

CONTRACT

for translation services

version as of 08.08.2019

1. Terms and definitions

- 1.1. **Contractor** shall mean a business entity whose information is communicated to the Customer when ordering the service.
- 1.2. **Contract** shall mean this contract for translation services.
- 1.3. **Customer** shall mean an individual, individual entrepreneur or legal entity receiving services from the Contractor hereunder.
- 1.4. **Website** shall mean a website at profperekklad.ua.

2. GENERAL PROVISIONS

- 2.1. This Contract is made by and between the Customer and the Contractor.
- 2.2. Pursuant to Article 633 of the Civil Code of Ukraine, this Contract constitutes a public offer. By ordering the services from the Contractor and paying for the same or by confirming the offer, the Customer gives its consent to the terms and conditions of this Contract. The Contract shall be deemed made and shall enter into force upon payment or confirmation of the offer by the Customer of the Contractor's services.
- 2.3. The Contract shall remain in full force and effect until the fulfilment by Parties of their obligations thereunder. The Contract may be early terminated in the manner and on the grounds provided for by the law.
- 2.4. A separate Contract shall be made for each services order.
- 2.5. This Contract shall not regulate the provision of services by the Customer, if a separate contract for the provision of such services is made in writing by the Customer.
- 2.6. The Contractor may not unilaterally amend the Contract after its conclusion, except in the cases provided for by law. In this case, the Contractor may amend the Contract by posting its new version on the Website, but the revised Contract will be concluded in relation to the services, which will be paid after the placement of such new version of the Contract on the Website. The services that were paid before posting a new version of the Contract on the Website, will be subject to the terms of the Contract, which were on the website at the time of payment for services.

3. SUBJECT MATTER OF THE CONTRACT

- 3.1. The Contractor undertakes to provide the translation services and other related services to Customer, and the Customer undertakes to pay the Contractor for the services rendered hereunder. The Customer may apply to the Contractor to clarify the full list of services that can be provided under this Contract.
- 3.2. The procedure for ordering and providing services:
 - 3.2.1. The Customer shall contact the Contractor by phone or via e-mail specified on the Website or through the order form on the Website and shall order the necessary services and send the document to be translated to the Contractor by e-mail or via the form on the website.
 - 3.2.2. If the Contractor can provide the services required by the Customer, the Contractor calculates the cost of the services according to its own price list and informs the Customer via e-mail of the cost and the terms of services provision, and sends the invoice and/or payment instructions to the Customer. In case the Contractor has no possibility to provide services for the Customer, the Contractor shall notify the Customer thereof.
 - 3.2.3. If the Customer agrees to the cost of the services and the term of their provision, the Customer shall pay for the same or shall confirm the offer.
 - 3.2.4. After payment or confirmation of the services offer by the Customer, the Contractor shall proceed with providing the services. If the Customer is required to perform additional actions for the provision of services (for example, transfer original documents to the Contractor in the case of ordering the services of notarial certification of the translator's signature on the documents, etc.), the Contractor shall proceed with providing the services after the Customer has taken such actions.
 - 3.2.5. The Contractor shall send the services deliverables to the Customer via e-mail. If the services deliverables are printed documents, the Contractor shall forward the same to the Customer in

the Contractor's office or deliver to the address specified by the Customer subject to the payment by the Contractor of the delivery service. By mutual consent, the Parties may also agree on another procedure and place of transmission of the deliverables of the services provided.

4. RIGHTS AND OBLIGATIONS OF THE CONTRACTOR

- 4.1. The Contractor shall:
 - 4.1.1. Timely provide services in compliance with the terms and conditions of this Contract.
 - 4.1.2. Inform the Customer of the progress of the provision of services (translation).
 - 4.1.3. Inform the Customer of the deliverables of services (translation).
 - 4.1.4. During the provision of the service, act in accordance with the wishes and recommendations of the Customer, as well as taking into account the Contractor's professional knowledge and experience in translations.
 - 4.1.5. Ensure full preservation and return of original documents provided by the Customer under the certificate of transfer and acceptance of original documents.
 - 4.1.6. Correct the Customer's justified remarks on the services provided free of charge.
 - 4.1.7. Provide the services deliverables (translation) to the Customer via e-mail or in hard copy in one (1) copy.
- 4.2. The Contractor has the right to:
 - 4.2.1. Get payment for the service provided.
 - 4.2.2. In case of need entrust the execution of the translation to another party, bearing full liability to the Customer for violation of the terms and conditions of the Contract.
 - 4.2.3. Refuse the Customer in providing services in the absence of the opportunity to provide the services of proper quality on time and in accordance with the Customer's requirements.

5. RIGHTS AND OBLIGATIONS OF THE CUSTOMER

- 5.1. The Customer shall:
 - 5.1.1. Pay for the Contractor's services in full.
 - 5.1.2. Provide the Contractor with the materials for translation and information on the desired terms of the translation, special requirements as to its language, content, formatting and file format timely and in full.
 - 5.1.3. In order to avoid any ambiguity in interpretations or misunderstandings in translation, provide the Contractor with supporting materials prior to the provision of the services, in particular: previously performed translations, reference materials, glossaries, transliteration of proper names according to internal documents, and pay for making glossary and/or translation memory. Otherwise, the Customer's claims regarding the ambiguity of interpretation or translation of proper names or names, place names, peculiarities of the terminology, etc. shall not be considered.
- 5.2. The Customer has the right to:
 - 5.2.1. Require the Contractor to provide a translation within the time limits and in accordance with the procedure established by this Contract.
 - 5.2.2. Receive information from the Contractor on the progress of the translation.

6. COST OF SERVICES, SETTLEMENT PROCEDURE AND SERVICES ACCEPTANCE AND TRANSFER

- 6.1. The cost of the services under this Contract depends on the ordered service, volume, terms of execution and complexity of the order and shall be determined in accordance with the Price List of the Contractor, which may be amended by the Contractor from time to time. The cost of the services shall be notified by the Contractor to the Customer and shall be deemed agreed upon by the Parties upon its payment by the Customer or confirmation of the order and shall not be unilaterally revised within the relevant order.
- 6.2. If the Customer has reasonable remarks on the quality of the provided services, the Customer may send an exhaustive list of remarks and/or the text of the corrected translation to the Contractor within fifteen (15) calendar days upon the Contractor's submission of the deliverables of rendered services (translation) to the Customer via e-mail, and repeated remarks - within three (3) calendar days after the Contractor has sent the corrected deliverables of rendered services (translation) to the

Customer via e-mail. The justified remarks on the quality of services shall be eliminated by the Contractor within the terms agreed by the Parties. Claims and remarks of the Customer on the quality of service submitted in violation of the terms specified in this Clause of the Contract, shall not be considered by the Contractor. Services under the Contract shall be deemed rendered properly by the expiration of the time limits for presentation of the claims specified in this Clause unless the Customer declares reasonable claims regarding the provided services to the Contractor. Claims and remarks on the quality of services provided may be sent by the Customer to the Contractor via email at qc@profperekklad.ua.

- 6.3. The following shall not constitute justified remarks on the quality of services or defects in the quality of services:
- the Customer's claims regarding the volume of services not agreed upon by the Parties at the time of agreeing the services order and not subject to the execution by the Contractor;
 - the Customer's claims regarding the ambiguity of interpretation or translation of proper names or names, place names, peculiarities of the terminology, etc. if the Customer did not provide the Contractor with glossaries and/or translation memory or supporting materials for the preparation of 5.1.3 such glossaries and/or translation memory and/or did not requested a service for making the same from the Contractor in accordance with Clause hereof;
 - stylistic and synonymous corrections that do not alter the content of the Contractor's translation;
 - changes and remarks of the Customer to the Contractor's translation contradicting the rules of the target language.
- 6.4. In case of a dispute between the Parties regarding the quality of the services rendered (translation) and whether the Customer's remarks on the quality of services are justified or not, and the Parties' failure to reach agreement thereon, the fact of poor provision of services must be proved by the Customer by ordering an independent examination by an expert or expert institution, which have all the necessary permits and licences provided for by the laws of Ukraine, and providing the Contractor with the expert opinion. At the same time, prior to the submission of the said opinion by the expert, the cost of the services shall be paid by the Contractor within the terms stipulated by the Contract. In the event the examination establishes the fact of poor provision of services and validity of the Customer's objections, the Contractor will be obliged to compensate the Customer for the cost of the examination (the Customer must provide the documents proving the fact of such costs) and the money paid for such services.
- 6.5. The Customer is obliged to notify the Contractor of the fact of ordering the examination referred to in Clause 6.4 of Contract in writing within the deadlines for submitting remarks on the quality of services specified in Clause 6.2 of the Contract. The expert opinion shall be provided to the Customer within three (3) calendar months upon the notification of the Contractor of the examination. In case of failure to notify or late notification of the Contractor of the examination or failure to provide the expert opinion to the Contractor, the claims and remarks of the Customer regarding the rendered services shall be deemed unreasonable, and the services shall be considered to be rendered properly on the expiry of the above mentioned deadlines for the notification of the Contractor or provision of expert opinion to the Contractor respectively.
- 6.6. If the Customer does not notify the Contractor before the Contractor performs the makeup of the text of the existence of reasonable remarks to the Contractor's translation, and does not make corrections therein, but instead makes adjustments to the translation after the makeup by the Contractor, the repeated text makeup will be performed by the Contractor for an additional fee.
- 6.7. The Customer's claims towards the preparation by the Contractor of accounting documents concerning business transactions hereunder shall not release the Customer from payment of the services within the terms stipulated by this Contract.

7. LIABILITY OF THE PARTIES

- 7.1. In the event of breach of their obligations under this Contract, the Parties shall be liable as determined by this Contract and the effective laws of Ukraine. A breach of the obligation shall be non-performance or improper performance thereof, that is, performance with violation of the terms and conditions determined by the content of the obligation.
- 7.2. In case of breach of the Contractor's obligation to render the service within the term stipulated by this Contract (delay by the Contractor), the latter shall pay the Customer a penalty of 0.2% of the cost of services, but in any case no more than double refinancing rate of the NBU (effective for the

period for which the penalty is paid) for each day of such delay unless the law explicitly sets another amount of the forfeit.

- 7.3. The Contractor shall not be liable for the non-performance or improper performance of the obligations under this Contract and shall not pay a penalty, the amount of which is stipulated by Clause 7.2 of this Contract, in case the Customer fails to take actions provided for by this Contract, civil law regulations, or derive from the essence of the obligation or customs of business practice.
- 7.4. If the Customer refuses for any reason from the ordered translation, the Customer shall pay the Contractor the cost of the work already completed as on the day of such Customer's refusal.
- 7.5. In the event the Contractor fails to provide each specific service on time or provide it with poor quality and causes thereby damages or losses to the Customer, the Contractor shall indemnify such losses or damages in the amount not exceeding the cost of the respective service (corresponding order).

8. FORCE MAJEURE

- 8.1. Neither Party shall be liable to the other Party for the non-performance or improper performance of the obligations under this Contract, which are caused by circumstances arising out of the will of the Parties and which could not have been foreseen or avoided, including, but not limited to, technogenic, natural, social and political and military emergency situations, decisions of the relevant public authorities making it impossible for the Parties to fulfil their obligations properly, etc.
- 8.2. The Party that fails to perform its obligations because of the circumstances set out in Clause 8.1 of the Contract shall immediately notify the other Party in writing of such obstacle and its impact on the performance of the obligations hereunder within five (5) calendar days upon the occurrence thereof and provide a certificate of a competent public or local self-governing authority to the other Party confirming the existence and duration of such circumstances within thirty (30) calendar days upon the occurrence of such circumstances. The Party shall not be exempted from its obligations under this Contract in connection with the occurrence of the circumstances specified in Clause 8.1 of the Contract, in case of failure to provide or untimely provision of the above notification or certificate to the other Party.

9. DISPUTE RESOLUTION

- 9.1. All disputes and disagreements arising between the Parties regarding the fulfilment of their obligations under this Contract shall be settled through negotiations.
- 9.2. If disputes and disagreements cannot be settled through negotiation, they shall be settled by court in accordance with the established jurisdiction of such dispute in the manner determined by the relevant effective laws of Ukraine — in a competent court.
- 9.3. The Parties have agreed that the documents and correspondence that the Parties will exchange via e-mail from the addresses specified in Clause 11.14 and 11.2 of this Contract, may be accepted by the court as written evidence.

10. CONFIDENTIALITY

- 10.1. The Parties have agreed that the terms and conditions of this Contract, as well as the materials and information provided to the Contractor in connection with this Contract, shall constitute confidential information and may not be disclosed to third parties without prior agreement with the other Party for the entire duration of the Contract and three years thereafter, except for the cases when the Party is obliged to disclose such information in accordance with the requirements of the law (for example, at the request of the authorities). The breaching Party shall be liable for the disclosure of such information in violation of the terms and conditions of this Contract as provided for by the effective laws of Ukraine.

11. MISCELLANEOUS

- 11.1. All legal relations that arise in connection with the performance of this Contract and are not regulated by thereby shall be governed by the provisions of the effective laws of Ukraine.
- 11.2. After the execution of this Contract, all previous negotiations thereunder, correspondence, preliminary agreements and protocols of intent on the issues having any relation to this Contract shall become invalid.

- 11.3. The Customer may provide his personal data at the request of the Contractor and/or when filling in forms on the Website and/or when sending emails to Contractor (Customer's Personal Data).
- 11.4. The Customer agrees to the processing of the Customer's Personal Data when making an order of the Contractor's services.
- 11.5. The Customer's Personal Data includes, but is not limited to: name, organization, company, contact information: telephone, email, mailing address, data required for payments, information about all orders made by the Customer.
- 11.6. The Contractor stores and processes the Customer's Personal Data exclusively for the purpose of performing the contract and providing translation services. The Contractor may use the Customer's Personal Data for the purposes of direct (e.g.: sending promotional emails) and indirect marketing (e.g.: conducting analytical research based on the Customer's data).
- 11.7. The Contractor stores and processes the Customer's Personal Data in accordance with the Law of Ukraine "On Protection of Personal Data", international legislation and technical standards of security.
- 11.8. The Contractor takes the necessary organizational and technical safeguards to protect the Customer's Personal Data against unauthorized access. The Customer's Personal data is stored at the local server proprietary right to which belong to the Contractor.
- 11.9. The Contractor may transfer Personal Data to third parties (including cross-border transfers and the transfer of anonymized statistics) for the purpose of improving services and obtaining analytics. At the request of the Customer, the Contractor may disclose the list of third parties who have access to the Client's Personal Information.
- 11.10. The Contractor may disclose the Personal Data of the Customer to third parties, upon legitimate demand, in cases provided for by applicable law, including for the purpose of detection, investigation and termination of illegal actions.
- 11.11. The Customer may (a) notify the Contractor of any changes to the Personal Data; (b) request to erase Personal Data in whole or in part; (c) to request not to use the Personal Data for advertising/marketing purposes; (d) request the list of all Personal Data stored by the Contractor and/or third parties; (e) contact the Contractor in the event of any threat to his Personal Data that may be related to the Contractor's actions.
- 11.12. Cookies-based technology may be used by the Contractor to improve the quality of services on the Website. The user may restrict or prohibit the use of cookies through appropriate browser settings.
- 11.13. The Contractor shall send the information, documents, deliverables of the services rendered to the Customer, which shall be sent via e-mail in accordance with this Contract, at the e-mail address of the Customer, from which the Customer applied to the Contractor for the order of services or which the Customer separately notified to the Contractor.
- 11.14. The Parties acknowledge the messages received and emailed from the Contractor's e-mail addresses *@profpereklad.ua or *@profrtranslation.org and e-mail address of the Customer that are mentioned in Clause 11.2 of this Contract.
- 11.15. Correspondence under this Contract shall be sent by the Parties to each other at the addresses specified in this Contract. Correspondence is considered received at the moment of its actual receipt by the Party. If the correspondence is sent to the other Party at the proper address, but it is not received by that Party within ten (10) calendar days from the date of dispatch, the date of receipt of the correspondence will be considered the date of receipt of correspondence at the post office of the Receiving Party (for mail), the fifth calendar day from the date of dispatch (for dispatch by courier services) or the date of dispatch (for dispatch by email.) Unless one Party has notified the other Party within the time limits set by this Contract of the change of postal address or e-mail, correspondence sent to such Party at its previously known addresses (specified in this Contract or subsequently communicated by one Party to the other) shall be considered to be sent to the proper address.
- 11.16. In case the Contractor resends the correspondence to the Customer, in particular the Certificates, invoices, services deliverables, the Customer shall pay the Contractor for the service of such resending in the amount in accordance with the Contractor's current price list, if earlier such correspondence was sent to the Customer at the proper address, but the Customer actually did not receive this correspondence or in case of loss by the Customer of previously received correspondence.
- 11.17. If the Contract provides for the sending of notifications or documents (including services deliverables, orders, etc.) via e-mail, either Party may also send such notifications or documents by

regular mail or hand them over to the other Party, and the Party concerned shall forward the reply (if any) to such Party also by regular mail or hand it over.

12.FINAL PROVISIONS

- 12.1. The unit of calculation of the translation cost under this Contract shall be the "word" of the text of the source document. The volume shall be determined by means of the Contractor's special software.
- 12.2. Words in the translation of the languages that are difficult to spell or do not display vowels (Korean, Chinese, languages using the Arabic alphabet, etc.) shall be calculated approximately. The final amount shall be determined only after the translation is completed and is calculated by the number of words of the target text.
- 12.3. If the Customer makes additions or changes to the source text, the date completion of the translation by the Contractor shall be postponed for the period necessary for the completion on of the said work, and the changes shall be paid by the Customer additionally.