



AGATO

Resource Terms & Conditions

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These terms and conditions apply to the process by which AGATO engages suppliers to provide translation, interpretation and associated language related services. Keep accounts@agato.net informed of any changes in your contact, bank details or PayPal address.

1 Definitions:

In these terms and conditions:

1. **Accepted Purchase Order** means a Purchase Order that is accepted under clause 2.1 (provided that the Supplier is not permitted to make any change to the Purchase Order and if the supplier does so the Purchase Order is deemed revoked by AGATO);
2. **Agency** means an Interpreting Agency, a Sub-titling Agency, a Transcriber Agency, a Translator Agency, a Voiceover Agency or any other entity with skills and experience required by AGATO for Localization Service that engages individuals that enable the agency to provide Localization Services, which has registered with AGATO and provided names and specialisms of its relevant employees and any other details reasonably required by AGATO;
3. **Authorized Subsidiary** means any Subsidiary of AGATO notified by AGATO to the Supplier from time to time;
4. **Bid** (where applicable) means a bid to supply Services;
5. **Bidder** means a Supplier that places a Bid;
6. **Bidding Period** (where applicable) means the period during which Bids can be placed for the specified Services as notified by AGATO and includes any extension of that period made by AGATO;
7. **Client** means AGATO's client, to which AGATO is providing the Services and Deliverables;
8. **Confidential Information** means any proprietary information, know-how and data disclosed in confidence by one party to the other party (and including in the case of AGATO, the Source Materials (which have been submitted to AGATO in confidence by a Client)), but does not include any information which:
 - a. is in the public domain;
 - b. on receipt by the other party is already known by that party;
 - c. is at any time after the date of receipt by the other party, received in good faith by that party from a third party;
 - d. required by law to be disclosed by the other party;
9. **Contract** means a contract comprising an Accepted Purchase Order and these terms and conditions;
10. **Deliverables** means the deliverables submitted by the Supplier, resulting from provision of the Services specified in an Accepted Purchase Order;
11. **Individual Contractor** means an Interpreter, Sub-titler, Transcriber, Translator, Voiceover Artist or other individual person that has skills and experience required by AGATO for Localization Service, who has registered with AGATO and provided details of their specialisms and any other details reasonably required by AGATO;
12. **Intellectual Property** includes all copyright, trademarks, designs, patents, domain names, concepts, know-how, trade secrets, logos and all other similar property and rights whether registered or unregistered;
13. **Interpreter** means an individual person that has skills and experience in specified language interpreting, who has registered with AGATO and provided details of their interpreting specialisms and any other details reasonably required by AGATO;
14. **Interpreting Agency** means an entity that engages interpreters in order to provide interpreting services, which has registered with AGATO and provided names and specialisms of its interpreters and any other details reasonably required by AGATO;



15. **Localization Assets** means Source Materials, document/s, files and other associated assets submitted or made available by AGATO to the Supplier in respect of the relevant Services, as identified in the applicable Purchase Order;
16. **Low Quality Work** means localization work that has been given a Rating that is below '3';
17. **Nominated Person** means, where the Supplier is an Agency, the person identified by AGATO in the Purchase Order (where the bid process under clause 4 applies this will be the person that was selected by the Agency and included in the relevant Bid);
18. **Purchase Order** means a purchase order for Localization Services, issued by AGATO;
19. **Rating** means a rating from '1' to '5' of any Deliverables prepared by the Supplier (with '5' being the best rating), as determined by AGATO after review by AGATO's senior quality management team;
20. **Services** means any services that relate to the localization of content including but not limited to translation services, interpreting services, voiceover services, transcribing services and sub-titling services;
21. **Source Materials** means the document/s submitted or made available by AGATO to the Supplier for the relevant Services, as identified in the Purchase Order;
22. **AGATO** means Hadi Abu Ghazala Legal Translation, a company registered in UAE;
23. **Subsidiary** has the meaning given to that term in section 5 of the New Zealand Companies Act 1993;
24. **Sub-titler** means an individual person that has skills and experience in subtitling audio recordings, who has registered with AGATO and provided details of their specialisms and any other details reasonably required by AGATO;
25. **Sub-titling Agency** means an entity that engages sub-titlers in order to provide sub-titler services, which has registered with AGATO and provided names and specialisms of its sub-titlers and any other details reasonably required by AGATO;
26. **Supplier** means an Individual Contractor or an Agency that accepts a Purchase Order issued to that Individual Contractor or Agency by AGATO in accordance with these terms and conditions, as named in the Purchase Order;
27. **Translator Portal** means the portal where Suppliers login to access the Localization Assets for the Services;
28. **Transcriber** means an individual person that has skills and experience in transcribing audio or visual recordings, who has registered with AGATO and provided details of their specialisms and any other details reasonably required by AGATO;
29. **Translation Agency** means an entity that engages translators in order to provide translation services, which has registered with AGATO and provided names and translation specialisms of its translators and any other details reasonably required by AGATO;
30. **Translator** means an individual person that has skills and experience in specified language translations, editing and revisions, who has registered with AGATO and provided details of their translation specialisms and any other details reasonably required by AGATO;
31. **Voiceover Agency** means an entity that engages voiceover artists in order to provide voiceover services, which has registered with AGATO and provided names and specialisms of its voiceover artists and any other details reasonably required by AGATO;
32. **Voiceover Artist** means an individual person that has skills and experience in recording voiceovers for use on either audio or audio visual recordings, who has registered with AGATO and provided details of their specialisms and any other details reasonably required by AGATO;
33. **Website** means AGATO's website at www.agatotranslate.ae.



2 AGATO Contracting Party and Purchase Orders

1. AGATO enters into this Agreement for the benefit of AGATO and the Authorized Subsidiaries. Purchase Orders may be issued by AGATO or an Authorized Subsidiary. If and when a Purchase Order becomes an Accepted Purchase Order, the resulting Contract is a Contract between (a) the Supplier and (b) the company that issued the Purchase Order (being AGATO or the relevant Authorized Subsidiary) ('AGATO Contracting Party') and all references to 'AGATO' in these terms and conditions are deemed to be references to the applicable AGATO Contracting Party.
2. AGATO will issue a Purchase Order to a Supplier when it requires Services to be provided by that Supplier. A Supplier in receipt of a Purchase Order must notify AGATO in writing within a reasonable time, of the Supplier's acceptance (or non-acceptance) of that Purchase Order (and if a time period for acceptance of the Purchase Order is specified in the Purchase Order, within that time period). If notification is not received by AGATO in accordance with this clause, AGATO may revoke that Purchase Order and issue another Purchase Order to another Supplier. Each Purchase Order issued by AGATO to a Supplier and where applicable the supply of Source Materials to the Supplier is made subject to these terms and conditions.
3. If the Supplier in receipt of a Purchase Order is an Agency, the Agency must select the Nominated Person if and when it accepts the Purchase Order.
4. No contract exists in respect of any Services or in respect of any Source Materials, unless and until there is an Accepted Purchase Order. Once there is an Accepted Purchase Order, a 'Contract' is formed between AGATO and the Supplier in respect of the Services described in the Purchase Order.
5. AGATO makes no commitment to provide any particular type or volume of work to a Supplier (or any work at all) except as expressly agreed in a Contract.
6. At any time prior to receipt of notification of acceptance of a Purchase Order (if the Services are no longer required or have changed or for any other reason), AGATO may revoke the Purchase Order rendering it incapable of being accepted by the Supplier.
7. Without limiting any other provision of these terms and conditions, failing receipt of notification from the Supplier in accordance with clause 2.1, the Purchase Order is deemed revoked.

3 Basis of Pricing in Purchase Orders

1. Each Purchase Order will specify the basis of pricing for the Services that is relevant to that Purchase Order. The basis of pricing that could apply may be:
 - a. standard rates or pricing,
 - b. client-specific rates or pricing,
 - c. Bid price (in which case the bid process in clause 4 below will have applied) or
 - d. any other alternative as determined by AGATO at its discretion.

4 Bidding for a Project

1. This clause 4 only applies where AGATO has decided to use a bid process in respect of Services it requires.
2. In placing a Bid for Services, each Bidder acknowledges and agrees that:
 - a. the Bidder may be an Agency or Individual Contractor (and where the Bidder is an Agency, the Agency will be required to have a 'Nominated Person' for the Services if and when it accepts the relevant Purchase Order);
 - b. if the Bidder is chosen by AGATO as the preferred Bidder and the Bidder is an Individual Contractor (and not an Agency), it will be the Bidder, and no other person, that will provide the Services;
 - c. if the Bidder is chosen by AGATO as the preferred Bidder and the Bidder is an Agency:



- i. the Agency will provide the Services using a primary Project Manager and an individual deemed suitably qualified by the Agency to undertake the work; and
- ii. the Agency is and remains responsible for provision of the Services notwithstanding that the Services are undertaken by the Nominated Person;
- d. AGATO will require the Bidder to undertake, or where the Bidder is an Agency its Nominated Person to undertake any relevant tests as part of AGATO's validation processes (this requirement may be waived by AGATO if the Bidder or relevant Nominated Person has previously been involved in provision of related or similar services (as determined by AGATO));
- e. the Bidder will respond, or procure the Nominated Person employee to respond (as applicable) fully and accurately to any information requests made by AGATO in respect of the Services;
- f. bidding closes at the end of the Bidding Period;
- g. AGATO may choose a Bidder that has placed a Bid for the Services or may choose another Supplier (or no one if the Services are no longer required for any reason);
- h. AGATO will choose the preferred Bidder at its discretion and has no obligation to choose the Bidder that has made the lowest Bid;
- i. these terms and conditions apply to all Bids.

5 Provision of Services

1. The Supplier will provide the Services as specified in the Accepted Purchase Order and in accordance with any reasonable directions issued by AGATO. Where the Supplier is an Agency, the Agency must ensure that it is the Nominated Person that undertakes the provision of Services.
2. AGATO will provide the Localization Assets (and any other information reasonably required by the Supplier) to the Supplier by providing the Supplier with login details to access the Localization Assets either via the Translator portal or via AGATO's CAT application ('Login Details'). The Supplier understands and acknowledges that with the Login Details, the Supplier and Nominated Persons (as applicable) have access to Confidential Information (which includes the Source Materials) and to use of valuable Intellectual Property owned by AGATO. Accordingly, the Supplier must use the Login Details only for the provision of Services for which they were provided and, where the Supplier is an Agency the Supplier must ensure that the Nominated Person uses the Login Details only for the provision of Services by the Supplier for which they were provided. The Supplier must not (and where applicable must ensure that the Nominated Person does not):
 - a. disclose the Login Details to either the Translator portal or AGATO's CAT application to any other person, or make the Login Details available to anyone or share the Login Details with anyone in any way and will not record the Login Details where they could be seen by anyone;
 - b. where the Supplier is an Individual Contractor, get any other person (where an individual or an agency) on any basis (paid, unpaid or otherwise) to perform the Services for or on behalf of the Individual Contractor;
 - c. copy in any way all or any part of:
 - i. the screens; or
 - ii. the processes occurring via the Translator portal or the AGATO CAT application, to which the Supplier (or any Nominated Person) has access via the Login Details, whether by screen capture, print screen, photograph, video or otherwise or allow any other person to view those screens or processes in any way.
3. The Supplier must provide the Services with all due care and skill, at a quality level reasonably expected by AGATO for the relevant Services and in accordance with any applicable industry standards and must ensure



compliance with the quality level specified in the Purchase Order and in all other respects in accordance with the Purchase Order.

4. The Supplier has no responsibility to and must not review the quality of the Source Materials for typographical or any other errors or omissions provided that if the Supplier notices any typographical or any other errors or omissions, the Supplier should bring these to the attention of the relevant AGATO project manager.
5. On completion of the Services, the Supplier will issue the Deliverables to AGATO. The Supplier (and any Nominated Person) is only authorized to communicate directly with or to issue the Deliverables to the Client if expressly requested to do so by AGATO.
6. The Supplier must issue the Deliverables to AGATO on or before the agreed delivery date / time. If the Supplier fails to do so, AGATO has no obligation to pay the Supplier for the Deliverables (or for any Services required to produce the Deliverables). The Supplier is not permitted to and must not engage any subcontracted Agency to perform the Services.
7. AGATO will engage the 'LISA QA Framework' for ongoing quality evaluation and review in relation to the provision of Services provided to AGATO by Translators and Translation Agencies. LISA QA sampling for surfacing content for QA will be a randomized selection and will be invoked more frequently for applicable Suppliers if QA failures are identified. AGATO will work with the relevant Suppliers in good faith to rectify QA failures and errors in an ongoing process to provide continuous quality management across all Suppliers. Other review processes will apply to all other non-translation based vendor quality issues on a case by case basis.
8. If AGATO receives a complaint from the Client about the quality of any Deliverables, AGATO will review the Deliverables and issue a Rating for the Deliverables. AGATO may also undertake spot checks on Deliverables at any time. Where the Supplier is an Agency, any Rating of Deliverables will be referenced to the relevant Nominated Person in AGATO's records. If any Deliverables are Low Quality Work, the Supplier will be notified in writing and provided with the Rating and the reviewer's feedback. The Supplier will then have the opportunity to revise the Deliverables, in which case the revised Deliverables must be submitted within 24 hours of the notification to the Supplier that the initial Deliverables are Low Quality Work or within a timeframe agreed in writing with AGATO. Where the Supplier is an Agency, the revision work must be undertaken by the Nominated Person that undertook the original work. For any dispute by the Supplier about Deliverables being Low Quality Work, clause 13.1 will apply.
9. If the Supplier fails to submit the revised Deliverables within the 24 hour, or other period as agreed with AGATO as required under clause 5.7:
 - a. the Supplier will be deemed to have forgone the right to submit revised Deliverables;
 - b. the relevant purchase order will be deemed to have been automatically revoked on expiration of the 24 hour period or otherwise; and the Supplier will not be paid for the Deliverables (or for any Services required to produce the Deliverables).
10. If the Supplier submits revised Deliverables within the required 24 hour period, AGATO will review the revised Deliverables and notify the Supplier in writing of the Rating and reviewer's feedback. If the revised Deliverables are given a Rating of '3' or above, the Supplier will be paid the agreed amount under the relevant purchase order. If the revised Deliverables are Low Quality Work:
 - a. the relevant purchase order will be deemed to have been automatically revoked on expiration of the 24 hour period that was available for revision of the Deliverables under clause 5.7 (or AGATO may at its discretion decide to partially revoke the purchase order if part of the Deliverables can be used, in which case AGATO will notify the Supplier accordingly); and



- b. the Supplier will not be paid for the Deliverables, or for any Services required to produce the Deliverables (or if the purchase order has only been partially revoked, the Supplier will be paid a reduced amount as determined by AGATO taking into account the proportion of the Deliverables that is usable and the cost and detriment to AGATO of having to engage an alternative supplier to complete the required Deliverables and the cost and detriment to AGATO of having to manage the situation with the Client).

6 Charges and payment

1. **Payment Terms:** Subject to clause 6.2 and 6.3, AGATO will pay all applicable fees as specified in the Accepted Purchase Order. AGATO will make payment to the Supplier within the time period specified in the relevant Accepted Purchase Order or if no time period is specified in the Accepted Purchase Order within **15** days following the upload of your invoice for completed jobs into AGATO Translator Portal at the end of the month, (unless expressly agreed otherwise with the Supplier in writing), conditional on the satisfactory completion of the job(s).
2. **Tax Deduction:** AGATO will, when withholding tax applies in respect of any payment due to the Supplier, deduct the withholding tax and issue to the Supplier a withholding tax certificate.
3. **Forfeiture:** AGATO has no obligation to pay invoices issued by the Supplier where clause 5.6, 5.8, 5.9(b) or 13.1(d) applies.
4. **Withholding:** Without limiting clause 6.3, if AGATO wishes to dispute an invoice received from the Supplier, AGATO will notify the Supplier of the issue. This may occur, for example, where AGATO has received complaints from the Client about the quality of the Deliverables. AGATO may withhold payment of the disputed part of an invoice until the dispute is resolved. The Supplier has no right to terminate the Contract for non-payment by AGATO where payment is being withheld by AGATO under this clause.
5. **Levies:** The Supplier is solely responsible for the payment of all levies, assessments, taxes or other payments levied upon the Supplier as required under the provisions of any income tax and other legislation that may be in force and affects the performance and/or provision of the Services and /or Deliverables.
6. **Expenses:** All expenses incurred by the Supplier in the course of providing the Services and Deliverables are to be borne by the Supplier and will not be reimbursed by AGATO.
7. **Billing Cutover:** Supplier should generate invoices for purchase orders by the first day of the next month; AGATO is under no obligation to pay invoices issued 3 months or more after a job is closed.
8. **Job Assessment:** AGATO applies the following criteria for assessing the quality of the job for final feedback, bonus or deduction:

| Criteria for Translation Job Assessment | Weight |
|--|--------|
| 1. Job Errors: <ul style="list-style-type: none"> • Deadlines: Was the job delivered after the deadline? | 20% |
| 2. Technical Errors: <ul style="list-style-type: none"> • Major Mistakes: Does the translation have major or critical mistakes? (10% for each) • Minor Mistakes: Does the translator reflect accurate understanding of the source text? (5% for each) | 50% |
| 3. Spelling Errors: <ul style="list-style-type: none"> • Language: Does the translator have any spelling, capitalization, punctuation, or grammatical mistakes? | 10% |
| 4. Subject Matter Expertise: Does the translator show proper understanding and constantly use proper terminology and style. | 10% |
| 5. Formatting: Does the translator apply mirror image formatting to the translation? (10%) | 10% |



9. **Reward and Penalty:** Based on the job feedback final mark, AGATO may apply the following bonus or penalty on the invoice of the supplier:

| Rating | Bonus / Deduction |
|-----------------|--------------------------|
| • 0.0% - 59% | Deduction of -50%. |
| • 60% - 84% | Deduction of -10% |
| • 85% - 94%, | Bonus of +5% |
| • 95.0% To 100% | Bonus of +10% |

7 Intellectual Property

1. Nothing in any Contract transfers to the Supplier, ownership of any Intellectual Property in the Localization Assets or the Deliverables.
2. All Intellectual Property in the processes, methodology and know-how used by AGATO in its business (including the Website) are and will remain the property of AGATO. Nothing in any Contract transfers to the Supplier any of AGATO's Intellectual Property.

8 Confidential Information

1. The parties recognize and acknowledge the confidential nature of the Confidential Information.
2. Neither party may disclose any Confidential Information other than:
 - a. to its directors, employees, contractors or subcontractors to the extent necessary in the performance of the Contract;
 - b. with the express prior written consent of the other party; or
 - c. to its professional advisers.

9 Supplier warranties

1. The Supplier represents and warrants to AGATO that:
 - a. the Supplier (or the Nominated Person where applicable) has all requisite skill, experience and qualifications required to provide the Services and Deliverables to AGATO (or, in the case of Nominated Persons, to enable the employee to do so);
 - b. the Supplier will perform the Services and provide the Deliverables so as to meet or exceed the requirements in the Contract and any industry standards applicable to the relevant localization services;
 - c. it will not (and will ensure that any Nominated Persons do not) submit and has not submitted anything to AGATO or to the Website and will not use anything in respect of its use of the Website, the provision of Services or otherwise in connection with AGATO (whether a device, software or any other thing) that will or could interfere with the functioning of AGATO's systems and/or the Website; and
 - d. it has authority to enter into and perform and the ability to perform its obligations under the Contract.
 - e. It will not contact the end-client of AGATO directly unless instructed to do so by AGATO, and will not solicit, or accept, direct work with AGATO end-client.
2. The Supplier indemnifies AGATO against any losses, costs (including legal costs on a solicitor and own client basis), expenses, demands or liability whether direct, indirect, consequential or otherwise, and whether arising in contract, tort (including negligence), equity or otherwise, arising out of a claim by a third party where the claim arises from any breach of the representations and warranties made by the Supplier in this clause 9.



10 AGATO's warranties

1. AGATO warrants that it has authority to enter into and perform and the ability to perform its obligations under the Contract.
2. Except as expressly provided in these terms and conditions, all warranties, terms and conditions (including, without limitation, warranties and conditions as to fitness for purpose and merchantability), whether express or implied by statute, common law or otherwise, are excluded by AGATO to the extent permitted by law.

11 Termination

1. Without limiting any other rights or remedies that AGATO may have, AGATO may terminate the Contract on written notice to the Supplier if the Supplier fails to submit the Deliverables to AGATO within the timeframe or otherwise not in accordance with the relevant Accepted Purchase Order.
2. Without limiting AGATO's rights under clause 11.1, either party may terminate the Contract immediately if the other party:
 - a. breaches any of its obligations under the Contract and fails to remedy the breach within the time frame specified in the notice (which will be a minimum of 5 days); or
 - b. becomes insolvent or goes into liquidation or has a receiver or statutory manager appointed over its assets or ceases to carry on business or makes any arrangement with its creditors.
3. On termination of the Contract:
 - a. the Supplier must submit the Deliverables and any partially completed Deliverables to AGATO;
 - b. Subject to these terms and conditions and in particular clauses 5.6, 5.8 and 5.9(b), and 13.1(d), AGATO will pay the amounts due to the Supplier in respect of that Contract;
 - c. the provisions of the Contract that are by their nature intended to survive termination will remain in full force.

12 Liability

- AGATO will only be liable to the Supplier for direct loss (excluding loss of business or profits and excluding all consequential loss) up to a maximum of \$100.
- Suppliers are not held legally liable for a mistranslation unless they deliberately mistranslate text. So, while AGATO expects supplier to provide a high level of quality at all times, suppliers need not be concerned that they are putting themselves at risk by translating a particular text. The Terms and Conditions state that AGATO (and this includes you) cannot be held responsible for any damages or other legal consequences of a mistranslation.

13 Dispute resolution

1. If any Deliverables are rated as Low-Quality Work when first submitted by the Supplier, the Supplier may choose to dispute that rating in which case:
 - a. this clause 13.1 applies and clauses 13.2-13.5 do not apply;
 - b. the Supplier forgoes their right to revise the Deliverables, that would otherwise apply under clause 5.7;
 - c. AGATO will undertake a further review of the Deliverables, using a different reviewer from AGATO's senior localization team;
 - d. if the second review results in the Deliverables again being Low Quality Work:
 - i. that decision is final;
 - ii. the Supplier will be deemed to have forgone the right to submit revised Deliverables;
 - iii. the relevant purchase order will be deemed to have been automatically revoked; and



- iv. the Supplier will not be paid for the Deliverables (or for any Services required to produce the Deliverables).
2. Where any dispute arises between the parties concerning the Contract or the circumstances, representations, or conduct giving rise to the Contract, neither party may commence any court or arbitration proceedings relating to the dispute unless that party has complied with the procedures set out in clause 13.2 - 13.5.
3. The party initiating the dispute ("the first party") must provide written notice of the dispute to the other party ("the other party") and nominate in that notice the first party's representative for the negotiations. The other party must within (7) seven days of receipt of the notice, give written notice to the first party naming its representative for the negotiations. Each representative nominated will have authority to settle or resolve the dispute.
4. If the parties are unable to resolve the dispute by discussion and negotiation within 14 days of receipt of the written notice from the first party, then the parties must immediately refer the dispute to mediation.
5. The mediation must be conducted in terms of the Resolution Institute (New Zealand) Standard Mediation Agreement. The mediation must be conducted by a mediator at a fee agreed by the parties. Failing agreement between the parties, the mediator will be selected, and his/her fee determined by the Chair for the time being of Resolution Institute (New Zealand).

14 General

1. **Entire agreement:** Each Contract constitutes the complete and exclusive statement of the agreement between the parties, superseding all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of the Contract.
2. **Amendments:** Except as specifically provided, no amendment to a Contract will be effective unless it is in writing and signed by both parties.
3. **Waiver:** No exercise or failure to exercise or delay in exercising any right or remedy by a party will constitute a waiver by that party of that or any other right or remedy available to it.
4. **Partial invalidity:** If any provision of a Contract or its application to any party or circumstance is or becomes invalid or unenforceable to any extent, the remainder of the Contract and its application will not be affected and will remain enforceable to the greatest extent permitted by law.
5. **Independent contractor:** The Supplier is an independent contractor to AGATO and is in all respects independent of AGATO. Nothing in any Contract constitutes either party a partner, agent, employee or joint venturer of the other.
6. **Assignment:** The Supplier must not assign its rights under the Contract without the prior written consent of AGATO.
7. **Severability:** If any provision of the Contract is held invalid, unenforceable or illegal for any reason, the Contract shall remain otherwise in full force apart from such provisions which shall be deemed deleted.
8. **Precedence:** In the event of any conflict or inconsistency as between the Accepted Purchase Order and these terms and conditions, these terms and conditions will take precedence.

15 Notices

1. Notices under a Contract must be in writing and sent by post or facsimile to the address or facsimile number specified in the Purchase Order (unless otherwise notified on seven days written notice).
2. Notices sent by post shall be deemed received 10 days after posting to or from an overseas destination and three days after posting within New Zealand and notices sent by facsimile shall be deemed received on



transmission so long as the sender has a transmission report specifying the correct number of pages sent, the date and time of transmission and that transmission was successful.

16 Governing law

1. Each Contract is governed by and construed in accordance with New Zealand law and the parties submit to the non-exclusive jurisdiction of the New Zealand courts.
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AGATO Translator Guidelines

Dear Translator,

Please read our translator’s guidelines below as part of AGATO Resource Terms and Conditions. We require the translators who work with us to follow these guidelines, unless otherwise requested.

1. **Acceptance:** Before accepting the project check that the language pair and word count are correct, and that the source file has no issues. By accepting the project, you confirm all the above and commit to the deadline.
2. **Output:**
 - The translation has to sound natural in the target language. Use “freestyle translation” if needed.
 - Note that some translation projects are delivered directly to the customer. Before signing off you must verify that the translation is complete, clear of typos and spelling mistakes, accurately translates all of the source text and meets the project requirements.
 - Signing a project means that you are personally guaranteeing that you have completed the project to the highest quality standards, as specified.
3. **Instructions:** Read the instructions carefully and follow them.
4. **Issues:** We encourage you to highlight any issue that needs feedback from the customer or communicate directly with the project manager on that issue.
5. **Contact with Client:**
 - Do not work with customers outside the system. We will not pay you if the customer does not pay, and we will not be able to solve disputes. Furthermore, this is a violation of the terms of use, which will lead to you being banned from our system.
 - If you have to deal directly with clients through our system, use professional language when communicating with customers. If you have issues with a customer, please contact us directly.
6. **Machine Translation:** Never use machine translation such as Google Translate.
7. **Outsourcing:** Never outsource the translation to someone else.
8. **Translation Memory:** You may use your own TMs where relevant.
9. **CAT:** Use the AGATO CAT (which is like an online Trados, SmartCat or Memsource) where available.
10. **Reviews:**
 - We protect our translators and take care of their interests. Note that the customer sees the translator’s name and may choose to publish good or bad reviews online according to the translation quality.
 - AGATO reserves the right to publish reviews about good/bad translators as it sees fit.
11. **Pay and Reward:**
 - Almost every translation has a bonus part; the bonus will be paid for really good translations only. Similarly, a penalty is applied for less-than-desired quality.
 - We will always pay for a good translation done in good faith, even if the customer does not pay for whatever reason.
 - We will not pay for translation that sounds incorrect/non-native in the target language, or is unprofessional (e.g. inaccurate translation due to misunderstanding the source), nor for translation that does not follow the project requirements, nor for a translation that was outsourced.
 - Please note that, assuming you do a great job, the more you work with AGATO the bigger and better the projects you receive will be.
 - Our top translators also get to be selected by our enterprise customers as preferred translators for their projects, which provides a guaranteed volume of work.

AGATO thank you for your cooperation

I acknowledge that I have read and agree to the above Resource Terms and Conditions.

| | |
|----------------|--|
| Resource Name: | |
| Signature | |
| Date: | |