

TRANSLATION SERVICES AGREEMENT

THIS TRANSLATION SERVICES AGREEMENT (“**Agreement**”) is applicable and effective from the date of acceptance hereof.

BY AND AMONGST:

Milestone Global Limited, a company registered under the Companies Act, 2013, having its registered office at 54B, Hoskote Industrial Area, Chintamani Road, KA 562114, India, (hereinafter referred to as “**Parent Company**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include successors in interest, administrators and assigns).

AND

Milestone Global (UK) Limited (UK company number 05450392), being a subsidiary of the Parent Company, having its registered office at Corner Oak, 1 Homer Road, Solihull, United Kingdom, B91 3QG, (hereinafter referred to as “**Company**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include successors in interest, administrators and permitted assigns).

AND

You, the linguist (hereinafter referred to as the “**Linguist**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include any individual, Person (as defined herein), company, corporation or other corporate entity, or partnership (in its capacity as such), wherever and however incorporated or established). For avoidance of doubt, it is, hereby, clarified that the term ‘Linguist’ shall also include his/ its employees, agents and sub-contractors and, in the case of a company, its directors, shareholders, officers, employees, managers, members, partners, associated or affiliated companies. If the Linguist is not a company, then it shall include the individuals or entities in similar positions as well as the successors in interest, administrators and permitted assigns.

The Parent Company, the Company and the Linguist are, collectively referred to as “**Parties**”, and individually referred to as “**Party**”.

WHEREAS:

- (A) The Parent Company is in the business of providing translation, localization, subtitling and other language related services
- (B) The Linguist is a specialist provider of translation services, having the requisite qualifications and skills in providing such translation services (“**Services**”).
- (C) The Parent Company and the Company are desirous of procuring the Services of the Linguist, and the Linguist, hereby, agrees to provide the same. As such, the Company, hereby, appoints the Linguist to provide the Services on a non-exclusive, ad hoc basis, under and in terms of this Agreement.

- (D) The Linguist acknowledges that, in pursuance to such appointment, it may get access to certain important, non-public, commercial, technical and/ or business information, including but not limited to certain commercially sensitive information belonging to, or in possession of the other Party, which all information shall be kept confidential by the Linguist, in accordance with the terms of this Agreement.
- (E) Now, the Parties have, therefore, agreed to enter into this Agreement which shall, *inter alia*, provide/ govern the scope of the Services.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND MUTUAL COVENANTS AND OTHER GOOD AND VALUABLE CONSIDERATION SET FORTH HEREIN (THE RECIEPT AND ADEQUACY OF WHICH IS HEREBY MUTUALLY ACKNOWLEDGED), IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

- 1.1. For the purpose of this Agreement, in addition to the terms defined in the description of Parties and the recitals hereinabove: (a) all capitalised words and expressions defined by inclusion in quotation and/ or parenthesis anywhere in this Agreement, have the same meanings as ascribed to such words and expressions; and (b) following words and expressions shall have the meanings as set-out in this Clause 1.1 below:

“**Agreement**” or “**this Agreement**” shall mean this services agreement, including any and all schedules, attachments and annexure hereto, and all amendments to this Agreement (entered into in writing, in accordance with its terms);

“**Applicable Law**” shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgements, decrees, circulars, notifications, clarifications or other requirements or official directives of any Governmental Entity or Person acting under the authority of any Governmental Entity or of any statutory or regulatory authority in the England and Wales, as the context may require, whether in effect on the date of this Agreement or thereafter and in each case as amended from time to time;

“**Confidential Information**” shall have the meaning ascribed to it in Clause 6.1 of this Agreement.

“**Data Protection**” means:

- (i) up to and including May 24, 2018, EC Data Protection Directive 95/46/EC and the United Kingdom Data Protection Act, 1998;
- (ii) on and from 25 May 2018, the Data Protection Legislation (i.e. GDPR or any replacement legislation applicable in England and Wales from time to time (whether or not as a result of Brexit)); and
- (iii) all laws and regulations and sector recommendations containing rules for the protection of individuals with regard to the ‘Processing of Personal Data’, including

without limitation security requirements for, and the free movement of, ‘Personal Data’;

“**Disclosing Party**” shall mean the Company.

“**Fee**” shall have the meaning ascribed to it in Clause 4 of this Agreement.

“**GDPR**” means General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council, implemented in May 25, 2018.

“**Intellectual Property Rights**” shall have the meaning ascribed to it in Clause 14 of this Agreement.

“**Order**” shall mean the order/ assignment/ work, assigned/ given by the Company to the Linguist, from time to time.

“**Original Work**” shall mean the Order/ assignment/ work given by the Company to the Linguist for translation and/ or interpretation and/ or otherwise, under and in terms of this Agreement.

“**Output Work**” shall mean and refer work product (corresponding to each relevant Order/ assignment/ work) duly executed, completed (that is, including without limitation, the translation, proofreading, editing or formatting (partially or completely) by the linguist) and delivered to the Company, under and in terms of this Agreement.

“**Person(s)**” shall mean any individual, sole proprietorship, association, unincorporated organization or joint venture, body corporate, corporation (including any non-profit corporation), company (including any limited liability company, joint stock company or joint venture), general partnership, limited partnership, limited liability partnership, estate, trust, firm, governmental authority, international organization, agency or other authority or enterprise or other entity (whether or not having separate legal personality) and shall include their respective successors and assigns, and in case of an individual shall include his legal representatives, administrators, executors and heirs and in case of a trust shall include the trustee or the trustees for the time being.

“**Recipient**” shall mean the Linguist.

“**Services**” shall mean the service of translation and/ or interpretation and/ or otherwise provided by the Linguist to the Company, under and in terms of this Agreement.

1.2. **INTERPRETATION:**

- (i) Heading and bold typeface are only for convenience and shall be ignored for the purpose of interpretation.
- (ii) In this Agreement, unless the contrary intention appears:
 - (a) references to Clauses and Annexures are to the clauses of this Agreement and schedules to this Agreement and references to paragraphs are to paragraphs of Schedules;
 - (b) references to an enactment include references to any subordinate legislation made under that enactment and any amendment to, or replacement of, that enactment or subordinate legislation;

- (c) references to this Agreement or any other document or to any specified provision of this Agreement or any other document are to this Agreement, that document or that provision as in force for the time being and as amended, from time to time, in accordance with the terms of this Agreement or that document or, *as the case may be*, with the agreement of the Parties;
- (d) references to a rule or procedure include references to any amendment or replacement of that rule or procedure;
- (e) the terms “hereof”, “thereof” and derivative or similar words refer to this entire Agreement or specified Clauses of this Agreement, *as the case may be*;
- (f) any reference to time shall, except where the context otherwise requires, be construed as a reference to the time in India;
- (g) words importing the singular shall mean the plural and vice versa;
- (h) a reference to any gender includes the other and neuter gender;
- (i) a reference to “writing” or “written” includes printing, typing, lithography and other means of reproducing words in a visible form;
- (j) reference to the word “include” shall be construed without limitation;
- (k) where a wider construction is possible, the words “other” and “otherwise” will not be construed *ejusdem generis* with any foregoing words;
- (l) in the event of any inconsistency between the text of the Clauses of this Agreement and Schedules hereto, the text of the Clauses of this Agreement shall be controlling;
- (m) any reference to “accounts” for audit shall include the relevant balance sheets and profit and loss accounts together with all documents which are or would be required by law to be annexed to the accounts of the Linguist for the relevant Financial Year;
- (n) unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the following business day if the last day of such period is not a business day; and
- (o) unless otherwise specified, whenever any payment is to be made or action taken under this Agreement is required to be made or taken on a day other than a business day such payment shall be made or action taken on the next business day.

2. SCOPE OF SERVICES

- 2.1. The Linguist, hereby, acknowledges, agrees and understands that it shall provide translation and/or interpretation services to the Company on a non-exclusive, ad hoc basis, and the Company does not promise to offer any minimum number of Orders to be done by the Linguist, under the terms of this Agreement. Further, the Linguist is not obliged to accept any order/ assignment/ task, which is offered to the Linguist.
- 2.2. The Parties further acknowledge, agree and understand that this Agreement shall come into force only when an offer, made by the Company, is accepted by the Linguist.
- 2.3. The Company may, at its discretion, undertake any appropriate quality assurance or review activities of the Output Product delivered, to the Company, by the Linguist in respect of any Order.

- 2.4. The Company reserves the right to make changes to the terms of this Agreement, from time to time, without notice. As such, irrespective of when the Linguist accepts an offer of an Order (i.e. whether before or after the Company has proposed or made such changes), then the Linguist shall be deemed to have accepted the said changes in the Agreement, as and when the said changes are made by the Company.

3. DUTIES OF THE LINGUIST

- 3.1. The Linguist, hereby, acknowledges, agrees and understands that it shall perform translation Services on behalf of the Company only with the proper authorization from the Company, and that it shall not be eligible for payment for any Services rendered without proper authorization.
- 3.2. The Linguist shall personally perform any and all Services, without subcontracting any part thereof to any other company or individual, unless otherwise agreed in writing with the Company prior to project inception, and shall ensure and procure such subcontractor to submit its resume/ company profile to the Company for approval. Only upon the Company approving the same, in writing, the Linguist may involve such subcontractor to execute the Order(s) and provide the Services, under the terms of this Agreement.
- 3.3. The Linguist agrees to deliver any and all Services to the Company within the designated time frame (as per the terms of each respective Order) and ensure maintenance of highest service and quality standards, to the satisfaction of the Company. The Linguist further agrees and undertakes to immediately inform the Company of any potential delay in execution, delivery or inability to comply with quality procedures required to be undertaken in respect of each respective Order and/ or as required by the Company and/ or as per the terms of this Agreement. The Company shall have the right to make appropriate deductions from Fee (and/ or any other amount, if any) due/ payable to the Linguist upon the failure of the Linguist to comply with the terms of this Agreement, particularly, this Section (titled “DUTIES OF THE LINGUIST”).
- 3.4. Unless specifically authorised by the Company, in writing, the Linguist shall not:
- (i) have any authority to incur any expenditure in the name of or for the account of the Company;
 - (ii) hold itself out as having authority to bind the Company;
 - (iii) hold itself out as being an employee/ worker/ agency worker/ associate/ joint venture/ partner of the Company.
- 3.5. The Linguist agrees to comply with its obligations under the Immigration Asylum and Nationality Act, 2006 and/ or any other relevant UK legislation or equivalent legislation in the relevant jurisdiction as well as any regulations or relevant codes of practice regarding the reporting of labour movements, concealed employment and the employment of foreign workers.
- 3.6. The Linguist agrees and undertakes to be always available for work-related communication and to respond within 24 (twenty four) hours of email or phone calls. Any inability to comply with this requirement, especially after project delivery, the Linguist shall be responsible be notified (in writing) in advance to the Company.

- 3.7. The Linguist shall comply with all health and safety requirements relating to the carrying out of any work under this Agreement. Such requirements include, in addition to statutory laws and regulations, notification, directions, orders, any codes of practice and British Standards or their equivalent in the Linguist's jurisdiction relating to health or safety which may be applicable for the performance of this Agreement, including, without limitation, Health and Safety at Work etc. Act, 1974, the Electricity at Work Act, 1989.
- 3.8. The Linguist undertakes, warrants and represents that it shall implement appropriate due diligence procedures for its employees, subcontractors, representatives and other participants in its supply chains to ensure that there is no slavery or human trafficking in its supply chains.
- 3.9. In the event that the Linguist (and/ or subcontractor, if any) involved in the provision of the Services is convicted of a criminal offence, or is arrested on suspicion of, or accused of, or charged with any criminal offence, then the Linguist shall immediately inform the Company of the same.
- 3.10. The Linguist shall be responsible for payment of all taxes and insurance requirements under existing law, including, but not limited to social security taxes, federal, state and local income taxes, and unemployment requirements, if any. The Linguist undertakes, represents and warrants that the Linguist shall make any and all necessary payments to appropriate governmental agencies, and shall indemnify the Company against any and all claims, liabilities, costs, or expenses that may arise out of or in connection with any breach/ default of this requirement on part of the Linguist.
- 3.11. The Linguist shall:
- (i) in the event of any defect in the Services, promptly (i.e. within 24 hours), inform the Company of any such errors/ omissions/ otherwise in the Services, and at its own cost and expense, rectify any such defect in the Services and ensure that the error/ omission/ otherwise is not repeated;
 - (ii) in the event of its inability to provide the Services, shall return all documents, information provided to it by the Company for completion of the Order, and if partly completed, return the partly completed Order;
 - (iii) not accept an assignment, which would or might result in the creation of a conflict of interest in respect of the provision of the Services or business affairs of the Linguist or affect the Linguist's ability to undertake the Order.
 - (iv) neither contact or attempt to contact the client (of the Company or Parent Company), without obtaining prior written approval of the Company.

4. FEES AND PAYMENT

- 4.1. The fee for an Order shall be specified in the Order itself, and shall be fixed and valid for the entire duration of such Order. Such fee shall be inclusive of all costs and charges (including, without limitation, applicable taxes, charges for insurance and delivery, any other costs) ("**Fee**").

- 4.2. After execution, completion and delivery of the Output Work, the Company will send a PO (purchase order) to the Linguist. The PO will be shared between the 25th-30th day of every month for work completed and approved before the 25th day of the month. The Linguist shall raise queries or disputes about the PO within 3 (three) days of receiving the PO. The Linguist must raise an invoice by the 7th day of the next month after receiving the PO to the Company, unless agreed otherwise, in writing, by the Company. . The invoice must include the Linguist's name/ business name, address, invoice number, Order number (as assigned by the Company), tax ID (if applicable), along with summary description of Services (including language combination, word count, and total payment due). Failure to send the invoices in time (as aforesaid) may lead to invoice processing delay of up to 90 (ninety) days, and in this regard, the Linguist agrees, acknowledges and undertakes that it shall not have, nor raise any claim, whatsoever, for damages, indemnity or otherwise on or against the Company and/ or the Parent Company, for such delay in processing of its invoice by the Company, resulting due to the Linguist's aforesaid failure.
- 4.3. No Fees, whatsoever, shall be payable/ paid by the Company to the Linguist for any period: (i) during which no Order is assigned/ given to the Linguist by the Company; and/ or (ii) during which no Services are not provided by the Linguist to the Company, during the subsistence of this Agreement. Further, the Company shall have no liability to pay any Fees, whatsoever, for an Order that has not been completed either in full and/ or on time, but may, at its sole discretion, make a partial payment taking into account the Services already provided by the Linguist, and in this regard, the Linguist agrees, acknowledges and understands that such partial payment shall be deemed to a full and final payment and settle of its dues payable by the Company/ Parent Company to the Linguist in respect of any such Order. In such a situation, the Linguist shall be liable to the Company under Clause 16 (DISPUTE RESOLUTION) of this Agreement.
- 4.4. The Linguist acknowledges, agrees and understands that it shall not be paid unless it completes and delivers the entire project within the timelines specified (in terms of each Order), and that it shall be paid at the rate agreed at the start of the Order, subject to the terms of this Agreement.
- 4.5. Unless otherwise agreed, the Fees shall be paid in Sterling (£GBP) or Indian Rupees (INR), and shall be inclusive of sales or value added tax and any other tax or duty, if any. In the event of a significant fluctuation in currency exchange rates, the Company reserves the right to adjust the Fees payable, to the Linguist, on a *pro rata* basis.
- 4.6. The Company shall only make payment through Paypal, bank transfers, and no payment will be made by cheque, unless specifically agreed by the Company. Further, the Company shall not make any third party payments (including payments to the subcontractors, which payments (if any) shall be the responsibility of the Linguist). The Company shall bear no liability for any fees/ cost/ charges incurred by the Linguist in receiving or accessing the Fees, from the Company.
- 4.7. Subject to the terms of this Agreement, any payment towards value added tax, chargeable on the Fees, shall be made by the Company upon receipt of a valid value added tax invoice from the Linguist.

5. RELATIONSHIP BETWEEN THE COMPANY AND THE LINGUIST

- 5.1. It is agreed and understood between the Parties that the Linguist's relationship with the Company/ Parent Company is that of an independent contractor, and nothing in this Agreement is intended, or should be construed, to create a partnership, agency, joint venture or employment relationship. The Linguist is not authorized to make any representation, contract or commitment on behalf of the Company, unless a written permission is issued by the Company in that regard. Further, being an independent contractor, the Company shall negotiate rates with the Linguist on a per Order basis.

For the avoidance of doubt, it is further clarified that nothing in this Agreement or in any Order shall make the Linguist an employee or worker of the Company (as defined in Equality Act, 2010, the Employment Rights Act, 1996, the Working Time Regulations, 1998 or any other existing laws in force).

- 5.2. Unless otherwise expressly set forth herein, the Company will not supervise, direct or control the Linguist in the manner/ method of execution of any Order assigned/ given by the Company. The Linguist will determine the method, manner, and means of execution of the Services in respect of the Order, provided that the Linguist shall satisfactorily perform the Services to produce the intended result and Output Product, acceptable to the Company in accordance with the Company standards and completion and delivery timeline requirements. In this regard, the Linguist, expressly agrees and covenants that it is fully aware of the said Company standards and completion and delivery requirements in respect of the Order, which it, hereby, acknowledges and undertakes to meet.
- 5.3. It is agreed and understood that the Linguist is not covered by any workers' compensation insurance provided by the Company to its direct employees, and the Linguist expressly waives any such coverage as a condition of signing up/ consenting to the terms and conditions of this Agreement.
- 5.4. The Linguist agrees and understands that it is not eligible for unemployment benefits by virtue of the Linguist's relationship with the Company.
- 5.5. The Linguist retains the right to perform services for third parties, during the term of this Agreement. In this regard, the Linguist agrees and undertakes that it shall not let the Order execution, completion and deliver suffer in any manner, whatsoever, and shall ensure and procure that the Output Product confirms and adheres to the Company standards and completion and delivery requirements.
- 5.6. The Linguist, hereby, confirms and undertakes that it has, and shall ensure and procure that its employees and/ or subcontractors possess the education, training, skills, experience, licenses, supplies and equipment necessary to the provide the Services and the Output Product in relation to an Order, in terms of this Agreement. .

6. CONFIDENTIAL INFORMATION

- 6.1. Confidential Information shall mean and refer to: (i) all information of whatever nature relating to the Order/ Output Work or the Company/ Parent Company and their

respective businesses, that either the Company/ Parent Company (the "**Disclosing Party**") and/or any of its representatives may disclose and make available to the Linguist (the "**Recipient**") or any of its employee (including but not limited to subcontractor/ affiliates/ representatives), whether in writing, orally or pursuant to visits to premises and in any form or medium in which such information may be recorded or kept, irrespective of whether such information is marked as "confidential" or not and irrespective of whether such information has any commercial value or not; (ii) compilation, studies, analyses or any other material prepared by the Recipient which contain, reflect or are otherwise generated by the information stated in sub-paragraph (i) of this Clause; (iii) the existence and contents of this Agreement and the existence and contents of the discussion between the Parties about the Order(s).

- 6.2. Information transmitted orally shall be deemed to be Confidential Information unless specified otherwise by the Disclosing Party. Such oral information so disclosed shall be provided the same protection as provided to Confidential Information as set forth herein.
- 6.3. Confidential Information shall exclude information which:
- (i) is or becomes publicly available (other than as a direct or indirect result of any breach of this Agreement); or
 - (ii) is known to the Recipient before the date it is disclosed by the Disclosing Party or its representatives; or
 - (iii) is lawfully obtained by the Recipient after that date, other than from a source which is connected with the Disclosing Party and/or its representatives, and which, in either case, has not been obtained in violation of, and is not otherwise subject to, any obligation of confidentiality to the Disclosing Party or its representatives.
- 6.4. For the avoidance of doubt, nothing contained herein shall compel or oblige the Disclosing Party to provide the Recipient and/ or its representatives with any or all of the Confidential Information requested by the Recipient and/ or its representatives and that the Disclosing Party shall be entitled, at its sole discretion and opinion:
- (i) to decline to supply the Recipient and its representatives with any part of such information; or
 - (ii) to determine, whether information is suitable or necessary to be so disclosed.

7. **NON-DISCLOSURE AND PERMITTED USE**

- 7.1. In consideration of the Disclosing Party agreeing to disclose the Confidential Information to the Recipient and/ or its representatives, the Recipient undertakes to the Disclosing Party that the Recipient shall, and shall cause and procure its employee (including but not limited to subcontractor/ affiliates/ representatives) to:
- (i) use the Confidential Information only for the purposes of the Order/ the Output Product, or for any other purpose mutually agreed to by the Parties, in writing;
 - (ii) prevent the disclosure or dissemination of Confidential Information to any other Person, without the prior written consent of the Disclosing Party;
 - (iii) advise the employees, subcontractors and agents, who are permitted to access the Confidential Information, of their obligations with respect thereto;

- (iv) not divulge the fact of discussions between the Parties in relation to any Confidential Information, or the status of such discussions or any due diligence to any third party;
- (v) promptly notify the Disclosing Party if it suspects, or is aware of any unauthorized use, access, storage, copying or disclosure of the Confidential Information, and assist the Disclosing Party with any action that the Disclosing Party intends to take/ takes in respect of the unauthorized use, access, storage, copying or disclosure of the Confidential Information.

8. RETURN AND DESTRUCTION OF INFORMATION

8.1. The Linguist shall, and shall cause and procure its employee (including but not limited to subcontractor/ affiliates/ representatives) to: (i) upon demand by the Company/ Parent Company at any time during this Agreement; and/ or (ii) upon execution and completion of the Order/ delivery of Output Work; and/ or (ii) upon expiry of the Agreement; and/ or (c) sooner termination hereof, for any reason, whatsoever:

- (i) return to the Company, all information available with the Linguist (including the Confidential Information), or anything forming part of the information available with the Linguist (including in the form of instructions, directions, documents, etc.);
- (ii) return to the Company, all physical and electronic documents/records/ repository containing any information (including the Confidential Information) pertaining to the Order/ Output Work, which is in possession/ custody/ control of the Linguist;
- (iii) permanently expunge/ delete all Confidential Information from storage device (of any nature, whatsoever), server, system, any computer, word-processor, machine, or other device (whether electronic or otherwise) containing such information within 7 (seven) days of delivery of the Output Product to the Company; or
- (iv) destroy, within 7 (seven) days of occurrence of any event specified in this Clause 8.1 above, all documents and other materials, which are in any form capable of delivery or destruction, containing or reflecting any Confidential Information and all copies thereof, which have been made by or on behalf of the Linguist or its employee (including but not limited to subcontractor/ affiliates/ representatives), as the case may be;
- (v) confirm to the Company, in writing, within 7 (seven) days (of occurrence of any event specified in this Clause 8.1 above), that the Linguist and/ or its employee (including but not limited to subcontractor/ affiliates/ representatives), as the case may be, have the Confidential Information expunged/ deleted/ destroyed.

For avoidance of doubt, it hereby clarified that the Linguist shall, and shall cause and procure its employee (including but not limited to subcontractor/ affiliates/ representatives) to, expunge/ delete/ destroy all Confidential Information within 7 (seven) days of delivery of the Output Work. Further, within 3 (three) months of delivery of the Output Work, the Linguist shall, and shall cause and procure its employee (including but not limited to subcontractor/ affiliates/ representatives) to, also expunge/ delete/ destroy/ return (as the case may be), any other information pertaining to the Order (or required for delivering

the Output Work) that is available with the Linguist and/ or its employee (including but not limited to subcontractor/ affiliates/ representatives).

- 8.2. Notwithstanding the aforesaid, any and all duties and obligations of the Linguist existing under this Agreement shall remain in full force and effect regardless of the delivery or destruction of the Confidential Information or the expiration or sooner termination of this Agreement. Any contravention of this Clause shall be considered as breach of this Agreement, and the Linguist shall be liable to pay damages to the Company, as decided by the Company, in its sole and absolute discretion, including the Company taking recourse to any other remedy to which the Company may be entitled to.
- 8.3. The Linguist agrees and undertakes that it shall not, and shall ensure and procure that its employee (including but not limited to subcontractor/ affiliates/ representatives) do not, in any way use the original documents, translated documents or data related to the Order for work not commissioned by the Company. The Linguist also agrees and undertakes that it shall not use the information received from the Company (under this Agreement) in the creation of machine translation, translation memories or for any other purpose whatsoever, other than for providing the Services to the Company. For avoidance of doubt, it is clarified that the Company/ Parent Company may use the Output Product in creation of machine translation, translation memories and/ or for such other purpose(s), as the Company/ Parent Company, in its sole and absolute discretion, deem fit, proper and appropriate, and that the Linguist acknowledges the aforesaid, and expressly consents to the same.

9. COMPLAINTS HANDLING

- 9.1. The Linguist agrees and undertakes to proactively work with the Company and respond to any complaints, without any delay, as per the terms of this Agreement. If after investigation or formal quality assurance reviews any Output Product is found to be of substandard quality or delayed, then the Company reserves the right, in its sole and absolute discretion, to make appropriate deductions from the Fee payable to, and Invoices by, the Linguist, for the defect in the Services, in respect of the Output Product (corresponding to the relevant Order) and if the Linguist has already been paid by the Company, then the Company may demand and require refund from the Linguist of the relevant part of the Fee within 7 (seven) days of its request. In any case, in this regard the Company reserves its right to make deductions from future dues/ payments to the Linguist, and the Linguist, hereby, expressly agrees, covenants and consents to the same.

10. TERMINATION

- 10.1. The Company may, at any time, without notice, remove the Linguist from the Company's list of approved linguists, and consequently, this Agreement shall stand automatically terminated on the date of such removal by the Company.
- 10.2. The Linguist may request to be removed from the Company's list of approved linguists, by giving written notice of not less than 30 (thirty) days to the Company, and this Agreement shall stand terminated upon expiry of 30 (thirty) days from the receipt of the above written notice by the Company, unless the Company has raised any written

objection in this regard and communicated the same to the Linguist by way of a reply to the said notice.

- 10.3. In the event, this Agreement is terminated, for any of the foregoing reasons:
- (i) all licences granted by the Company to the Linguist, under this Agreement, shall immediately stand automatically terminated;
 - (ii) the Linguist shall return, and make no further use of, any and all Confidential Information (and all copies of them) belonging to the Company and/ or their clients;
 - (iii) the accrued rights of the Parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination shall not be affected or prejudiced by this Clause.

11. NON-SOLICITATION

- 11.1. During the term of this Agreement and 6 (six) months thereafter, the Linguist agrees not to (directly or indirectly) deal with the Company's clients or hire, solicit, nor attempt to solicit, endeavour to entice away, or offer to employ, for itself or any third party, directly or indirectly, the services of any director, officer, employee, subcontractor, representative, agent of the Company/ Parent Company (including but not limited to its affiliate companies/ group companies/ associate companies), without the prior written consent of the Company.

12. DATA PROTECTION

- 12.1. The Company and the Linguist shall (and where applicable, ensure and procure that its employee (including but not limited to subcontractor/ affiliates/ representatives) shall) comply with the provisions of the Data Protection Laws and the Freedom of Information Act, 2000, and where the Linguist is based outside of the European Economic Area ("EEA"), where applicable the Linguist shall (and where applicable, ensure and procure that its employee (including but not limited to subcontractor/ affiliates/ representatives) shall) comply with and be bound by:
- (i) The Data Protection Standard Contractual Clauses pursuant to Directive 95/46/EC; and
 - (ii) All applicable legislation in relation to data and privacy currently in force in the territory where the Linguist is based.
- 12.2. Where the Linguist is based in the EEA, it (and where applicable, ensure and procure that its employee (including but not limited to subcontractor/ affiliates/ representatives)) complies with notification procedures under the Data Protection Laws.

13. PRIVACY POLICY

- 13.1. The Linguist, hereby, agrees and acknowledges that by accepting this Agreement, it also understands, agrees and accepts the privacy policy of the Company available on the Company website, accessible at www.milestoneloc.com/privacy-policy/

14. INTELLECTUAL PROPERTY RIGHTS

- 14.1. The ownership in any copyright, design rights, trademarks, patents and other intellectual property rights (“**Intellectual Property Rights**”) made/ acquired by or on behalf of the Company/ its client(s) in the provision of the Services, or to which the Linguist/ its employee (including but not limited to subcontractor/ affiliates/ representatives)has/ have had access or has/ have or of which the Linguist/ its employee (including but not limited to subcontractor/ affiliates/ representatives)has/ have received knowledge in the course of or for the purpose of the provision of the Services and completion and delivery of the Output Product, shall belong to and vest in the Company or its client(s), as applicable.
- 14.2. For avoidance of doubt, it is further clarified that any and all Services provided (and/ or the Output Product created) by the Linguist in connection herewith or otherwise, to the Company, shall be considered “works made for hire”, and it is reiterated that rights with respect to copyright, patent and other intellectual property rights shall, upon creation, be owned exclusively by the Company or client(s), as applicable.
- 14.3. All Intellectual Property Rights in the Output Work shall be assigned by the Linguist to the Company (or the client) as the Company may require, in its sole and absolute discretion.
- 14.4. The Linguist shall not, and shall ensure and procure that its employee (including but not limited to subcontractor/ affiliates/ representatives) do not, use the Output Work as “public examples,” on its website, without obtaining the prior written permission of the Company.
- 14.5. The Company shall have the right to use the Output Work and all other translated documents to generally improve its services (for example, fine tune Company’s turn-around time estimates, or improve machine translation and machine learning systems) and develop new products or services itself and/ or with third parties, and the Linguist, hereby, expressly agrees, covenants and consents to the same.

15. AUDIT

- 15.1. The Linguist, hereby, agrees and undertakes to, throughout the term of this Agreement and for a period of six (6) years thereafter, maintain adequate records, keep (and where appropriate, procure and cause its permitted subcontractors to keep and maintain) books of account, in accordance with industry standard accountancy practice.
- 15.2. The Linguist shall grant access to and provide, to the Company, any information/ document/ item that the Company may reasonably require to audit and verify the Linguist’s compliance with the terms of this Agreement and/ or the Order(s).

16. DISPUTE RESOLUTION

- 16.1. All disputes or differences or questions arising between the Company and the Linguist touching upon, relating to or arising from this Agreement or the terms of interpretation thereof shall, at the first instance, be settled mutually by duly authorised senior officers (or such other officers who are duly authorised) of both the Company and the Linguist (and where the Linguist is an individual, then the Linguist himself) within 30 (thirty) days of such disputes being notified.
- 16.2. If the disputes cannot be mutually resolved by the Company and the Linguist through discussions and negotiations, then the same shall be referred to a single arbitrator (to be agreed upon by the Company and the Linguist), and they will share the cost of such arbitrator equally. The single arbitrator shall be appointed in accordance with the London Court of International Arbitration (LCIA) Rules, which Rules are deemed to be incorporated by reference in this Clause.
- 16.3. Any such disputes or differences or questions arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, referred to arbitration (as aforesaid), shall be finally resolved, in accordance with LCIA Rules. The language of the arbitration shall be in English.
- 16.4. All arbitration proceedings shall be held in Birmingham in the West Midlands, and any proceedings for enforcement of the award made by the arbitrator or any application to a court in respect of the arbitration or the award, and any judgment on the award shall be made only to or in the appropriate court in Birmingham in the West Midlands having the necessary jurisdiction to the exclusion of all other courts.

17. CONTACT DETAILS

- 17.1. The Company may be contacted on the following email address: translator@milestoneloc.com or on contact details available on the Company website.

18. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the English and Welsh laws, and the Company and the Linguist agree to submit to the exclusive jurisdiction of the English courts.

19. INDEMNITY

THE LINGUIST AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE COMPANY, PARENT COMPANY, ITS DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS, ASSIGNS OR OTHER PERSONS ACTING ON THE COMPANY'S BEHALF AGAINST ANY AND ALL CLAIMS, CHARGES, DEMANDS, EXPENSES, LIABILITY, LOSSES, COSTS, SUITS, PROCEEDS, LEGAL FEES OR DAMAGES, MADE OR ASSERTED AGAINST THE COMPANY, ON ACCOUNT OF ANY BREACH/ DEFAULT OF OBLIGATIONS, UNDERTAKINGS, REPRESENTATIONS, WARRANTIES,

RESPONSIBILITIES, AGREEMENTS, COVENANTS OF THE LINGUIST, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, SUBCONTRACTORS OR OTHER PERSONS ACTING ON THE LINGUIST'S BEHALF, UNDER AND IN TERMS OF THIS AGREEMENT.

20. REMEDIES

The Linguist acknowledges that any violation of the terms of this Agreement, would cause irreparable harm and significant loss/ damage/ injury to the Company/ Parent Company, the degree whereof may be difficult to ascertain. Accordingly, the Linguist agrees and acknowledges that the Company/ Parent Company shall also have the right to obtain equitable relief, including an injunction or specific performance, as a remedy for any breach of the terms of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

21. NO WARRANTY

The Company/ Parent Company does not make any warranty, express/ implied or otherwise, regarding the Confidential Information (including in relation to its accuracy or completeness). The Company/ Parent Company assumes no responsibility for any loss or damages or otherwise, which may be suffered by the Linguist, its customers or any third parties on account of, or arising from, the Confidential Information.

22. NO CONFLICT

Each Party represents and warrants that its actions with respect to this Agreement do not conflict with any prior obligations to any third party. Each Party represents, warrants and covenants that it has full and complete authority and authorization to enter into this Agreement and consents to take (or cause to be taken) all acts contemplated by this Agreement.

23. WAIVER

Any failure or delay on the part of the Company/ Parent Company to exercise any power or right conferred hereunder shall neither operate as a waiver thereof nor shall any single or partial exercise of such right or power preclude any other or further exercise of such right or power conferred hereunder.

24. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Company and the Linguist with respect to the subject matter hereof, and supersedes all other prior agreements and understandings, both written and verbal, between the Company and the Linguist with respect to the subject matter hereof. No changes, amendments, modifications or waiver of any of the terms and conditions hereof shall be valid, unless reduced to writing and signed by duly the Parties hereto (respectively) or their authorized representatives, as the case may be. This Agreement will be binding upon and inure to the benefit of the Parties

hereto, their respective successors, assigns, or trustees as well as past, present and future officers, directors, employees, agents or other representatives. However, any assignment of this Agreement by the Linguist, without the prior written consent of the Company, shall be void.

25. **LAWFUL USE**

The Linguist acknowledges that the Confidential Information is price-sensitive information, the use whereof may be regulated or prohibited by applicable legislation (including securities law relating to insider dealing and market abuse), and the Linguist undertakes to not use any Confidential Information for any unlawful purpose or any purpose other than the specific purpose for which such Confidential Information is disclosed to the Linguist by the Company.

THIS SPACE HAS BEEN INTENTIONALLY LEFT BLANK

BY ACCEPTING THE Order/ assignment/ Original Work for providing the Services to the Company in terms of this Agreement, the Linguist is deemed to have agreed, accepted and consented the terms and conditions contained in this Agreement, and therefore, the Linguist is not required to affix its signature on this Agreement:

Signed and delivered for and on
behalf of the **Company**



Ms. Nikita Agarwal
Authorised Signatory
Title: Director