

## General Terms and Conditions for Vendors

### WHEREAS

- a. These General Terms and Conditions for Vendors (the "**Agreement**") are applicable to the relationship between the service provider specialised in the provision of linguistic services and related services (the "**Vendor**") on one hand, and the Acolad Group and its Affiliates ("**ACOLAD**") ordering services on the other hand.
- b. ACOLAD provides to its end customers (the "**Customers**") linguistic services and/or other localisation services including, but not limited to: translation, transcription, review, proofreading, post-editing, transcreation, copywriting, optimisation, subtitling, SEO, interpreting, voiceover, dubbing, subtitling, DTP and localisation (the "**Services**").
- c. The Vendor agrees to furnish ACOLAD linguistic services related to some of the abovementioned services in compliance with this Agreement.

### 1. Purpose

The purpose of this Agreement is to define the conditions under which the Vendor agrees to provide ACOLAD with the Services.

The Vendor shall be responsible for the necessary equipment to provide the Services.

### 2. Ordering of Services

All Services ordered by ACOLAD shall be subject to a Purchase Order (hereinafter the "**Purchase Order**") which shall contain all information necessary for the Services to be undertaken and detail:

- The characteristics of the Services ordered,
- The price of the Services,
- The date of delivery.

Purchase Orders shall be made via the Vendor portal (the "**Portal**") or via email.

The Vendor shall confirm each Purchase Order via the Portal or via another method if previously agreed with ACOLAD. By accepting the Purchase Order, the Vendor agrees to be bound and meet the requirements outlined in the Purchase Order, unless the acceptance procedure is agreed differently with ACOLAD.

In the absence of acknowledgment of the Purchase Order by the Vendor, ACOLAD has the right to assign the work to another Vendor.

For transcription Services, if the Vendor agrees to furnish the Services but is for any reason unable to commence those at the time, place and on the date specified, the Vendor must inform ACOLAD immediately by contacting the person who initiated the Purchase Order. The same applies if having begun work on a Purchase Order and the Vendor is for any reason unable to complete it.

If the Vendor does not agree to furnish the Services, the Purchase Order and its attachments shall be destroyed within 24 hours of written notification of non-acceptance.

ACOLAD may contact the Vendor to order additional services to the ones already commissioned.

By accepting the additional services, the Vendor may be required to fill and/or sign additional documents.

ACOLAD shall notify the Vendor when the Services are no longer required by the Customer. The Vendor undertakes to stop the execution of the Services immediately after receiving such notification. The Vendor shall invoice ACOLAD only for that part of the Services already completed on receipt of written notification of cancellation from ACOLAD. The Vendor shall immediately deliver the part they have already completed after having received this notification of cancellation. The amount of the corresponding purchase order will be reviewed. Notification by telephone, or email is also valid.

If the Services are interpreting Services, ACOLAD will not pay the entire price of the Services but will pay the following cancellation fees:

- a. 50% of the price of the Services if the cancellation occurs between eight (8) and fifteen (15) business days (inclusive) before the date of the Services,
- b. 100% of the price of the Services if the cancellation occurs seven (7) Business days (inclusive) or less before the date of the Services.

If the Services are transcription Services, ACOLAD will not pay the entire price of the Services but will pay an apportioned proportion of the agreed fees payable to the Vendor for the Purchase Order, calculated by reference to the time spent on the Purchase Order prior to termination.

If the Services are dubbing Services, the Vendor will review all source materials and inform ACOLAD, in writing, of any creative, technical or other issues within twenty-four (24) hours of receipt. ACOLAD will use best efforts to rectify any issues that may be reasonably solved. In the case of issues that cannot be resolved by ACOLAD, Vendor will return the source materials to ACOLAD within twenty-four (24) hours.

### **3. Delivery and Timely Delivery**

Delivery of the Services shall be made on the date and time indicated in the Purchase Order. A delivery is considered late if the agreed upon deadline is not met and the Vendor has not proactively reached an agreement with the ACOLAD contact person to extend the deadline.

Any time a Vendor is late with a delivery, ACOLAD reserves the right to:

- (i) cancel the Purchase Order and not be obliged to pay for any work already completed,
- (ii) not accept the Services and not be obliged to pay for any unfinished work,
- (iii) entrust it to a third party,
- (iv) cancel the Purchase Order and not be obliged to pay for any work in case the Customer has not formally accepted the deliverable if such acceptance was required by the Customer.

If ACOLAD does not cancel the Purchase Order, and the late delivery compromises the deadline to ACOLAD's Customers and /or impacts deadlines for other languages (e.g. on orders/projects that involve multi-lingual content), 15% may be deducted from the total amount of the Purchase Order, without prejudice to any other indemnification ACOLAD may be entitled to.

If the Services are dubbing Services, upon completion of the Services, the Vendor will produce and deliver assets including, but not limited to translation files, subtitle files, translated scripts, as recorded scripts, lyrics, video files, metadata, cast lists, credit information, assignment of rights releases (the "AOR") and other legal documents as required by ACOLAD or its Customers.

### **4. Quality standards and non-adherence**

#### **4.1. Quality standards**

- a) The Vendor undertakes to provide Services in accordance with ACOLAD's Quality Standards (see Annex 1) as well as in accordance with the Customer's requirements set forth in the Purchase Order and/or ACOLAD's additional requirements for a specific project/order if such have been separately laid down in any instructions.
- b) The Vendor undertakes to check their work prior to delivery, in terms of completeness, correct spelling (including automatic spell check), punctuation, consistency of terminology, compliance with specified terminology as well as accuracy of content, and to make any necessary changes so that the delivery meets the requirements of ACOLAD's Quality Standards (see Annex 1).
- c) The Vendor shall inform ACOLAD about any necessary updates to the existing terminology that should be reflected in ACOLAD's terminology databases.
- d) The Vendor ensures that the layout of the documents they deliver complies with the layout of the source file, using the technical resources specified in the instructions and at the agreed cost.

- e) CAT Tools (Computer Assisted Translation), including, but not limited to, Translation Memory (TM) tools, Terminology Management tools, and Quality Assurance tools, may be used unless otherwise specified by ACOLAD.
- f) However, the Vendor acknowledges that CAT Tools fall under the restrictions of Article "Confidentiality". Vendor is solely responsible in case of illegal or improper use of such tools.
- g) If ACOLAD shares any translation memories with the Vendor, the Vendor shall only use these memories for work commissioned under this Agreement.
- h) For reasons of confidentiality, traceability and quality, it is strictly forbidden for the Vendor to use any Machine Translation tool or an automatic translation system of any kind, whether online or not, unless other instructions are specified by ACOLAD. In case Machine Translation is requested by ACOLAD, the Vendor commits to exclusively work with the Machine Translation content provided by ACOLAD.
- i) When linguistic Services are provided, the Vendor guarantees that the Services are performed by professionals who have a native-speaker level in the target language and who are compliant with the ISO 17100 requirements. The Vendor shall be able to demonstrate that she/he:
  - Has a recognised graduate qualification in translation, linguistics from an institute of higher education; or
  - Has a recognised graduate qualification in any other field and 2 years' full-time experience in professional translating; or
  - Has 5 years' fulltime experience in professional translating.
  - has relevant skills, qualification and/or experience in the domains to which the Services relate.

#### **4.2. Quality Standards non-conformances**

- a) ACOLAD reserves the right not to accept Services and deliverables (defined as all items produced by the Vendor within the framework of the Agreement, regardless of the form, storage media or type of writing thereof, herein the "**Deliverables**") that do not meet its Quality Standards (see Annex 1) and/or the Customer's requirements and specific project/order instructions.
- b) In such a case, the Vendor undertakes to rectify their Services at no additional cost.
- c) ACOLAD reserves the right to implement corrections without consulting the Vendor and to offset the extra expense incurred for correction by a third party, which in sum shall not exceed the maximum amount to be invoiced by the Vendor for such Services, if:
  - time constraints do not permit corrections by the Vendor, or
  - there are specific reasons for assuming that corrections by the Vendor cannot be made properly or on time (e.g. the Vendor cannot be contacted), or
  - ACOLAD is obliged to guarantee performance to its own Customer due to subsequent issues following the delivered assignment (i.e. a complaint).
- d) Any Deliverable that has been found to be of poor quality either by ACOLAD's Customer or other evaluators, will be reviewed to determine substance and origin of errors. If the investigation shows that there is a non-conformance and that the Vendor was responsible for said non-conformance, penalties will apply in accordance with the below guidelines:
  - Minor non-conformance (errors that represent an area of recommended improvement, such as but not limited to spelling, typing and syntax errors): 10% of the total amount of the Purchase Order.
  - Major non-conformance (errors that compromise the integrity of the document such as but not limited to false meanings or shifts in meaning; incomplete translation; non-compliance with the terminology provided by ACOLAD): 20% of the total amount of the Purchase Order plus the investigation fee of 5% of the total amount of the Purchase Order.
- e) ACOLAD reserves the right to apply additional cost and recovery measures, including cancelling Purchase Orders in their entirety, depending on the severity of the errors and the extent of any rework. ACOLAD shall provide an explanation and the proof of the errors or non-conformities before applying such additional cost and recovery measures.

#### **4.3. Change Control**

The Vendor shall notify ACOLAD of any changes that may impact product quality or regulatory requirements. Examples are provided below:

- Quality critical/Process parameters
- Facility location/address
- Vendor's name or address change
- Manufacturing process
- Computerized systems
- Regulatory changes
- Change in Vendor's ownership, executive or quality assurance management.

The change shall be notified in writing to ACOLAD.

## **5. Payment Terms**

The price of the Services will be established in the Purchase Order or other written form of additional agreement. A Purchase Order does not serve as an invoice.

All prices are given exclusive of VAT.

Unless explicitly agreed upon by ACOLAD, the Vendor shall not charge ACOLAD for minimum fees or supplements for rush, weekend or evening work.

Deductions from the fees in a Purchase Order can be made in case of a previous overpayment made by ACOLAD to the Vendor.

If the Services to be provided are transcription Services, deductions from the fees in a Purchase Order can also be made if damage to ACOLAD's or any Customer's property and/or premises has occurred, or if the Vendor failed to return, when required, any of ACOLAD's property, or if the Vendor failed to provide complete and timely Deliverables.

ACOLAD shall pay the invoices within forty-five (45) days end of the month unless a specific time period is defined by ACOLAD on each Purchase Order or any other form of additional agreement and in accordance with applicable laws.

Unless otherwise provided, all invoices shall be compliant with ACOLAD invoicing guidelines (provided to Vendor by ACOLAD) and bear the references:

- of the Vendor, i.e. name, address, bank account, IBAN code and VAT numbers and,
- to the Purchase Order and the related amount.

Payments are exclusively made via bank transfer, unless otherwise agreed by ACOLAD and Vendor. The fees related to the bank transfers shall be born under a 'shared' mode: ACOLAD pays the banking fees at its end; the Vendor pays the banking fees at their end (if any).

A standard payment CAT scheme will be applied to the price of the Services, at the agreed rates specified by ACOLAD, unless otherwise specified in a project-related price agreement or in the Purchase Order. The standard payment CAT scheme may be reviewed and adjusted by ACOLAD periodically to reflect changes required by current market conditions and ACOLAD will inform the Vendor accordingly.

## **6. Term and Termination**

This Agreement shall become effective on the date of the first Purchase Order for the provision of the Services assigned to the Vendor. Acceptance of a Purchase Order automatically entails the Vendor's acceptance of the Agreement. This Agreement shall remain in place for an indefinite term.

Both parties shall be entitled to terminate this Agreement with a notice period of thirty (30) calendar days.

ACOLAD is entitled to terminate the Agreement if:

- The quality of the Services does not meet ACOLAD's expectations and/or a justified Customer complaint is made regarding the Services delivered,
- The Vendor repeatedly fails to meet the delivery deadlines agreed with ACOLAD,
- The Vendor does not comply with the technical requirements specified by ACOLAD for the Purchase Order in question,
- The Vendor does not fulfil their obligations towards social security authorities or does not do so correctly,
- The Vendor breaches the provisions of Confidentiality and Intellectual Property,
- There is a change of control over the Vendor which may create or is creating a conflict of interest with ACOLAD's activities. "Control" means the ability to direct the affairs of the Vendor whether by an Agreement, the ownership of shares or otherwise.

Unless otherwise specified by ACOLAD, any Service which has been ordered prior to the termination of the Agreement shall be delivered by the Vendor according to the corresponding Purchase Order and ACOLAD shall pay the price specified in such Purchase Order or otherwise agreed between the parties in writing.

All rights and obligations of the Parties resulting from the Services ordered prior to the termination of this Agreement shall remain in force after such termination.

## 7. Confidentiality

For the purpose of this Agreement, "**Confidential Information**" shall mean:

- Information contained in the documents covered by the Services, or disclosed as a result of carrying out the Services in case of transcription Services, and/or communicated by ACOLAD or ACOLAD's Customer in relation to the Services,
- Information on ACOLAD's and ACOLAD's Customers' and Partners' (other Vendors and providers) business sectors, commercial, financial and industrial policies and strategies,
- Information relating to ACOLAD's and ACOLAD's Customers' and Partners' (other Vendors and providers) know-how, technical data, banking secrecy and software,
- Any other information relating to a project (e.g. contract, passwords, production data).

The Vendor undertakes (i) to keep confidential all information they receive from ACOLAD, exercising the same degree of care they exercise to protect their own confidential information, but not less than a reasonable degree of care; (ii) not to disclose ACOLAD Confidential Information to any third party, either directly or indirectly, and (iii) not to use ACOLAD's Confidential Information except to exercise their rights and obligations under the Agreement.

The Vendor shall immediately notify ACOLAD of any unauthorised disclosure, misappropriation or misuse by any individual or entity of the Confidential Information of which the Vendor is aware.

Furthermore, the Vendor shall not derive any financial benefit, for himself/herself or others, by abusing or disclosing to a third-party Confidential Information which could substantially alter the price of securities, stocks, or options (hereinafter "**Insider Information**").

Notwithstanding the foregoing, the Vendor shall not have any obligation whatsoever with respect to confidential information that:

1. has or would become publicly available without this resulting from any fault of the Vendor,
2. is independently developed by the Vendor,
3. is known to the Vendor before it is disclosed to it by ACOLAD,
4. would legitimately be received from a third party who is not under an obligation of confidentiality, or

5. should be disclosed by law or court order (in which case it should be disclosed only to the extent required and after giving written notice to ACOLAD).

The Vendor's obligations with respect to confidential information shall remain in force for the duration of the Agreement and for a period of twenty (20) years following the end of this Agreement.

However, information covered by banking secrecy as well as Insider Information shall be kept confidential until they become public.

The Vendor undertakes to return or destroy, in accordance with ACOLAD's instructions, all confidential information, after completion or termination of each project within a maximum period of thirty (30) calendar days or another period instructed by ACOLAD.

## **8. Intellectual property**

### ***8.1. ACOLAD Intellectual Property Rights***

The Vendor expressly acknowledges that it does not hold any intellectual property rights to the trademarks, logos or any other intellectual property rights of ACOLAD and its Customers. Consequently, the Vendor shall only use the documentation, information or material provided by ACOLAD for the strict purpose of the execution of the Agreement.

Any material, including texts, drawings, models, films, glossaries, terminology, etc., relating to the Services shall remain the sole property of ACOLAD and its Customers and shall be returned or destroyed without delay once the Services have been completed. Shall ACOLAD provide specific software to the Vendor for the provision of Services, the Vendor must return such software to ACOLAD and destroy any copy from her/his computer, once the Services have been completed.

Additionally, the Vendor formally undertakes not to use ACOLAD's trademarks in any way, in any form and for any purpose whatsoever, regardless of the medium used and irrespective of whether the use is public or private, without ACOLAD's prior written authorisation.

### ***8.2. Intellectual Property Rights on Deliverables***

ACOLAD shall become the exclusive owner, as and when they are produced, of all Deliverables and the Vendor hereby transfers and assigns completely, exclusively, irrevocably, worldwide and for all jurisdictions, all intellectual property rights that are related to the Services and Deliverables, as from the moment of their creation and for the entire duration of the relevant rights.

The aforementioned transfer and assignment includes, but is not limited to, the right for ACOLAD to reproduce, exploit, multiply, modify, adapt, translate, distribute, publish, rent, lend, expose, make available to the public, offer for sale, sell, use, assign and license the Deliverables, by itself or through third parties, irrespective of the carrier (digital or analogue), the form (partial or complete), the means (including, but not limited to, scientific and other magazines, radio, television, reports, newspapers, internet, social media, online or streaming platforms) or purpose (commercially or non-commercially).

The Vendor accepts that this assignment is made in the most extensive way as permitted by the applicable law, without any limitation in time and without any other remuneration than the compensation as set forth in Article 5 of this Agreement. Non-payment based on reasonable grounds such as breach of the Vendor's obligations will in no event affect such transfer and assignment.

The Vendor waives their moral rights in the most extensive way as permitted by the applicable law and will not resist modifications or alterations of the Deliverables that do not harm their reputation. The Vendor further agrees that none of the Deliverables will bear their name or logo.

### ***8.3. Warranty***

The Vendor represents and warrants to ACOLAD that it is the owner of all rights, title, and interest in and to their Deliverables' intellectual property, and that it has the right, authority, and legal capacity to grant any rights set forth herein.

ACOLAD shall therefore be entitled to disclose, commercialise or assign all rights concerning the Deliverables, with no need for authorisation from the Vendor or any third party.

The Vendor shall indemnify, defend and hold harmless ACOLAD, its Affiliates and their officers, employees, agents, and subcontractors against all liabilities, damages, losses, costs or expenses (including, without limitation, costs of proceedings, attorneys' fees and expenses, damages awarded by a court) arising out of any suit, claim, or proceeding alleging that the Deliverables provided under this Agreement violate or infringe any intellectual property rights. Upon ACOLAD's request, the Vendor undertakes to rectify the infringement without delay and at their own expense by acquiring and transferring to ACOLAD all intellectual-property rights on the incriminating part(s) of the Services and/or by amending the incriminating part(s) of the Services in such a way that they no longer infringe the intellectual property rights.

However, the above obligations shall not be applicable to infringements of third party intellectual property rights where the Deliverables and/or results of the Services are merely the translation, transcription and/or interpretation of documents and/or exchanges originally submitted to the Vendor by ACOLAD and/or arising from ACOLAD, unless ACOLAD can prove that the translation, transcription and/or interpretation infringes in itself (i.e. independently of documents and/or exchanges emanating from ACOLAD) the third party intellectual property rights.

#### **8.4. Dubbing Services**

If the Services are dubbing Services, the Vendor shall execute with its dubbing studio an AOR that will establish the conditions of transfer of intellectual property rights. The Vendor shall provide to ACOLAD, upon request, the executed AOR and the Vendor shall agree to execute another AOR upon ACOLAD's request.

The Vendor provides the following warranties to ACOLAD:

- the AOR shall comply with applicable laws.
- If needed, the Vendor shall expressly inform ACOLAD on the implementation of any specifications in the AOR considering the localization of Customer.

The Vendor is fully liable towards ACOLAD in respect to the statements included in the AOR and for any omission from the Vendor when transmitting the AOR to Acolad as per the paragraph above.

### **9. Information Security**

In order to continuously improve the group-wide security level, comply with the high security standards of ACOLAD's Customers and to be prepared against the increasing number of criminal attacks, ACOLAD has implemented an Information Security Management System (ISMS) based on the requirements of the worldwide recognised standard ISO/IEC 27001.

As part of the ISMS, ACOLAD has put in place Security Standards (in Annex 2), which all Vendors must implement.

In case of a security breach, the Vendor shall without undue delay and not later than forty-eight (48) hours after having become aware of it report the security breach to ACOLAD.

### **10. Personal Data**

All information of a professional nature relating to the Vendor, e.g., address, rates, etc., and known to ACOLAD shall be stored in database. ACOLAD undertakes to treat this information as confidential and to prevent access by third parties. The way such personal data is processed by ACOLAD is detailed in the Privacy Policy for Vendors and Suppliers available on ACOLAD's website (<https://www.acolad.com/legal-notices.html>).

The Vendor will also process personal data on the employees of ACOLAD and shall comply with the applicable data privacy laws such as the Data Protection Regulation 2016/679 for the processing of personal data.

When receiving personal data contained in the source documents necessary to the performance of Services from ACOLAD, the Vendor shall be considered a third party and shall implement appropriate technical and organisational

measures to protect any personal data contained in the source documents in compliance with Annex 2 of the of this Agreement in accordance with Article 9 hereabove.

#### **11. Ethics**

The Vendor hereby undertakes to strictly comply with any applicable regulations regarding business ethics, including ACOLAD's Code of Conduct in Annex 4.

#### **12. Representations by the Vendor**

The Vendor represents and warrants that they comply with all laws and regulations applicable to them with regards to the Services, and that they have made all administrative, tax and social security declarations required by the regulations in force and to be personally responsible for them. The Vendor undertakes to provide all the documents listed in Annex 3.

The Vendor is solely responsible for paying their taxes. In addition, the Vendor shall guarantee that they fulfil all statutory obligations as a self-employed person.

Where, under the applicable law, ACOLAD is required to deduct any amount, whether as tax or otherwise called, ACOLAD shall deduct the required amount from any amount payable to Vendor. ACOLAD shall pay to the relevant tax authorities the amount so deducted in accordance with the applicable law. Where a Double Tax Treaty in force applies between the country of residence of the Vendor and the country of the ACOLAD Affiliate ordering the Services, the Vendor shall provide ACOLAD with a certificate of fiscal residence issued by the tax authorities of the country where the Vendor is tax resident within the meaning of the treaty, along with any additional documents according to local requirements, prior to payment of the first Vendor's invoice. The certificate shall be renewed annually, unless differently provided as per local legislation. Failure by Vendor to provide ACOLAD with the abovementioned certificate will immediately imply Vendor's sole liability for all withholding taxes or any other taxes, charges or fees imposed on any amount payable to the Vendor, as well as any interest for late payment or penalties imposed by the Tax Authorities.

For transcription Services, high standards of conduct and behaviour are required particularly in the presence of ACOLAD's Customers and while on their premises. Failure to conform to these standards may result in termination of the Purchase Order and its reallocation.

For transcription Services, all documents, manuals, recording equipment and other hardware and software provided for the Vendor's use by ACOLAD, and any data or documents (including copies) produced, maintained, or stored on ACOLAD's computer systems or other equipment, remain the property of ACOLAD. Any ACOLAD property in the Vendor's possession and any original or copy documents obtained by the Vendor in the course of the Vendor's work for ACOLAD shall be returned to ACOLAD at any time on request and in any event at the end of each Purchase Order.

#### **13. Artificial Intelligence-Generated Information and Outputs**

The Vendor acknowledges and agrees that the use of artificial intelligence (AI) technologies, including but not limited to machine translation, in the performance of the Services is strictly prohibited. The Vendor shall not employ any artificial intelligence tools or systems, whether online or offline, to assist in the provision of Services to ACOLAD. Any breach of this provision shall be considered a material breach of this Agreement, and ACOLAD reserves the right to terminate the Agreement and any Purchase Orders immediately upon notification of such breach, without any liability to the Vendor.

#### **14. Liability**

The Vendor shall assume full responsibility for the proper performance of the Services that are entrusted to it.

Consequently, shall the Vendor or any person working directly or indirectly under their control breach the Vendor's obligation(s) under the Agreement, the Vendor must compensate any damage(s) that is/are caused to ACOLAD up to the total amount of Services paid by ACOLAD to the Vendor in the last twelve (12) months.

This limitation shall not apply to any breach of the Vendor's obligation(s) under the "Confidentiality", and "Non-entitlement of Customers" Articles that is attributable to the Vendor or that is attributable to any person working directly or indirectly under their control. In such case, the Vendor must compensate any damage(s) that is/are caused to ACOLAD. Notwithstanding, the Vendor's maximum liability per occurrence shall not exceed the amount of €10,000 (ten thousand euros).

The Parties acknowledge that monetary damages would not be an adequate remedy for all breaches of this Agreement by the Vendor and/or any person working directly or indirectly under their control, and that ACOLAD may, in addition to all other remedies available at law or in equity, obtain immediate injunctive or other equitable relief, without the necessity of posting bond or other security, to remedy or prevent any breach or threatened breach of this Agreement by the Vendor and/or any person working directly or indirectly under their control.

### **15. Force Majeure**

Neither Party shall be liable or accountable to the other for failure to fulfil any obligation undertaken in this Agreement or for any loss or damage, delays, or disruption and/or malfunction, which may be suffered by the other Party or any person or entity claiming through or under the other Party, due to a Force Majeure event as defined under the applicable law.

Force Majeure events include but are not limited to: earthquakes; fires; floods; explosions; epidemics; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; lockouts; riots; power failures or shortages; computer failure and any such circumstances beyond their reasonable control as may cause interruption, loss or malfunction of utility, transportation, computer (hardware or software) or telephone communication service; accidents; labour or trade disputes; acts of civil or military authority; governmental actions or omissions; or inability to obtain labour, material, equipment or transportation; acts or omissions of third parties, or any other cause beyond their reasonable control.

The obligations of a Party shall be suspended in the event of force majeure, provided that such Party:

- promptly notifies the other Party of the occurrence of the force majeure event and the estimated extent and duration of its inability to fulfil its obligations,
- does its utmost to mitigate the effects of the force majeure event on its ability to fulfil its obligations,
- resumes fulfilment of its obligations as soon as reasonably possible.

In the event that the duration of such events exceeds fifteen (15) calendar days, the Parties shall be free to withdraw from this Agreement by giving the others no less than fifteen (15) days' notice.

### **16. Insurance**

Only when the applicable laws and regulations of the Vendor's residence requires it, the Vendor shall guarantee that they are covered by a professional indemnity insurance contract concluded with an insurance company known to be solvent. In this case, the Vendor shall provide proof of such insurance coverage upon request from ACOLAD.

### **17. Subcontracting**

The Vendor is not allowed to transfer the Services to another subcontractor without the permission of ACOLAD. In addition, the Vendor is only authorised to nominate another person who has equivalent qualifications and experience to the Vendor. If the Vendor does so, the Vendor shall be in all respects responsible for the proper performance of the Services by that other subcontractor.

In case of an emergency on the Vendor's side, the Vendor shall be responsible for their replacement promptly and without jeopardising the normal course of the Services provision. In this event, all the requirements set forth above shall apply.

In case the Vendor is a legal entity (another translation agency or other company), which works with subcontractors such as freelance translators, the Vendor shall require its subcontractors to comply with all applicable terms and conditions of this Agreement when providing such Services and shall remain the sole liable party towards ACOLAD.

If the Services are dubbing Services, the Vendor will directly cast and choose the creative team, including but not limited to voice actors, performers, translators, directors, writers, adaptors, lyricists, unless otherwise directed by ACOLAD. The Vendor will ensure that all contributors are competent and are paid at local union rates in a territory, where applicable. The Vendor will not replace any of the contributors without the permission of ACOLAD. All contributors will sign confidentiality obligations, namely in the form of a Non-Disclosure Agreement, with the Vendor, made available to ACOLAD upon request. The Vendor will also ensure contributors are aware of and follow ACOLAD's Security Guidelines.

#### **18. Assignment and Change of Ownership**

ACOLAD shall have the right to assign this Agreement to any of its affiliates, parent and/or subsidiary companies. The Vendor is not entitled to assign, license, or transfer any of their rights and/or obligations undertaken in this Agreement or any part thereof without ACOLAD's prior written consent.

#### **19. Non-entitlement of Customers**

The Vendor undertakes not to solicit or agree to provide Services to ACOLAD's Customer as long as ACOLAD is providing services to this Customer and/or for the duration of the Agreement between ACOLAD and this Customer, unless the Vendor can prove that they have already provided the Customer with Services without ACOLAD's involvement before ACOLAD commissioned the first Services from the Vendor.

This provision shall apply even when the Vendor has not accepted or not executed a Purchase Order but has acquired knowledge about a Customer through a proposal from ACOLAD.

Such non-entitlement of Customers shall remain in force for a period of one year from the delivery date of the last Services furnished by ACOLAD to that Customer.

#### **20. Non-solicitation**

For the duration of the contractual relationship between the Vendor and ACOLAD, and for a period of one (1) year following termination of such contractual relationship, the Vendor shall not solicit or attempt to solicit, hire or arrange to hire any person who, at the time of the solicitation, was an employee or consultant of ACOLAD without prior written consent from ACOLAD.

#### **21. Audit**

ACOLAD may be requested to audit its Vendors by governmental or regulatory authorities or by its Customers. ACOLAD may also deem such audits necessary to resolve a critical internal issue or a situation which may constitute a threat to its commercial activities. When the Vendor is a freelancer and/or has established their office at their place of residence, the audit shall not be carried out on the premises. The Vendor may be required to provide background checks and criminal records check within the limits of applicable law.

Therefore, ACOLAD shall have the right, during the term of the relationship between the Parties and for three (3) years pursuant to its termination, at any time upon reasonable prior notice, to audit the Vendor.

Such audits may be performed by ACOLAD, ACOLAD Customers or any third party designated by ACOLAD who is subject to a confidentiality obligation, during customary office hours, taking into account the time zone in which the Vendor is located.

The Vendor shall cooperate in good faith with any auditor and shall provide all necessary information related to the audit.

## **22. Miscellaneous**

### ***22.1. Independence of the Parties***

Both Parties shall be independent contractors. Nothing in this Agreement shall be read so as to construe any legal entity, joint venture, agency or commercial agency for any purpose whatsoever. This Agreement does not in any way constitute a form of employment contract. The Vendor explicitly acknowledges that it is an independent service provider and that consequently it remains independent in the management of its time and obligations and that it is free to accept or reject the assignments offered by ACOLAD.

ACOLAD wishes to avoid working with providers whose activity substantially depends on ACOLAD's orders due to the consequences that could arise from situations of economic dependence. ACOLAD encourages all Vendors to implement measures aimed at diversifying their customers. Shall ACOLAD be the only customer of the Vendor, the Vendor shall immediately notify ACOLAD in writing.

In any case, the Vendor is aware that a high rate of economic dependence toward ACOLAD shall not limit ACOLAD's freedom to curtail or terminate the relationship with the Vendor.

The Parties agree to collaborate on a non-exclusive basis as detailed in this Agreement. Subject to Articles 19 and 20, each Party is free to conduct business with other partners at its sole discretion.

For all the abovementioned reasons, ACOLAD does not offer or operate any sickness or injury schemes for independent contractors such as its Vendors.

### ***22.2. Waiver***

Failure of either Party to enforce or insist at any time upon compliance with any of the provisions of this Agreement shall neither be construed as a waiver of any rights or remedies hereunder nor in any way affect the validity of this Agreement or any part thereof. No waiver shall be effective unless provided in writing, and no waiver or breach of this Agreement shall constitute a waiver of any previous or subsequent breach.

### ***22.3. Entire agreement***

The following annexes constitute an integral part to this Agreement:

- Annex 1 – Quality Standards
- Annex 2 – Security Standards
- Annex 3 – Documents to be provided by the Vendor
- Annex 4 – Vendor Code of Conduct

This Agreement constitutes the entire framework agreement between the Parties relating to the Services and supersedes any prior agreements, promises, understandings, statements, or commitments between the Parties or representations made by either Party whether oral or written. These provisions shall not extend to any Non-Disclosure Agreement signed by the Parties, which shall thus be deemed still in force.

Unless otherwise agreed in writing by both parties, the provision of all Services is subject to the terms of this Agreement alone. The Vendor's general terms and conditions shall not apply.

### ***22.4. Validity***

Should any part of this Agreement be invalid or unenforceable in any jurisdiction for any reason, it shall be replaced with a corresponding text, which is valid and equivalent to the intended meaning. The rest of the Agreement shall remain unaffected and valid. This also applies to annexes of the Agreement.

The use of facsimile and electronic mail is expressly authorised for any written confirmation required under the terms of this Agreement.

### ***22.5. Supplements***

For any customer-specific information and instructions, the Parties shall refer to the customer-specific supplements. Should there be any discrepancy between the Agreement and the customer-specific supplement, the supplement version shall prevail.

**22.6. Amendments**

This Agreement shall be amendable by a commensurate agreement as follows: ACOLAD shall notify the Vendor by publishing the amended version of this Agreement on its website and/or by emailing it to the Vendor using the email address that ACOLAD has on file. The amended Agreement shall come into effect immediately, after such notification is given. At the same time, ACOLAD grants to Vendor a reasonable period of at least thirty (30) days in length to declare whether or not it shall accept the amended Agreement. If no declaration is made within this period, which shall commence running from the receipt of the notification in text-form, the amended Agreement shall be deemed as stipulated.

**23. Applicable Law and Jurisdiction**

This Agreement and any subsequent modifications shall be governed and interpreted in accordance with the laws of the country or state of the ACOLAD entity issuing the purchase order with exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11.04.1980 ("CISG"). All disputes arising from this Agreement or related to its violation, termination, or nullity shall be submitted to the courts located in the district of the registered office of said ACOLAD entity.

**24. Electronic Signatures**

Electronically executed or electronically transmitted signatures shall have the full force and effect of original signatures.

## **Annex 1 – Quality Standards**

### **1. Scope and Purpose**

This document is an integral part of the service level agreement/framework contract between ACOLAD and the Vendor.

The document contains:

- The ISO 17100:2015 standard definitions of the translation, revision, review and proofreading tasks,
- The ISO 18587:2017 standard definition of full post-editing tasks,
- A set of quality specifications regarding the linguistic, formal and technical requirements of the deliverable.

Any Vendor (hereafter referred to as the Translator, Reviser, Reviewer or Proofreader or Post-editor, depending on the task performed) performing a translation, revision, review, proofreading or post-editing assignment for ACOLAD is required to comply with these definitions and specifications, unless otherwise instructed.

### **2. Important Basic Rules**

- When accepting the job offer please consider if you feel comfortable with the subject matter and will be able to meet the requested deadline. If you don't feel comfortable with the subject matter of the project you have been offered/assigned or you cannot meet the requested deadline, please let the Project Manager know immediately.
- Please make sure to run auto QA on each job you accept. If you have any questions about the auto QA and what settings to use, please contact Project Manager for appropriate instructions.
- While doing revision, review or proofreading please contact the Project Manager immediately if you feel that the quality of the translation is substandard.
- When doing post-editing please contact the Project Manager if you feel that the quality of machine translation output is substandard.

### **3. Task Description**

#### **3.1. Translation**

The Translator shall transfer the written source language content into the target language content in order to produce a text that is in accordance with the rules of the linguistic system of the target language and that meets the instructions received with the project assignment.

Throughout this process, the Translator shall pay attention to the following:

- Terminology: compliance with specific domain and client terminology, or any other reference material provided, ensuring terminological consistency throughout the whole translation.
- Grammar: syntax, spelling, punctuation, orthography, diacritical marks.
- Lexis: lexical cohesion and phraseology.
- Style: compliance with the proprietary and/or client style guide, including register and language variants.
- Locale: local conventions and regional standards.
- Formatting.

- Target audience and purpose of the translation.

On completion of the initial translation, the Translator **shall check their own work**. This process shall include a full checking of the content for possible semantic, grammatical and spelling issues, for omissions and other errors, as well as ensuring compliance with any relevant translation project specifications. The Translator shall make any necessary amendments before delivery.

Please note that not all translation projects have subsequent tasks and therefore, a deliverable from you should be considered as **final quality translation** and may be published upon your delivery.

### 3.2. Revision

**Revision is a bilingual examination of the target language content against the source language content.** The Reviser shall always be a second independent linguist other than the assigned translator and have appropriate competence in the source and target languages. The Reviser examines the translation for its suitability of purpose and detects any errors and other issues. This includes, as required by the project, comparison of the source and target texts for terminology, consistency and style.

Changes in translation should be applied only where strictly necessary. A change is considered necessary if it serves to rectify a non-conformity.

Re-writing of the translation is to be avoided. However, if the Reviser/Reviewer deems that re-writing is necessary, s/he should notify the Project Manager immediately.

### 3.3. Review

**Review is a monolingual examination of the target language content** to assess the suitability of the translation for the agreed purpose and recommend corrective measures. The review includes assessing domain accuracy and adherence to the relevant text-type conventions.

Although review is a monolingual check, any corrections need to be inserted in the bilingual as well as the monolingual file.

### 3.4. Proofreading (Linguistic Sign Off in Life Sciences)

**Proofreading is examination of the target language content** and application of the necessary corrections before printing.

The purpose of proofreading is to ensure that no errors were introduced during formatting and the document is ready to print. It involves **checking the translation against the source text**. The focus of proofreading is on completeness, accuracy and flow of the translation whilst using the source text as reference. It is not a review of the specialised content and does not involve rewriting the translation.

### 3.5. Full post-editing

Post-editing is editing and correcting machine translation output. The output of full post-editing shall be accurate, comprehensible and stylistically adequate, with correct syntax, grammar and punctuation. The aim of full post-editing is to produce an output which is indistinguishable from human translation output. Nevertheless, it is recommended that post-editors use as much of the Machine Translation output as possible.

When doing post-editing, post-editors shall focus on:

- Ensuring that no information has been added or omitted;

- Editing any inappropriate content;
- Restructuring sentences in the case of incorrect or unclear meaning;
- Producing grammatically, syntactically and semantically correct target language content;
- Adhering to client and/or domain terminology;
- Applying spelling, punctuation and hyphenation rules;
- Ensuring that the style appropriate for the text type is used and that stylistic guidelines provided by the client are observed;
- Applying formatting rules.

On completion of the initial task, the Post-editor **shall check their own work**. This process shall include a full checking of the content for possible semantic, grammatical and spelling issues, for omissions and other errors, as well as ensuring compliance with any relevant project specifications. The Post-editor shall make any necessary amendments before delivery.

#### 4. Quality Specifications

The Translator, Reviser, Reviewer or Proofreader or Post-editor must provide a **ready-to-print** text, meaning that:

- The translation can be delivered to the end customer without requiring any further checks, revision, review etc.
- The target text fully complies with the linguistic requirements of the target language.
- Any omissions (missing words, sentences, paragraphs) are identified and corrected.
  - Translation/Post-editing: The Translator or Post-editor ensures this by means of a full check of their own work before delivering.
  - Revision/Review: The Reviser ensures this by means of a full source/target comparison; the Reviewer by a spot check against the source text. If omissions are identified, please notify the Project Manager immediately.
- Any mistranslations (failure to correctly render the meaning of source text into the target text) are identified and corrected.
  - Translation/Post-editing: The Translator or Post-editor ensures this by means of a full check of their own work before delivering.
  - Revision/Review: The Reviser ensures this by means of a full source/target comparison; the Reviewer by a spot check against the source text. If mistranslations are identified, please notify the Project Manager immediately.

#### 5. Quality Assurance

Before delivering a translation or a revision, both Translator, Reviser and Post-editor must **always carry out a self-check** (Linguistic quality check) **of their own work, run auto QA and implement all the necessary corrections**.

A Linguistic Quality check (LQC) is always **MANDATORY** and is an integral task in both Translation, Revision and Post-editing linguistic services. The linguists in charge of the translation, revision and post-editing steps have to perform all relevant checks, including auto QA and side by side check of the original source file and final target translation, in order to guarantee the highest possible quality of their 1st pass delivery and should additionally deliver proof of this LQC together with their translation (QA

report). In case of false positive report entries, please add a comment to the delivery, confirming the correctness of the translation and the LQC.

Please see Appendix 1 for the LQC checklist. The checklist outlines some of the most common areas of concern but does not represent an exhaustive list. If you have questions about any of the items in the checklist, please contact the Project Manager for clarification.

## **6. Instructions and Queries**

All project-related instructions provided by ACOLAD must be taken into account throughout the assignment.

Please communicate any translation-related uncertainties or questions that may require end client clarification to the Project Manager as soon as they arise and well before delivery. As a rule, all issues must be resolved prior to delivery.

In case of any issues with the original files please communicate directly with the Project Manager. Questions regarding content of the translation need to be inserted into a *Querysheet* and sent to the Project Manager. In case of larger assignment several query sheets could be sent throughout project life cycle and at any given stage of the process of translation/post-editing/revision/review. In order to mitigate the risk of delays due to open queries, questions should be raised as promptly as possible.

Please submit all new/suggested terminology with the delivery. Suggestions will be analysed and considered for inclusion in ACOLAD terminology databases.

## **7. Delivery**

### **7.1. For Translation, Post-editing and Revision**

After completing the assigned task, the Translator, Post-editor and Reviser makes the files available at a dedicated location, in line with the instructions given by the Project Manager. The content of bilingual and monolingual target translation files must be identical.

The standard delivery includes: (unless instructed otherwise)

- The translated/post-edited bilingual files/package in CAT tool (.sdlxiff or equivalent)
- Properly cleaned and formatted monolingual target translation files
- Automated QA reports either completely clean or with a confirmation that the remaining issues are false positives only
- Comments and remarks if any

### **7.2. For Review and Proofreading**

After completing the task, the Reviewer and Proofreader delivers via task package or makes the files available at a dedicated location.

The standard delivery includes: (unless instructed otherwise)

- The reviewed files with annotations or track changes per file format
- Updated bilingual files (unclean/package and clean target translation files, unless instructed otherwise)
- Comments and remarks if any

### 7.3. Naming Convention

It is not allowed to change the name of the translated file, except for adding the ISO 639-1 target language code according to the following format:

[ORIGINAL NAME]\_[TARGET LANGUAGE CODE].[FORMAT]

(For example: "**title\_EN.doc**" for a Word document translated into English).

If revision or review is performed, "rev" (for revision) or "rwd" (for review) is added between the language code and the format ("**title\_ENrev.doc** or "**title\_ENrwd.doc**"). ACOLAD uses 2-letter language codes from ISO 639-1 for identification of the languages.

**Appendix 1 - Linguistic Quality check (LQC)**

<b>Specification</b>	<b>Description</b>
<b>Fundamental checks</b>	
File can be opened	No corruptions, garbled characters due to tag integrity, etc. are found No unintentional blank pages are left
Correct target language	Check for correct language locale
File names	File names are not altered and are consistent with client instructions
Full set of files/batch	All files/batches are accounted for; translated files are available in the Output Package/Delivery folder
Client and project-specific rules and instructions	Verify that STA, style guide, glossaries, references and instructions have been followed
Open queries and answers	Make sure all questions are answered and answers implemented in the translation
Comments/remarks added to the translation	Any necessary remarks are appropriate both in terms of format as well as wording
<b>Automated process completed</b>	<b>Auto QA</b>
Process full tag check	Used tag checker in the CAT tool
Process spellcheck	Used spellcheck in CAT tool or Windows spellchecker
Process termcheck	Used term-verifier integrated in the CAT tool
Unedited fuzzy matches	Used QA checker in CAT tool
Consistency checks	Used QA checker in CAT tool
<b>General layout</b>	
Clean files	Verify that no tag issues, etc. remain in target file; Check for text irregularities Make sure no words are cut-off Check for suspicious capitalisations in mid-sentence

Punctuation	Follow the source punctuation whenever is appropriate and does not interfere with target language rules Ensure there are no missing or additional punctuation marks Check that bulleted/numbered lists follow source (or are consistent with language requirements)
Spaces	Verify that there are no double spaces or missing spaces between words, after trademark symbols, etc. Verify that space between number and unit are consistent based on language rules Check consistency in spaces before degree symbols based on language rules
Hyphenation	Check for cut-off words, suspicious line breaks, etc. and verify that hyphenation was enabled and hyphenation was correctly applied
Table format	Ensure table, row and column dimensions are adapted to source and target language requirements as applicable in file format Check in target language whether row span was kept in same format as source which could then lead to words cut off or other issues
Symbols (#, &, %, <, >)	Are there the same symbols in the source text? Are they handled consistently in the languages? Pay particular attention to symbols when used in software strings. These may have different role/meaning than usual
Parentheses, brackets	Check for complete set (opening/closing, consistent format)
Quotation marks	Verify that language-specific quotation marks are used consistently within language.
Display Images	Ensure graphics, callouts, screenshots etc. are correctly displayed Are they localised correctly when this is the client requirement? Check as applicable in file format Make sure text linked to images matches
Formatting	Verify that source and target are consistent (font in italics, bold, underline, indentation, etc.)
Capitalisation	Examples may include titles, headers, words within sentences (e.g. SMART) Check that they are handled according to language requirements
Table of Content (TOC) Index	Entries and page numbers match source Entries match corresponding headers Hyperlinks work properly and link to correct language/location (if applicable and can be checked in final format) Index is sorted properly and in alphabetical order Please perform spot checks
Page numbers	Make sure page numbers and page counts are consecutive and accurate

<b>Content related</b>	
Source text not left	Check for any elements left in source language Ensure all content is included in target language(s)
Content completeness	Count number of paragraphs Count number of sentences
Trademarks, company names, product names, proper names	Make sure that these are handled according to client specifications and are consistent Verify that there are no spelling errors or formatting differences between source and target Descriptors are translated consistently within and across languages, e.g. NET® Surgical Suture
Acronyms and abbreviations	Ensure they are handled consistently and in accordance with instructions (translated/kept in English with parenthetical translation per client instruction)
Repeated words	Verify whether they are intentional/language-specific or qualify as an error
Addresses and contact information (links, emails or phone numbers)	Ensure that they are handled consistently and according to client requirements. Verify with style guide or Project Manager whether parts, such as country names, should be localised Confirm how 800 numbers should be handled
Units of measurement/temperature	Verify that client instructions were followed Consult with style guide or Project Manager on how to handle units of measures Options: <ul style="list-style-type: none"> <li>• Convert to the measurement unit typically used in the target language (ensure conversions are approved and consistent)</li> </ul> If two unit systems are used (imperial and metric), confirm option should be either <ul style="list-style-type: none"> <li>• Keep both (imperial and metric/ °C and °F)</li> <li>• Revert order (metric and imperial according to what is preferred in the language)</li> <li>• Keep only the one the target language usually uses</li> </ul>
Date/time format	Check whether date/time format is handled according to instructions and language requirements
Figures and numbers	As a general rule, target language rules should be applied, including decimal and thousand separators Ensure that conversions are consistent across languages and confirmed with client
References to publications, books, etc.	Confirm with style guide or Project Manager on how to handle them per client preference
Legal acts	Confirm with style guide or Project Manager whether to translate or keep in original language followed by parenthetical translation
International (technical) standards (ISO, IEC, etc.)	Confirm with style guide or Project Manager whether to translate them or leave in original language
Headers and footers, references to other	Check for consistency and accuracy

Software references	Confirm with style guide or Project Manager whether to translate or keep in original language (with parenthetical translation) Has the software been translated in the target? Do you have access to the translations for cross checks (glossaries, etc.)?
Errors in the source text	Do they influence target languages? Are they handled consistently? Be aware of unnecessary double spacing, wrong punctuation, typos, wrong grammar agreements and incomplete sentences

## Annex 2 – Security Standards

Vendor shall implement and maintain the following technical, organisational, and physical security measures during the Term of the Agreement.

For the purpose of this Annex, a distinction is drawn between Vendors which are individuals/freelancers and Vendors which are companies.

Some technical, organisational, and physical security measures will only apply to Vendors which are companies.

Technical and organisational security measure	Applicable to <b>ALL</b> Vendors	Applicable <b>ONLY</b> to Vendors which are companies
<b>General management of accounts and passwords</b>		
All IT systems must be accessed through a login	<b>X</b>	
User authentication shall be made through registered user accounts	<b>X</b>	
The user must be blocked after a limited number of failed attempts to log in	<b>X</b>	
Each user shall set a dedicated password with at least 10 characters, combining different types of alphanumeric characters and special characters (see below)	<b>X</b>	
Password strength requirements must meet common security standard (e.g. ISO, NIST) length and complexity	<b>X</b>	
All default passwords must be changed from default values	<b>X</b>	
A password history shall be recorded		<b>X</b>
A periodic expiration of passwords shall be set up		<b>X</b>
Temporary passwords shall securely be communicated and prompted to change after their first use		<b>X</b>
<b>Session control</b>		
Screens must be automatically password-protected and computers shall lock automatically when temporarily not in use	<b>X</b>	
Session controls, including account lockout and session timeout must be in place		<b>X</b>
<b>Multi-factor authentication (MFA)</b>		
Multi-factor authentication must be in place for any privileged and/or administrative accounts.		<b>X</b>
MFA must be in place for any applications that are internet facing.		<b>X</b>
MFA must be in place for any remote access methods (e.g., virtual private networks, remote desktop protocols).		<b>X</b>
<b>Passwords change and deactivation of accounts</b>		

Passwords shall immediately be changed when there is reason to believe an account has been compromised	<b>X</b>	
A formal process shall be implemented to timely deactivate accounts and change the account's passwords of the people exiting the Vendor company and/or changing to a different position that no longer requires them to have access to the systems and applications (e.g., within 24 hours of termination/amendment of their contract with the Vendor company).		<b>X</b>
Accounts without recent activity (e.g., the last 90 days, with the exception of those only used for quarterly, semi-annual and annual processing) must be disabled.		<b>X</b>
User's identity must be verified before a password is reset		<b>X</b>
An auditable and binding procedure to reset forgotten passwords shall be implemented		<b>X</b>
<b>Segregation of access and set up of specific user accounts</b>		
A formal approval process shall be implemented to grant access based on the user's business need to perform job duties (i.e., least privilege, meaning the level of access needed but not more)		<b>X</b>
Segregation shall be made between request, approval and granting of access		<b>X</b>
User accounts for access to systems, services and applications must be assigned to individual users and not shared	<b>X</b>	
Privileged and/or administrative user accounts must be different than the standard user account and have unique user login ID's. Privileged accounts (elevated level of access, which grants powers within a computer system, which are significantly greater than those available to the ordinary user) must be restricted and only assigned to authorised users		<b>X</b>
Periodic access reviews of all users, system accounts, test accounts, and generic accounts must be performed and documented at least annually		<b>X</b>
<b>Remote access and encryption</b>		
All remote accesses to IT systems shall be secured (VPN, strong authentication, etc.)	<b>X</b>	
Server systems can only be administered with console password or via password-protected and encrypted connection		<b>X</b>
A secure wireless network shall be set up	<b>X</b>	
Mobile devices shall be encrypted	<b>X</b>	

Mobile endpoints (smartphones, tablets) must be secured using a mobile device management system	<b>X</b>	
Data transmitted through the internet shall be encrypted (email encryption, SSL encryption)	<b>X</b>	
Endpoint devices must be encrypted and secured with a password		<b>X</b>
<b>Antiviruses and firewalls</b>		
Servers and endpoints must be secured using virus/malware protection that are kept up to date.	<b>X</b>	
Regular updates (automatic or manual) of antiviruses and firewalls shall be implemented	<b>X</b>	
Intrusion detection or intrusion prevention systems must be implemented to detect and respond to unauthorised or malicious network traffic		<b>X</b>
<b>Updates</b>		
Critical updates shall be installed for operating systems without delay	<b>X</b>	
Systems must be maintained at levels to allow the latest security patches/service packs to be applied	<b>X</b>	
All systems must be patched for operating system and major component updates upon security related patch release and evaluation in accordance with common security standards (e.g., ISO, NIST)		<b>X</b>
<b>Electronic signature</b>		
Electronic signature shall be used when applicable	<b>X</b>	
<b>Backups</b>		
Data backups shall be created on a regular basis with control over carrying out and verifying these backups	<b>X</b>	
<b>Testing procedures</b>		
Procedure for testing, analysing and assessing the efficiency of technical and organisational measures (penetration tests, scans for internal and external vulnerabilities, etc.) shall be implemented		<b>X</b>
Annual independent penetration tests on its networks and applications that handle Information		<b>X</b>
<b>Procedure for managing security incidents</b>		
Procedure for managing security incidents shall be implemented		<b>X</b>
Applications updates shall be installed in case of critical breach		<b>X</b>

Physical security	Applicable to <b>ALL</b> Vendors	Applicable <b>ONLY</b> to Vendors which are companies
<b>Access control</b>		
Premises must be secured from the Outside In		<b>X</b>

Server room must be locked up with controlled and registered access (Server rooms must have a higher degree of protection than the rest of the spaces)		<b>X</b>
Workplace shall only be accessible to the staff/professionals		<b>X</b>
(for remote working and/or domestic, private or working space owned/rented by the professional) Workplace shall be secured with doors, locks, alarms, and any other protective measure to ensure limited access	<b>X</b>	
Identity checks must be performed to make sure the people accessing secure spaces are the intended members of the staff		<b>X</b>
All door hardware must be connected directly to intelligent or semi-intelligent readers		<b>X</b>
Proper fire extinguishers must be in place all over the perimeter and members of the staff must be trained to use them and to perform the evacuation protocol		<b>X</b>
There must be an active pest control plan		<b>X</b>
There must be a keys' & badges' management policy		<b>X</b>
A risk assessment on effectiveness of the access control measures must be done at least once a year		<b>X</b>
(for remote working and/or domestic, private or working space owned/rented by the professional) Wi-fi access credentials will be specific and owned by the professional and cannot be shared with third parties who, only if absolutely necessary and explicitly requested, will have to use specific credentials with a lower level of access (guest access)	<b>X</b>	
<b>Surveillance</b>		
An active surveillance system 24/24h & 365/365d must be implemented and monitored by specialised members of the staff		<b>X</b>
Any working space shall be considered a restricted area, hence regulated by access and surveillance principles the staff/professionals must know and understand		<b>X</b>
An active plan must be implemented to create and develop a Security Culture within the Vendor Company		<b>X</b>

### **Annex 3 – Documents to be provided by Vendor**

Only when the applicable laws and regulations requires it, the Vendor shall communicate to ACOLAD the following documents:

- Where registration of Vendor in a professional register is compulsory in the country of establishment or domicile, one of the following documents:
  - A document issued by the authorities holding the professional register or an equivalent document certifying such registration;
  - A quotation, an advertising document or professional correspondence, provided that it states the name or corporate name, full address and the nature of the entry in the professional register.
- Where registration of Vendor in a professional register is not compulsory in the country of establishment or domicile, an official document mentioning its identity and address and registration number where applicable;
- In all cases, a document mentioning its individual tax identification number, where Vendor is not required to have such a number;
- In all cases, a document attesting to the regularity of the social/labour situation<sup>1</sup> of Vendor and, where the legislation of the country of domicile so provides, a document issued by the body managing the compulsory social security scheme and mentioning that Vendor is up to date with its social declarations and the payment of the social security contributions;
- Where applicable, the list of names of foreign employees employed and subject to a work permit. This list, drawn up from the single personnel register, specifies for each employee, their hiring date, nationality and the type and serial number of the document validating the work permit.
- Where Vendor posts employees abroad for the purpose of performing the Services, the relevant documentation under that applicable law.<sup>2</sup>

When first providing Services to ACOLAD and every year until the end of its execution, the Vendor shall communicate to ACOLAD the following documents:

- Where a Double Tax Treaty in force applies between the country of residence of the Vendor and the country of the ACOLAD ordering the Service, an original certificate of fiscal residence issued by the tax authorities of the country where the Vendor is tax resident within the meaning of the treaty and any other additional document, pursuant to local requirements,
- Where professional indemnity insurance is compulsory for contractors under the applicable law, a certificate of insurance coverage.

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<sup>1</sup> In compliance with Regulation (EC) No. 883/2004 of 29 April 2004 where the Vendor is based in the EU.

<sup>2</sup> Where employees are posted in France, a copy of the preliminary filing to the Labour Inspectorate, a copy of the letter appointing a French representative for the Vendor in its relations with the French authorities, a sworn declaration by Vendor that the posted employees are provided with decent living and labour conditions in accordance with social legislation in the host country.

## **Annex 4 – Vendors Code of Conduct**

ACOLAD is committed to the highest social, environmental, health and safety standards, and expects Vendors to do the same. Vendors must comply with local and national laws and regulations. In addition, Vendors are expected to adhere to the following standards.

### **Health & Safety**

Vendors shall provide safe and healthy working conditions for their employees and authorised subcontractors. Vendors shall comply with local and national laws and regulations regarding health and safety in the workplace and shall have the required authorisations, licences and permits from local and national authorities. Vendors shall have documented health and safety policies and/or procedures in place, as well as adequate safety infrastructure and equipment. Vendors identified as having moderate to high health and safety risks must take the necessary steps and provide evidence of their continued progress towards the implementation of a recognised health and safety management system. Vendors on ACOLAD premises must comply with all applicable ACOLAD policies and guidelines.

### **Security**

Vendors must ensure that they take all necessary steps to protect their employees, contractors working on their sites, and their infrastructure, especially in conflict zones. Specifically, Vendors must have a crisis management policy in place that can be directly implemented to ensure that they can respond effectively to emergencies as quickly as possible.

### **Working conditions**

Vendors must provide fair and decent working conditions. Employees shall be paid at least the local industry rate or the minimum wage required by the law of the country in question, whichever is higher, and shall be provided with social protection in accordance with local standards. If no minimum wage is set by national law, fair and decent working conditions expected from Vendors imply that employees are paid according to the level of remuneration expected in the country, the cost of living, social protection and the local standard of living.

### **Freedom of Association and Non-Retaliation**

Vendors shall respect workers' freedom of association. Employee representatives shall not be discriminated against or have their employment contracts terminated for exercising their rights as employees, raising grievances, participating in union activities or reporting activities that may be illegal.

### **Forced Labour**

Vendors shall not:

- Engage in any form of human trafficking, whether by force, fraud, or coercion; or any form of involuntary servitude or slavery;
- Engage in any form of sex trafficking or procure commercial sex acts during the performance of the Agreement;
- Use forced or involuntary labour in the performance of any work related to the Agreement;
- Engage in, or support, any form of child labour and employ workers who do not meet the minimum legal age for their location;
- Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents;

- Use misleading or fraudulent practices during the recruitment of employees or offering of employment;
- Charge employees with recruitment fees.

### **Non-discrimination**

Wage decisions should be made on the basis of relevant and objective criteria. No distinction should be made on the basis of the following criteria (non-exhaustive list): age, disability, gender, sexual orientation, political or other opinion, ethnic or social origin, religion. So-called employment decisions include (but are not limited to): recruitment, promotion, dismissal and relocation of employees, training and skills development, health and safety, or any policy related to working conditions, such as working hours and pay.

### **Compliance with environmental regulations**

Vendors are required to respect and comply with environmental laws at all levels (local, national and international). In all their activities, they must be covered by the required environmental permits and licences. The precautionary principle is applied to all environmental issues.

### **Environmental impact management**

Vendors should manage the environmental impact of their activities in a systematic way, including but not limited to the following issues: energy, water, waste, chemicals, air pollution and biodiversity. Targets should be set to reduce these impacts.

Vendors identified as having a significant impact on the environment should take the necessary steps and provide evidence of their continued progress towards implementing a recognised environmental management system.

### **Bribery**

Vendors shall comply with all applicable anti-corruption laws and regulations. They shall have a zero-tolerance policy against all forms of corruption, bribery, extortion and embezzlement. In particular, they shall not pay bribes or other inducements (such as kickbacks, facilitation payments, excessive gifts and hospitality, grants or donations) in connection with their business transactions with customers and government officials. Vendors are required to conduct their transactions in a transparent manner and to record them accurately in their company accounts and records. Vendors may not use third parties to perform any action that is prohibited to them, such as paying bribes.