



## General Terms and Conditions of Procurement (hereinafter “GTCP”) of EDIMART Language Solutions

These General Terms and Conditions of Procurement (hereinafter “GTCP”) regulate the method of acceptance and performance of ad hoc orders concluded by and between EDIMART Language Solutions (hereinafter: “**Language Service Provider**”), and the individuals and legal entities providing language services or services related language services (hereinafter “**Vendor**”, “**Service Provider**” or “**Translator**”, “**Interpreter**”, “**Reviser/Reviewer**”) (hereinafter jointly referred to as the “**Parties**”), and the rights and obligations of the Language Service Provider and the Vendor. Unless the Parties agree otherwise, the following terms and conditions shall prevail.

### 1. Type of Service

The Language Service Provider may request the Vendor to perform written, verbal or other service(s) relating to language services. When ordering language services, the Language Service Provider discloses to the Vendor relevant information with respect to the performance of the order in writing in a purchase order form (hereinafter: PO) sent from the XTRF Translation Management System (hereinafter: XTRF). The PO shall include at least the following information:

- source language and target language (for language services)
- type of order (translation, revision/review, interpreting, other language services, etc.)
- deadline
- agreed price.

In case of interpreting service, the following shall be disclosed as well:

- method of interpreting
- venue of interpreting
- duration of the interpreting event.

Moreover, the PO may also specify atypical CAT usage, the purpose of utilisation, and it may include a style guide as well which the Vendor shall comply with step by step.

The Vendor undertakes to perform the work according to the terms and conditions set out by the Language Service Provider, and he/she shall also confirm this in writing.

#### 1.1. Written Service

The order of the Language Service Provider may refer to the following written services:

- translation
- revision
  - complete revision
  - partial revision
  - target language review
- localization
- transcreation
- transcription
- text editing
- desktop publishing (DTP)
- language engineering
- terminology database building
- machine translation post-editing
- subtitling
- voice-over
- other

##### 1.1.1. Vendor

Vendor shall mean: (i) the individuals who perform language and/or related services pursuant to a contract (PO) concluded directly with the Language Service Provider; and (ii) legal entities that also perform language and/or related services pursuant to a contract (PO) concluded directly with the Language Service Provider by way of delegating the individuals employed by them, for the performance of the relevant task. By accepting the order the Vendor expressly accepts and acknowledges that it may only transfer the order to another Vendor without the written consent of the Language Service Provider. Should the Vendor employ a collaborating partner in breach of this section with no authorisation, it shall pay the Language Service Provider a penalty equalling 20% of the price of the order for each unauthorised collaborating partner or instances of breach.



#### 1.1.2. **Vendor Collaborating Partners**

Should the natural person Vendor employ a collaborating partner with the prior written consent of the Language Service Provider, the Vendor shall warrant with respect to the collaborating partner, and also the contributors and collaborating partners of the legal entity Vendor appointed for the performance of the relevant task, that the obligations of the Vendor under these GTCP, including in particular, but not limited to confidentiality, are enforced against such third parties pursuant to the terms and conditions herein.

#### 1.1.3. **Translation**

After appropriate preparation, the Language Service Provider shall deliver the text to be translated to the Translator in a memoQ-compatible file format. Where appropriate, files compatible with other CAT tools may also be submitted to the Vendor. If necessary, the Language Service Provider also makes the original document available to the Translator, with the proviso that it may be used only for inspection.

The Translator shall perform the translation in accordance with the instructions given in the PO. If the source text contains any uninterpretable constituents, abbreviations, or clearly inaccurate statements, the Vendor shall immediately notify the Language Service Provider's project manager. The Translator shall carry out the translation to the best of his/her knowledge, and deliver it to the Language Service Provider within the agreed deadline. The translation process is regarded as completed when the Translator has run the QA checks in the CAT tool, and has corrected any errors.

#### 1.1.4. **Revision**

The Reviser has to perform the revision in memoQ, with particular attention to the special checking features made possible by the quality assurance module, such as inconsistency filtering, terminology differences, consistent usage of the style guide, and spell checking. The Reviser pays additional attention to language use, potential content-related mistakes, and omissions. Depending on the purpose, and length of the revision, the following types of revision are distinguished:

1.1.4.1. **Complete revision:** Checking the entire translation by comparing the source text and the target text.

1.1.4.2. **Partial revision:** Random checking of the translation by comparing the source text and the target text. The aspects of selecting the text to be revised, and the quantity of text to be revised are determined by the Language Service Provider.

1.1.4.3. **Target language review:** Checking the target language text by itself, with the objective of correcting any grammatical, stylistic, and language usage errors, and checking compliance with the special instructions given by the Language Service Provider. The target language review is generally performed by native language reviewers or experts of the given domain. The purpose of the target language review is to create a text that meets native speakers' standards, while the review by a specialized reviewer aims to ensure the use of the standard specialized language of the specific domain. The **Language Service Provider** may request the Reviser to issue an expert opinion. The **expert opinion of the Reviser** is prepared on the basis of the guidelines of the LISA evaluation system. Within the framework thereof, the Reviser prepares textual evaluation, and evaluation specified with scores about the translation revised by him/her. The textual evaluation is always objective, mentions the strengths and weaknesses of the translation, and articulates the Reviser's general recommendations, supporting his/her opinion with specific examples. In every case, the Language Service Provider discloses to the Vendor the purpose of the utilisation of the expert opinion, e.g. evaluation of translation by the customer, evaluation of own translation, evaluation of a new translator, etc.

#### 1.1.5. **Localization**

Localization is a process where the Vendor is requested by the Language Service Provider to perform the professional translation and adaptation of software, homepages, mobile applications, and other online materials to local circumstances. The Language Service Provider may involve several Vendors in the localization process, so Vendors are expected to collaborate with language engineers and DTP experts alike.

#### 1.1.6. **Transcreation**

In case of advertisements or marketing-related texts, the Language Service Provider hires the Vendor to adapt the source text to the target language. Transcreation is invoiced on an hourly, or individual basis.

#### 1.1.7. **Transcription**

The order may refer to the transcribing of a written material of a format that cannot be overwritten, or the transcription of audio material.

#### 1.1.8. **Desktop publishing (DTP)**

The Language Service Provider may ask the Vendor to perform the pre-editing and post-editing of files suitable for DTP.

#### 1.1.9. **Text editing**

The Language Service Provider may commission the Vendor to perform the text editing of PDF documents or to prepare documents that are difficult to decipher (e.g. fax, handwritten or scanned materials). When handling texts, the Vendor shall proceed with the greatest possible care.

#### 1.1.10. **Language engineering**

The Language Service Provider may commission the Language Engineer to perform preparation and post-processing operations necessary for the translation and localization of texts in special formats (software, web interfaces, mobile applications, etc.).

#### 1.1.11. **Terminology database building**

The Language Service Provider may ask the Vendor to compile and translate the key terminology of a specific material or domain.

#### 1.1.12. **Machine translation post-editing**

The Language Service Provider may ask the Vendor to perform machine translation post-editing.



#### 1.1.13. Subtitling

The Language Service Provider may ask the Vendor to prepare video subtitles.

#### 1.1.14. Voice-over

The Language Service Provider may ask the Vendor to provide an audio narration of a given audio material. Detailed information shall be provided by the Language Service Provider on the manner and purpose of audio recording in the PO.

#### 1.1.15. Other

The Language Service Provider may ask the Vendor to perform other tasks related to the language services. Other service means, e.g. text alignment, checking the contents of websites translated by the Language Service Provider on the final interface before the website goes live, post-production checking of publications before printing, testing tasks that also require language competence in case of software localization. Other services include the technical tasks related to voice-over and subtitling.

### 1.2. Verbal Services

- Interpreting
- Ad-hoc interpreting
- Consecutive interpreting
- Simultaneous interpreting
- Chuchotage interpreting (whispering interpreting)
- Remote interpreting (phone or video remote interpreting)
- Sign language interpreting
- Tour Guiding.

For interpreting orders, the Language Service Provider will send a PO (see 1). The Language Service Provider endeavors to provide the Interpreter with any and all important information, beyond the obligatory information, that will assist the Interpreter in performing the task at a high professional level.

In case of simultaneous interpreting, the Language Service Provider will also provide the Interpreter with preparation material of appropriate quantity and quality as soon as they are available.

Before every interpreting event, the Language Service Provider calls the attention of its client to the fact that rest periods have to be provided for the Interpreter at specified intervals, and that in case of full day interpreting, catering options must also be provided for the Interpreter, the costs of which are covered or reimbursed by the Language Service Provider to the Interpreter.

In case of simultaneous interpreting, the Language Service Provider — if this is feasible and deemed necessary by them — will make sure that the necessary interpreting technology complying with the relevant standards are available at the venue of interpreting, and that the platform and the screens are appropriately in the line of vision from the booths. If the use of an intermediary language is necessary during interpreting, the Language Service Provider informs the Interpreters accordingly, in due time.

In case of a conference of more than two booths, an interpreting project manager of the Language Service Provider is usually present at the venue as the primary contact person. Should any problem or question arise, the contact person of the Language Service Provider is at the Interpreters' disposal, he/she consults with the principal of the Language Service Provider, if necessary. The Language Service Provider arranges two interpreters for simultaneous interpreting works — an exception from this may be only the requests of duration not exceeding 1 hour.

In case of chuchotage interpreting, the Interpreter interprets what has been said, for 2-4 people at the most, abridged, whispering into the ears of the participants. In case of a request related to chuchotage interpreting, the Interpreter usually works without a relief, except if the principal of the Language Service Provider requests continuous interpreting — in this case two simultaneous interpreters perform the chuchotage interpreting, taking turns.

For long-term or regular interpreting orders, the service charge includes the creation and periodic updating of a terminology database linked to the assignment, to be performed by the Vendor at the Language Service Provider's request hereby ensuring up-to-date terminology for the interpreter(s) involved in the assignment.

For remote interpreting, the Language Service Provider shall suggest the Customer the use of professional remote interpreting systems. However, the Customer may insist on using its own preferred platforms. The Language Service Provider shall verify, if possible, that such system is suitable for remote interpreting. Interpreters shall test the remote interpreting system prior to the interpreting event at a time agreed with the Language Service Provider.

### 1.3. Other services

**The order of the Language Service Provider may refer to the following written services:**

#### **Provision of event technology**

The Vendor responsible for event technology shall ensure that his/her price list valid for the reference year is made available to the Language Service Provider to enable them to submit a quote to their client. In case of more complex events requiring event technology, the Language Service Provider calls for an offer from the Vendor. For the required services, the Language Service Provider will send a PO to the Vendor.

#### **Other**



If other services are required, the Language Service Provider may conclude an individual agreement with the Vendor which the Parties shall set in writing.

## 2. Service Charge

### 2.1. Translation

The Language Service Provider shall determine the translation charge based on the number of words in the source language, taking into account potential sentence-level repetitions, and TM-matches. In rare circumstances, the basis of accounting will be the number or characters with or without spaces in the target language or in the source language. For certain language service tasks (e.g. transcreation, subtitling), the Language Service Provider may also propose per-hour, per-minute, or project-based settlement to the Vendor. The ad hoc purchase order (PO) shall include the unit of settlement — in case of word-based settlement, the so-called weighted word count, appropriately adjusted with the ratio of repetitions —, the unit price, and the net total amount of remuneration. The number of words is determined on the basis of the statistics of the memoQ CAT software.

We apply the following weighing grid for translation orders. Any divergence from this grid is subject to a separate agreement concluded between the Language Service Provider and the Vendor.

repetition	5%
101% match	15%
100% match	15%
95-99% match	30%
85-94% match	70%
<84% match	100%

### 2.2. Revision

The charge of revision shall be equal to 50% of the translation unit price related to the given language pair and direction. Account shall be settled based on a memoQ analysis.

If the order does not pertain to the revision of a text pair — e.g. target language review —, the basis of settlement shall be the weighted word count of the text to be revised. The Language Service Provider may also propose per-hour, or project-based settlement to the Vendor.

The revision process also includes giving professional feedback on translation quality. The Reviser is not entitled to any separate remuneration for giving such feedback. If the Language Service Provider expressly requests the Reviser to prepare a written expert opinion on the basis of the revised text, the Language Service Provider will agree on the remuneration with the Reviser.

We apply the following weighing grid for commissions for revision. Any divergence from this grid is subject to a separate agreement concluded between the Language Service Provider and the Vendor.

repetition	5%
101% match	15%
100% match	15%
95-99% match	30%
85-94% match	70%
<84% match	100%

### 2.3. Other written service

In case of other written services, the service charge shall be subject to a special separate agreement.

### 2.4. Interpreting

In case of interpreting, settlement may be carried out based on hourly, half-day, or full-day units. The duration of interpreting shall include the entire standby time during which the Interpreter must be present at the site of the interpreting. The Interpreter undertakes to arrive at the venue at least 15 minutes before the official start time of interpreting, and at least 30 minutes before that in case of simultaneous interpreting. The Interpreter undertakes that in case of remote interpreting, he/she shall be at the Language Service Provider's disposal at least 15 minutes before the official start time of interpreting. The duration of the interpreting shall not be influenced by the rest periods, lunch break, etc. scheduled during the event. These types of downtimes are also included in the standby time.

For Over the Phone Interpretation (OPI) and consecutive remote interpreting (VRI) accounts are settled based on 15-minute units. The settlement of remote simultaneous interpreting (RSI) is based on hourly rates.

Half-day shall mean a duration of 4 hours at the most. The half-day rate shall be 60% of the current full-day rate. If the standby time exceeds 4 hours by more than 30 minutes, the Language Service Provider shall pay the full-day rate to the Interpreter.



A full day shall mean a standby time of 8 hours at the most. If the standby time exceeds 8 hours by more than 30 minutes, the Language Service Provider shall pay to the Interpreter an overtime rate by the hours started — the overtime rate shall be 125% of one-eighth of the current full-day rate. The Interpreter may be obliged to work 2 hours of overtime at the most.

Other than the interpreting charge, the Language Service Provider shall not pay a standby fee or travelling expenses in the area of Budapest or the urban agglomeration of Budapest<sup>1</sup>.

In case of interpreting events outside the urban agglomeration of Budapest, the Language Service Provider shall establish a standby fee for the time of the Interpreter spent travelling, and it shall calculate travelling expenses to be paid on the basis of current fuel prices, and motorway tolls. If the venue of interpreting is outside the urban agglomeration of Budapest, and the interpreting event starts before 9:00 a.m., the Language Service Provider may arrange appropriate accommodation for the Interpreter for the night before the interpreting event, if the Interpreter so requests. Ideally, the accommodation should be an at least 3-star hotel — or a boarding-house providing equivalent quality amenities and services — located close to the site of the interpreting.

Interpreting to be performed abroad shall be subject to individual agreement.

### 3. Acceptance of Ad Hoc Orders

The Language Service Provider shall record every ad hoc order in a PO sent from the XTRF Translation Management System. The PO shall include all the information and documents that are necessary for performing the given task and that are construed as important in terms of the appropriate performance of the order.

By accepting the order, the Vendor undertakes that he/she shall be capable of carrying out the given assignment, which means that he/she has the appropriate knowledge, professional experience, and technical background. The order may be considered as accepted upon the Vendor's confirmation by email, in possession of the aforementioned information and documents, that he/she shall undertake the assignment. The Vendor shall accept the order as soon as possible, but no later than a time that leaves sufficient time for properly meeting the prescribed deadline. The Language Service Provider may cancel the order prior to its acceptance.

It is expressly forbidden by the Language Service Provider to transfer or assign the Ad Hoc Order, either in whole or part.

### 4. Urgency

In case of written services, the order shall be construed as urgent if the Vendor has to perform the order on the day of accepting the order or within 24 hours after its acceptance, at the most. However, the Language Service Provider may pay an express surcharge in case the Vendor must perform the language service between 7:00 pm on the order date and 9:00 am on the following day. The Language Service Provider reserves the right to conclude individual agreements.

In case of providing verbal services, the order shall be construed as urgent if the Interpreter has to be available on the day of confirmation of the order, or within 24 hours after the acceptance at the most. The Language Service Provider does not pay any express surcharge to the Vendor on interpreting assignments. Nevertheless, the Language Service Provider reserves the right to conclude individual agreements.

### 5. Expected Care and Quality

When performing the service, the Vendor is expected to proceed with due care. Before accepting the order, this also includes the Vendor's obligation to consider whether he/she can undertake the given task responsibly, and whether he/she has the qualifications, professional experience, and, in the given case, technical background, necessary for proper performance. By accepting the order, the Vendor declares that he/she can undertake the given task responsibly, has the necessary qualifications, professional experience and technical background, and agrees to perform the order by the deadline, and under the terms defined by the Language Service Provider.

In addition to the above, the Language Service Provider shall determine the following minimum requirements:

#### In case of written services

- 1) Collection of unknown, or not clearly identifiable abbreviations, acronyms, and terminology occurring in the source language text, and sending the list to the Language Service Provider, prior to the delivery of the text,
- 2) Indication of important remarks related to the source or target language text (in the text itself or in an accompanying letter),
- 3) Independent research on the Internet, if the text so justifies,
- 4) Using the character set appropriate for the target language,
- 5) Running spell-check on the completed target language text,
- 6) After completing the translation, running the QA of the CAT tool, and checking the error list in detail,
- 7) Participation in terminology database building,
- 8) Communication with the other members of the translation team, and the project manager in case of group translation.

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<sup>1</sup> Pursuant to Annex 1/1 of Act CXXXIX of 2018 on the Spatial Plan of Hungary and Certain Key Regions, the towns comprising the Budapest Agglomeration Area



#### **In case of verbal services**

- 1) preparation using the reference materials provided by the Language Service Provider,
- 2) independent preparation (research on the internet in connection with the given subject, company, organisation),
- 3) in case of events with several interpreters, consultation about terminology with the other interpreters,
- 4) arrival on time,
- 5) clothing suitable for the occasion, and compliance to the specified dress-code, if applicable.

In case of urgent orders, the Vendor shall be obliged to complete the order to the best of his/her knowledge, however, taking into account the fact that the ideal working conditions are not necessarily given in such cases, the Language Service Provider shall determine the expected care and quality according to the circumstances.

#### **In case of other services**

##### **Event technology**

- 1) preliminary assessment and coordination of the venue of interpreting with the project manager, or, at the explicit request of the Language Service Provider, with the Principal,
- 2) arrival on time,
- 3) allocating tools and human resources in adequate numbers and quality on the site.

##### **Studio Technical Services**

- 1) Exact performance of the tasks specified in the PO,
- 2) Existence of technical requirements,
- 3) The delivery of the performed work by the delivery date.

##### **Other services**

As specified in the PO.

## **6. Inadequate Quality**

### **6.1. Written Service of Inadequate Quality**

A translation that contains obvious errors qualifies as a translation of inadequate quality, and the Language Service Provider reserves the right to deduct 15% (penalty) from the order fee, and to return the translation to the Vendor for correction, who shall perform the necessary corrections by the additional deadline defined by the Language Service Provider. If the Vendor cannot comply with this, the Language Service Provider shall reserve the right to acknowledge performance only in part.

Depending on the quantity and type of the errors, the Language Service Provider may decide to request the correction from another expert. In case of unacceptable translation of strikingly poor quality, the Language Service Provider shall send the expert opinion prepared regarding the translation to the Vendor involved, who has an opportunity to respond to the quality complaint. If the Vendor cannot provide a professionally adequate explanation regarding the contested sections of the text, the Language Service Provider may cancel the order, or (at its own discretion) pay up to 50% of the service charge to the Vendor.

The following in particular constitute unequivocal errors:

- 1) Failure to run QA, and/or ignoring the QA report.
- 2) Spelling error, or misspelling that are recognised by the spell check function of Word or Hunspell.
- 3) Inconsistency: different translation of identical segments, stemming from oversight.
- 4) Inconsistent term usage, inconsistent translation of key terms.
- 5) Error stemming from inappropriate transcription of numbers.
- 6) Disregarding mandatory terminology, using forbidden terms.
- 7) Omission.
- 8) Grammatical error.
- 9) Serious misinterpretation that may distort the meaning of the text.
- 10) Translation that cannot be construed.
- 11) Errors stemming from disregarding the submitted reference materials, and/or style guide.
- 12) More frequent than usual occurrence of minor errors, or errors subject to subjective judgement, perceived by the Language Service Provider.

The following shall be construed as less severe errors, subject to subjective judgement:

- 1) Spelling error, or misspelling that is not recognised by the spell check of Word or Hunspell, e.g. if an existing word is created through the typo that, however, does not fit in the context.
- 2) Less severe stylistics error — in individual cases, appropriate style is a question of subjective judgement.
- 3) Inaccuracies stemming from lack of adequate effort, lack of background work by the translator — if the conditions necessary for ideal work performance are not given, e.g. the deadline is especially short compared with the length/difficulty of the translation.
- 4) Minor language usage/grammatical errors that do not distort the meaning if the translator did not translate into his/her native language.



- 5) Incorrect translation of special terms — in particular special terms used in the given sector, or within the company of the Language Service Provider's principal —, unless the Vendor was given the opportunity to consult the Language Service Provider about the terms.

## 6.2. Verbal Service of Inadequate Quality

Service performance shall be construed as clearly non-compliant if the Interpreter:

- 1) fails to appear at the venue of interpreting (except for force majeure), or shows up for the assignment in a condition unfit for interpreting,
- 2) appears at the venue of interpreting with a delay of more than 10 minutes compared to the time specified (except for force majeure),
- 3) provides interpreting of poor quality (serious language inaccuracy, lack of knowledge of technical terms, lack of preparation, interpreting deficiencies),
- 4) fails to comply with the business protocol required by the Language Service Provider (dress-code),

It shall be construed as quality error subject to subjective judgement if the Interpreter:

- 1) provides interpreting of mediocre quality (slight language inaccuracies, lack of knowledge of some technical terms),
- 2) expresses an opinion regarding any detail of the work exceeding his/her competence, and/or in an unacceptable manner in the presence of the participants.

The Language Service Provider shall communicate the quality complaint to the Interpreter. The Language Service Provider shall thoroughly examine all quality complaints, and, in the course of this, requests feedback from other participants of the interpreting event; if there were several interpreters present on the part of the Language Service Provider, it shall also rely on their position as well; and, finally, it shall provide an opportunity for the Interpreter to respond to the criticism of his/her work. Based on this information, and all the circumstances of the case, the Language Service Provider shall decide whether it accepts performance in part, or in full.

## 6.3. Inadequate Quality in case of other services

### Event technology

**It shall be construed as clear non-compliance if the Vendor responsible for event technology:**

- 1) as a consequence of inattentive on-site assessment, the setting up or the transfer of the technique by the deadline encounters difficulties,
- 2) fails to appear at the venue of interpreting (except for force majeure),
- 3) the technology has not been delivered by the time scheduled in the PO,
- 4) allocation of technical equipment of poor quality or insufficient technical equipment or human resources.

### Studio Technical Services

**It shall be construed as clear non-compliance if the Vendor responsible for studio technology:**

- 1) fails to perform the ordered service by the delivery date specified in the PO (except for force majeure),
- 2) transmits audio files of poor quality or not properly edited subtitles to the Language Service Provider.

### Other services

In cases of other services, it shall be construed as clear non-compliance if the Vendor fails to meet the priority conditions specified in the PO.

### Warranty in case of verbal service

In case of interpreting, no warranty may be enforced for interpreting speeches significantly exceeding the normal pace of speech, or speeches that delivered in a way that considerably differs from standard language (e.g. dialects), or relayed under poor technical conditions (inadequate sound, interpreting equipment of inappropriate quality), or for the interpretation of texts that are unintelligible even in the source language.

## 7. Computer-Assisted Translation (CAT) Software

The Language Service Provider manages all written projects by using computer-assisted translation (CAT) software called memoQ. For the duration of the performance of the given order, the Language Service Provider shall lend a free mobile licence to the Vendor who does not have a memoQ licence on his/her own, and who provides language services of ad hoc nature. The Language Service Provider shall assist the Vendor with written training materials as well as tailor-made, small-group training, if requested, in order to become acquainted with the use of the software.

In case of certain orders, it may occur that the Language Service Provider expects the use of another CAT tool from the Vendor — in such cases, the Language Service Provider shall endeavour to make the appropriate software background available to the Vendor.

The Vendor shall be obliged to use the resources made available to him/her by the Language Service Provider, with special regard to translation memories and terminology databases, including also non-default project settings.

If the Vendor works in an online project on the memoQ server of the Language Service Provider, at the explicit request of the Vendor, the Language Service Provider shall share with him/her the translation memory and terminology database that the Vendor has built during the actual work.



## 8. Information Security and the Use of Artificial Intelligence

The Language Service Provider shall treat all documents and information provided by EDIMART as confidential and shall ensure their protection through appropriate technical and organisational measures.

Uploading or processing EDIMART materials in publicly accessible or not specifically EDIMART-dedicated machine translation (MT) or artificial intelligence (AI) systems without EDIMART's prior written consent is prohibited.

Any authorized use of MT/AI shall not relieve the Service Provider of its quality and confidentiality obligations under the contract.

## 9. Communication

The Language Service Provider is available continuously on working days, from Monday to Friday, between 9:00 a.m. and 6:30 p.m. both by email, and phone. Outside the opening hours indicated above, the Language Service Provider also takes calls from Vendors on the +36 20 234 1138 mobile phone number, this number is, however, unable to receive SMS messages during this period. Should any question related to the order arise, the Vendor may request information from the Language Service Provider.

Without the written consent of the Language Service Provider, the Vendor may not contact the principal of the Language Service Provider under any circumstance whatsoever, he/she may not request information from it in connection with the performance of the order, terms of payment, quality complaints, or future orders.

## 10. Obligation to Inform

The Vendor shall immediately notify the Language Service Provider in writing or by phone about any circumstance or issue that may jeopardise the performance according to the agreement, e.g. if it cannot activate its licence, it has not received the promised reference materials, in case it would presumably be unable to deliver by the delivery date, etc., or anything else that may be of relevance for completing the order.

The Vendor shall be obliged to immediately notify the Language Service Provider if he/she finds that the conditions of performing the order differ from the contents of the agreement — e.g. the Interpreter is directly requested by the principal of the Language Service Provider for additional interpreting or other language service or translation at the site; the consecutive interpreter is requested to perform a simultaneous interpreting task; video or audio recording is made of the interpreting without the preliminary notification and consent of the Interpreter; the Vendor has not received the resources he/she is required to use from the project manager; etc.

The Language Service Provider shall be obliged to immediately take the necessary steps so that the performance of the order can be continued in accordance with the agreement. If the Vendor does not meet his/her obligation to inform, the Language Service Provider shall not be in a position to exempt him/her from the consequences stemming from inadequate performance, and the Language Service Provider may not be obliged to pay any surcharge or additional service charge whatsoever.

## 11. Contractual Penalties, Indemnification, Liability

In the event of the Vendor's late and/or defective performance, contractual penalties shall apply.

The Vendor shall be liable for any damage stemming from late and/or defective performance, or nonperformance according to the general rules of civil law, and shall reimburse the Language Service Provider for any damage it may suffer.

The Vendor may not be obliged to pay cancellation penalty, if the hindrance is independent of him/her, for example illness verified by a doctor, or force majeure. Even in case of an illness, the Vendor shall endeavour to notify the Language Service Provider about the changes as soon as possible.

### 11.1. Late Performance

**a)** In case of services to be performed in writing or of other services, failure to keep the deadline specified in the ad-hoc order constitutes late performance by the Vendor. In case of late performance by the Vendor, the penalty shall be 10% of the service charge per calendar days past due.

In case of urgent orders related to written or other services, it shall be construed as late performance if the Vendor is late by more than 30 minutes compared to the deadline specified in the order — in this case the contractual penalty shall be 5% of the service charge per hour past due.

**b)** In case of interpreting orders, it shall be construed as late performance if the Interpreter appears at the place specified in the order more than 10 minutes, but at the most 15 minutes late compared to the time of arrival specified. In such cases, the contractual penalty shall be 10% of the service charge of the Interpreter.

**c)** The Vendor responsible for event technology fails to deliver until the specified delivery date.

The Vendor may only submit its due invoice after having deducted the amount of the applicable contractual penalties. The Language Service Provider is entitled to set off any claims due by the Vendor against the latter's invoice by issuing a unilateral statement.



## 11.2. Nonperformance

- a) In case of written or other services, it shall be construed as nonperformance if the Vendor fails to perform the ordered service even by the new deadline specified by the Language Service Provider.
- b) If the Language Service Provider stipulates in writing that a specific language service can only be submitted until a specific time as it would become devoid of purpose after that time, late performance shall be construed as nonperformance.
- c) In case of interpreting orders, it shall be construed as nonperformance if the Interpreter arrives at the place of the interpreting event more than 15 minutes late compared to the time specified, or does not show up at all.
- d) It shall be construed as non-performance if the Vendor of other service(s) does not show up at all at the place, and at the time specified in the order.

In case of nonperformance, the contractual penalty shall be 100% of the relevant ad hoc service charge, and the Vendor shall not be entitled to submit an invoice. Enforcement of the contractual penalty stipulated for the case of nonperformance shall preclude the claim of contractual penalties specified for performance or late performance.

## 11.3. Liability

The Vendor shall be liable for the professional reliability and excellent quality of the work performed by it.

The Vendor shall be liable for damage incurred by or caused to the Language Service Provider during the performance of the project, by the Vendor and/or the contracted partners, members, employees, subcontractors, their respective relatives and the affiliates of the Vendor (hereinafter jointly referred to as "**Vendor Collaborating Partners**"). Accordingly, the Vendor acknowledges and warrants with respect to the liability for damages that the Vendor shall be liable for the activity of any Vendor Collaborating Partners as for its own, and consequently it shall indemnify the Language Service Provider notwithstanding whether their legal relationship underlying the liability for damages actually exists or has been terminated at the time of the damaging act or the occurrence of the damage.

The Language Service Provider shall not be liable for damage caused by Vendor Collaborating Partners.

If information, documents or declarations is required to be obtained from Vendor Collaborating Partners for the performance of the relevant task, and if such information, documents or declarations are deemed material, the Vendor represents and warrants that such information, documents or declarations are obtained by the Vendor Collaborating Partners within the delivery date agreed by the Parties.

In performing the service pursuant to the order by the Language Service Provider to the Vendor, the Vendor shall not be liable for damage caused by the erroneous or untimely decision of the Language Service Provider, unless such decision was made based on the suggestion of the Vendor, or resulted from the Vendor's failure to notify.

The Vendor shall enforce these GTCP, the separate non-disclosure agreement and the provisions of the PO against the Vendor Collaborating Partners. The Vendor may stipulate rules for the Vendor Collaborating Partners that are stricter than those stipulated in the documents listed above.

The Parties agree that Vendors engaged by the Language Service Provider on ad hoc project basis may not employ any collaborators or performance agents without the prior written consent of the Language Service Provider.

## 12. Terms of Payment

For the service performed, Vendor shall issue an invoice payable by bank transfer, the payment deadline of which — unless agreed otherwise — shall be 35 calendar days from the date of receipt of the invoice. The Language Service Provider shall not accept hand written paper invoices. Invoices duly and properly issued by Vendor in compliance with the currently effective laws with the help of the selected invoicing software shall be delivered by the Vendor to the Language Service Provider in email.

The Vendor and the Language Service Provider agree to monthly settlement at the end of each month. The Language Service Provider undertakes to send the Vendor the detailed accounts of the services performed at the latest on the third working day following the reference month, and the Vendor is entitled to issue his/her invoice on the basis thereof.

Where appropriate, the Parties may agree on individual settlement methods.

The Parties agree that the day of payment is the day when the remuneration is debited on the account of the Language Service Provider.

In case of payment via PayPal, the Language Service Provider shall start the transfer by indicating the Purchase/Services option.

In case of transfer of foreign currencies, the domestic bank charges shall be borne by the Language Service Provider, and the foreign bank charges shall be borne by the beneficiaries, respectively.

In case of late payment by the Language Service Provider, the Vendor is entitled to issue an invoice on the default interest based on the prevailing central bank base rate, which the Translation Service Provider shall settle by the specified payment deadline.



## 13. Cancellation of Orders

### 13.1. Cancellation by the Language Service Provider

#### In case of written services

In case of written services, the Language Service Provider may cancel the order without consequences if, at the time of the communication of such lapse of interest of the Language Service Provider to the Vendor, the performance of the service has not effectively begun.

If the performance of the written service has effectively begun, after cancellation of the order, the Vendor shall immediately send the work already completed until the time of cancellation to the Language Service Provider, and the Language Service Provider shall pay the proportionate charge.

#### In case of verbal services

- a) In case of interpreting assignments not exceeding 5 working days, the Language Service Provider may cancel the order without any financial penalties at least 2 calendar days before the starting date of the assignment. In case of cancellation within 2 calendar days, the Language Service Provider shall be obliged to pay 50% of the charge for the first day of the ordered service to the Interpreter; in case of cancellation within 1 calendar day, it shall be obliged to pay 100% of the service charge for the first day to the Interpreter. The Language Service Provider shall not pay cancellation fee for the remaining days.
- b) In case of interpreting assignments exceeding 5 working days, but not more than 10 working days, the Language Service Provider may cancel the order without any financial penalties at least 5 calendar days before the starting date of the assignment. In case of cancellation within 5 calendar days, the Language Service Provider shall be obliged to pay the Interpreter 100% of the service charge for the first 2 days. The Language Service Provider shall not pay cancellation fee for the remaining days.
- c) In case of interpreting assignments exceeding 10 working days, the Language Service Provider applies the cancellation terms and conditions specified in paragraph b), however, the Language Service Provider is entitled to conclude a separate cancellation agreement with the Interpreter, which agreement shall be included in the PO.

Orders for several working days shall mean continuous working days.

In addition to the above, the Language Service Provider shall do its utmost to compensate the cancelled orders with other orders, preferably in the period in which the cancelled order would have been implemented.

#### In case of event technology services

The Language Service Provider may be required to pay 100% of the service charge in case the event technology services are cancelled within 5 days from the event, and 50% of the service charge if the services are cancelled within 6-8 days from the event.

### 13.2. Withdrawal by the Vendor

If the Vendor is forced to withdraw from the already accepted order, he/she shall be obliged to immediately notify the Language Service Provider to this effect. The Vendor shall commit himself/herself to immediately notify the Translation Service Provider of the withdrawal, thus causing even less damage to the Language Service Provider. Without the explicit written consent of the Language Service Provider, the Vendor may not pass the order along to a third party, as this qualifies as a material breach of the contract.

#### In case of written services

If the Language Service Provider lays claim to the work prepared until the time of the cancellation, the Vendor shall be obliged to submit it to the Language Service Provider. Depending on the circumstances of the cancellation, the Language Service Provider may pay the charge for the work already performed to the Vendor at a full or reduced rate, at the Language Service Provider's discretion.

If the withdrawal of the Vendor makes it impossible for the Language Service Provider to contractually perform the given project, the Language Service Provider shall not be entitled to submit an invoice, and the withdrawal penalty to be paid by the Vendor shall be 50% of the relevant ad hoc service charge.

#### In case of verbal services

In case of interpreting assignments not exceeding 5 working days, the Interpreter may withdraw from the order without any financial penalties at least 3 business days from the starting date of the assignment. As withdrawal penalty, in case of withdrawal within 3 working days, the Interpreter shall pay the Language Service Provider 50% of the charge of the service ordered; in case of cancellation within 1 business day, the withdrawal penalty is 100% of the service charge.

In case of interpreting assignments exceeding 5 working days, the Interpreter may cancel the order without any financial penalties at least 8 working days before the starting date of the assignment. In case of cancellation within 8 working days, as withdrawal penalty, the Interpreter shall pay the Language Service Provider 25% of the service charge for the first 5 days, 50% in case of withdrawal within 5 working days, and 100% of the service charge related to the first 5 days in case of withdrawal within 3 working days.



#### 14. Data Management, Confidentiality Obligation

The Language Service Provider may, from time to time, supply its sub-contractors, at their discretion, with documentation and information necessary for performing the projects to be completed for its clients. The Vendor shall keep strictly confidential all documents and information made available to or received by it, irrespective of whether these were transmitted to the Vendor by post, electronically, or verbally.

The Vendor shall fulfil the order personally, and may not involve a collaborator without the Language Service Provider's prior written permission.

The Vendor may use such documentation and information solely for the purpose of carrying out the activities necessary for performing his/her obligations existing vis-à-vis the Language Service Provider, in accordance with the conditions of the given project according to the agreement. The Vendor shall take all reasonable steps to avoid the disclosure, dissemination and unauthorised use of the documents and other information, and as such:

- a) The Vendor shall be bound by complete confidentiality with respect to any and all verbal information and written materials communicated or handed over to him/her by the Language Service Provider. The obligation of confidentiality shall extend to, among others, any and all facts and circumstances, solutions or data related to the order and the Language Service Provider's principals that concern the person of the principal, personal data, financial situation, business activities, business management, ownership and business relationships, as well as the financial balance and turnover, of the Language Service Provider or their principal. Breach of said confidentiality obligation shall incur indemnification obligations.
- b) The Vendor shall have liability for damages in connection with retaining data and information that he/she becomes aware of during the performance of ad-hoc orders; with using such data and information exclusively within his/her scope of duties; with not disclosing such data and information to any third persons neither in part, nor in full; and with not making said data and information accessible to any third persons in any way, or form. The Vendor may not use any data or information that he/she becomes aware of to gain direct or indirect advantage for himself/herself or for any third persons, and furthermore, to cause any damage to the Language Service Provider, or to the principal of the Language Service Provider.
- c) The Vendor shall commit himself/herself not to use outside his/her scope of duties any work procedures, solutions or record-keeping systems used, developed by the principal of the Language Service Provider that he/she becomes aware of during the performance of ad-hoc orders; not to disclose these to any third persons; not to make them accessible to any third persons in any way or form; and not to use them to gain advantage for himself/herself or for any third person. He/she shall, therefore, acknowledge that any procedures, solutions or record-keeping systems made available to or learnt by him/her are the sole property of the principal of the Language Service Provider, and the Vendor shall make no claims to these on any grounds.
- d) Vendors and providers of other services may not take pictures nor record video, audio during the performance of the service, unless they have written permission to do so from the Language Service Provider.
- e) The Vendor undertakes not to use any publicly available machine translation engine during the completion of projects received from the Language Service Provider. The Vendor acknowledges that processing documents, made available for the Vendor by the Language Service Provider, with publicly available machine translation engines breaches the general principles relating to data processing and confidentiality. The Vendor shall undertake that in case he or she wishes to use a (publicly not available) machine translation engine against payment, he or she shall inform the Language Service Provider accordingly and ask for its prior written consent. The Vendor acknowledges that, as the case may be, the Language Service Provider may refuse to consent.

Vendors responsible for voice-over, subtitling and other audio-visual tasks may not, without the prior written permission of the Language Service Provider, use the audio materials and the finished video material towards third parties as reference material either during the term of the services or thereafter. Furthermore, it may not grant third parties access to such information, nor may it disclose such information to third parties, and it may not publish, misuse or use them for purposes other than stipulated in the agreement concluded with the Language Service Provider. The Language Service Provider may not unreasonably refuse to grant its prior written permission.

The Vendor undertakes to return all audio materials and finished video materials at the Language Service Provider's request; and it shall irrevocably destroy every copy, replication, data carriers that may be in its possession, unless the Vendor is authorised or bound by law or other norms to retain them, and it shall immediately notify the Language Service Provider anytime the court or an other authority requests the disclosures of the audio material and the finished video material (to the court or other authority). Should the Vendor be in breach of its obligation stipulated in this paragraph with respect to confidentiality, it shall pay the Language Service Provider HUF 1,000,000 (in word one million Hungarian forint) as penalty for the breach within 8 days from the receipt of the request to this effect. The Vendor shall also indemnify the Language Service Provider for all excess damages.

The obligation of confidentiality shall apply both to the Vendor and Vendor Collaborating Partners. The Vendor undertakes and warrants that the Vendor Collaborating Partners and their members are made aware of and accept to be bound by the confidentiality obligation. Consequently, the Vendor shall be liable for full compliance with the confidentiality by the Vendor Collaborating Partners. Accordingly, the Vendor acknowledges and warrants with respect to confidentiality that the Vendor shall be liable for the activity of any Vendor Collaborating Partners as for its own, and consequently it shall indemnify the Language Service Provider notwithstanding whether their legal relationship underlying the liability for damages actually exists or has been terminated at the time of the breach of confidentiality.

The Vendor acknowledges that failure to comply with any of the above gives rise to criminal liability. The Vendor acknowledges that he/she shall be liable for damages arising from the breach of the present confidentiality obligations in accordance with the provisions of civil law. The Parties expressly agree that the obligation of confidentiality [shall survive for ever / shall bind the Vendor for 5 years following the termination of the agreement with the Language Service Provider for whatever reason].



## 15. Ban on Competition

By accepting the order, the Vendor undertakes that he/she shall not establish a direct work relationship with the Principal of the Language Service Provider, and shall not conduct price negotiations with it within two years from the performance of the given order.

In case of interpreting assignments, the Interpreter may not hand over his/her own business card or private contact data to the persons involved in any way in the interpreting event and the persons he/she met in connection with such event, under any circumstances whatsoever.

The ban on competition shall equally pertain to the sub-contractors controlled by the Vendor as well. An exception from the ban on competition is if the Vendor had already had a direct working relationship with the principal of the Language Service Provider in a provable manner before the acceptance of the order received from the Language Service Provider.

The Vendor, as well as any other legal entities partly or fully, indirectly or directly owned by the Vendor, their affiliated companies, close relatives, relatives or other persons collaborating with the Vendor under or without an agreement, and the Vendor's employees (hereinafter collectively: "**Stakeholders**") undertake to refrain from establishing a work relationship or any other civil law legal relationship with the Language Service Provider's clients for two years from the time of completion of the specific order.

The Vendor responsible for voice-over, subtitling and other audio-visual tasks undertakes not to use the finished video material and audio material in particular as a reference material to the client of the Language Service Provider without the prior written consent of the Language Service Provider.

The Vendor is considered to be in breach of the provisions stipulated in this section in particular if it contacts the client of the Language Service Provider without the written consent of the Language Service Provider.

In case of a breach of the obligation stipulated in this section, based on the agreement concluded with the client of the Language Service Provider, the Vendor shall pay the Language Service Provider a penalty amounting to double the amount of the consideration paid to the Vendor. This does not affect the Language Service Provider's rights to further indemnification.

The ban on competition shall not pertain to the performance of tasks or the filling of a post the subject of which is not related to providing language services or not directly linked to posts relating to language services (DTP, text editing, voice-over, subtitling, intercultural training, etc).

## 16. Force Majeure

The Parties shall be exempted of the legal consequences determined in this GTCP, if the breach of contract or the cancellation of the ad hoc order before its performance is caused by a reason that is construed as force majeure on the basis of this GTCP. Each extraordinary event that originated for a reason beyond the will and sphere of interests of the Parties, and is unforeseen and inevitable shall be construed as force majeure. This shall include, but not be limited to, the following: natural disaster, war, fire, epidemic, quarantine, general strike, and restrictions of transport. The party affected by the force majeure event shall be obliged to immediately notify the other party in writing — or via any telecommunication device in case of hindrance of this — about the circumstances, reason and expected duration of existence of the force majeure event, unless the force majeure is publicly known. In case of delay or failure of notification, the party shall be liable for the breach of the provisions of this GTCP and the ad hoc order according to the provisions of the GTCP.

If statutory or authority restrictions related to an epidemic may prevent or delay the performance of the project, the Vendor shall immediately notify the Language Service Provider thereof, and it shall use its best endeavours to fully cooperate with the Language Service Provider in order to ensure that the project is completed. If such measures prevent the performance of the contractual obligations by the Vendor or by the Language Service Provider, such shall not be deemed a breach on the part of either party.

## 17. Intellectual Property Rights

### Licence

The Parties agree that the Vendor shall unconditionally and irrevocably transfer to the Language Service Provider the materials, ideas, procedures, translations, and all intellectual creations and works, etc. created by the Vendor in the context of and in relation to the order and submitted to the Language Service Provider, as well as the associated transferrable rights, which are transferred to the Language Service Provider's exclusive ownership upon payment of the relevant service charge to the Vendor, and the Language Service Provider shall be exclusively entitled to use, publish, or rewrite those, and it shall be exclusively entitled to dispose over those — including also the transfer of those to others — within the territory of Hungary and abroad.

The Language Service Provider represents and warrants that for the purpose of Section 16 material issue shall mean anything the lack of which prevents the agreement from being concluded with the Vendor.

### Manner, extent and duration of use

By paying the order fee to the Vendor, the Language Service Provider becomes absolutely entitled to all of the rights defined in Article 17 of *Act LXXVI of 1999 on Copyright* (hereinafter: Copyright Act) on all intellectual property potentially created in the course of order fulfilment, and to exercise any other existing rights, without restrictions, for an indefinite period but at least 100 years, in all of the states and land, sea or air of the World in all existing and imaginable ways (electronically, in hard copy form, on things, etc.), and by any method. The Language



Service Provider obtains the exclusive and unrestricted right to alter, adapt and use (applicable to all forms of use) within the meaning of Section 17 of the Copyright Act, in any results of the Vendor's activity.

The Language Service Provider is entitled to disclose and use the result of the activity, grant permission for its further use, transfer its right of use, rewrite any translation or work, or have the translation or work rewritten, or change it in any way. The Language Service Provider is entitled to copy and disseminate any result of the Vendor's activity, to make visual or audio recordings of it, and to copy it to a computer or electronic storage media. In the event of any legal succession affecting the Translation Service Provider, all property rights are transferred to the Language Service Provider's successor. The Vendor may not transfer its copyrights to any third parties or grant licenses for their further use. By concluding this agreement, the Vendor expressly grants the Language Service Provider free of charge all of its exclusive transferrable copyrights as a consequence of which the Vendor itself may not in any way or form use, utilise the deliverables of any project, either in whole or part.

The Parties agree that the work delivered to the Vendor shall be deemed work delivered for advertising under Section 63 of the Copyright Act.

#### **Remuneration**

The service fee shall include the fee payable for the licence and the transfer of the copyrights, which shall equal to 20% of the service fee, and the Vendor shall expressly accept it (in particular subject to the temporal limitation of the licence and the purpose of advertising) as a fair and proportionate compensation for the services. The Vendor may not claim any further consideration for the licences stipulated in this Section 16.

#### **Release from third party claims**

The Vendor expressly agrees that if (a) any of its representations or warranties made in relation to the transfer of the copyrights, prove to be false, or (b) third parties (including in particular, but not limited to performing artists or audio recording producers as copyright holders) submit claims against the Language Service Provider or its client, the Vendor shall release the Language Service Provider and its client so as to ensure that the use objected to by such third parties was lawful and free of any claims, and it shall indemnify the Language Service Provider and its client for the damages incurred by them.

The Parties agree that accept the remuneration under this section as fair and proportionate consideration subject to the methods of use, in particular the characteristics of use for advertising to a large public. The Parties expressly agree to exclude the right to challenge under Section 6:98 of Act V of 2013 on the Civil Code ("Civil Code").

#### **Representations and warranties**

The Vendor represents and warrants that the exclusive rights to use intellectual property created as a result of the work shall be obtained by the Language Service Provider, and during the notification period and thereafter, no third parties hold any right (exclusive copyright or licence or any other right) that may prevent, limit, restrict the acquisition of right by the Language Service Provider hereunder and the use of the works in the future, or that may create a royalty fee liability thereafter.

The Vendor represents and warrants, and also undertakes that on, before or after the date of this agreement it has granted and will grant third parties no exclusive or non-exclusive licence in the intellectual properties.

The Vendor represents and warrants that it will not submit any claims in the future with respect to the rights and licences transferred under this section.

The Vendor represents and warrants that with respect to work created during the projects hereunder and subject to collective rights management, if any, for some future use, the rightholders expressly, unconditionally and irrevocably waive their full right to all royalty fees enforceable under the collective rights management.

#### **Special rules applicable to audio recording services**

If the Vendor provides services to produce and deliver audio recordings, in particular, but not limited to the delivery of recordings of native speaker performing a finished text, the Vendor shall, in addition to the other warranting in this section, represent and warrant the following:

(i) the performing artist has, for an appropriate remuneration, granted the Vendor lawful and exclusive licence, unlimited in time and space as stipulated in the paragraphs above, to use the performance and the audio recording thereof in any way and to grant further exclusive sub-licences, including in particular, but not limited to recording the performance, and to reproduce, broadcast or otherwise transmit, make available on demand the recorded performance,

(ii) the audio recording producer has, for an appropriate remuneration, granted the Vendor lawful and exclusive licence, unlimited in time and space as stipulated in the paragraphs above, to use the audio recording thereof in any way and to grant further exclusive sub-licences, including in particular, but not limited to reproduce, broadcast or otherwise transmit, make available on demand the audio recording.

#### **Applicable law, jurisdiction**

The Parties expressly agree that the licence agreements incorporated into these GTCP, and also all copyright issues related to the services delivered by the Vendor shall be governed by the laws of Hungary.

The Parties expressly agree to submit themselves to the exclusive jurisdiction of the courts of Hungary with respect to the licence agreements incorporated into these GTCP, and also the liability and copyright disputes related to the services delivered by the Vendor.

#### **Granting previous licences**



Should the Vendor employ a collaborator or subcontractor for the performance of this agreement, it shall conclude the agreements with the collaborator or subcontractor so that such agreements contain provisions identical with the provisions in this chapter in their essence and legal effect.

## 18. Information security requirements

The Vendor undertakes to become familiar with these information security requirements and, by accepting the GTCP, it confirms its acceptance of the requirements. Should the Vendor employ a collaborator or subcontractor, it shall conclude the agreements with the collaborator or subcontractor so that such agreements contain provisions identical with the provisions in this chapter in terms of content and legal effect.

Access to the Language Service Provider's IT systems is restricted to persons who have an active role in activities related to the Language Service Provider. The Vendor coordinates the request for access with the Language Service Provider's contact person.

Work in the Language Service Provider's IT system is only possible after the necessary familiarisation with the Language Service Provider's Information Security Policy.

The Vendor acknowledges that its activities may be monitored when using the Language Service Provider's systems and ensures that its collaborators or subcontractors are aware of this fact.

The Vendor must define a formal procedure in its information security policy for information security incidents committed by its employees, collaborators or contributors working under the agreement with the Language Service Provider.

The Vendor reports to the Language Service Provider's contact person without delay if an information security incident occurs in its sphere of interest (at its collaborators, contributors or in its own IT system) that affects the data provided by the Language Service Provider.

Where the legal relationship of the Vendor's collaborator or subcontractor working on the Language Service Provider's assignment is terminated, the Vendor shall immediately notify the Language Service Provider.

The Vendor is responsible for maintaining the confidentiality of the access data provided. In the event of a possible compromise of access data, it immediately reports the event to the Language Service Provider as an information security incident.

The Vendor undertakes to pass on these information security requirements in respect to its collaborators and subcontractors as a contractual obligation.

### Minimum expected information security measures in the Vendor's IT system

- The Language Service Provider applies the principle of minimum access to data within the framework of the project, and only the number of collaborators or subcontractors absolutely necessary have access to the data.
- The Language Service Provider stores its data separately, logically separated from the data of other business partners.
- It controls user access to its IT system and suspends access for users who have been inactive for 90 days.
- Access to the IT system is protected by at least single-factor protection. For password management, it sets the complexity for password use in line with industry recommendations and changes passwords every 180 days as a minimum for single-factor protection systems.
- It operates an up-to-date antivirus protection system in its IT system.
- Its IT system has an intrusion protection solution (firewall) in place.
- It backs up data stored and managed in the IT system. It performs a regular data recovery tests on the backed-up data.

### Information security review and audit

The Vendor agrees that the Language Service Provider may, at its own expense, carry out up to one security review or audit per year in connection with the services provided by the Vendor. Such reviews must be announced at least one month prior to review and are implemented at a time mutually agreed on by the Vendor and the Language Service Provider. The Language Service Provider makes the results of the reviews available to the Vendor. Upon request, the Vendor presents its security policies, process and procedure documentation to the Language Service Provider for review and audit purposes.

## 19. Translation Industry Cooperation Proford-AHTI

As a founding member of Proford (Hungarian Association of Professional Language Service Providers) and co-author of the Translation Industry Cooperation Agreement<sup>2</sup> drafted and signed in 2013 between Proford and the Association of Hungarian Translators and Interpreters (AHTI), EDIMART Language Solutions accepts and considers the Agreement as binding. Hungarian Freelance Translators and Interpreters Association (SZOFT) also joined the agreement, so the agreement has been signed by all professional groups representing the whole Hungarian translation market.

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<sup>2</sup> The Translation Industry Cooperation Agreement [is available on the Proford's website](#).



This professional and business agreement that is based on mutual consent fosters efficient, forward-thinking and professional cooperation between Language Service Providers and representatives of the translation industry, and also serves as a reference with respect to the terms of cooperation, quality, technical and other resources, as well as the practical implementation of requirements concerning remuneration.

## 20. Copyright

These GTCP are under copyright protection, therefore, reproducing and/or publishing them, either in part or in full, without the copyright holder's written permission is strictly prohibited.

These GCTC and any orders and their interpretation are governed by Hungarian law.