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This document has been translated from French. In the event of any discrepancies, the French version takes precedence.

General Terms and Conditions of Service

Interpreting Services

These General Terms and Conditions of Service are intended to govern the contractual relationship between:

Florencia Ribeiro E.I., domiciled at 21 rue Antigna, 45000 Orléans (France) and registered under SIRET (business registration) no.: 938 085 297 00019, hereinafter “the Service Provider”,

and, on the other hand, any company, organization or individual wishing to use their interpreting services, hereinafter referred to as “the Client”.

1. Scope

These General Terms and Conditions of Service are intended to govern the sale of services pertaining to the intellectual activity of simultaneous, consecutive or liaison conference interpreting, hereinafter referred to as “the Interpreting Services”.

If any part, term or provision of these Terms is held to be illegal, in conflict with any law or otherwise invalid, the remaining portion or portions shall be considered severable and not be affected by such determination, and the rights and obligations of the parties shall be construed and enforced as if the Terms did not contain the particular part, term or provisions held to be illegal or invalid.

The Service Provider reserves the right to modify these Terms and Conditions, subject to the individual notice of the Client.

2. Enforceability

Any confirmed order of Interpreting Services implies the Client's full and unconditional acceptance of these General Terms and Conditions of Service. The terms of any other document do not apply.

No specific terms and conditions may prevail over these General Terms and Conditions of Service, unless the exception is written and approved by signature on the final, firm and definitive Translation Services Order Confirmation.

The performance of any Interpreting Services by the Service Provider implies the acceptance by the Client of these General Terms and Conditions of Service and the waiver of the Client's own General Terms and Conditions of Purchase. Any other terms and conditions are unenforceable on the Service Provider, unless the Service Provider has accepted the terms in writing. This applies regardless of when said terms and conditions may have been brought to the Service Provider's attention.

Not invoking any one of these General Terms and Conditions of Service at any point in time cannot be construed as a waiver of the right of the Service Provider to invoke said terms and conditions at a later time.

3. Orders and Quotes

In general, before an Interpreting Services Order is confirmed, the Client will receive a free quote provided by the Service Provider. The quote will specify the details of the Interpreting Services, including their nature and purpose, provided on the basis of the information provided by the Client.

The Interpreting Services expected may be detailed in an information brief or in service specifications appended to the quote and constituting an integral part thereof. These documents (quote, brief, specifications) will specify the methods by which the Interpreting Services will be provided, the timetable for the Interpreting Services themselves and the means by which the Interpreting Services provided will be evaluated, if applicable.

To receive a firm and definitive Interpreting Services Order Confirmation, the Client must send back the unmodified quote to the Service Provider - if the quote was sent by post, signed along with the written words “bon pour accord” (signed and approved), or if the quote was sent by email, with written confirmation of the Client's acceptance of the quote. The Interpreting Services Order may also be considered firm and definitive after the deposit specified in the quote has been paid to the account of the Service Provider.

If the quote has not been accepted by the Client in accordance with the terms defined above before the deadline specified the quote or failing this, within one (1) month from the date the quote was sent, the quote shall be considered to have expired.

Unless otherwise agreed, accepting a quote implies that the Client has accepted these General Terms and Conditions of Service, that they acknowledge full knowledge thereof and that the Client waives their right to invoke their own Terms and Conditions of Purchase.

The Interpreting Services Order Confirmation is specific to the Client alone and cannot be transferred without the written consent of the Service Provider.

Any changes to the Interpreting Services ordered by the Client or cancellation thereof may only be taken into consideration if received in writing before the start of the Interpreting Services. In the event that the Service Provider does not agree to the changes or considers that the Interpreting Services were not canceled in due form, the deposit for the Interpreting Services will not be refunded.

If the Service Provider does not send the Client a quote, the Interpreting Services may be confirmed by email exchange and the Interpreting Services will be invoiced according to the customary rates applied by the Service Provider or according to any other rate agreed upon by both the Service Provider and the Client in writing by email. Any validation by the Client of the deadline sent by the Service Provider constitutes acceptance of the terms of the Interpreting Services and confirmation of the order.

4. Quality and Confidentiality

The Service Provider undertakes to maintain the confidentiality of the private and proprietary information they learn before, during and/or after the Interpreting Services are provided, in accordance with the Aprotrad Charter of Best Practices to which the Service Provider adheres.

The Service Provider cannot be held liable in the event of inconsistencies in the information provided by the Client prior to the Interpreting Services, or the ambiguity thereof.

The Service Provider cannot be held liable for any instances of non-conformity if the Client fails to inform the Service Provider of the required conformities.

The Service Provider cannot be held liable for the interception or misappropriation of information during the transfer of data. It is the responsibility of the Client to inform the Service Provider at the time they request

the Interpreting Services of the data transfer methods or protocols they want to be implemented in order to safeguard the confidentiality of any private or proprietary information.

5. Rates and Working Hours

The interpreting rates include the actual interpreting done on the day(s) of the conference/meeting as well as the time required by the Service Provider to prepare for the Interpreting Services.

Unless otherwise agreed in writing between the Parties, the standard recommended practice for a full day of interpreting is eight (8) hours including a two (2)-hour break. Hours worked in excess of this duration will be invoiced at the discretion of the Service Provider on a pro rata basis at the rate of six (6) hours worked. Daily rates are fixed and cannot be prorated. Once the workday has begun, it is considered due in its entirety by the Client, even if the actual duration of the work turns out to be less than that of the standard workday.

The number of interpreters required for the Interpreting Services is determined by the type of Interpreting Services, the number of languages, the topic and the daily duration of the conference/meeting. Within their teams, the interpreters are free to organize their work as they see fit.

In any event, the Client may only invoke the timely completion of the Interpreting Services if the Client is up-to-date with their obligations to the Service Provider, regardless of the reason.

Unless otherwise agreed upon in the quote, any costs incurred for the completion of the Interpreting Services (travel, accommodation, etc.) are to be borne by the Client. The costs will be invoiced to the Client with a surcharge if the Service Provider was obligated to advance the payment of said costs.

Any decision to grant a discount or a lower rate, or to apply a sliding scale rate, remains the sole discretion of the Service Provider, and solely for the Interpreting Services concerned. Under no circumstances do any discounts or rebates constitute an acquired right by the Client for the same on subsequent Interpreting Services.

A per diem will be charged to the Client if the Interpreting Services take place outside of the Service Provider's location of business and the Service Provider must travel to the location where the Interpreting Services will be provided the day before. A supplemental fee may be charged to the Client by mutual agreement to compensate the loss of income if the travel of the Service Provider to the location where the Interpreting Services will be provided has to be done during the previous workday, thus making it impossible for the Service Provider to provide other Interpreting Services during that day. The same fees may be invoiced to the Client under the same conditions if the return journey cannot be made until the day after the Interpreting Services are provided, again making it impossible for the Service Provider to provide other Interpreting Services during that day.

6. Party Obligations

a. Obligations of the Service Provider

The Service Provider will endeavor to provide their Interpreting Services according to the rules of the trade and the practices of the profession. They will make every effort to use the information provided by the Client (glossaries, acronyms, etc.)

b. Obligations of the Client

At least seven (7) workdays before the presumed date of the conference/meeting, the Client undertakes to provide the Service Provider with the content and materials from the speakers at the event as well as any technical information necessary for understanding the speakers, and where applicable, the specific terminology required (program, schedule/meeting agenda, reports, etc.).

If any content is to be read aloud during the conference/meeting, the Client must make sure to provide the Service Provider with a copy of the text in advance (see previous paragraph). The Client must make sure the speaker knows that the reading speed for an interpreted text must not exceed one hundred (100) words per minute. The Service Provider is not required to interpret a written statement if they did not receive the content of the statement in sufficient time to study it. No interpreting will be provided for any videos played at the conference/meeting, unless the sound is directly transmitted to the Service Provider's headphones, the script or access to the video was provided in advance and the commentary of the video is spoken at a normal speed.

7. Payment Terms

All Translation Services will be billed by an invoice in PDF format sent by email to the Client. The Client agrees to accept digital invoices in lieu of paper invoices. Unless otherwise specified, the full amount of the Translation Services must be paid within thirty (30) calendar days from the date the invoice was issued.

If payment is made by check or bank transfer from abroad, all fees pertaining to currency exchanges or bank charges will either be subject to a flat rate surcharge specified in the quote, or subsequently billed in full to the Client.

No discounts are granted for payment in advance.

In the event payment for the Interpreting Services becomes overdue, the Service Provider reserves the right to suspend all other outstanding Interpreting Services, without prejudice to any other course of action.

Any amount shown on the invoice and not having been paid by the due date shall automatically give rise to the application of penalties equal to one and a half times the legal interest rate from the day following the due date on the invoice. The overdue payment penalty rate is equal to the rate applied by the European Central Bank at its most recent financing operation, plus ten points.

Such penalties shall be payable upon simple request by the Service Provider.

All invoices for which payment is collected after legal action will incur a supplemental fixed indemnity of one hundred (100) euros as a non-reducible penalty clause within the meaning of section 1229 of the French Civil Code.

Under no circumstances will any payments be suspended or offset in any way without the prior written agreement of the Service Provider.

8. Intellectual Property

Ownership of the results of the Interpreting Services is transferred to the Client, who will refrain from exercising any rights over the work if the intellectual activity constitutes a Creation within the meaning of the French Intellectual Property Code, particularly the right of reproduction if the copyright of the Creation has not been ceded to the Client by copyright agreement.

Recordings and/or broadcasting of the Interpreting Services are not allowed. The Service Provider may authorize the recording and/or broadcasting of the Interpreting Services, whatever the medium, pending the payment of an additional amount equivalent to a percentage of the interpreting fees before taxes. This amount will be listed in the quote.

9. Execution (Cancellation / Forfeiture / Changes)

The Service Provider cannot be held liable in the event of a failure to perform or of the improper performance of their obligations, when this is either the fault of the Client, due to the insurmountable and unforeseeable fault of a third party to the agreement, or due to force majeure.

The Service Provider undertakes to provide the requested Interpreting Services in accordance with their contractual obligations, as long as they have the means to do so.

In the event the Client fails to fulfill any of their obligations, and fifteen (15) days after formal notice to do so has been given, the Service Provider may apply for the agreement to be terminated, without prejudice to damages.

Termination of the agreement shall be declared by registered letter with acknowledgment of receipt, and shall be automatic upon receipt thereof without any legal formalities necessary.

Accepting the quote and confirming the scheduling of the Interpreting Services implies a commitment on the part of both Parties. In the event of the cancellation of the Interpreting Services by the Client more than twenty-four (24) hours in advance, for whatever reason, the Client will be charged a cancellation fee equal to 60% of the total amount after taxes included in the quote. If the Client cancels the Interpreting Services less than twenty-four (24) hours in advance, 100% of the total amount after taxes included in the quote will be charged to the Client.

In the event that the organization of the conference/meeting changes and these changes have repercussions on the Interpreting Services (addition of a different working language, schedule change, date change, etc.), the quote will no longer be valid, even after it has been signed or accepted. Another quote must be drawn up.

10. Personal Data Protection

The Service Provider collects personal data concerning the Client (title, last name, first name, company name, mailing address, telephone number, email address) when providing the Translation Services. This data is used to send the Client quotes, invoices and the information required to provide the Translation Services, as well as promotional information about the Service Provider's services.

The data collected is subject to data processing carried out by the Service Provider and is kept securely for the purpose of carrying out the Translation Services, which are the subject of these General Terms and Conditions, and in compliance with legal and regulatory obligations.

The person responsible for data processing and protection is Florencia Ribeiro — 21 rue Antigna, 45000 Orléans — florencia.ribeiro@outlook.com. Any access to this personal data is strictly limited to this person.

The data collected may be communicated to a third party under contract with the Service Provider's company for the performance of subcontracted tasks (hereinafter, "the Subcontractor").

The Subcontractor is required to comply with these General Terms and Conditions. The Service Provider is responsible for making sure that the Subcontractor provides the same sufficient guarantees regarding the implementation of the appropriate technical and organizational measures so that the data processing meets the requirements of the European General Data Protection Regulation (GDPR).

In the event of a data breach, the Service Provider will inform the Client as soon as possible, and will inform the Commission Nationale de l'Informatique et des Libertés (CNIL - the French Data Protection Authority) within seventy-two (72) hours of becoming aware of the breach.

In accordance with the French Data Protection Act no. 78-17 of January 6, 1978, as amended by Act no. 2004-801 of August 6, 2004, and by European Regulation no. 2016/679/EU, the Client has the right to access, rectify, delete their personal data, as well as to the portability of data concerning them, along with the right to object to the data processing for a legitimate reason. These rights may be exercised by contacting the person responsible for data processing and protection at the mailing address or the email address mentioned above, along with an enclosed valid proof of identity.

For more information or to file a claim, the Client can contact the Commission Nationale de l'Informatique et des Libertés (www.cnil.fr).

Personal data is kept for five years after the end of the current year. If, at the end of this period no further commercial relationship has been established, the data will be deleted from the Service Provider's servers.

However, once the Client has placed an order, and even in the event of a request to delete an account, the Service Provider must keep the personal data appearing on their invoices and Order Confirmations for ten (10) years from their date of issue (section L-123-22 of the French Commercial Code).

11. Dispute Resolution

In the event of a dispute of any nature whatsoever, the Parties shall endeavor to settle out of court any dispute arising from the signature, interpretation or execution of these General Terms and Conditions of Service.

The Parties agree to make every effort to ensure the success of the settlement out of court. They undertake to act in good faith. They also agree not to take the dispute to court for a period of four (4) months following the sending by either Party of the first written notice concerning the dispute, and acknowledge that any proceedings that contradict this agreement may be grounds for a dismissal of the proceedings or failing this, as an obstacle to any settlement of the dispute out of court, and as grounds to require payment to the other Party of the sum of one thousand five hundred (1,500) euros.

Failing the dispute being settled out of court within a maximum period of four (4) months, the Commercial Court of Paris shall have sole jurisdiction in the event of any dispute of any nature whatsoever or relating to the establishment or execution of the Translation Services, unless the Service Provider prefers to bring the matter before any other court which has jurisdiction.

This clause applies even in the event of summary proceedings, incidental claims, multiple defendants or warranty claims, and regardless of the method and terms of payment, without any jurisdictional clauses in the Client's documents being an obstacle to the application of this clause.

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