



CONSULTANT **AGREEMENT**

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CONTRACT DETAILS

This Agreement is made on the Commencement Date between:

- Welcome Translation Experts Limited, incorporated and registered in England and Wales, with company number 10835978, whose registered office is at 43-51 Whitmore Road, Birmingham, England, B10 0NR, trading as Welcome Translation Experts (“**Client**”);
- and
- You (“**Consultant**”).

BACKGROUND

The Client wishes to engage the Consultant for the provision of their services. The Consultant is willing to provide services in a consultancy Capacity for the Client as more particularly described in Schedule 1 (“**Services**”).

BY SIGNING THIS AGREEMENT, THE PARTIES AGREE TO THE FOLLOWING TERMS

CONTENTS

1. *Interpretation*
2. *Term of Engagement*
3. *The Consultant’s Duties and Obligations*
4. *Fees and Expenses*
5. *Confidential Information and Welcome Translation Experts’ Property*
6. *Data Protection*
7. *Intellectual Property*
8. *Insurance and Liability*
9. *Termination*

10. *Obligations Upon Termination*
 11. *Status*
 12. *Variation*
 13. *Notices*
 14. *Agreement in Full*
 15. *Counterparts*
 16. *Third Party Rights*
 17. *Severance*
 18. *Governing law and Jurisdiction*
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AGREED TERMS

1. INTERPRETATION

1.1 The following definitions and rules of interpretation apply in this Agreement:

- 1.1.1 **“Agreement”** or **“Contract”** means this Agreement between Welcome Translation Experts and the Consultant that is made up of:
 - 1.1.1.1 The Contract Details.
 - 1.1.1.2 The Agreed Terms.
 - 1.1.1.3 Schedules 1-4 attached to this Agreement.
- 1.1.2 **“Board”** means the board of directors of Welcome Translation Experts (including any committee of the Board duly appointed by them).
- 1.1.3 **“Business of Welcome Translation Experts”** means Translation Services, Interpreting Services, proofreading, localisation by professionally trained translators and interpreters.
- 1.1.4 **“Business Day”** means 9.00am to 17:30pm, Monday to Friday (excluding public holidays in England and Wales).
- 1.1.5 **“Business Opportunities”** means any opportunities which the Consultant becomes aware of during the Engagement which relate to the Business of Welcome Translation

Experts, or which the Board reasonably considers might be of benefit to Welcome Translation Experts.

- 1.1.6 “**Capacity**” includes as agent, Consultant, director, employee, owner, partner, shareholder, or in any other capacity.
- 1.1.7 “**Commencement Date**” means the date that this Agreement was made, which can be found at the top of this document.
- 1.1.8 “**Confidential Information**” means any information in whatever form (including, without limitation, in written, oral, visual, or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the Business of Welcome Translation Experts for the time being confidential to Welcome Translation Experts, including, without limitation:
- 1.1.8.1 Welcome Translation Experts customers, clients, suppliers, products, affairs, and finances.
- 1.1.8.2 Trade secrets including, without limitation, technical data and know-how relating to the Business of Welcome Translation Experts, or any of their suppliers, customers, clients, agents, distributors, shareholders, management, or business contacts, including in particular (by way of illustration only and without limitation, reference material, glossaries, and venue addresses.
- 1.1.8.3 Information that the Consultant creates, develops, receives, or obtains in connection with their Engagement, whether or not such information (if in anything other than oral form) is marked confidential.
- 1.1.9 “**Data Protection Legislation**” means the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation (EU) 2016/679 and any other directly applicable European Union regulation relating to privacy.
- 1.1.10 “**Deliverables**” means any outputs of the Services, any other documents, products, or materials provided by the Consultant to Welcome Translation Experts as specified in Schedule 1, and any other documents and materials provided by the Consultant in relation to the Services (excluding the Consultant’s equipment).

- 1.1.11 **“Engagement”** means the engagement of the Consultant by Welcome Translation Experts on the terms of this Agreement.
- 1.1.12 **“Insurance Policies”** includes, without limitation, commercial general liability insurance cover, professional indemnity insurance cover, cyber insurance cover, employer’s liability insurance cover, and public liability insurance cover.
- 1.1.13 **“Intellectual Property Rights”** or **“IPR’s”** includes, without limitation:
- 1.1.13.1 Patents, utility models, rights to inventions.
 - 1.1.13.2 Copyright, neighbouring, and related rights.
 - 1.1.13.3 Moral rights.
 - 1.1.13.4 Trademarks and service marks.
 - 1.1.13.5 Business names and domain names.
 - 1.1.13.6 Rights in get-up and trade dress, goodwill, and the right to sue for passing off or for unfair competition.
 - 1.1.13.7 Rights in designs.
 - 1.1.13.8 Rights in computer software, database rights, and common coding libraries.
 - 1.1.13.9 Rights to use, and protect the confidentiality of, Confidential Information.
 - 1.1.13.10 All other IPR’s, in each case whether registered or unregistered, and including all applications and rights to apply for and be granted renewals or extensions of, and rights to claim priority from such rights and all similar or equivalent rights or forms of protection, which subsist or will subsist, now or in future, in any part of the world.
- 1.1.14 **“Invention”** means any invention, idea, discovery, development, improvement, or innovation made by the Consultant in the provision of the Services, whether or not patentable or capable of registration, and whether or not recorded in any medium.
- 1.1.15 **“Personal Data”** or **“Personal Information”** means any information about an individual from which that person can be identified. It does not include data where the identity has been removed.
- 1.1.16 **“Substitute”** means a substitute engaged by the Consultant under the terms of clause 3.5.

- 1.1.17 “**Termination Date**” means the date of termination of this Agreement, howsoever arising.
- 1.1.18 “**UK Data Protection Legislation**” refers to any data protection legislation from time to time in force in the UK, including the Data Protection Act 2018 or any successor legislation.
- 1.1.19 “**VAT**” means value added tax, chargeable under the Value Added Tax Act 1994.
- 1.1.20 “**Welcome Translation Experts’ Website**” means www.welcometranslations.com.
- 1.1.21 “**Works**” means all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software, and all other materials in whatever form, including (but not limited to) hard copy and electronic form, prepared by the Consultant in the provision of the Services.
- 1.1.22 References to **clauses** and **schedules** are to the clauses and schedules of this Agreement, and references to **paragraphs** are to the paragraphs of the relevant schedule or appendix.
- 1.1.23 The schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the schedules.
- 1.1.24 Schedules, clauses, and paragraph headings shall not affect the interpretation of this Agreement.
- 1.1.25 The headings in this Agreement are inserted for convenience only and shall not affect its construction. Schedule, clause, and paragraph headings shall not affect the interpretation of this Agreement.
- 1.1.26 Unless the context otherwise requires, words in the singular shall include the plural, and words in the plural shall include the singular.
- 1.1.27 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.1.28 Any words following the terms “**including**”, “**include**”, “**in particular**”, “**for example**”, or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase, or term, preceding or following those terms.

- 1.1.29 A reference to “**writing**” or “**written**” includes e-mail.
- 1.1.30 A reference to a **person** includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality).
- 1.1.31 A reference to a **party** shall include that party’s personal representatives, successors, and permitted assigns.
- 1.1.32 A reference to a **company** shall include any company, corporation, or other corporate body, wherever and however incorporated or established.
- 1.1.33 A reference to a **holding company** or a **subsidiary** means a holding company or subsidiary as defined in *section 1159* of the *Companies Act 2006*, and a company shall be treated for the purposes only of the membership requirement contained in *section 1159(1)(b)* and *(c)*, as a member of another company even if its shares in that other company are registered in the name of (a) another person, by way of security or in connection with the taking of security, or (b) its nominee.
- 1.1.34 A reference to a **statute** or **statutory provision** shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.1.35 Unless the context otherwise requires, any reference to **European Union law** that is directly applicable or directly effective in the UK, at any time, is a reference to it as it applies in England from time to time, including as retained, amended, extended, re-enacted, or otherwise given effect on or after 11pm on 31st January 2020.
- 1.1.36 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

2. TERM OF ENGAGEMENT

- 2.1. Welcome Translation Experts shall engage the Consultant and the Consultant shall provide the Services throughout the term.
- 2.2. The Engagement shall commence on the Commencement Date and shall continue unless and until terminated:
- 2.2.1 As provided by the terms of this Agreement; or
- 2.2.2 As stated in Schedule 1;

2.2.3 By either party giving to the other not less than 1-month prior written notice.

3. THE CONSULTANT'S DUTIES AND OBLIGATIONS

- 3.1. The Consultant acknowledges and agrees that any work completed shall be for Welcome Translation Experts only and not for any Group Company (including, but not limited to, any holding company or subsidiary).
- 3.2. Nothing in this Agreement shall prevent the Consultant from being engaged, concerned, or having any financial interest in any Capacity in any other business, trade, profession, or occupation during the Engagement, provided that:
 - 3.2.1 Such activity does not cause a breach of any of the Consultant's obligations under this Agreement.
 - 3.2.2 Such activity does not place it in a conflict of interest with Welcome Translation Experts and does not relate to a business which is similar to, or in any way competitive with, the Business of Welcome Translation Experts. The Consultant shall request the prior written consent of Welcome Translation Experts if they wish to engage in such activity.
 - 3.2.3 The Consultant gives priority to the provision of the Services to Welcome Translation Experts over any other business activities undertaken by the Consultant during the course of the Engagement.
- 3.3. During the Engagement, the Consultant shall:
 - 3.3.1 Provide the Services with all due care, skill, and ability, and use their best endeavours to promote the interests of Welcome Translation Experts.
 - 3.3.2 In each calendar month (unless prevented by ill health or accident), devote at least the amount of time required to carrying out Services for Welcome Translation Experts, together with such additional time as may be necessary for their proper performance of their obligations under this Agreement.
 - 3.3.3 Ensure that the Deliverables conform in all respects with Schedule 1 (including any specified deadlines) and that the Deliverables shall be fit for any purpose expressly or implicitly made known to the Consultants by Welcome Translation Experts.

- 3.3.4 Promptly give to the Board all such information and reports as it may reasonably require in connection with matters relating to the provision of the Services (including any Deliverables) or the Business of Welcome Translation Experts.
 - 3.3.5 Comply with Welcome Translation Experts' policies on confidentiality, privacy, and others that Welcome Translation Experts may notify the Consultant of from time to time. Failure to do so may, at Welcome Translation Experts' discretion, result in the immediate termination of this Agreement.
 - 3.3.6 Ensure that they are always available on reasonable notice to provide such assistance or information as Welcome Translation Experts may require.
- 3.4. If the Consultant is unable to provide the Services due to illness or injury, it shall advise Welcome Translation Experts of that fact as soon as practicable. For the avoidance of doubt, no fee shall be payable in accordance with clause 4 in respect of any period during which the Services are not provided.
- 3.5. With Welcome Translation Experts' prior written approval, the Consultant may appoint a suitably qualified and skilled Substitute to perform the Services on its behalf, provided that the Substitute shall be required to enter into direct undertakings with Welcome Translation Experts, including with regard to confidentiality. If Welcome Translation Experts accepts the Substitute, it will continue to pay the Consultant's fee as provided in 4 and the Consultant shall be responsible for the remuneration of, and any expenses incurred by, the Substitute. The Consultant will not be paid for any period during which neither the Consultant nor any Substitute provide the Services. For the avoidance of doubt, the Consultant will continue to be subject to all duties and obligations under this Agreement for the duration of the appointment of the Substitute. If a Substitute is appointed, the provisions relating to sub-processor obligations under **Error! Bookmark not defined.****Error! Reference source not found.** will apply.
- 3.6. The Consultant may use a third party to perform any administrative, clerical, or secretarial functions which are reasonably incidental to the provision of the Services provided that:
- 3.6.1 Welcome Translation Experts will not be liable to bear the cost of such functions.

- 3.6.2 At Welcome Translation Experts' request, the third party shall be required to enter into direct undertakings with Welcome Translation Experts, including with regard to confidentiality.
- 3.7. The Consultant undertakes to Welcome Translation Experts that during the Engagement they shall take all reasonable steps to offer (or cause to be offered) to the Client, any Business Opportunities as soon as practicable after the same shall have come to their knowledge and, in any event, before the same shall have been offered by the Consultant (or caused by the Consultant to be offered) to any other party provided that nothing in this clause shall require the Consultant to disclose any Business Opportunities to Welcome Translation Experts if to do so would result in a breach by the Consultant of any obligation of confidentiality or of any fiduciary duty owed by the Consultant to a third party.
- 3.8. Unless they have been specifically authorised to do so by Welcome Translation Experts in writing and in advance, the Consultant shall not:
- 3.8.1 Have any authority to incur any expenditure in the name of, or for the account of, the Client.
- 3.8.2 Hold itself out as having authority to bind Welcome Translation Experts.
- 3.9. The Consultant shall:
- 3.9.1 Not engage in any activity, practice, or conduct which would constitute either a UK tax evasion facilitation offence or a foreign tax evasion facilitation offence under the *Criminal Finances Act 2017*.
- 3.9.2 Always carry out the Services professionally.
- 3.9.3 Use British English for all English Translations, unless otherwise ordered in writing by Welcome Translation Experts.
- 3.9.4 Proofread all their work before submission.
- 3.9.5 Translators, Transcribers and Proofreaders:
- 3.9.5.1 Destroy the Material upon completion; and
- 3.9.5.2 Identify any duplicate text and do not charge for duplicate text.
- 3.9.6 Interpreters:
- 3.9.6.1 Dress appropriately;

- 3.9.6.2 Be on time;
 - 3.9.6.3 Keep receipts;
 - 3.9.6.4 If it is a remote interpreting, be in a quiet place with good enough internet to efficiently carry out the services.
- 3.9.7 Comply with all applicable laws, regulations, codes, and sanctions relating to anti-bribery and anti-corruption, including, but not limited to, the *Bribery Act 2010* (“**Relevant Requirements**”).
- 3.9.8 Not engage in any activity, practice, or conduct which would constitute an offence under *sections 1,2, or 6* of the *Bribery Act 2010* if such activity, practice, or conduct had been carried out in the UK.
- 3.9.9 Do not create business relationships with Clients through Welcome Translation Experts.
- 3.9.10 Promptly report to Welcome Translation Experts any request or demand for any undue financial or other advantage of any kind received by the Consultant in connection with the performance of this Agreement.
- 3.9.11 Ensure that all persons associated with the Consultant or other persons who are performing Services or providing goods in connection with this Agreement, comply with this clause 3.9.
- 3.10 Failure to comply with clause 3.9 may result in the immediate termination of this Agreement.
- 3.11 The Consultant shall:
- 3.11.1 Not engage in any activity, practice, or conduct which would constitute either a UK tax evasion facilitation offence under *section 45(1)* of the *Criminal Finances Act 2017*, or a foreign tax evasion facilitation offence under *section 46(1)* of the *Criminal Finances Act 2017*.
 - 3.11.2 Promptly report to Welcome Translation Experts, any request or demand from a third party to facilitate the evasion of tax within the meaning of *Part 3* of the *Criminal Finances Act 2017* or any suspected tax evasion offences or facilitation of tax evasion

offences, whether under UK law or under the law of any foreign country, in connection with the performance of this Agreement.

3.11.3 Ensure that all persons associated with the Consultant or other persons who are performing Services or providing goods in connection with this Agreement, comply with this clause 3.11.

3.11.4 Within 3 months of the Commencement Date, and annually thereafter, certify to Welcome Translation Experts in writing, compliance with this clause 3.11 by the Consultant and all persons associated with the Consultant or other person who are performing services or providing good in connection with this Agreement. The Consultant shall provide such supporting evidence of compliance as Welcome Translation Experts may reasonably request.

3.12

3.13 Failure to comply with clause 3 may result in the immediate termination of this Agreement.

4. FEES AND EXPENSES

4.1 A set fee is to be agreed between the Consultant and Welcome Translation Experts at the time of registration.

4.2 Welcome Translation Experts shall pay the Consultant a fee as set out in “**Contract Fee**” in Schedule 1.

4.3 The Consultant shall submit invoices to Welcome Translation Experts within 3 days of completing the job, setting out the hours or word count it has worked for Welcome Translation Experts during the preceding month, any Services provided, or Deliverable achieved to the satisfaction of Welcome Translation Experts in accordance with Schedule 1, the dates on which any Services were provided, and the amount of the fee payable (plus VAT, if applicable) for the achievement of the Deliverable.

4.4 The Consultant needs to provide Welcome Translation Experts with their bank details, or if receiving by PayPal, their ID.

- 4.5 The fees shall only be payable to the Consultant following the achievement of a Deliverable (as set out more particularly in Schedule 1) to the satisfaction of Welcome Translation Experts.
- 4.6 In consideration of the provision of the Services during the Engagement, Welcome Translation Experts will endeavour to pay the amount due within 3 weeks of receipt of an invoice submitted by the Consultant.
- 4.7 Welcome Translation Experts are entitled to deduct from the consultant fees (and any other sums payable to the Consultant) any sums that the Consultant may owe to Welcome Translation Experts or any Group Company at any time.
- 4.8 Welcome Translation Experts shall reimburse any expenses that are agreed in advance as necessary for the proper performance of the Services, within 3 weeks of receipt of the Consultant's invoice and all relevant receipts or other evidence as Welcome Translation Experts may reasonably require to support the expense in each case. These expenses including:
- 4.8.1 Travel costs; and
 - 4.8.2 Minimum fee for Interpreting, if agreed between the Consultant and Welcome Translation Expenses.
- 4.9 The Consultant will be responsible for any bank fees, PayPal fees, or other similar fees that are deducted from the amount paid by Welcome Translation Experts.
- 4.10 If the Consultant is required to travel abroad in the course of the Engagement, they shall be responsible for any necessary insurances, inoculations, and immigrant requirements.
- 4.11 Payment in full, or in part of the fees or expenses claimed under clause 4, shall be without prejudice to any claims or rights of Welcome Translation Experts or any Group Company against the Consultant in respect of the provision of the Services.

5. CONFIDENTIAL INFORMATION AND WELCOME TRANSLATION EXPERTS' PROPERTY

- 5.1. The Consultant acknowledges that, in the course of the Engagement, they will have access to Confidential Information. The Consultant has therefore agreed to accept the restrictions in clause 5.

- 5.2. The Consultant shall not (except in the proper course of their duties), either during the Engagement or any time after the Termination Date, use or disclose to any third party (and shall use their best endeavours to prevent the publication or disclosure of) any Confidential Information. This restriction does not apply to:
- 5.2.1 Any use or disclosure authorised by Welcome Translation Experts or required by law.
 - 5.2.2 Any information which is already in, or comes into, the public domain otherwise than through the Consultant's unauthorised disclosure.
- 5.3. At any stage during the Engagement, the Consultant will promptly on request, return all and any Client Property in their possession to Welcome Translation Experts.
- 5.4. Nothing in this clause 5 shall prevent either party (or any of the parties' officers, employees, workers, or agents) from:
- 5.4.1. Reporting a suspected criminal offence to the police or any law enforcement agency or co-operating with the police or any law enforcement agency regarding a criminal investigation or prosecution.
 - 5.4.2. Doing or saying anything that is required by HMRC or a regulator, ombudsman, or supervisory authority.
 - 5.4.3. Whether required to or not, making a disclosure to, or co-operating with, any investigation by HMRC or a regulator, ombudsman, or supervisory authority regarding any misconduct, wrongdoing, or serious breach of regulatory requirements (including giving evidence at a hearing).
 - 5.4.4. Complying with an order from a court or tribunal to disclose or give evidence.
 - 5.4.5. Making any other disclosure as required by law.

6. DATA PROTECTION

- 6.1. By entering into this Agreement, the Consultant agrees to the terms contained within Welcome Translation Experts' Privacy Policy as amended from time to time, including that Welcome Translation Experts may collect and process information relating to the Consultant.
- 6.2. The Consultant and Welcome Translation Experts both acknowledge that for the purposes of the Data Protection Legislation, Welcome Translation Experts is the data controller and

the Consultant is the data processor. The Consultant and Welcome Translation Experts will comply with the Data Protection Legislation.

- 6.3. For the purposes of this clause 6, Data Protection Legislation includes the General Data Protection Regulation (EU) 2016/679 (“**GDPR**”) and any national implementing laws, regulations, and secondary legislation, including the Data Protection Act 2018 (“**DPA 2018**”) relating to data protection and privacy, as amended or updated from time to time, in the UK, as well as any successor legislation to the *GDPR* and *DPA 2018*.
- 6.4. The Consultant shall, in relation to any Personal Data processed in connection with the Engagement:
 - 6.4.1. Process that Personal Data only on Welcome Translation Experts’ written instructions.
 - 6.4.2. Keep the Personal Data confidential.
 - 6.4.3. Comply with Welcome Translation Experts’ Privacy Policy and reasonable instructions with respect to processing Personal Data.
 - 6.4.4. Not transfer any Personal Data outside of the European Economic Area without Welcome Translation Experts’ prior written consent.
 - 6.4.5. Assist Welcome Translation Experts in responding to any data subject access request and to ensure compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, privacy impact assessments, and consultations with supervisory authorities or regulators.
 - 6.4.6. Notify Welcome Translation Experts without undue delay on becoming aware of a Personal Data breach or communication which relates to either parties’ compliance with the Data Protection Legislation.
 - 6.4.7. At Welcome Translation Experts’ written request, delete or return Personal Data (and any copies of the same) to Welcome Translation Experts on termination of the Engagement, unless required by the Data Protection Legislation to store the Personal Data.
- 6.5. Maintain complete and accurate records and information.
- 6.6. The Consultant shall ensure that it has in place, appropriate technical or organisational measures, to protect against unauthorised or unlawful processing of Personal Data and

accidental loss, destruction of, or damage to Personal Data, and which is appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction, or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures. Such measures may include, where appropriate:

- 6.6.1 Pseudonymising and encrypting Personal Data.
 - 6.6.2 Ensuring confidentiality, integrity, availability and resilience of its systems and services.
 - 6.6.3 Ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident.
 - 6.6.4 Regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it.
- 6.7 Both parties agree that any Substitute appointed under clause 3.4 is a third-party processor of Personal Data under this Agreement. The Consultant confirms that it will enter into a written agreement, which incorporates terms which are substantially similar to those set out in this clause 6, with any such Substitute. The Consultant shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 6.
- 6.8 The Consultant shall indemnify Welcome Translation Experts and any Group Company for, any loss, liability, costs (including legal costs), damages, or expenses resulting from any breach by the Consultant (or a Substitute engaged by it) of the Data Protection Legislation.

7. INTELLECTUAL PROPERTY

- 7.1. The Consultant hereby assigns to Welcome Translation Experts, all existing and future Intellectual Property Rights in the Works and the Inventions and all materials embodying these rights to the fullest extent permitted by law. Insofar as they do not vest automatically by operation of law or under this Agreement, the Consultant holds a legal title in these rights and Inventions on trust for Welcome Translation Experts.
- 7.2. The Consultant undertakes:
- 7.2.1 To notify to Welcome Translation Experts in writing, full details of any Inventions promptly on their creation.

- 7.2.2 To keep details of all Inventions confidential.
- 7.2.3 Whenever requested to do so by Welcome Translation Experts, and in any event on the termination of the Engagement, promptly to deliver to Welcome Translation Experts all correspondence, documents, papers, and records on all media (and all copies or abstracts of them), recording or relating to any part of the Works and the process of their creation which are in their possession, custody, or power.
- 7.2.4 Not to register, nor attempt to register, any of the Intellectual Property Rights in the Works, nor any of the Inventions, unless requested to do so by Welcome Translation Experts.
- 7.2.5 To do all acts necessary to confirm that absolute title in all Intellectual Property Rights in the Works and the Inventions has passed, or will pass, to Welcome Translation Experts.
- 7.3. The Consultant warrants to Welcome Translation Experts that:
 - 7.3.1 They have not given, and will not give, permission to any third party to use any of the Works or the Inventions, nor any of the Intellectual Property Rights in the Works.
 - 7.3.2 They are unaware of any use by any third party of any of the Works or Intellectual Property Rights in the Works.
 - 7.3.3 The use of the Works or the Intellectual Property Rights in the Works by Welcome Translation Experts will not infringe the rights of any third party.
- 7.4 The Consultant agrees to indemnify Welcome Translation Experts and keep it indemnified at all times against all or any costs, claims, damages or expenses incurred by Welcome Translation Experts, or for which it may become liable, with respect to any Intellectual Property infringement claim or other claim relating to the Works or Inventions supplied by the Consultant to Welcome Translation Experts during the course of providing the Services.
- 7.5 The Consultant waives any moral rights in the Works to which they are now, or may at any future time be, entitled under Chapter IV of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction, including (but without limitation) the right to be identified, the right of integrity, and the right against false attribution, and agrees not to institute, support, maintain, or permit any action or claim to the effect that any treatment, exploitation, or use of such Works or other materials infringes the Consultant's moral rights.

- 7.6 The Consultant acknowledges that, except as provided by law, no further fees or compensation other than those provided for in this Agreement are due, or may become due, to the Consultant in respect of the performance of their obligations under this clause 7.
- 7.7 The Consultant undertakes, at the expense of Welcome Translation Experts, at any time either during or after the Engagement, to execute all documents, make all applications, give all assistance, and do all acts and things as may, in the opinion of Welcome Translation Experts, be necessary or desirable to vest the Intellectual Property Rights in, and to register them in, the name of Welcome Translation Experts and to defend Welcome Translation Experts against claims that works embodying Intellectual Property Rights or Inventions infringe third party rights, and otherwise to protect and maintain the Intellectual Property Rights in the Works and Inventions.

The Consultant irrevocably appoints Welcome Translation Experts in their name and on their behalf to execute documents, use the Consultant's name, and do all things which are necessary or desirable for Welcome Translation Experts to obtain for itself or its nominees, the full benefit of this clause.

8. INSURANCE AND LIABILITY

- 8.1. It is the Consultants choice whether they have Insurance and Personal Liability. If the Consultant does have personal liability, the Consultant shall indemnify Welcome Translation Experts and any Group Company for any loss, liability, costs (including reasonable legal costs), damages, or expenses arising from any breach by the Consultant, or a Substitute engaged by the Consultant, of the terms of this Agreement, including any negligent or reckless act, omission, or default in the provision of the Services, and shall maintain in force during the Engagement, full and comprehensive Insurance Policies.
- 8.2. Nothing within this clause shall exclude or limit liability for:
- 8.2.1. Death or personal injury caused by negligence.
 - 8.2.2. Fraud or fraudulent misrepresentation.
- 8.3. Welcome Translation Experts will not be liable to the Consultant, whether in contract, tort, or restitution, or breach of statutory duty, or otherwise, for any:

- 8.3.1. Loss of profit.
- 8.3.2. Loss of goodwill.
- 8.3.3. Loss of business.
- 8.3.4. Loss of business opportunity.
- 8.3.5. Loss of anticipated saving.
- 8.3.6. Loss of corruption of data or information.
- 8.3.7. Loss of contracts.
- 8.3.8. Loss of use of money.
- 8.3.9. Loss of actual savings.
- 8.3.10. Loss of revenue.
- 8.3.11. Loss of reputation.
- 8.3.12. Ex gratia payments.
- 8.3.13. Loss of operation time.
- 8.3.14. Loss of opportunity.
- 8.3.15. Special, indirect, or consequential damage or loss suffered by the Consultant or Customer, arising under or in connection with this Agreement.

9. TERMINATION

- 9.1. Notwithstanding the provisions of clause 2.2, Welcome Translation Experts may terminate the Engagement with immediate effect with no liability to make any further payment to the Consultant (other than in respect of amounts accrued before the Termination Date) if at any time the Consultant:
 - 9.1.1. Commits any gross misconduct affecting the Business of the Client.
 - 9.1.2. Commits any serious or repeated breach or non-observance of any of the provisions of this Agreement or refuses or neglects to comply with any reasonable and lawful directions of Welcome Translation Experts.
 - 9.1.3. Is convicted of any criminal offence (other than an offence under any road traffic legislation) in the UK or elsewhere for which a fine or non-custodial penalty is imposed.

- 9.1.4. Is, in the reasonable opinion of the Board, negligent or incompetent in the performance of the Services.
- 9.1.5. Other than as a result of illness or accident, after notice in writing by Welcome Translation Experts, the Consultant wilfully neglects to provide Services, or fails to remedy any default in providing the Services.
- 9.1.6. Is declared bankrupt, makes any arrangement with or for the benefit of their creditors, or has a county court administration order made against them under the County Court Act 1984.
- 9.1.7. Dies, or is incapacitated (including by reason of illness or accident) from providing the Services.
- 9.1.8. Commits any fraud or dishonesty, or acts in any manner which, in the opinion of Welcome Translation Experts, brings or is likely to bring, the Consultant or Welcome Translation Experts (or any of its Group Companies) into disrepute or is materially adverse to the interests of Welcome Translation Experts or any Group Company.
- 9.1.9. Commits any breach of Welcome Translation Experts' policies and procedures.
- 9.1.10. Commits any offence under the Bribery Act 2010.
- 9.1.11. Commits a UK tax evasion facilitation offence under *section 45(1)* of the Criminal Finances Act 2017 or a foreign tax evasion facilitation offence under *section 46(1)* of the Criminal Finances Act 2017.
- 9.1.12. Within 14 days of the Commencement Date, both parties decide to terminate this Agreement for any reason at their discretion.
- 9.2 The rights of Welcome Translation Experts under clause 9 are without prejudice to any other rights that it might have at law to terminate the Engagement or to accept any breach of this Agreement on the part of the Consultant as having brought the Agreement to an end. Any delay by Welcome Translation Experts in exercising its rights to terminate shall not constitute a waiver of these rights.

10 OBLIGATIONS UPON TERMINATION

- 10.1 On the Termination Date, the Consultant shall:

- 10.1.1 Immediately deliver to Welcome Translation Experts all Client Property and original Confidential Information in their possession or under their control.

11 STATUS

11.1 The relationship of the Consultant to Welcome Translation Experts will be that of an independent contractor. Nothing in this Agreement shall render the Consultant an employee, worker, agent, or partner of Welcome Translation Experts and the Consultant shall not hold themselves out as such.

11.2 This Agreement constitutes a contract for the provision of Services and not a contract of employment. Accordingly, the Consultant shall be fully responsible for and shall indemnify Welcome Translation Experts or any Group Company for and in respect of:

11.2.1 Any income tax, National Insurance, and social security contributions and any other liability, deduction, contribution, assessment, or claim arising from or made in connection with the performance of the Services, where the recovery is not prohibited by law. The Consultant shall further indemnify Welcome Translation Experts against all reasonable costs, expenses, and any penalty, fine, or interest incurred or payable by Welcome Translation Experts in connection with or in consequence of any such liability, deduction, contribution, assessment, or claim (other than where the latter arise out of Welcome Translation Experts' negligence or wilful default).

11.2.2 Any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Consultant or any Substitute against Welcome Translation Experts arising out of or in connection with the provision of the Services, except where such claim is as a result of any act or omission of Welcome Translation Experts.

11.2.3 Welcome Translation Experts may, at its option, satisfy such indemnity (in whole or in party) by way of deduction from any payments due to the Consultant.

12. VARIATION

12.1. No variation of this Agreement, or of any of the documents referred to in it, shall be effective unless it is in writing and signed by both parties or their authorised representatives.

13. NOTICES

13.1. Any notice or other communication given to a party under or in connection with this Agreement shall be in writing, and shall be:

13.1.1. Delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office or as otherwise notified in writing to the other party; or

13.1.2. Sent by email to the nominated email address; or

13.1.3. Sent by fax to its main fax number.

13.2. Unless proven otherwise, any notice or communication shall be deemed to have been received:

13.2.1. If delivered by hand, at the time the notice is left at the address given in this Agreement or given to the addressee; or

13.2.2. If sent by pre-paid first-class post or other next working day delivery service, at 9am on the second Business Day after posting; or

13.2.3. If sent by email, at the time the email is sent.

13.2.4. If sent by fax, at the time of transmission.

13.3. If deemed receipt under clause 12 would occur outside business hours in the place of receipt, it shall be deferred until business hours resume. In this clause 12, business hours means 9am to 5pm Monday to Friday on day that is not a public holiday in the place of receipt.

13.4. Clause 12 does not apply to the service of any proceedings or other documents in any legal action, or where applicable, any other method of dispute resolution.

13.5. A notice is given under this Agreement is not valid if sent by email.

14. AGREEMENT IN FULL

14.1. This Agreement constitutes the entire agreement between the parties and any Group Company, and supersedes and extinguishes all previous agreements, promises, assurances,

warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.

14.2. Each party acknowledges that in entering into this Agreement, it does not rely on any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in this Agreement.

14.3. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

15. COUNTERPARTS

15.1 This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement.

16. THIRD PARTY RIGHTS

16.1. A person who is not a party to this Agreement shall not have any rights under the *Contract (Rights of Third Parties) Act 1999* to enforce any term of this Agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

16.2. The rights of the parties to terminate, rescind, or agree any variation, waiver, or settlement under this Agreement are not subject to the consent of any other person.

17. SEVERANCE

17.1. If any provision (or part provision) of this Agreement becomes invalid, illegal, or unenforceable, this shall not affect the validity and enforceability of the rest of this Agreement.

17.2. If it comes to the attention of either party, that any provision (or part provision) of this Agreement is invalid, illegal, or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid, and enforceable.

18. GOVERNING LAW AND JURISDICTION

18.1. This Agreement, and any dispute or claim arising out of or in connection with, it or its subject matter or formation (including non-contractual disputes), shall be governed by and construed in accordance with the law of England. Both parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

BY WORKING WITH WELCOME TRANSLATION EXPERTS THE CONSULTANT, AGREES TO THESE TERMS AND CONDITIONS

THIS DOCUMENT HAS BEEN EXECUTED AS A DEED AND IS DELIVERED AND TAKES EFFECT ON THE COMMENCEMENT DATE
