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A. General Terms & Conditions

1. Definitions and Interpretation

- 1.1. “Terms and Conditions” means these general terms and conditions as set out below.
- 1.2. In these Terms and Conditions, All Languages Ltd® is referred to as “All Languages” and the party placing an order or requesting a quote is referred to as the “Client”.
- 1.3. In the event of any conflict between any part of this Agreement, the documents that constitute this Agreement shall have priority in the following order:
 - a) Service level agreement (which consists of, and in the following order, All Languages Response to RFP and Client RFP) or other service level agreement, if any, entered into between the parties.
 - b) These Terms and Conditions.
- 1.4. “Services” means translation, localization, revision, proofreading, desktop publishing, interpreting and/or any other service performed by All Languages for the Client.
- 1.5. “Quote” means a request for an estimate for the provision of the Services.
- 1.6. “Order” means an order for the Services.
- 1.7. “Original Works” means the documents, files, materials and works provided by the Client for the purposes of carrying out the Services.
- 1.8. “Translated Works” means the documents, files, materials and works translated and produced by All Languages from the Original Works, which are delivered to the Client.
- 1.9. “Reference Material” refers to any background information that would assist the quality and speed of the translation.
- 1.10. “Glossaries” represents any previously translated and verified terminology databases consisting of source text and corresponding target language text.
- 1.11. “Style Sheets” stands for Client’s specific requirements.
- 1.12. “Effective Date” means the earlier of (a) the date of full execution of this Agreement; or (b) the date upon which the receiving party first received Confidential Information from the disclosing party.
- 1.13. These Terms and Conditions apply to all Services provided to Client, unless otherwise agreed between the parties in writing.

2. Professional Services

- 2.1. All Languages will provide the Services specified in the Order, or in another document(s) which describe(s) the Services. Proposed changes to the Services or Deliverables may be initiated by either party by giving notice to the other party. Once a change is initiated, All Languages will prepare a change order form ("Change Order") which describes: (i) the proposed changes to the Services or Deliverables; (ii) any associated changes to the fees, estimated fees, estimated delivery times (if applicable); and (iii) any associated changes to the terms and conditions (if applicable).

3. Independent Contractor

- 3.1. All Languages and Client acknowledge that the relationship between the parties to this Agreement is exclusively that of an independent contractor and that All Languages' obligations to Client are exclusively contractual in nature. This Agreement does not create an agency, employment, partnership, joint venture, trust or other fiduciary relationship between the parties. Neither party shall have the right to bind the other to any third person or otherwise to act in any way as a representative or agent of the other.

4. Termination; Survival; Insurance

- 4.1. Either party may terminate this Agreement with cause by giving written notice to the other party not less than sixty (60) business days before the effective date of termination, provided that the breaching party shall have the right to cure the breach within the notice period, or within such other period as may be reasonably required to cure such breach provided the breaching party has commenced curing such breach within the notice period.
- 4.2. All sections herein relating to ownership of Deliverables, confidentiality, warranties, limitations of liability, indemnities and survival, as well as those sections which by their nature should survive the termination or expiration of this Agreement, shall survive the termination or expiration of this Agreement.
- 4.3. All Languages will maintain \$5,000,000 commercial general liability insurance coverage in such form as is standard in the industry, and will provide Client with proof of coverage, upon request. All Languages will maintain \$5,000,000 errors and omissions insurance coverage in such form as is standard in the industry, and will provide Client with proof of coverage, upon request.

5. Price and Payment

- 5.1. The charges for the Services do not include applicable taxes, and expenses. Client shall be responsible for payment of all applicable taxes payable in connection with All Languages' provision of the Services, as well as expenses.
- 5.2. Services lasting over one (1) month will be invoiced monthly for work completed up to the end of each month.
- 5.3. Payment for all Services provided by All Languages will be due and payable upon delivery of invoices at progress intervals and upon completion, as specified in the Quote and/or the Order.
- 5.4. Interest will be charged on accounts which are 30 days or more past due at the rate of one and a half percent (1.5%) per month (19.56% per annum.)
- 5.5. If the Client defaults under this Agreement by failing to make payments as required or commits any other breach of this Agreement, All Languages may, without prejudice to any other right it may have under this Agreement, at common law or otherwise, suspend performance of the Services.

6. Limitation of Liability

- 6.1. All Languages' charges for the Services provided under this Agreement are unrelated to the value of the Client's business or other Client pursuits or to the potential for indirect, incidental, consequential, reliance, special, or other damages in excess of those allowed by this Agreement. When the Client uses

the Service, the Client agrees to accept charges calculated on that basis and agrees that this allocation of risk of liability is fair, reasonable, and not unconscionable. The Client retains the rights to purchase insurance to cover any additional loss or liability. Accordingly, the entire liability of All Languages to the Client is limited as set forth hereafter.

- a) Except when due to intentional or willful misconduct by All Languages, the total liability of All Languages (including All Languages' affiliates and their respective directors, officers, employees, contractors and agents) for loss or damage caused by defect or failure of the Service, or arising from the performance or nonperformance of any work under this Agreement, shall be limited to (at All Languages' sole and absolute discretion) a credit or refund for the portion of the Services which are not provided or performed in accordance with this Agreement. This limitation shall apply regardless of the form of action, whether in contract, tort, including negligence, strict liability, or otherwise.
- b) Neither All Languages nor All Languages' affiliates shall be liable in any event for any indirect, incidental, special, or consequential damages, arising directly or indirectly from any action or failure to act by All Languages or any of All Languages' affiliates whether or not it had any knowledge, actual or constructive, that such damages might be incurred. This provision specifically includes, but is not limited to, damages resulting in loss of profits or income. All Languages and All Languages' affiliates shall not be responsible for damages due to causes beyond the reasonable control of All Languages or attributable to any service, products, or actions of any person other than All Languages, its employees, subcontractors, and agents. This limitation of liability shall apply regardless of the form of action, whether in contract, tort, including negligence, strict liability, or otherwise.

7. Warranty and Disclaimer

- 7.1. All Languages warrants that the Services will be performed in a competent, professional, workman-like manner, with reasonable care and diligence, and in accordance with normal industry practice.
- 7.2. If any portion of the Services fails to conform to this warranty, All Languages will re-perform such portion provided that All Languages receives notice of the non-conformance within thirty (30) days of the performance of the portion of the Services in question; otherwise, Client shall be deemed to have accepted the Services in question. Such re-performance shall be at no cost to Client.
- 7.3. With the exception of any express warranties contained in section 7.1, All Languages expressly disclaims, any and all other representations, warranties, or conditions with respect to the services, deliverables or otherwise arising from this agreement whether express or implied, past or present, statutory or otherwise, including without limitation, any implied warranties or conditions of merchantability or fitness for a particular purpose, even if all has been advised of same by client.

8. Intellectual Property

- 8.1. All Languages has created, acquired or otherwise has pre-existing rights in, and may, in connection with the performance of Services hereunder, employ various intellectual, industrial and other property, including, without limitation, concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems (collectively, the "All Languages Technology"). All Languages Technology excludes the Deliverables and any Client property. For purposes of this engagement, "Deliverables" shall mean all work product first created by All Languages for delivery to Client in connection with the Services provided hereunder.
- 8.2. All Languages hereby: (i) transfers, assigns and conveys to Client all right, title and interest in and to the Deliverables; (ii) grants to Client a non-exclusive, royalty-free, worldwide, perpetual, non-transferable licence to use, for Client's internal business purposes, any All Languages Technology contained in the Deliverables; and (iii) retains all right, title and interest in and to the All Languages Technology.

9. Non-Solicitation

- 9.1. It is understood that neither party will solicit, entice, hire, employ or seek to employ any employee, independent contractor or principal of the other party without express written consent by such other party. Any violation of this paragraph will be considered a material breach of this Agreement. In the event of either party's violation of this paragraph, in addition to any other remedies either may be entitled to, the party in breach will pay the other, immediately upon such person's commencement of work for the other party, an amount equal to Fifty Thousand (50,000) Canadian Dollars.

10. Subcontracting

- 10.1. All Languages may subcontract any or all of the work to be performed by it under this Agreement, but subject to the exclusions and limitations of liability provided under this Agreement, shall retain the responsibility for the work that is subcontracted.

11. All Linguists Retained by All Languages Ltd® shall:

- 11.1. Faithfully reproduce in the target language the closest natural equivalent of the source language, primarily in terms of meaning and secondarily in terms of style without embellishment, omission or explanation
- 11.2. Provide services in compliance with the terms of their agreements with All Languages Ltd®
- 11.3. Not provide any party any method of direct contact
- 11.4. Treat all information acquired as confidential
- 11.5. Report any problems to their co-coordinator

12. Force Majeure

- 12.1. Neither All Languages nor All Languages' affiliates shall be liable in any way for any loss, damage, delay of failure of performance resulting directly or indirectly from any cause beyond its reasonable control, including, but not limited to, an act of God, fire or other catastrophe, electrical, computer, or mechanical failure, inability to procure materials or labour, work stoppage, or delays or failure, act of any carrier or agent, or any other cause beyond its control, whether or not similar to the foregoing. The preceding statements shall not excuse your obligation to pay charges for services provided pursuant to this Agreement.

13. Settlement of Disputes

- 13.1. Except if a party is bona fide seeking injunctive relief, all disputes and questions whatsoever which shall arise between any of the parties in connection with this Agreement, or the construction or application thereof or any Section or thing contained in this Agreement or as to any act, deed or omission of any party or as to any other matter in any way relating to this Agreement, shall be resolved by arbitration. Such arbitration shall be conducted by a single arbitrator. The arbitrator shall be appointed by agreement between the parties or, in default of such agreement, such arbitrator shall be appointed by a Judge of the Superior Court of Justice sitting in Toronto, upon the application of any of the parties and such judge shall be entitled to act as such arbitrator, if he or she so desires. Unless otherwise agreed to by the parties, the arbitration shall be held in the City of Toronto. The procedure to be followed shall be agreed to by the parties or, in default of such agreement, determined by the arbitrator. The arbitration shall proceed in accordance with the provisions of the Arbitration Act, 1991 (Ontario). The arbitrator shall have the power to proceed with the arbitration and to deliver his or her award notwithstanding the default by any party in respect of any procedural order made by the arbitrator. The decision arrived at by the arbitrator shall be final and binding and no appeal shall lie therefrom. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

14. Severability

- 14.1. If any provision of this Agreement is held to be invalid, unenforceable, or void, then the meaning of such provision shall be construed so as to render it enforceable to the extent feasible. If no feasible interpretation would save such provision, it shall be severed from this Agreement with respect to the matter in question and the remainder of the Agreement shall continue in full force and effect. However, if such provision is considered an important element of the Agreement, the parties shall promptly negotiate a replacement.

15. No Waiver

- 15.1. No party will be deemed to have waived the exercise of any right that it holds under this Agreement unless such waiver is made in writing. Failure or delay by either party to exercise any of its rights, powers or remedies hereunder shall not constitute a waiver of those rights, powers or remedies. The single or partial exercise of a right, power or remedy shall not prevent its subsequent exercise or the exercise of any other right, power or remedy.

16. General

- 16.1. The parties agree that faxed signatures shall be acceptable as a means of evidencing a party's agreement with the terms hereof; provided that upon request of either party the other party shall deliver a signed original of this cover page.
- 16.2. Notices delivered in connection with this Agreement must be in writing and delivered by personal delivery, including regular courier service, or registered mail to the address on file, or as changed by the parties by notice in writing delivered to each other from time to time.
- 16.3. This Agreement is the entire agreement between the parties with respect to its subject matter and supersedes and replaces all prior oral or written agreements, representations, negotiations or understandings between the parties. No change or modification to this Agreement shall be valid unless it is in writing and signed by a representative of both parties. No provisions in any purchase orders, or in any other documentation employed by or on behalf of either party in connection with this Agreement will affect the terms of this Agreement, even if such documents is accepted by the receiving party, with such provisions being deemed deleted.
- 16.4. Neither party shall assign this Agreement without the prior written consent of the other. This Agreement binds the parties and their respective successors and permitted assigns. The headings in this Agreement are for convenience of reference only and are not to affect the construction or interpretation of this Agreement.
- 16.5. This Agreement shall be governed by the laws of the Province of Ontario, Canada, without giving effect to: (i) the principles of conflicts of law and that body of law applicable to the choice of law; (ii) the United Nations Convention on Contracts for the International Sale of Goods, and/or its implementing and/or successor legislation and/or its regulations; and/or (iii) the Uniform Commercial Code and/or its implementing and/or successor legislation and/or regulations, as applicable respectively. The parties agree that the courts of such jurisdiction constitute a convenient forum for any litigation and both parties attend and submit to the jurisdiction of such courts. Except to the extent required by law, the parties waive trial by jury. Each party hereby agrees to comply with all applicable laws, regulations and government orders in performing its obligations under this Agreement.

B. Mutual Non-Disclosure Agreement

1. Definitions and Interpretation

- 1.1. "Confidential Information" means any business, technical information or know-how, whether or not stored in any medium, concerning the Disclosing Party's business (and that of its parent, subsidiaries and affiliate companies, suppliers and customers) including, but not limited to, product or service specifications or strategies, marketing plans, pricing information, financial information, information

relating to existing, previous and potential suppliers, customers and contracts, research, recipes, formulas, specifications, processes, technology, technical documentation, engineering information, inventions, applications, methodologies and other know-how which is identified as confidential at the time of disclosure or that a reasonable person would consider, from the nature of the information and circumstances of disclosure, is confidential to the Disclosing Party. Confidential Information includes original information supplied by the Disclosing Party, as well as all copies of any reports, analyses, products and other materials derived from or containing such information, in whole or in part.

- 1.2. "Effective Date" means the earlier of (a) the date of full execution of this Agreement; or (b) the date upon which the Receiving Party first received Confidential Information from the Disclosing Party.

2. Duty of Confidentiality

- 2.1. The Receiving Party agrees to treat the Confidential Information as confidential and as the property of the Disclosing Party and to use a degree of care not less than the degree of care it uses with respect to its own information of like nature to prevent unauthorized access, use or disclosure. The Receiving Party will use the Confidential Information only for the purposes of the business relationship with the Disclosing Party. The Receiving Party will not disclose this Agreement or Confidential Information, except to the Receiving Party's directors, officers, employees, contractors, consultants and advisors who have a need to know for the purpose of carrying out the business relationship and who are bound by confidentiality obligations no less protective of the Disclosing Party than this Agreement. As soon as practicable, Receiving Party shall notify Disclosing Party of any breach of this Agreement.

3. Exclusions

- 3.1. This Agreement does not apply to or restrict the parties from using or disclosing:
- a) Confidential Information that is or becomes public other than through a breach of this Agreement;
 - b) Confidential Information that is known to the Receiving Party prior to the Effective Date of this Agreement as demonstrated by its written records, and with respect to which the Receiving Party does not have any obligation of confidentiality;
 - c) Confidential Information which is independently developed by the Receiving Party without reference to the Confidential Information as demonstrated by its written records; or
 - d) Confidential Information that is disclosed to the Receiving Party by a third party under no legal obligation of confidentiality.
- 3.2. In the event that the Receiving Party is requested pursuant to legal process to disclose any of the Confidential Information, the Receiving Party shall provide the Disclosing Party with notice to such effect, and at the request of the Disclosing Party will cooperate with the Disclosing Party in seeking injunctive relief against the disclosure of such Confidential Information.
- 3.3. In the event that through legal process the Receiving Party is obligated to disclose any Confidential Information, the Receiving Party may do so without breaching the terms of this Agreement, providing that the Receiving Party furnishes only that portion of the Confidential Information that it is legally required so to do.

4. Ownership

- 4.1. Nothing in this Agreement is to be construed as granting the Receiving Party any title, ownership, license or other right of interest with respect to the Confidential Information of the Disclosing Party, except the right to use the Confidential Information in accordance with the term of this Agreement. Disclosing Party retains all right, title and interest in and to the Confidential Information.

5. Return of Confidential Information

- 5.1. All Languages shall retain the Confidential Information for so long as it is necessary to provide Services and as otherwise permitted or required by law (including compliance by All Languages with its own record retention policies and requirements). Subject to the foregoing, All Languages shall, upon the earlier of (i) termination of the Contract or (ii) at the prior written request of the Client and at All Languages' then standard rates, promptly return copies of Confidential Information under the power and control of All Languages to Client, and, to the extent technologically and practically feasible, delete the confidential information from all retrieval systems and databases.

6. No Disclosure Obligations

- 6.1. Nothing in this Agreement obligates the Disclosing Party to make any particular disclosure of Confidential Information. Nothing in this Agreement is to be construed as obligating any party to continue any discussions or to enter into a business relationship with the other party.

7. Confidential Information Warranty

- 7.1. To the maximum extent permitted by applicable law, both parties acknowledge and agree that the Confidential Information is provided "as is", without warranty, condition or term of any kind, either express or implied, arising by statute, operation of law, course of dealing, usage of trade or otherwise, including, without limitation, warranties or conditions of merchantability, fitness for a particular purpose, satisfactory quality, lack of viruses, non-infringement, accuracy, completeness, results, lack of negligence and/or lack of workmanlike effort. Receiving Party assumes all risk associated with the use of the Confidential Information.

8. Confidentiality of Agreement

- 8.1. Except as permitted under this Agreement or by the mutual consent in writing of the parties, neither party shall disclose to any other person or entity the existence or terms of this Agreement or that the parties have entered into discussions with respect to a potential business relationship.

9. Term

- 9.1. This Agreement shall remain effective for a period beginning on the Effective Date and ending on the date which is the later of one (1) year from the Effective Date and the date on which all business relationships entered into by the parties are terminated. All Confidential Information disclosed, and all other obligations of the parties pursuant to this Agreement, shall continue to be governed by these provisions after the termination of this Agreement for any reason, for a period of five (5) years from the date of termination.

10. Relief

- 10.1. Each party agrees that monetary damages would not be sufficient remedy for any breach of this Agreement and that the other party shall be entitled to seek injunctive or other equitable relief or remedy to prevent any breach or threatened breach of this Agreement. Such remedy shall not be the exclusive remedy for any breach of this Agreement, but shall be in addition to all other rights and remedies available at law or in equity.

11. Entire Agreement

- 11.1. This Agreement is the entire agreement between the parties with respect to its subject matter and supersedes and replaces all prior oral or written agreements, representations, negotiations or understandings between the parties. No change or modification to this Agreement shall be valid unless it is in writing and signed by a representative of both parties. No provisions in any purchase orders, or in any other documentation employed by or on behalf of either party in connection with this Agreement will

affect the terms of this Agreement, even if such documents are accepted by the receiving party, with such provisions being deemed deleted.

C. Translation Services Terms and Conditions

The following terms and conditions apply to any of the translation, formatting, engineering, localization, and other services (collectively "Service") provided by All Languages Ltd. ("All Languages"), to its customers (collectively "Client") and along with the accompanying Estimate and/or Order Confirmation, constitutes the entire Agreement between All Languages and Client and supersedes all prior oral or written understanding or statement with respect to the subject matter of this Agreement

1. The Client's Responsibility and Liability

- 1.1. The Client is responsible for providing all Reference Materials, Style Sheets, existing Glossaries and other available translation resources.
- 1.2. The Client shall inform All Languages of the level of speech and target audience for Translated Works.
- 1.3. The Original Works shall be free of errors and submitted in the native editable format, whenever possible.
- 1.4. The Client has the right to review translated files. If the Client waives this right, the Client agrees to accept the work project as is.
- 1.5. The Client must notify All Languages within 30 days of delivery of the Translated Works of any alleged inaccuracies in the Translated Works.
- 1.6. The Client is responsible for paying for the Services on time.

2. Indemnification

- 2.1. All Languages and All Languages' affiliates shall not be liable for the use or content of the translated and other materials, including, but not limited to, any infringement of copyrights or licenses, any false, misleading, or offensive statements, or statements which violate provincial, or federal law. The Client agrees that it will be solely liable with respect to the content of its translated and other materials, and its use, and will indemnify and hold All Languages harmless for any costs or damages, including litigation costs and attorney fees, it incurs with respect to such content or use.

3. Delivery

- 3.1. Unless otherwise agreed, the dates for delivery of the Translated Works, or the dates for carrying out the Services, are approximate.
- 3.2. Guaranteed delivery and rush services may be subject to rush premium charges.
- 3.3. All Languages may deliver by installments in such quantities as reasonably decided; such installments shall be separate obligations and no breach in respect of one or more of them shall entitle the Client to cancel any subsequent installments or repudiate the Contract as a whole.

4. Copyright

- 4.1. It is understood and agreed that all rights, including copyright, in an ordered translation ("the Translated Works"), in any form, printed, digital or otherwise, are to be owned in full by the Client, for unrestricted use. It is further understood and agreed that all rights in any works created in the translation process, or already developed for the translation process, including Translation Memories, Term Bases and other summaries of information, workflows, databases, and knowledge or know-how acquired as a result of producing the Translated Works, are owned by All Languages and no rights in the Translations Process Materials are or will be transferred to the Client as a result of any order.

5. Charges

5.1. Charges for the Service shall be as specified by All Languages to Client in writing in the Estimate and/or Order Confirmation as requested. Estimates are based upon specifications and information originally submitted by the Client, and any change therein, including delivery requirements, automatically void the quotation (or necessitate a Change Order). For example, if the Estimate is based on sample pages, a sample document used as a model, or an incomplete version of the source file, or any file other than the actual one you want translated, the amount of the estimate and the deadline may be adjusted accordingly. Adjustments may also be necessary if specifications are changed or added, or if work not covered in the original quotation is required, or if you failed to provide complete, written specifications for the assignment. Estimates are only valid for ninety (90) days or as otherwise specified in writing.

6. Orders

6.1. Orders authorized by the Client may only be canceled on terms that provide for payment for work commenced by All Languages and necessary work-related obligations entered into pursuant to the order. Upon cancellation of any order prior to completion, All Languages shall be reimbursed for all costs and expenses incurred with respect to the order prior to cancellation. Furthermore, if the Client changes the original text, alters specifications, or adds new specifications once authorizing All Languages to begin work, this may result in additional charges and adjustments of deadlines.

7. Terminology

7.1. Unless the Client provides terminological reference material like glossaries or terminology lists, All Languages will use its best judgment in the selection of terms pertinent to a given field. The Client will be charged for changes to such terms.

8. Appearance

8.1. When the Service includes formatting, typesetting, page layout, or artwork, All Languages will seek the closest match practicable between the appearance of the original and that of the finished product or will layout as you specified. Unless the Estimate specifies otherwise, All Languages does not guarantee that the format, fonts, typefaces, point sizes, text density, artwork, colors, and other elements of printed documents it chooses and those of the original will be identical. Translated documents are often longer or shorter than the original, and technical or other considerations may result in elements of appearance different from the original.

9. Editing

9.1. Any editing or alteration of the finished product provided to the Client when such product is acceptable for the language involved or when style or other matter is left to the judgment of All Languages will be charged to the Client, except that errors in accuracy will be corrected at no extra charge.

10. Linguist Resource Qualifications

10.1. All linguists retained by All Languages have passed internal tests and/or one or more of the following attributes:

- a) An undergraduate or higher degree in translation;
- b) A professional designation as a certified translator;
- c) A minimum of 5 years experience in the translation industry

11. Linguist Resource Competencies

11.1. Linguistic and textual competence in the source language and the target language.

- 11.2. Research competence to obtain the linguistic, specialized or any other information necessary to comprehend the source text and translate it.
- 11.3. Cultural competence of the locale and the ability to apply it to the translation.
- 11.4. Technical competence of technical resources and the ability to use them for translating.

D. Interpretation Services Terms and Conditions

The following terms and conditions apply to any of the consecutive interpretation, simultaneous interpretation, ASL interpretation, info gathering calls, message relay, group interpretation, telephonic interpretation, group interpretation, and other services (collectively "Service") provided by All Languages Ltd. ("All Languages"), to its customers (collectively "Client") and along with the accompanying Estimate and/or Order Confirmation, constitutes the entire Agreement between All Languages and Client and supersedes all prior oral or written understanding or statement with respect to the subject matter of this Agreement

1. The Client's Responsibility and Liability

- 1.1. The Client is responsible to give precise details on language, date, time, location, anticipated duration and the name of the contact in attendance
- 1.2. The Client shall request a specific interpreter if one is required
- 1.3. The Client shall inform All Languages regarding the purpose of the interview
- 1.4. The Client is responsible to provide as much lead time as possible as this permits us the widest selection of qualified professionals.
- 1.5. The Client has the right to tape and review interpreted sessions. That service may be provided on a random or regular basis if requested by the client. If the Client waives this right, the Client agrees to accept the services as provided.
- 1.6. The Client shall inform All Languages regarding any quality or interpreter related issues within 30 days of service provision.
- 1.7. The Client is responsible for paying for the Services on time

The Client's Responsibility Prior to Commencement of Consecutive Interpretation

The Client shall:

- 1.8. Allow more time than for an interview that doesn't require interpreting
- 1.9. Give the client a clear introduction to the interpreting process
- 1.10. Introduce the interpreter and explain his/her role stressing confidentiality
- 1.11. Allow the interpreter time to have a short chat with the client, to ensure that they can understand each other
- 1.12. In face-to-face meetings, arrange seating in a triangle to allow the two parties to look at each other directly and for the interpreter to be perceived as being neutral in the conversation

2. The Client's Responsibility During Consecutive Interpretation

The Client shall:

- 2.1. Address the Limited English Person ("LEP") in the second person

- 2.2. Maintain eye contact and talk directly to the LEP
- 2.3. Take charge and remain in control of the interview
- 2.4. Speak directly to the LEP and address him/her directly, in the second person ("You", not "Ask him/her...")
- 2.5. Speak slowly, and try to keep sentences short and simple. Sentences that contain too much information, professional jargon, or have long and convoluted structures with multiple clauses are to be avoided
- 2.6. Pause frequently. Most languages do not correspond word for word
- 2.7. Be attentive when the client responds
- 2.8. Respond to non-verbal cues
- 2.9. Check that meaning is being understood
- 2.10. Make use of written material in the client's language
- 2.11. If a direct exchange between Client and the interpreter becomes necessary, encourage the interpreter to explain what is happening to the LEP
- 2.12. Speak simply and be specific
- 2.13. Avoid slang and idiomatic phrases
- 2.14. Not seek advice or solutions from the interpreter
- 2.15. Not ask the interpreter to undertake any task other than interpreting

3. Indemnification

- 3.1. All Languages and All Languages' affiliates shall not be liable for the use or content of the interpreted content, including, but not limited to, any infringement of confidentiality, any false, misleading, or offensive statements, or statements which violate provincial, or federal law. The Client agrees that it will be solely liable with respect to the content of its interpreted content, and its use, and will indemnify and hold All Languages harmless for any costs or damages, including litigation costs and attorney fees, it incurs with respect to such content or use.
- 3.2. All Languages and All Languages' affiliates shall not be asked to serve as witness in any proceedings.

4. Interpreter Attendance

- 4.1. Unless otherwise agreed, the scheduled dates for service provision are exact. Should the interpreter be more than 15 minutes late, the appointment can be rescheduled and interpreter provided at no charge.
- 4.2. Same-day, holiday, or non-business hours services may be subject to additional charges.
- 4.3. While every effort will be made to assign the same interpreter on a file, All Languages may assign multiple to meet scheduling requirements.
- 4.4. All assignments, whether on the same file or not, shall be separate obligations and no breach in respect of one or more of them shall entitle the Client to cancel any subsequent installments or repudiate the Contract as a whole.

5. Charges

- 5.1. Charges for the Service shall be as specified by All Languages to Client in writing in the Estimate, Request for Proposal Submission, and/or Order Confirmation as requested. Estimates are based upon specifications and information originally submitted by the Client, and any change therein, including means of interpretation, language, and details automatically void the quotation (or necessitate a Change Order). For example, if the Estimate is based on anything but the nature of the service requested, the cost and time based on interpreter availability may be adjusted accordingly. Estimates are only valid for ninety (90) days or as otherwise specified in writing.

6. Order Cancellations

- 6.1. Orders authorized by the Client may only be canceled on terms that provide for payment based on the applicable cancellation policy pursuant to the order.

7. Linguist Resource Qualifications

- 7.1. All interpreters retained by All Languages have passed internal on-dossier screening which considers the following factors:
 - a) Knowledge of both languages
 - b) Amount of Work Experience
 - c) Level of education in the foreign language
 - d) Amount of English immersion
 - e) Whether or not Interpretation Training and Language test (CILISAT / ILSAT / CTTIC / ATA / CollegeConnect)
 - f) Specialized courses on interpretation (terminology / linguistics / Ministry of Citizenship / Ministry of the Attorney General / Immigration and Refugee Board / CollegeConnect)
 - g) Participate in professional development activities

8. All Languages Ltd® Interpreters shall:

- 8.1. Arrive at least ten minutes prior to the assignment
- 8.2. Introduce themselves to the participants and clearly explain their role
- 8.3. Consistently interpret using first person
- 8.4. Take breaks only when directed to do so, and turn off cellular phones and audible beepers
- 8.5. Remain impartial and avoid conflicts of interest or appearance thereof
- 8.6. Never engage in non-professional activities with, or give advice to, witnesses, participants or parties
- 8.7. Be professional in all regards including attire and etiquette
- 8.8. Refrain from informal discussion of any kind with all participants
- 8.9. Immediately make concerns known to participants