

This document contains the **General Conditions** governing the agreement between:  
**SOGET EST SRL Language Service Provider** based in Padua, Via San Marco 11/C  
VAT No. 01689620282, represented by Mirco Ginocchi as director, hereinafter the  
"Company"  
and

.....  
(name and surname of the translator/interpreter/individual)  
born in ..... on .....

VAT no. and Tax Code ..... hereinafter the "Supplier"

or for a translation company: ..... (company name)  
with headquarters in (indicate country, city, address).....

legally represented by .....  
acting as .....  
VAT no. and Tax Code ..... hereinafter also the "Supplier"

**PREAMBLE:**

The signing of these General Conditions is a precondition to formalising and managing assignments for language services conferred by the Company on Italian or non-Italian Suppliers who operate in the language services sector, be they translators, interpreters, translation agencies or, more generally, suppliers of language services, such assignments to be occasional (i.e. one or more service assignments) or continuous in nature.

These General Conditions form the framework of an agreement for the provision of language services, which the parties also sign by means of specific documents (for instance, the Supplier Contract and Registration Form and the Job Assignment Letter) indicated below.

The parties may agree upon certain exemptions from these General Conditions, such agreement to be in writing and indicated in the aforementioned documents. This Preamble is an integral part of the contract.

**1. GENERAL**

1.1 The Supplier's activities and obligations involve the provision of language services identified in these General Conditions and in the definitions set forth in the following articles, which define parties, subject matter, performances, conduct and responsibilities.

1.2 All of the Supplier's activities will be performed in full organisational and operational independence without there being any hierarchical or subordinate relationship between the parties, in the manner and at times determined by the Supplier alone, without prejudice to the quality standards and related requirements demanded by the Company. There shall be no possibility for the Supplier, or any other person whom the Supplier involves in the assignment, to occupy a subordinate position or be in a hierarchical relationship to the Company.

1.3 If the Supplier is a translation agency, it shall be entitled to entrust the language service to its own employees or to third-party suppliers. The translation agency shall be fully responsible for the third-party suppliers, for its own employees and for their work; the Company shall have NO relationship of any kind with them. Any relationship or dealings, also for the purposes or effects of these General Conditions, is attributable to the translation agency itself, which shall be a Supplier of the Company.

1.4 The Supplier shall be responsible for organising the technical means necessary in order to perform the services and activities, and for covering any related and/or associated expenses; however, the Supplier may, if so authorised, utilise the Company's technical resources if present at the Company premises.

1.5 Where the Supplier is an individual, he/she shall implement the contractual assignment herein in person and not resort to the services of assistants, unless special written authorisation to this effect is forthcoming from the Company, save in the case of subsection 1.3 of this article.

1.6 The Company shall not intrude in the Supplier's contract performances, save within the limits provided for by law and by this contract.

1.7 The Company authorises the use of technical resources e.g. automatic translation software, but only in conformity with the provisions of the following articles.

1.8 For the purposes of this contract, the following terms shall have the associated meanings provided below:

"TRANSLATION" means the written transposition of a text from a source language into one or more target languages.

"INTERPRETATION" refers to an oral transposition from a source language into one or more target languages.

"PROOFREADING AND REVISION OF TEXTS". "Proofreading" means checking the translated text to ensure that the translation is complete and corresponds to the original text, and is free of grammatical and spelling errors. "Revision" refers to a more intensive structural intervention to a translated text, and may also involve altering the translation if necessary.

"DESKTOP PUBLISHING" refers to graphic, formatting and layout setting working activities performed on a translated file, and may also involve working on the original files to make them editable for translation purposes.

"RELATED SERVICES" refers to any services that are associated with translation and interpretation services, including the provision of special support or assistance to persons and entities (e.g. accompanying foreign guests etc.).

"LANGUAGE SERVICES", accordingly, refers in general to translation, interpretation, proofreading and revision, desktop publishing and related services.

"TRANSLATOR": the person who performs the translation, revision and related services. Often these activities are carried out by the same person or are offered by the same agency; however, a translator cannot be a revisor in the same project, and this is in order to optimise quality standards.

"INTERPRETER": the person who carries out interpreting and related services.

"SUPPLIER CONTRACT and REGISTRATION FORM" refers to the document signed upon the first contact/assignment with the Supplier, which also identifies his/her personal particulars, tax and bank details, service rates and payment deadlines and where the requisite signatures for the acceptance of these General Conditions are appended. This Form represents the permanent contractual framework between the parties, without prejudice to new or revised agreements between them.

"JOB REQUEST FORM" refers to the Company's emailed request to the Supplier to examine and evaluate a job detailed in the request itself. This document is not always required, as the Company may instead contact the Supplier by email to determine the specific scope of the assignment, which can be done by an exchange of e-mails, without all relevant particulars having to be summarised in a single e-mail request.

"JOB ASSIGNMENT LETTER" refers to the document that is always sent to the Supplier, which describes the language service to be performed that has been agreed with the Supplier. The job assignment letter indicates the fees payable to the Supplier and the delivery deadlines. Each assignment of language services conferred on the Supplier constitutes an individual contract that is based on the General Conditions and the Supplier Contract and Registration Form signed on one occasion for all time, but this can always be amended by the parties' agreement in writing. Any assignment subsequent to the first assignment requires no further signatures, as the parties agree and declare that it is enough for them to exchange e-mails containing the request and the acceptance in order for the assignment, to which these give rise, to become formally binding.

"DOCUMENT CONTAINING USEFUL INFORMATION" refers to a non-essential document which may be transmitted to the Supplier, containing other administrative, organisational and management information from the Company which does not impinge upon these General Conditions.

"PROFESSIONAL STATUS FORM" refers to the document by which the Supplier is requested to declare his/her/its tax system in order to facilitate correct invoicing, payments and tax payments by the Company.

"DATA PROTECTION DOCUMENTS" refers to any documentation required in order to facilitate compliance with obligations pursuant to domestic and international data protection rules in force at the time of the assignment.

"CONTRACT FOR CONTINUATIVE SERVICES" refers to a contract by which a Supplier can formalise an ongoing arrangement with the Company (i.e. rather than a multiple-type assignment) for the provision of translation or interpreting services without having the status of employee, where the specifics of the assignment are identified and regulated by the contract for continuative services, even if the result should be to depart from these General Conditions.

**2. RECRUITMENT OF THE SUPPLIER**

2.1 The Company permits any person/entity operating in the language services sector to apply to become a Supplier for the purposes indicated in these General Conditions, using the existing web channels or other communications methods that the professional/business operator considers suitable. A new Supplier will only be considered if that Supplier satisfies the Company's mandatory quality standards.

2.2 The Company has a list of active or inactive Suppliers available, from which it is entitled to choose, at its sole discretion, the most suitable professional candidate for each assignment.

2.3 The Company may propose the same job to several Suppliers simultaneously if this kind of multiple submission is justified by considerations of pricing, timing or competition. The Supplier chosen will be the one from the list of Suppliers contacted who, in the opinion of the Company (at its absolute discretion), is the most appropriate for that specific job in terms of speed or suitability in general.

**3. PROPOSAL FOR A FIRST ASSIGNMENT AND CONCLUSION OF THE FIRST CONTRACT**

3.1 When the Company receives a request for a language service from its own Customer, it will either carry out the service in-house or it will identify from among its Suppliers (in accordance with the previous article) a Supplier whom it considers most suitable for the job, and it will email the Supplier the proposal for his/her/its assessment (along with the request form or another preliminary request if the negotiations prove more complex), asking the Supplier if he/she/it has any questions in relation to the proposal. In order to ensure correct and prompt service

performance, it is common practice for language services to ascertain the availability of more than one supplier for the assignment, by emailing several suppliers simultaneously, but without sending a request form. Note, in any case, that a contract is formally concluded at the time the job assignment letter is sent, and not when the individual Supplier accepts a request. For these reasons the language services contract with the Company is established progressively: the initial proposal, the Supplier's assessment of the proposal and its possible acceptance (also with suggested changes, as relevant), the signing of the requisite documents in the case of a first assignment, the Company's transmission of the job assignment letter which finalises the contract.

3.2 In a case where a Supplier receives an initial work proposal, and agrees to proceed by establishing a working relationship with the Company, the Supplier will be sent the Supplier Contract and Registration Form, which establishes all the parties' mutual obligations. This form should be returned duly signed.

3.3 Only at this point will the Company send a confirmation e-mail summarising everything in the job assignment letter, and the contract is finalised.

3.4 The Supplier's work begins when the Supplier receives the official job files together with the job assignment letter, also where the Supplier has previously viewed these files only in part.

3.5 The Supplier Contract and Registration Form can always be amended at a later stage by a written agreement signed by the parties, and the parties can agree exemptions from these General Conditions provided that the exemptions do not distort the general purpose and intent of the General Conditions, and always by written agreement signed by the parties.

3.6 The provisions of this article and of the preceding and following article shall also apply to the position of language interpreter. In this case, files will not be sent unless this is necessary for the interpreting assignment, which shall be conducted in accordance with procedures and timeframes indicated in the letter of engagement.

#### **4. SUBSEQUENT CONTRACTS**

4.1 After the initial contract with a Supplier, the Company will contact the Supplier for subsequent assignments by email (with or without a request form, depending on the nature and urgency of the work), proposing new jobs to the Supplier which the latter will examine and then either accept or refuse according to the following standard fast-track methods:

- clicking on the "accept job" or "reject job" links contained in the proposal email;
- replying by email.

4.2 All of these later assignments are finalised simply by sending a job assignment letter without any further signatures being required, provided that the parties always use the same email account which is recognisable and attributable to the personal writing the email, as indicated in their personal registration details.

#### **5. IMPLEMENTATION OF THE CONTRACT, COMMUNICATION BETWEEN THE PARTIES**

5.1 Any communication between the parties concerning the implementation of the assignment shall be in writing, preferably by email, except for more minor matters that can be discussed by telephone. In the event of complaints or criticisms, or where the Supplier is responsible for partial, substantial or total non-compliance, the Company will inform the Supplier in writing (also by email alone) of any action it may take to safeguard its position and to ensure that the assignment can be properly implemented.

5.2 As the contract for the supply of language services does not require any special legal forms, the parties, in compliance with law and with these General Conditions, consider any consent provided to be formally valid if communicated by e-mail, by fax or using scanners and photocopies or printouts, and the parties consider signatures to be formally valid if they are appended at the foot of these scanned or photocopied documents or at the foot of the email communications. Mandatory signatures from the Company and from the Supplier are those required in the circumstances and in the documents indicated in these articles, which cover all cases in which the parties' expressions of intent are binding even if indicated only by e-mail and in their attachments.

5.3 All agreements that have the effect of amending prior signed documents or that depart from these General Conditions must be in writing and signed by the parties.

#### **6. MANDATORY SERVICE REQUIREMENTS**

6.1 For the translation service, the Supplier shall carry out the assignment with the utmost diligence and professionalism. The Supplier shall, by the agreed delivery deadlines and according to the terms, conditions and requirements indicated in the job assignment letter and in these General Conditions, send the Company the translated file containing the complete and definitive translation(s) of the original source text which respect(s) the quality requirements indicated in Article 7 of these General Conditions.

6.2 The same goes for all language revision services and associated services which require re-working, intervention or interaction with written texts.

6.3 The Supplier guarantees that the quality system referenced in the following article has been applied to the translation, and certifies that the necessary checks have been carried out, in a Supplier declaration made by ticking the relevant boxes

on the email delivery screen, or made in the manner required by the Company from time to time. The Supplier also undertakes not to resort to third-party Suppliers, unless the Company authorises this. The assignment to the Supplier is based on a relationship of *personal trust*.

6.4 The Company is cognisant that technological tools and machine translation portals, platforms and programmes of various kinds may assist in the translation process, and therefore notes the following:

- these resources may assist the individual translator, but they are no substitute (either in whole or in part) for the translator's professionalism, diligence and expertise, which alone can guarantee that the Supplier's assignment is carried out according to optimal quality standards.
- these resources must not compromise the security of data contained in the assigned files, especially in the case of platforms or tools that warn the user that entering the data in question will remove their confidentiality. This happens in the case of certain 'open' machine translation systems, such as "Google Translate" used in conjunction with Trados Studio.

6.5 The Translator shall be exclusively liable if the security of data included in the file(s) submitted for translation is compromised following the use of such open systems.

6.6 If the Supplier is unable to complete a formal assignment for unexpected reasons beyond his/her/its control, the Supplier shall immediately notify the Company of this. The Supplier shall also promptly warn the Company if he/she/it has knowledge of events that could make it impossible to for the assignment to be completed. In all these cases, the Supplier shall endeavour to assist the Company to find a solution that enables the assignment to be completed, without causing detriment or loss to the Company. The Supplier shall be responsible for any delay or negligence in relation to the assignment; however, the Supplier's rights shall remain unaffected where the Supplier has acted in good faith.

6.7 The Company undertakes to send the Supplier, along with the job assignment letter, all the files, texts and materials required in order to facilitate the fulfilment of contractual obligations undertaken.

6.8 Suppliers who perform interpreting services shall meet the following minimum quality requirements:

- the subject matter and topics to be dealt with at the interpreting session shall be researched and prepared in advance, thus ensuring that the interpreter has the specialised language competence that will be required;
- the interpreting assignment shall be carried out diligently and professionally, in compliance with standards that the Company always guarantees its own customers. All of this is detailed in the general conditions for the supply of interpreting services, which the interpreter shall sign, also accepting the Code of Ethics;
- the interpreter shall introduce him or herself in the Company's name at the location where the service is to be performed, at least 30 minutes in advance (unless otherwise agreed). The interpreter's physical presence should reflect a style (including aesthetic appearance as appropriate, extending to dress code etc.) that befits the situation and the nature of the business relationship in question (etiquette, specific customs of the parties, good practice);
- when the interpreting service is finished, the interpreter shall report back to the company (also verbally) on how the assignment went, providing all the necessary details.

6.9 The Company declares that it observes a Code of Ethics and has the requisite quality certifications. All of this material may be consulted on the website [www.soget-est.it](http://www.soget-est.it). The Supplier declares to have read these documents and undertakes to comply with the provisions contained therein.

#### **7. QUALITY SYSTEM**

7.1 The Supplier shall carry out each assignment in accordance with the directions provided in these General Conditions, in the individual job assignment letters and in the contracts for continuative services, and shall guarantee the quality requirements described below.

7.2 The translation services shall require the Supplier to carry out the following standard checks, in compliance with the provisions of the Company Quality System:

- completeness and accuracy (i.e. that all the texts have been translated and the material correctly transposed);
- orthographic, grammatical and syntactic correctness (i.e. proofreading of texts and applying controls using software tools, e.g.: spell-check in MS-Word, the Verify function in Trados);
- consistency and uniformity (i.e. that the same terminology is used within the document and its various parts: titles, chapters, indexes, etc.);
- suitable terminology (i.e. appropriate, proven terminological choices, e.g.: use of Termbase dictionaries provided) and any other specific checks indicated in the job assignment letter;
- software format.

7.3 The Supplier is responsible for carrying out quality controls. The Supplier shall notify the Company in writing, in good time, of any failure to carry out one or more quality controls.

7.4 The Supplier notifies the Company, in the manner most appropriate at the time, that it has carried out all the quality controls required by this Article, and also any specific controls that have been agreed in advance. The Supplier will be responsible in law and

under these General Conditions for any failure to carry out quality controls and for any non-communication in breach of the above understandings.

**8. FEES FOR SERVICES PERFORMED**

The parties shall agree fees for language services in accordance with law, observing all applicable tax provisions, and the fees shall be indicated in the job assignment letter based on the parties' agreement and on the pricing scheme indicated in the Supplier Contract and Registration Form. The agreed fees shall include any other costs and charges of the Supplier, without prejudice to any applicable legal obligations and/or alternative agreements made between the parties in respect of specific assignments.

**9. DEFAULT OF THE SUPPLIER**

9.1 For the translation service: if the transaction reveals shortcomings and the service rendered fails to meet the aforementioned requirements and standards, the Supplier shall immediately correct any errors and/or omissions highlighted. If this is not possible and the Company is obliged to correct the translation itself, it may reduce the fees payable to the Supplier according to equitable criteria, based on the cost, time and resources deployed to make the necessary corrections, without prejudice to its entitlement to seek compensation for further loss.

9.2 The Company, however, reserves the right to reject work that fails to comply with the requirements mentioned in the articles above or that does not receive proper quality control, and/or to charge the Supplier for any loss arising from the lack of quality controls or for false statements, certifications or qualifications. The failure to perform quality controls in accordance with Article 7 constitutes "non-compliance" and shall involve a downgrading of the Supplier's qualification level and/or a withdrawal of qualification, and possible termination of the existing relationship and of the possibility for future collaboration.

9.3 For interpreting services: if, due to a serious impediment (duly ascertained) the Supplier/interpreter is unable to complete the assignment, the latter shall inform the Company of this at the earliest possible opportunity and, if necessary, suggest a replacement with a similar skill set and experience.

9.4 However, the replacement will always require the Company's prior approval.

9.5 The Supplier/interpreter is answerable to the Company for unanticipated loss or expense caused by any negligence, incompetence or delay in the Supplier/interpreter's conduct or communications.

9.6 The Supplier shall be liable to the Company if the latter should receive complaints about the unprofessional quality of the translation or other service rendered to the client company. In all such cases of default attributable to the Supplier, the latter shall be liable to cover any expenses and loss caused to the Company as a result of this default, and the Supplier will incur penalties, if provided for in the job assignment letter, or will forfeit the right to receive fees, without prejudice to the Company's entitlement to seek compensation for loss under the broadest heads (e.g. damage to image, lost profits with loss of the client, etc.).

9.7 If the Supplier is a translation agency, it shall - under the previous articles - be liable in full to the Company, which has no legal relationship with the collaborators of the agency to whom it may materially entrust any language assignment.

**10. PROFESSIONAL SECRECY AND CONFIDENTIALITY, IT SECURITY**

10.1 The Supplier shall conduct his/her/its activities in compliance with applicable standards of professional secrecy, and shall not disclose to third parties any information, data and/or news received/acquired while the services are being performed.

10.2 More specifically, professional secrecy and confidentiality shall extend to any information acquired while acting in the capacity of translator, interpreter, editor, document layout specialist, or to any information which the Supplier acquires after reading documents that the Company transmits to him/her/it in the context of a specific assignment.

10.3 The Supplier undertakes, within at most 3 months of the assignment completion date, not to keep a copy or copies of any kind (hard copy, magnetic, electronic or other) of original documentation entrusted to him/her/it, and of any documentation produced, save as otherwise authorised by the Company in specific cases. At the proposal stage, if the assignment is not finalised, the Supplier shall be obliged not to retain a copy of the original documentation in any form (hard copy, magnetic, electronic or other) sent to the Supplier for viewing.

10.4 The Supplier also undertakes to keep the computer which he/she/it uses for professional purposes, password-protected, and to immediately notify the Company of any loss of and/or damage to electronic data held during the service provision. The Supplier guarantees that files transmitted to the Company and any e-mails exchanged with the Company are highly secure against viruses, malware etc.

10.5 The Supplier will be responsible for any breach of confidentiality of the Company's data and of data which the Company entrusts to the Supplier, which also includes data on the Company's customers, and for any data breach or data dissemination that occurs through the negligent use of web platforms or automated translation tools, particularly "open" systems that alert or specifically warn the user that any data entered is no longer confidential but may be shared by other users, or utilised as the platforms deem fit. This is considered to be a grave breach of confidentiality, entitling the Company to terminate the contract without obligation to pay the Supplier for work done, and to claim compensation for loss and also to report the translator's name to the client company that incurred the loss in question.

10.6 In order to carry out the assignment, the Supplier by signing these General Conditions certifies and declares to have received independent training, pursuant to the GDPR 2016, that is adequate to his/her/its position, as he/she/it may be required to engage in specific data processing operations which entail legal accountability pursuant to law and to the GDPR.

**11. CESSATION, REVOCATION AND TERMINATION OF THE ASSIGNMENT**

11.1 If, while implementing the assignment, the Company suspects or ascertains that the workflow or workload could make it impossible for the job to be completed by the agreed deadlines, or that the work is not proceeding according to agreed conditions or is being carried out negligently or incompetently, or that the provisions of these General Conditions related to the precise implementation of the assignment are not being observed, then the Company will be entitled to notify the termination of the assignment, without prejudice to the right to compensation for damages.

11.2 In this eventuality, the Supplier shall send the Company all of the work carried out up to that point in time.

11.3 The Parties agree that, pursuant to Article 2227 of the Italian Civil Code, the Company reserves the right at any time to revoke the assignment, at its discretion, ensuring that the Supplier receives all fees that are legally due.

11.4 The contract ends when the parties' obligations as regulated by these General Conditions, by the job assignment letter or by the collaboration contract have been duly fulfilled. When the assignment or the continuing collaboration contract has come to an end, all dealings between the Company and the Supplier will cease, however the non-competition agreement will remain in force, as will the confidentiality and related obligations provided for by these General Conditions, and the Supplier will still be entitled to receive new assignment proposals from the Company, if he/she/it so wishes.

11.5 The company is entitled to have the contract terminated in advance or to have the contract revised if the Supplier, during his/her/its professional performances, engages in acts or conduct contrary to Italian and/or international law and/or to the principles enshrined in the Italian Constitution. The Company will notify the Supplier of its decision, duly reasoned and justified, also by email. The reasons provided must be objective in nature. The Supplier, in this eventuality, shall have no claim against the Company and will be entitled only to the return of work partially carried out and (as applicable) delivered. The Company will be entitled to seek compensation for loss.

11.6 The circumstances described in Article 10.5 above represent a particular instance justifying contract termination.

**12. NON-COMPETITION AGREEMENT**

Pursuant to Article 2596 of the Italian Civil Code, the Supplier shall not be entitled - during the contractual relationship and for at least five years after the assignment has expired - to perform, on his/her/its own behalf, services for customers and entities with whom it has come directly or indirectly into contact during the course of the assignment entrusted by the Company; nor shall the Supplier have any direct dealings with customers of the Company (or its representatives), except for dealings of a technical or linguistic nature which are specifically requested and authorised by the Company.

**13. APPLICABLE LAW AND DISPUTE RESOLUTION**

13.1 These General Conditions are governed by Italian law, which the parties agree to fully reference and rely upon for any matters not specifically covered therein or provided for by the parties.

13.2 Any dispute involving these General Conditions or related to the legal documents by which the Company entrusts assignments to the Supplier, including disputes related to their validity, interpretation, implementation and termination, shall be referred to the jurisdiction of the Court of Padua.

Place and date.

\_\_\_\_\_  
(Soget Est S.r.l.)

\_\_\_\_\_  
(The Supplier)

The parties hereby specifically approve the provisions of the following Articles, in accordance with Article 1341 of the Italian Civil Code: Article 3 (Proposal For A First Assignment And Conclusion Of The First Contract), Article 4 (Subsequent Contracts), Article 5 (Implementation Of The Contract, Communication Between The Parties), Article 7 (Quality System), Article 8 (Fees for Services Performed), Article 9 (Default of the Supplier), Article 10 (Professional Secrecy and Confidentiality, IT Security), Article 11 (Cessation, Revocation and Termination of the Assignment), Article 12 (Non-competition Agreement), Article 13 (Applicable Law and Dispute Resolution).

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(Soget Est S.r.l.)

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(The Supplier)