

# GENERAL TERMS AND CONDITIONS OF TRANSLATION – APPLICABLE AS FROM 1 OCTOBER 2018

## ARTICLE 1 – SCOPE

All prestations and services provided by GUSTAV for its professional clients are governed by these General Terms and Conditions, excluding any other document and excepting any specific conditions negotiated between the Parties. Therefore, any clauses that may appear on the Client's documents, in particular the Client's general terms and conditions of purchase, will be unenforceable against GUSTAV. Placing an order with GUSTAV implies knowledge and acceptance of these General Terms and Conditions by the Client, who acknowledges having received and accepted them and waiving any general purchase conditions. GUSTAV reserves the right to contravene certain clauses of these General Terms and Conditions, subject to the Client's prior agreement. For the purposes of these Terms and Conditions, the term "Client" refers to any natural or legal person represented by the signatory of the Quote or any other document which constitutes a Purchase Order. GUSTAV considers that all employees or associates of a business or organisation who place an order on behalf of said business or organisation have received prior permission from their line management to purchase said services, without any possibility of objection from the Client.

## ARTICLE 2 – QUOTES AND ORDERS

All Client orders are preceded by a Quote, drawn up free of charge by GUSTAV based on the documents to be translated provided by the Client or information provided by the Client. Documents to be translated may contain reference documents and/or diagrams, drawings or plans which would assist the translators in their work. Any glossaries provided by the Client shall also be taken into account and used in the translation. The Quote is a document sent by GUSTAV to the Client which includes a description of the work to be carried out and the service fee. The Quote is normally sent to the Client electronically through GUSTAV's management system; the document sent expressly refers to these General Terms and Conditions via a link to <https://www.mygustav.com>. The Client must then accept the Quote and the General Terms and Conditions by following the outlined procedure. If the digital acceptance method is temporarily unavailable, the Client shall

return the Quote to GUSTAV by post or email after having added the date, signature and company stamp, preceded by the words “Signed and agreed”. The Client must also return a copy of these General Terms and Conditions, The Client may also place an order by sending GUSTAV a Purchase Order, issued by the Client’s authorised teams, or by sending payment for all or part of the chosen service to GUSTAV. The order placed by the Client, using one of the methods described above, shall only be considered definitive if the Client expressly accepts these General Terms and Conditions and the order is confirmed by GUSTAV. Any special condition that deviates from or supplements these General Terms and Conditions must be stipulated on the Quote or purchase order and accepted by both Parties.

## ARTICLE 3 – ORDER CANCELLATION

Should the Client cancel a firm and final order, GUSTAV shall invoice the Client for 100% of the work which has already been completed on the date of cancellation, plus 50% of the remaining initial order amount. Should cancellation occur before work begins, lump-sum compensation of 50% of the initial Order amount shall be invoiced.

## ARTICLE 4 – DELIVERY DEADLINES

If a deadline has been set for the service provision, the period begins on the date on which GUSTAV receives the Quote accepted by the Client or on the date on which GUSTAV issues written confirmation of the Purchase Order, as described in Article 2. All quotes accepted and received after 5 p.m. by GUSTAV, shall be considered to have been received the next day. If the next day is not a working day, the date of the next working day shall apply. If GUSTAV receives the Client’s acceptance of the Quote more than one week after said Quote was issued, the service provision deadline may be adapted based on the translators’ workloads on the date of acceptance.

## ARTICLE 5 – RATES

Rates for GUSTAV’S services differ based on the nature of the service provided. Translation and proofreading services are invoiced based on a unit rate per source word or per hour. Formatting services are invoiced based on an hourly rate, following estimation of the number of hours necessary to carry out the work requested by the Client. Rates are given net and excluding taxes. These base rates may be increased depending on the format of the documents to be processed, the specifics of the texts and the degree of urgency. GUSTAV has sole discretion over any decision to apply discounts or sliding-scale prices, based on a percentage or a fixed amount. The application of a discount in no way obliges GUSTAV to apply the same discount to subsequent orders made by the Client. Unless otherwise requested by the Client, translations of text contained in images, Flash

animations, etc. are provided without formatting. GUSTAV may however reintegrate the text or carry out image editing work at the express demand of the Client and in exchange for an additional fee based on a Quote sent in advance. All detailed quotes are free of charge and preferably calculated based on the documents to be processed, provided by the Client. The amount given in the Quote is firm and final, except in the following instances: (1) changes made to the content or additional documents added by the Client during order confirmation, (2) absence of documents when the Quote is being established, if the Quote was established based only on the approximate number of words and an extract of the content, (3) underestimation of the work to be carried out, in particular for services that are invoiced at an hourly rate, and for scanned documents and PDF files. In these cases, GUSTAV reserves the right to alter the rate given in the Quote and to establish a corrected Quote.

## ARTICLE 6 – PAYMENT CONDITIONS

6.1. Payment terms Unless otherwise agreed, invoices are payable within thirty (30) days of the date of invoice, and without discount for upfront payment.

6.2. Payment methods All payments must be made by cheque, credit card or bank transfer, made payable to GUSTAV. GUSTAV's postal address and bank account details is given on the invoice. Unless otherwise stated, the billing address shall be that provided by the Client when requesting the Quote. Any orders of more than US\$3,000 (three thousand dollars) excluding taxes may be subject to a down payment of 50%. In this case, work shall only begin upon receipt of the down payment (payable by bank transfer, credit card or cheque).

6.3. Late payment and penalties for delay These penalties shall be automatically payable to GUSTAV, with no prior formal notice or formality required. After application of these late penalties, sums due by the Client shall become immediately payable in their entirety, without prejudice to any other action the service provider would be entitled to take against the Client. If the payment conditions given above are not respected, GUSTAV also reserves the right to suspend the service in progress, until payment is received. Until full payment is received for services, in particular translation, proofreading and formatting, GUSTAV remains the legal owner of reproduction rights for the documents or files translated, in whole or in part, in accordance with the applicable laws for intellectual property. In case of non-payment, any use, representation or partial or full reproduction of said translation is illegal. GUSTAV reserves the right to initiate the legal proceedings necessary to apply its property rights.

## ARTICLE 7 – GUSTAV 'S OBLIGATIONS

7.1. Quality service provision GUSTAV shall ensure the Client receives consistent expertise in the quality of the work carried out. In case of subcontracting, GUSTAV commits to use qualified actors and to ensure that said actors have the necessary skills and means to ensure correct service provision. In no case shall GUSTAV be held morally or financially liable for complaints based on differences in style or distinct terminological preferences. The acknowledgement of certain inaccuracies in part of the translation shall in no way call into question the entirety of the work carried out by GUSTAV. GUSTAV reserves the right to carry out the necessary modifications and/or offer the Client a discount or credit note if the complaint proves to be founded. GUSTAV shall not be held liable for the Client's use of the work, nor that of any third party to which the Client may have sent said work. In case of disputes relating to the quality of the service, GUSTAV'S liability only extends to the amount of the invoice concerned. GUSTAV shall under no circumstances be held responsible by the Client or any other person for any special, incidental, indirect or immaterial damages (including, but not limited to, the loss of profits or savings, business interruption, damage to or replacement of equipment and goods or the recovery or replacement of programs or data) ensuing from complaints about the precision, exactitude, readability or coherence of data processed by GUSTAV, even if the latter was warned about the possibility of such complaints or damages. In the case of translation of documents destined to be reproduced in high numbers (such as menus, price lists, sales brochures, etc.), it is recommended that the Client submit the printer's proof to GUSTAV'S for proofreading. This service is priced independently and in addition to the cost of translation.

7.2. Timeliness of work GUSTAV'S IT development department constantly strives to implement the best means of digital transfer in order to ensure optimum service speed over the internet. As such, GUSTAV shall not be held liable for any delays in delivery, in particular those caused by technical problems which are beyond its control, by delays in delivery by email and postal means, or by cases of force majeure. Likewise, GUSTAV shall not provide any compensation for any delays which are due to the Client (late delivery of files, waiting for necessary information, invalid formats, illegible text, etc.).

## ARTICLE 8 – CLIENT'S OBLIGATIONS

The Client shall provide GUSTAV will all the texts to be translated, all technical information necessary to understand the text, and any specific terminology they may request. GUSTAV shall not in any case be held liable for non-compliances or deadline overruns which are due to the Client's failure to comply with this information obligation. The Client has a period of ten (10) working days following receipt of the finalised documents to notify GUSTAV of any dissatisfaction with the quality of the service provided in writing. After this period, the service shall be considered to

have been duly provided and shall be invoiced. The terms and conditions of any complaints made by the Client are provided hereafter in Article 10, “Complaints”. In this way, the Client actively collaborates on verifying the translation received

## ARTICLE 9 – CONFIDENTIALITY

GUSTAV undertakes to respect the rules of confidentiality and trade secrets, and shall not disclose any information to third parties without the Client’s prior written consent. This confidentiality agreement shall remain valid even after work for the Client has been completed. Any subcontractors acting on behalf of GUSTAV are bound to the latter by a Confidentiality Agreement which also engages their responsibility in case of indiscretion or disclosure of information made available to them as part of their service provision. However, the responsibility of GUSTAV and its subcontractors does not extend to the disclosure of Client information which is likely to result from internet use. In this regard, the Client hereby acknowledges that data available on the internet may be subject to misappropriation and that, as such, the transfer of sensitive data online is done so at the Client’s own risk. Consequent to the foregoing, the Client shall not hold liable GUSTAV in case of disclosure of information following data exchanges on the internet.

## ARTICLE 10 – COMPLAINTS

Complaints about the quality of the services shall only be considered if they are explicitly sent in writing, by means of a registered letter with acknowledgement of receipt (or by email sent with automatic acknowledgement of receipt to the GUSTAV project manager), no later than ten (10) working days after delivery of the work. All complaints must include precise corrections and explicit comments about the nature of the parts concerned or disputed terms, with pertinent examples to back up the claims. Beyond this 10-day period, all productions (transcriptions, translations, subtitles, dubbing, and all others services furnished by GUSTAV) shall be considered approved and shall be invoiced ipso jure. If a complaint about the quality of the work carried out proves to be founded, GUSTAV may, in agreement with the Client or at its sole discretion, take one of the following compensatory measures: (1) offer a discount equal to no more than 40% of the relevant invoice amount excluding taxes, (2) issue a credit note for the next order of no more than 40% of the relevant invoice amount excluding taxes, (3) have the text revised at its own expense and as soon as possible by an independent proofreader chosen by GUSTAV or the Client.

## ARTICLE 11 – PERSONAL DATA

GUSTAV complies with the provisions of Law No. 78-17 of 6 January 1978 known as “Information Technology and Civil Liberties” as well as European Regulation 2016/679 on the protection of individuals with regard to the processing of personal data and the free movement of such data. GUSTAV is, within the meaning of EU Regulation 2016/679, responsible for processing personal data under the conditions described below. The processing of personal data is carried out in order to ensure the management of orders (delivery, payment, after-sales service, etc.) and more generally for the proper execution of the sales contract governed by these General Terms and Conditions. Within the limits of what is strictly necessary for the execution of the said contract, GUSTAV collects the following personal data: FIRST NAME, LAST NAME, POSTAL ADDRESS, EMAIL ADDRESS, TELEPHONE, ORDER HISTORY. The storage period for the data collected is two years from the last activity on the account or permanent closure. This data may then be archived for an additional period of four years in order to preserve the rights of each of the Parties to these General Terms and Conditions. The only recipients of your data will be: – GUSTAV; – Where applicable, its IT service provider in charge of personal data processing operations; The personal data processed are not transferred outside the European Union and are stored within the Union. In accordance with the regulations on the protection of personal data (EU Regulation 2016/679 known as “GDPR”), individuals have, on personal data concerning them: – A right of access to the data collected; – A right to rectify inaccurate personal data; – A right to limitation of processing under the conditions provided for in Section 3 of Article III of the GDPR; – A right to erasure under the conditions provided for in Section 3 of Article III of the GDPR; – A right to portability; – A right to object to processing under the conditions provided for in Section 4 of Article III of the GDPR; – A right not to be subject to automated processing under the conditions provided for in Section 4 of Chapter III of the GDPR; – A right to complain to the national supervisory authority, the CNIL Any data subject may exercise their rights by contacting, if necessary, GUSTAV at: + 33 682 84 98 42 or: hello@gustav.com.

## ARTICLE 12 – GOVERNING LAW AND JURISDICTION ATTRIBUTION

By express agreement by the parties, these General Terms and Conditions of Translation and the resulting purchase and sale operations are governed by French law. They are drafted in French. If they are translated into one or more languages, only the French text shall prevail in case of dispute. Any dispute occurring between GUSTAV and its Client shall be subject to the jurisdiction of the COMMERCIAL COURT OF LYON.

Client Signature

