

Account Manager

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For the attention of

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Summary

servizio di interpretariato

Language pair(s)

IT-IT » EN-GB

Quote date

11 Dec 2020 7:13 PM CET

Interpretariato di simultanea, con combinazione linguistica italiano-inglese, con impianto bidule per 25 persone per evento che si terrà nei giorni:

- 27 Gennaio 2021 dalle ore 14.00 alle ore 18.30, presso Novotel Ca' Granda (Milano)
- 28 Gennaio 2021 dalle ore 09.30 alle ore 18.30, presso Novotel Ca' Granda (Milano)
- 29 Gennaio 2021 dalle ore 09.30 alle ore 18,30, presso Novotel Ca' Granda (Milano)
- 30 Gennaio 2021 dalle ore 15.30 alle ore 18,30, presso una palestra sita a Bresso (MI)

L'importo comprende la presenza di n. 2 interpreti professionisti per ciascuna giornata.

Per confermarci il vostro ok a procedere, si richiede il pagamento anticipato entro il 20 gennaio 2021 dell'intero importo, comprensivo di IVA.

Si richiede inoltre invio di eventuale presentazione o materiale di riferimento con qualche anticipo

CANCELLATION POLICY

100% del corrispettivo totale in caso di:

Servizi di simultanea, chuchotage, consecutiva, se la cancellazione avviene a meno di 10 giorni dall'inizio del servizio.

For details see following pages
VAT not included

For a detailed description of the services offered, see the attached
GENERAL CONDITIONS OF SALES FOR TRANSLATION AND RELATED SERVICES (Rev 2ECT.28/2020).

Upon confirmation of this offer on Yellow Hub web platform or through e-mail, for the purposes of articles 1341 and 1342 of the Italian Civil Code, the Client expressly states that it has read and approves the following clauses of the attached document:

- 2. Contract
- 3. Discrepancies, faults and failings
- 6. Joint and several liability - The Client's right to withdraw - Interest on payment delays
- 7. Intellectual property
- 9. Applicable law and Arbitration

Payment terms: Full payment 30 days after invoice date

SPECIFICATIONS FOR QUOTE

2020/3360

Task ID

2020/3360/IT-IT » EN-GB/1

Language pair

Italian (Italy) [IT-IT] » English (United Kingdom) [EN-GB]

Service	Quantity	Price	Amount
interpreting (simultaneous) — 27-28-29-30 gennaio - servizio di simultanea (2 interpreti al giorno)	4 8h	1,100.00	4,400.00
Technical equipment — noleggio bidule/giorno	4 service	500.00	2,000.00
Subtotal			€ 6,400.00
2020/3360/IT-IT » EN-GB/1 — Task Subtotal			€ 6,400.00



This document governs all translation project allocated to YELLOW HUB Srl (hereinafter YH), with registered and administrative offices in Via Napo Torriani 29, 20124 Milan, VAT No. 00824050967, acting as Supplier, by the ordering company (hereinafter the "Client").

Exceptions or amendments to these Conditions will not be valid unless expressly accepted in writing by the parties. Consequently, any amendment made by the Client, in contrast or in addition to the present document, must be expressed in writing and accepted by YH, also in writing.

The term "Services" refers to the services indicated in point 1 below.

The term "Contract" (point 2 below) refers to the offer accepted by the Client.

1. SERVICES

TRANSLATION+ QUALITY ASSURANCE

The process of rendering written documents from one language into another + checking the translated text to identify and correct spelling, terminology, consistency and numbers (QA + spellcheck) + review of the delivered document + one implementation of client review comments relating to terminology.

UPGRADED TRANSLATION (TRANSLATION + HUMAN REVISION)

The process of rendering written documents from one language into another + fully checking the translated text carried out by a second translator (reviewer) + checking the translated text to identify and correct spelling, terminology, consistency and numbers (QA + spellcheck) + review of the delivered document + one implementation of client review comments relating to terminology

UPGRADE PREMIUM (TRANSCREATION)

The process of rendering written documents from one language into another by a creative translator, taking into account client briefing + checking the translated text for facts + one implementation of client review comments. Transcreation is typical for marketing and other creative documentation.

FULL LEGAL SERVICE

The process of rendering written legal documents from one language into another + fully checking a translated text carried out by a second translator with a degree in law or equivalent + checking the translated text to identify and correct spelling, terminology, consistency and numbers (QA + spellcheck) + review of the delivered document + one implementation of client review comments relating to terminology **Certification Service (Sworn Translation)** Typically, a translation certified before a court clerk or a notary public by a certified linguist. **Legalization Service** This service consists in submitting the signature on a sworn translation to a Court for authentication or by providing an Apostille (Hague Apostille Convention) or certification by a Consulate.

REVIEW ONLY

Review Only is a process that consists in checking the target content and making any corrections before printing

Review Only is also checking contents created by the client directly in the target language and correct grammar mistakes +QA + spellcheck by a reviewer.

PROOFREADING

Taking a bilingual document and thoroughly revising it by a human reviewer, including checking the corrected text to identify and correct spelling, terminology, consistency and numbers (QA + spellcheck), if necessary and if the tool allows that, categorising errors and comment on improvements (LQA), and building a term base on the go + one implementation of all client review comments.

SUBLANGUAGE ADAPTATION

Adjusting a document's use of language to another variety of the same language spoken in a different country (e.g. adapting UK English into American English or Portuguese into Brazilian Portuguese).

CLIENT REVIEW IMPLEMENTATION

Client Review Implementation is a service that entails the implementation of changes to the translation memory resulting from a document coming from the client.

The translation service already includes a round of terminology implementation, but not stylistic implementation.

Second and other additional rounds of client review implementations are always an extra service.

POST-EDITING

The process whereby linguists amend machine-generated translation to achieve an acceptable final product

PDF FILE PREPARATION

The conversion of a PDF file to an editable electronic format and preparation so that it can be processed by our translation tools.

It includes:

Eliminating hard returns, Making sure all text displays correctly.

STYLE GUIDE CREATION

A style guide is a document outlining stylistic instructions for use in a document. It outlines the grammar, syntax, conventions, and tone that translators should use to represent a company's product to the target audience or while writing specific documents. Style guide creation is a consultancy service that relates to either the source or the target languages.

LOCALIZATION

It is a process that refers to the adaptation of the translation to software products (e.g. user interfaces, online guides and documentation)

DESK TOP PUBLISHING SERVICE

The process of ensuring that the page lay-out (graphic aspect) of the translated documents is the same as that of the source document + final review of the delivered document by the PM.

This process includes:

Ensuring that the fonts all work in all target languages.

Ensuring that the text can be expanded as necessary.

Ensuring that the different layouts of different countries work (e.g. Arabic, Hebrew, Japanese).

Checking for hidden texts.

Checking for protected texts/images/layers that need translation.

Checking for common layers.

Desktop Publishing is file format-specific, and includes services for the following software:

- Adobe InDesign
- Adobe Illustrator
- AutoCAD
- Microsoft PowerPoint
- Highly formatted Microsoft Word files
- Adobe Photoshop
- Microsoft Office Visio

PROJECT MANAGEMENT

Analysing, planning, executing, controlling and closing the work of team to achieve a specific service constrained by time, quality and budget. Project management, as a service, is normally included in the price of the services. We only charge a Project Management fee for very small projects.

TERMINOLOGY MANAGEMENT

Terminology Management is an ongoing consultancy service, with mutually defined contract description and terms.

It improves reader understanding and reduces the time and costs associated with translation. Special terminology management systems store terms and their translations, so that terms can be translated consistently. Full-featured systems go beyond simple term lookup and contain information about terms such as context, product line information and usage notes. They are generally integrated with translation memory systems and word processors to improve productivity on the output of international documentation.

Terminology Management can include:

Searching for terminology (for example, based on website or terminology portal search history, or within already translated documents).

Defining terminology for the client.

Identifying incorrectly managed/defined terms.

Discussing terminology regularly with the client,

Implementing terminology changes

TERMBASE CREATION+KEYWORD'S EXTRACTION

The creation of a database containing terminology and related information. Most termbases are multilingual and contain terminology data in a range of different languages.

Termbases are created through one of the following ways:

Extracting keywords through an automated method (fast but does not find terms that appear once or twice in the text, or very short terms).

Going through the text and adding terms manually (slow as it requires reading the text).

Translators add terms as they translate (requires collaborative tools and trained translators to keep terminology right).

Termbase extraction and keyword extraction also includes one free client review, i.e. implementing the changes for the related translation projects. However, it does not include terminology unification.

WEBSITE MULTILANGUAGE MANAGEMENT

Website multilanguage management includes all the relevant services associated with:

The adaptation of a website to the different markets/languages in which the end client wants the site to be displayed (review and alignment of existing materials, extraction and translation, inserting back the translated text)

Continuous localization service (initial localization, continuous updating, adding new pages or languages)

Website internationalization service (consultancy and check of website readiness to internationalization together with the developer)

Multilingual SEO

VIDEO/AUDIO TRANSCRIPTION

It involves transcription of an audio/video track by a certified linguist. It is used as a base for voice over and subtitling.

VOICE OVER

With this service the original audio track in the source language is removed and replaced with the new track in the target language. This service is extremely useful for business videos or tutorials.

SUBTITLING

Recording the written translation of a dialogue in a foreign language at the bottom of a video.

2. CONTRACT**2.1. Contract scope**

The scope of the services in the offer is based on the type of contents to be translated, its purpose, its recipients and any other activities involved (e.g. file preparation, revision, localization, certification, legalization, post-editing, DTP, terminology management).

Prices

YH's prices are binding only when confirmed as part of a specific quote.

The evaluation and calculation of the text length are performed on the source document. The unit of measurement used to calculate text lengths may be the number of words, pages or characters. YH usually applies a price per source word.

Deadline

The delivery deadline is specified in each quote and is expressed in working days, excluding both the date of receipt of the editable text and the order confirmation date, and excluding the date of delivery.

Delivery of translated material takes place ex YH's offices.

Urgent deliveries

Texts in excess of 2,000 words per working day are considered urgent.

Urgent deliveries are calculated as follows:

From 2,001 to 3,000 words per day: 20% urgency

From 3,001 to 4,000 words per day: 30% urgency

Over 4,000 words: to be quoted

Quote validity

The fees relating to a specific project are valid for the period indicated in the quotation. YH shall not guarantee the same conditions for integrations or additional orders confirmed subsequently.

2.2 Execution of the Contract

The Contract shall be deemed as effective when YH receives the order signed by the Client in acceptance thereof, or when the Client confirms the quote on a YH web portal. In any case, the signed quote or order shall expressly refer to the present document and to the specific conditions contained in the Contract (Offer).

Each party is required to appoint a person authorised to manage communications between the parties in relation to the Contract.

At the time of confirming the order, the Client shall provide YH with all relevant administrative details: order numbers, cost centres, references, descriptions and Billing Client (if any). If, at the time of delivery, said data has not yet been provided to YH, the latter may extend the delivery terms, up until the time said data - which forms an integral part of the contract - is provided.

Any changes to the contract made after confirming the order must be expressly approved by YH and may result in amendments to the agreed terms and price; consequently, a new order confirmation may be required.

The Client undertakes to communicate to YH detailed information concerning the services requested, with particular reference to methods, reference material or specific terminology to be used.

The Client will provide glossaries or any previously translated bilingual texts to allow YH to make consistent use of terminology. The Client shall be held fully and exclusively responsible for the outcome of the Services in connection with the information and documentation provided or omitted.

In the case of partial texts taken from a larger body of documents, YH cannot guarantee consistency, especially in terms of terminology, if the Client does not provide the full documentation.

In order for YH to assess the project correctly and choose the best type of service for the Client's needs, the Client must clearly indicate the intended use and recipients of the translation.

YH reserves the right to refuse assignments where the material provided by the Client is deemed illegal, immoral, inappropriate or detrimental to the rights of others.

The Client is also responsible for the contents entrusted for translation purposes or as translation reference material, and shall indemnify YH against any damage or negative consequence it may suffer in connection with same.

The Client is solely responsible for ascertaining and verifying that the terminology and contents of the product labels translated by YH comply with any specific legislation in force in the country of destination of the products on which the labels shall be used.

The Client hereby acknowledges and agrees that YH may make use of external collaborators (e.g. freelance translators, reviewers, DTP operators), in order to carry out the Services; all such collaborators are bound to comply with YH's confidentiality agreement.

3. Discrepancies, faults and failings

YH disclaims all liability for translation discrepancies, faults and failings due to incorrect or incomplete information from the Client or errors in the original documents. If the Client does not provide specific instructions, YH will adopt the terminology most commonly used in the sector.

YH guarantees that the Services provided will be carried out in a workmanlike manner by professional translators and qualified linguists with considerable experience in the field. All translators, reviewers, editors, post-editors and DTP operators are instructed in detail on the Client's requirements and monitored at every stage of the process. YH's guarantee concerning its Services depends on the type of Service chosen by the Client, as specified in the quote.

The Client must inform YH in writing of any linguistic, technical or spelling inaccuracies in the translations provided, within the terms established by law pursuant to Art. 2226 of the Italian Civil Code. Claims for discrepancies, faults and failings must be documented, clearly highlighting any alleged mistakes.

In the event of YH confirming the presence of errors, the latter will arrange for the translation to be corrected at its own expense.

In the event of the Client performing the corrections directly, YH shall not be required to pay compensation, unless expressly agreed in advance by the Parties. Furthermore, YH disclaims all liability for texts reviewed by the Client after their delivery.

YH's liability, for any contractual or non-contractual reason, cause or motive, including any direct and/or indirect damage suffered by the Client or third parties, may not exceed an amount equal to the fee agreed for the Service.

4. Confidentiality

YH undertakes to keep confidential both the contents of the texts to be translated and any reference material provided by the Client. YH and the Client mutually agree to keep all the information and documentation exchanged strictly confidential - whether such information is of a technical, technological, manufacturing, commercial, corporate, administrative, financial, business or personal nature - and to use it solely for the purpose of executing the contract.

Information already in the public domain at the time of being disclosed, or that subsequently becomes so for reasons not attributable to the receiving party, or whose disclosure is required either by law or at the request of the Judiciary or of any other Public Authority, shall be exempted from this confidentiality clause.

Post Editing services, the execution of which, by express agreement between YH and the Client, requires the specific use of machine translations either obtained from online providers or directly from the Client, shall also be exempted from this confidentiality clause. In such cases, the Client expressly acknowledges and accepts that single segments, parts or words of the source and translated texts may be stored in remote locations, even if encrypted, and consequently be accessible by third parties.

The Client's explicit authorisation concerning the use of machine translations relieves YH from the need to observe the confidentiality obligation set forth herein, in consideration of the very nature of said translation system.

YH ensures that both its in-house staff and the external freelancers to whom the Services are outsourced sign specific confidentiality agreements with YH.

5. Privacy Statement on the data protection (GDPR 2016/679)

Yellow Hub SRL is the Data Controller in charge of processing personal data, in accordance with European Regulation 679/2016. Yellow Hub declares that it has implemented, monitors and keeps up-to-date appropriate technical and organisational measures such as to ensure compliance with said regulation.

In compliance with the Regulation's principles of transparency, YH confirms that the only data collected concerning the Client is that required for the purposes of registering same in its CRM system and for project-related, administrative and accounting purposes. Said data is processed solely for the purpose of executing the services entrusted to YH and to inform Clients of any new service available.

6. Joint and several liability - The Client's right to withdraw - Interests on payment delays

Joint and several liability

If the Ordering Client decides, after having confirmed an order, that the Services are to be billed to another company or branch, (Billing Client) with a different VAT number and company name, the Ordering Client is required to provide the Project Manager with the Billing Company's details and with the name of the person authorised to sign the order, before YH issues an invoice for the Services in question. In this case, the legal representative of the Billing Client, at the simple request of the Ordering Client, is required to sign said order, which will detail the fees, terms and con-

-ditions accepted by the Ordering Client. If no payment is received from the Billing Client, after a first reminder is sent by certified email, the Ordering Client shall be deemed jointly and severally liable for same, and hence shall take full responsibility for the Billing Client's obligations as specified in the Contract.

The Client's right to withdraw

In the event of withdrawing from the contract unilaterally and without just cause, the Client shall be obliged to pay all the expenses and fees due to YH and accrued until receipt of the written declaration of withdrawal pursuant to Art. 227 of the Italian Civil Code.

Billing of texts delivered in draft form

In the event of delivering draft translations to the Client and these being held by same for over 30 working days following delivery, YH reserves the right to invoice the Service before delivering the final document.

Statutory interest on delayed payments

In the event of delayed payment, either in whole or in part, of the fee at the agreed due date, YH reserves the right, without the need for formal notice, to charge the Client statutory interest on delayed payments in accordance with the Italian Legislative Decree No. 231 of 9 October 2002, as amended. In the case of outstanding payments, YH reserves the right to charge the Client the relating bank charges.

Early termination clause

In the event of non- or delayed settlement of an invoice by the Client within 30 days from the established due date, YH will send a written reminder by certified email. If the Client does not settle the outstanding invoice within 7 (seven) days of receiving the second written reminder, the Contract will be automatically terminated, pursuant to Art. 1456 of the Italian Civil Code.

In the event of the Services being suspended, for causes not attributable either to YH or to the Client, for a period of more than 3 (three) consecutive months, either party may terminate the Contract without any liability whatsoever towards the other party. This does not prejudice the provisions of Art. 2227 of the Italian Civil Code.

7. Property rights of YH - Intellectual Property

The only rights assigned to the Client and included in the project fee as a result of executing the Services are those property rights strictly connected with the purpose and nature of the assignment. The Client is not assigned any rights connected with glossaries and translation memories. The Client is in no way entitled to distribute or in any way commercially exploit said material, or to create works deriving from same.

This does not prejudice any agreement to the contrary, to be executed in writing between YH and the Client, specifying a specific fee for the sale of these Services.

YH retains full ownership of all the Services provided until their full settlement.

8. Code of Conduct and reference standards - Organisational Model 231/2001

YH operates in compliance with the fundamental ethicalbehavioural principles of legality, loyalty and correctness. These principles are stated in:

QMS and interpreting standards

YH complies with the ISO 9001 standard governing quality management systems and the ISO 17100 standard specifically governing upgrade translation services. YH is certified and subject to statutory audits by the certification body ANCIS. To view the relating certificates, visit www.yellowhub.it.

9. Applicable law and arbitration

This Contract, and any matter not covered herein, shall be governed by the Italian Civil Code and by the Italian law.

If any provision of this document should be considered invalid or ineffective, said invalidity or ineffectiveness shall not affect the validity of the remaining provisions, which will continue to be fully effective.

Dispute concerning or connected with this Contract shall be submitted to the arbitration of the Chamber of Commerce of Milan