



Subcontractor Agreement: Supplier Terms & Conditions (T&C) and Non-Disclosure Agreement (NDA) Policy

July 22, 2024

Relevant Document Info:

1. Purpose of the Agreement

This Subcontracting Agreement (“the Agreement”) sets out the Terms and Conditions (“Terms”) for any professional service (“the Service”) that Atlas Translations Ltd subcontracts to a linguist (“the Subcontractor”). Any Service subcontracted to the Subcontractor by Atlas Translations Ltd is subject to these Terms, and the Subcontractor acknowledges having read and accepted them. These Terms have been drafted so that both Parties understand their obligations to each other, ensuring a good working relationship between the Parties.

These Terms are the basis for any Service subcontracted to the Subcontractor by Atlas Translations Ltd, whether written or oral, and whether these Terms are expressly mentioned or not. These Terms are the terms upon which the Subcontractor must carry out the Service subcontracted to them by Atlas Translations Ltd, and these Terms will prevail over any other terms and conditions for the Service, even if they exclude the applicability of these Terms. No service proposed in the Subcontractor’s terms and conditions will be binding on Atlas Translations Ltd unless it agrees to the Subcontractor’s terms and conditions in writing.

This Agreement also sets out other important things that the Subcontractor needs to know. The Subcontractor must read these Terms carefully before agreeing to carry out any Service subcontracted to them by Atlas Translations Ltd and sign these Terms and save a copy for their records.

2. Parties to this Subcontracting Agreement

Atlas Translations Ltd is engaged in subcontracting translation, editing, proofreading, transcreation, transcription, interpreting services or other services as agreed in the Purchase Order to the Subcontractor. The Subcontractor must provide the Service according to the Terms set out in this Agreement.

These Terms form a legal agreement (“the Agreement”) between **Atlas Translations Ltd, Censeo House, 6 St Peter’s Street, St Albans, AL1 3LF, United Kingdom**

and

You, **the Subcontractor**.

Please note the Agreement may refer to either Atlas Translations Ltd or the Subcontractor as a “Party” or both Parties collectively as the “Parties.”

3. Definitions

The following terms used in this Agreement and its Annex are defined as follows:

“**Affiliate**” means a company that directly or indirectly controls, is controlled by, or is under common control with Atlas Translations Ltd.

“Confidential Information” means all information, written or oral, disclosed, through any means of communication by a Party or its Affiliates or representatives to the other Party or its Affiliates, including but not limited to confidential proprietary information relating to a Party’s or its Affiliates projects, operations, technologies, systems, assets, know-how, designs, software, its materials and contracts, negotiations with other companies, financial statements, cost and expense data, marketing strategies, business strategies, Client lists, potential Client lists, personnel, licences, licensors and vendors and this Agreement and its Annexes.

“Discloser” means the Party disclosing Confidential Information.

“Input Material” means any documents, materials, elements of text, images, graphics, photographs, designs, data, video or electronic soundfile (MP3, wav, etc.), CD/DVD, tape or other information provided by the client of Atlas Translations Ltd to the Subcontractor relating to the specified Service.

“Intellectual Property Rights” means any or all rights, title, interest or benefit whether in the form of copyright, patents, utility innovations, know-how, marks, trade names, brands, domain names, design rights, database rights, trade or business names, rights protecting trade secrets, (source) code and corresponding machine-readable object code or other interpreted form, and confidential information, rights protecting goodwill and reputation, and all other similar or corresponding proprietary rights and all applications for the same, whether now existing or hereafter devised, discovered or created, anywhere in the world, whether registered or not and all benefits, privileges, rights to sue, recover damages and obtain relief or other remedies for any past, current or future infringement, misappropriation or violation of any of the rights above.

“Marks” means the names, marks, designs, logos, signs, word marks, 3-dimensional marks, taglines, acronyms and other insignia (whether registered or unregistered).

“Purchase Order” means any purchase order used by Atlas Translations Ltd to provide details about the specific work or Service to the Subcontractor.

“Recipient” means the Party receiving Confidential Information.

“Service” means the service described in the Purchase Order.

4. Duration

This Agreement will enter into force on the date the Subcontractor electronically agrees to having read and accepted this Agreement on the Atlas Translations Ltd.’s Supplier Portal and continues until completion of any Services subcontracted to them.

5. Acceptance

The Service will not be agreed and accepted until the Subcontractor has agreed electronically to having read and accepted the Terms of this Agreement on Atlas Translations Ltd.’s Supplier Portal, and the Subcontractor has been instructed to start providing the Service by Atlas Translations Ltd.

The Subcontractor must only agree to provide a Service within their professional area of expertise and specialism and must reject any Service outside of their professional area of expertise and specialism and/or where they would need to use artificial intelligence (AI) and/or machine translation tools while providing the Service.

6. Scope of the Service

The Subcontractor's obligations:

- a) The Subcontractor agrees to perform translation, editing, proofreading, transcreation, transcription, interpreting and/or any other service as agreed in the Purchase Order. The Subcontractor will provide such a Service to Atlas Translations Ltd in accordance with the Terms of this Agreement.
- b) The Subcontractor will provide the Service on a per-Service basis. The Subcontractor will invoice Atlas Translations Ltd based on the Purchase Order(s) received for each Service throughout the month or as agreed in writing in the Purchase Order by both Parties.
- c) Atlas Translations Ltd will not pay for any work out of scope. In case of any doubts regarding the scope, the Subcontractor must email their contact person at Atlas Translations Ltd. Any Service where the work produced is suspected or known to have been produced using artificial intelligence (AI) and/or machine translation tools will be classed as out of scope, and this could render the Fee detailed on the PO as zero.

Furthermore, the Subcontractor must:

- i. Keep Atlas Translations Ltd informed of the progress of the Service.
- ii. Keep reviewable records of work delivered as part of the Service as agreed with Atlas Translations Ltd for six (6) years after delivery.
- iii. Perform the Service to an extremely high standard showing professional care and skill, and act in a professional manner, consistent with the highest industry standards at all times. The Service must also be carried out in accordance with the Code of Conduct set out in the Purchase Order, and the Institute of Translation and Interpreting's Code of Professional Conduct.
- iv. Inform Atlas Translations Ltd immediately in writing of any difficulties the Subcontractor is facing when performing the Service and which may impact the quality of the work or the timely performance of the Service.
- v. Always consider, defend and respect the interests and the reputation of Atlas Translations Ltd, its business partners and Clients.
- vi. Not make any reference to Atlas Translations Ltd in any external written or oral communication without the prior written approval of Atlas Translations Ltd.
- vii. Understand that any deadlines mentioned in the Purchase Order are binding and not indicative, unless explicitly agreed otherwise in writing between the Parties and
- viii. Immediately inform Atlas Translations Ltd in case of any change of its details.

ix. Keep any documentation, communication and contact information provided as part of the Service strictly confidential (please refer to **Annex A - Non-Disclosure Agreement (NDA) for Subcontractors** for further information on the Subcontractor's confidentiality obligations).

Atlas Translations Ltd.'s obligations:

a) Atlas Translations Ltd will promptly provide the Subcontractor with the Input Material, information, documentation, assistance and support reasonably required to perform the Services properly and on time.

7. Relationship between the Parties

Independent Parties

In this Agreement, the Subcontractor accepts that Atlas Translations Ltd subcontracts the Service to them specifically. Only the individual named on the Purchase Order will complete the work specified in the Service. The Subcontractor must not subcontract the Service or assign any of their responsibilities under this Agreement to anyone else unless otherwise previously agreed in writing because the Subcontractor does not have the authority to do so.

Atlas Translations Ltd is under no duty or obligation to provide the Subcontractor with work at any time or of any nature other than that provided under this Agreement and in the Purchase Order. The Parties have not agreed to any exclusivity.

Atlas Translations Ltd is an independent contractor, and the Subcontractor is solely subcontracted for the Service. The Parties agree that they are both independent contractors, and the Subcontractor is subcontracted solely for the Service. Nothing in this Agreement will constitute or imply any relationship between the Parties in the nature of any partnership, joint venture, employment, agency, fiduciary relationship, or any other relationship other than the rights and obligations expressly set out in this Agreement.

Neither Party will make or hold themselves out as having authority to bind the other or make any commitments on behalf of the other in any manner.

The Subcontractor is entitled to accept and carry out services for any other sole trader, partnership, firm or contractor, except where to do so would present a conflict of interest and/or detrimentally affect their ability to provide the Service subcontracted to them in this Agreement.

The shareholders, employees, officers and agents of one Party, in the performance of this Agreement, will act only in the capacity of representatives of that Party and not as employees,

officers or agents, representatives of the other Party and so will not be deemed for any purpose to be employees of the other. As such, the Subcontractor will perform the Services without being subject to the authority of Atlas Translations Ltd but will respect the general guidelines of Atlas Translations Ltd stipulated in any of its policies provided to the Subcontractor. Any communication between the Subcontractor and Atlas Translations Ltd is deemed necessary for the proper performance of the Services and should not be deemed an expression of any relationship of authority. The Subcontractor will be solely responsible for registering its company and services with the relevant authorities and paying all taxes and social security contributions required under the applicable law. The Subcontractor agrees to fully indemnify Atlas Translations Ltd for all damages suffered by Atlas Translations Ltd due to a breach of this clause.

Non-solicitation

During the duration of this Agreement and for twenty-four (24) months after, the Subcontractor agrees not to, directly or indirectly, in any capacity (employee, independent service provider, shareholder, director, agent, intermediary etc.), whether or not for their own account, entice away or endeavour to entice away any employee, former employee or subcontractor of Atlas Translations Ltd or of any of its Affiliates, nor any Clients with whom the Subcontractor had direct contact with or any Clients with whom the Subcontractor had no contact with, without the prior approval of Atlas Translations Ltd.

The Subcontractor must not approach Atlas Translations Ltd.'s Clients for any reason, without the prior approval of Atlas Translations Ltd. If the Subcontractor has any questions about the Service, the Subcontractor must email the contact person at Atlas Translations Ltd. It is unacceptable to approach the Client directly unless Atlas Translations Ltd agrees to the Subcontractor doing so in writing. The Subcontractor agrees not to accept or solicit work from any of Atlas Translations Ltd.'s Clients.

The Subcontractor understands that carrying out this Service for Atlas Translations Ltd.'s Client means that the Subcontractor cannot work for this Client directly during the Service for the Client or after they have completed the Service for twenty-four (24) months.

Atlas Translations Ltd expects all Subcontractors to state that they are working for Atlas Translations Ltd. All future bookings should be made through Atlas Translations Ltd. Please do not exchange contact details with Atlas Translations Ltd.'s Client unless given permission to do so by Atlas Translations Ltd.

The Parties agree that the above paragraphs are reasonable. If the clauses are deemed too broad, the clauses will not be deemed void or invalid but will be limited, so the scope of the clauses is acceptable according to the applicable law.

8. Fees

Atlas Translations Ltd agrees to pay the Service Provider a Fee (“the Fee”) for the Service. The Fee and the total scope agreed upon for the Service are included in the Purchase Order.

Only when the Subcontractor confirms that they agree to the Fee, agrees electronically to having read and accepted the Terms of this Agreement and has been instructed to provide the Service, will this Fee become binding.

The Parties will agree on this Fee before the Subcontractor starts providing the Service. The Fee will be based on the Service’s description, which Atlas Translations Ltd.’s Client must provide in writing.

Any previous Fees provided for this Service are not binding upon Atlas Translations Ltd.

9. Payment

The Subcontractor cannot submit their invoice until the Project Manager confirms receipt or completion of the work carried out as part of the Service and signs it off. Atlas Translations Ltd reserves the right to refuse and/or delay payment of any invoices raised by the Subcontractor where Atlas Translations Ltd suspects or knows that artificial intelligence (AI) and/or machine translation tools have been used while providing the Service.

The Subcontractor must invoice Atlas Translations Ltd in a timely manner, within thirty (30) days of delivery at the latest, for the Fee once the Service has been delivered and the relevant work has been signed off.

Atlas Translations Ltd aims to pay Subcontractors’ invoices within fourteen (14) working days of receipt of their invoice where possible.

The Subcontractor will receive an email once Atlas Translations Ltd has signed off on a Service. The Subcontractor can then log in to their portal and submit invoices automatically. This is the only way that Atlas Translations Ltd will accept invoices.

To receive payment for the Service, the Subcontractor must provide the following information:

- invoice number
- VAT status
- bank details

10. Delivery

The Subcontractor agrees to provide the Service by the date and time mutually agreed on in writing in the Purchase Order. This delivery period only becomes binding when Atlas Translations Ltd has received and reviewed the Input Material and their Client's instructions, provided the Subcontractor with instructions to start the Service, and the Subcontractor has:

- Accepted the Terms of this Agreement on Atlas Translations Ltd.'s Supplier portal; and,
- Agreed to the instructions provided in the Purchase Order; and
- Confirmed receipt of all the material required for the Service.

The agreed deadline is the latest time Atlas Translations Ltd should receive any deliverable. The Subcontractor must do everything possible to meet the agreed deadline. If the Subcontractor cannot meet the deadline, the Subcontractor must inform the Project Manager assigned to the Service at Atlas Translations Ltd immediately of any circumstances which may affect the delivery as soon as they become aware of such circumstances. The Parties will endeavour to agree on a satisfactory solution. If the Subcontractor exceeds the agreed deadline, Atlas Translations Ltd has the right to reduce the Fee or terminate the Agreement to assign the Service to a third party.

When providing the Services, the Subcontractor must be able to ensure that a high-quality, timely and complete service will be provided for the duration of the Service. Atlas Translations Ltd reserves the right to deduct a percentage from the invoice total for lateness.

The Subcontractor agrees that if they deliver the Service late, Atlas Translations Ltd may need to reduce the Subcontractor's Fee in certain circumstances to maintain good Client relationships and meet business needs.

When providing interpreting services, the Subcontractor must be able to ensure that a high-quality, timely and complete interpretation service will be provided for the duration of the Service. The Subcontractor must make sure they arrive early to be briefed as Atlas Translations Ltd reserves the right to deduct a percentage from the invoice total for lateness.

11. Quality

Atlas Translations Ltd upholds the highest quality standards and prides itself on offering its clients the best service. It aims to ensure that its services always meet the needs of its clients in accordance with its **Quality Objectives and Quality Policy**, contractual requirements, policies and procedures, and the Subcontractor has an important role to play in the quality process.

When providing interpreting services, the Subcontractor must:

- a) Comply with Atlas Translations Ltd.'s **Interpreting Policy**.
- b) Provide faithful and accurate interpretation.
- c) Treat all information acquired in the course of your work for Atlas Translations Ltd as confidential.
- d) Observe absolute impartiality.
- e) Demonstrate a punctual, neat presentation and professional attitude.
- f) Deal with issues of trauma and other distressing matters disclosed by people or persons in a sensitive manner.
- g) Comply with security and other arrangements on Atlas Translations Ltd.'s Client premises.
- h) Carry suitable identification, such as a passport or ID card.
- i) Advise Atlas Translations Ltd immediately of any conflict of interest relating to the Service.

If the Client requires any revisions after delivery of the Service, which are reasonable and requested in good faith, the Subcontractor agrees to carry out any revisions to work delivered as part of the Service within a reasonable specified time frame and free of charge.

If the Client is not happy with the work delivered by the Subcontractor as part of the Service, Atlas Translations Ltd may contact the Subcontractor to address any Client concerns. In these circumstances, the Subcontractor agrees to spend as much time as reasonably expected to bring the work up to the highest standard expected of such a professional and deliver a Service that the Client is happy with. Failure to provide work that the Client is happy with will result in a reduced Fee as determined by Atlas Translations Ltd in accordance with their requirements to maintain good client relationships and meet business needs.

If there is a situation where Atlas Translations Ltd is not happy with the quality of the work delivered by the Subcontractor as part of the Service or the circumstances mean that Atlas Translations Ltd requires third-party assistance to deliver work that is of the highest standard, including if Atlas Translations Ltd suspects or knows that artificial intelligence (AI) and/or machine translation tools have been used to produce the work provided as part of the Service, the Subcontractor agrees that Atlas Translations Ltd may engage any person, firm, or company to perform any or all of the Subcontractor's obligations and/or assign the work to a third party. Engaging a third party's assistance will incur additional costs, and to pay these costs, the Subcontractor agrees to waive a percentage of their Fee decided upon at Atlas Translations Ltd.'s discretion according to its need to maintain good client relationships and meet business needs.

12. Variation of this Agreement

The Subcontractor agrees that they may only request any variations of this Agreement in writing via email directly to Atlas Translations Ltd. The Agreement may only be varied if Atlas Translations Ltd agrees to this in writing, and it is under no obligation to agree to any variations.

If the Subcontractor requests any variations to the Service upon which this Agreement is based at any time, which may include but are not limited to changing the delivery date or delivery method, Atlas Translations Ltd reserves the right to modify the Fee or to terminate the Agreement.

Any amendment to this Agreement and any additions or omissions can only be agreed in writing between the Parties.

13. Enforcement and Waiver

The failure of Atlas Translations Ltd in any one or more instances to insist upon strict performance of any of the Terms and provisions of this Agreement must not be construed as a waiver of the right to assert any such Terms and provisions on any future occasion or any damages caused in that way.

14. Termination and Cancellation

Atlas Translations Ltd may terminate this Agreement immediately at any time if their Client cancels the Service or fails to pay for the Service due to quality issues or breaches any other material term of their Agreement with Atlas Translations Ltd.

The notice will be sent by way of an email with a confirmation of receipt. The Subcontractor will be paid for the percentage of the Service already performed.

Terminating this Agreement will also entail the termination of any Purchase Order unless agreed otherwise between the Parties. Each Service's duration and deadline will be specified in the Purchase Order.

This Agreement and any Purchase Order may also be immediately terminated in writing via email, without respecting any notice period or notice payment, by Atlas Translations Ltd:

- a) Upon the Subcontractor's failure to cure any breach of any term of this Agreement within thirty (30) days after notice of such breach.
- b) Upon Atlas Translations Ltd.'s discovery that the Subcontractor has used artificial intelligence (AI) and/or machine translation tools while providing any Service.
- c) When the Subcontractor ceases to trade (either in whole or as to any part involved in the performance of this Agreement) or files for or is subject to a bankruptcy procedure, liquidation procedure, collective debt arrangement, receivership, and any other indication of insolvency of the Subcontractor.

In case of early termination, the Subcontractor may be remunerated only for the Service or partial service delivered unless otherwise previously agreed and unless the Subcontractor has used artificial intelligence (AI) and/or machine translation tools while providing any Service.

Any Fee would be based on the proportionate amount of the Fee for the specified Service as carried out up to the termination date.

15. General

The Service details will be provided in the Purchase Order, and this document must be accepted by the Subcontractor via email as soon as possible. Each Purchase Order will be deemed to be included in this Agreement, and any additional services or amendments are to be agreed upon between the Parties in writing. If the Purchase Order terms differ from the Terms of this Agreement, this Agreement will prevail.

If Atlas Translations Ltd.'s Client delays, postpones or terminates a Service given to Atlas Translations Ltd and subcontracted to the Subcontractor, Atlas Translations Ltd is allowed to delay, postpone or terminate the Service in writing via email without Atlas Translations Ltd needing to pay any further fees, costs or damages.

If the Subcontractor named in the Purchase Order is unable to provide the Service due to sickness, they must inform Atlas Translations Ltd immediately. Atlas Translations Ltd reserves the right to withdraw the Purchase Order or terminate the Service and may subcontract or assign the Service to a third party or may perform the Service itself.

Atlas Translations Ltd may contact the Subcontractor again to discuss any outstanding work to perform (if any). In any case, the Subcontractor may be remunerated only for the Service delivered. Any Fee would be based on the proportionate amount of the Fee for the specified Service as carried out up to the date of sickness.

16. Intellectual Property

All materials provided to the Subcontractor by Atlas Translations Ltd to allow them to provide the Service must remain the intellectual property of Atlas Translations Ltd or its Client.

The Subcontractor does not acquire any intellectual property rights concerning the Service provided. All findings, recommendations and supporting data and analyses and any other work prepared by the Subcontractor, including translation memories and CAT tool term bases, or intellectual property rights developed by the Subcontractor under or in the context of this Agreement are and will remain and will be the property of Atlas Translations Ltd or its Client.

As such, all inventions, improvements and other ideas developed or conceived by the Subcontractor in connection with the Service will be the property of Atlas Translations Ltd or its Client.

The Subcontractor will, upon Atlas Translations Ltd.'s or its Client's request, promptly execute all applications, assignments or other documents which Atlas Translations Ltd or its Client deem necessary or useful to apply for and obtain copyrights, patents and other intellectual property rights protection for such inventions and discoveries in any jurisdiction.

Without prejudice to the above, the Subcontractor agrees to unconditionally and irrevocably assign, grant and convey onto Atlas Translations Ltd or its Client all the Subcontractor's rights, title and interest, now existing or that may exist in the future, in and to any intellectual property rights in any work created by the Subcontractor according to this Agreement. If this would not be possible following the applicable laws, the Subcontractor will give an irrevocable and unconditional royalty-free worldwide licence of unlimited duration to use the rights to Atlas Translations Ltd or its Client. In such a case, the Subcontractor waives its moral rights related to the works to the fullest extent permitted by applicable laws in favour of Atlas Translations Ltd or its Client.

The Subcontractor will not submit applications for any intellectual property rights registration for any work created by the Subcontractor under this Agreement. The Subcontractor agrees that the fees mentioned in this Agreement cover all such transfers, assignments and licences.

The Subcontractor declares and agrees not to breach any rights of third parties in the performance of this Agreement, including but not limited to breaching any rights of third parties by using artificial intelligence (AI) and/or machine translation tools while providing the Service.

17. Confidentiality

Atlas Translations Ltd and the Subcontractor agree to the terms related to confidentiality obligations and protecting any Confidential Information as specified in the **Non-Disclosure Agreement in Annex A**.

18. Data Protection

The Subcontractor agrees to comply with the applicable data protection laws, including the General Data Protection Regulation (GDPR). The Subcontractor therefore specifically agrees not to use any artificial intelligence (AI) and/or machine translation tools to process any client data or material provided by Atlas Translations Ltd.

Atlas Translations Ltd refers the Subcontractor to its Privacy Policy regarding the processing of the Subcontractor's personal data.

19. Force Majeure

Atlas Translations Ltd will not be liable to the Subcontractor for any loss or damages which may result from any delay in or failure of performance of its obligations in accordance with this Agreement, which arises from any cause beyond Atlas Translations Ltd.'s reasonable control and could not have been foreseen, including but not limited to an act of God, an act of government or state, war, conflict, fire, flood, explosion, strike, riot, extreme weather conditions, power failure, infectious outbreak, pandemic, epidemic, illness, government instructions related to pandemics or epidemics or for any other reason beyond Atlas Translations Ltd.'s control. Instead, Atlas Translations Ltd will notify the Subcontractor of the circumstances, and the Parties are both entitled to withdraw from the legal agreement established in this Agreement.

If the Subcontractor cannot carry out part or all of the Service due to any cause beyond the Subcontractor's reasonable control and that could not have been foreseen, including but not limited to an act of God, an act of government or state, war, conflict, fire, flood, explosion, strike, riot, extreme weather conditions, power failure, infectious outbreak, pandemic, epidemic, illness, government instructions related to pandemics or epidemics or for any other reason beyond the Subcontractor's control, the Subcontractor must make Atlas Translations Ltd aware of such circumstances immediately. When Atlas Translations Ltd is notified of such circumstances, it may subcontract the Service to a third party or carry out the Service itself as soon as it becomes aware of the above circumstances. After such a period of force majeure, Atlas Translations Ltd may contact the Subcontractor to discuss what portion of the Service is still to be performed (if any) by the Subcontractor. The Subcontractor may be remunerated only for the Service delivered. Any Fee would be based on the proportionate amount of the Fee for the specified Service as carried out up to the date of force majeure.

20. Assignment

The Subcontractor may not assign the responsibilities under this Agreement to anyone else.

21. Liability

The Subcontractor will carry out the Service using reasonable care and skill and in accordance with the standards of the industry.

The Subcontractor is fully responsible for performing the Service and so will be liable for all damages, liabilities, costs and expenses arising out of or relating to a claim arising from any fault or negligence on its part in performing the Service, as well as any breach of this Agreement or the applicable laws. The Subcontractor will indemnify Atlas Translations Ltd and its Affiliates, partners, directors, officers, employees and agents (including successors and assignees) against any claim, legal action, proceedings or other action arising out of or relating to a claim (including reasonable legal fees and expenses) arising from any fault or negligence on its part in performing the Service, as well as any breach of this Agreement or the applicable laws. The Subcontractor will be liable for any and all consequences, damages, liabilities, claims, costs and expenses arising out of using artificial intelligence (AI) and/or machine translation tools.

Atlas Translations Ltd will, under no circumstances whatsoever, be liable to the Subcontractor, whether in contract, tort (including negligence) or restitution, or for breach of statutory misrepresentation or otherwise, for any:

- loss of profit,
- loss of goodwill,
- loss of business,
- loss of business opportunity,
- loss of anticipated saving,
- loss or corruption of data or information, or
- special, indirect, or consequential damage suffered by the other Party that arises as part of or in connection with these Terms.

The Subcontractor must have any insurance coverage that is sufficient to protect itself and Atlas Translations Ltd against all losses and damages for which the Subcontractor may be liable under this Agreement (including, where applicable general comprehensive third-party liability, public liability, professional liability).

Atlas Translations Ltd strongly recommends that the Subcontractor has professional indemnity insurance for any Service the Subcontractor provides. If the Subcontractor does not have professional indemnity insurance, the Subcontractor does so at their own risk regarding their liability to Atlas Translations Ltd, Atlas Translations Ltd.'s Client and/or any third party, whether in contract, tort (including negligence) or restitution, or for breach of statutory misrepresentation or otherwise.

22. Entire Agreement

This Agreement, including its Annex, form the entire agreement between Atlas Translations Ltd and the Subcontractor. This Agreement supersedes any prior agreements and communications between the Parties, whether oral or written. The Subcontractor confirms that they have not relied on any representations in entering into these and any other terms and conditions with Atlas Translations Ltd. Nothing in these Terms will limit liability for any fraudulent misrepresentation.

If any provision of this Agreement is held to be invalid or unenforceable, that provision will be eliminated or limited to the minimum extent necessary such that the Parties' intent is effectuated, and the remainder of this Agreement will have full force and effect.

23. Applicable law

This Agreement, and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this Agreement or its formation (including any non-contractual disputes or claims) which cannot be settled amicably, must be governed by and construed in accordance with English law. Both Parties agree to submit to the exclusive jurisdiction of the competent English courts for the registered address of Atlas Translations Ltd as regards any claim, dispute or matter arising under or in relation to this Agreement.

Annex A - Non-Disclosure Agreement (NDA) for Subcontractors

Annex A is a Non-Disclosure Agreement (“NDA”) between Atlas Translations Ltd (“the Discloser”) and the Subcontractor (“the Recipient”).

Atlas Translations Ltd takes the confidentiality of its Clients seriously, so the Subcontractor must read and sign the “Non-Disclosure Agreement (NDA) for Subcontractors” to demonstrate their commitment to respecting the confidentiality of Atlas Translations Ltd and that of its Clients.

Both Parties agree that this Non-Disclosure Agreement will supersede any agreements signed before it on the subject matter of Confidential Information provided by the Discloser to the Recipient.

The Parties and their Affiliates may provide (and/or may have provided) to each other certain Confidential Information in the context of the Agreement to which this is an Annex or this NDA. The Discloser and the Recipient agree that if the Discloser discloses information (“the Confidential Information”) to the Recipient for the sole purpose of the Service, the Discloser needs to know that the Recipient will not disclose this Confidential Information to any third parties. The Confidential Information disclosed may include but is not limited to information regarding the Discloser’s fees, terms, the Service provided, the Client’s name, information or any content and material provided for carrying out the Service.

Confidential Information does not include information that is or will be known to the general public or received in any other way (unrelated to the Service).

The Recipient will be bound by this confidentiality regardless of the termination of the Agreement to which this is an Annex or this NDA.

The Recipient’s Confidentiality Obligations

1. The Recipient acknowledges that all data, information, documents and material etc. (“Information”) which they, their employees and officers receive from the Discloser is considered a business secret of the Discloser or their Client.
2. To treat the Information as they would their own business secrets.
3. Not to disclose the Information or any copies of it, transcripts, extracts etc., to third parties or to make the Information available to third parties.
4. Not to input and/or disclose any client data or information into any artificial intelligence (AI) and/or machine translation tools while providing the Service or at any point in the future.

5. To use the Confidential Information solely for the performance of the Agreement to which this is an Annex.
6. Neither to make any use of the Information, be it commercial or otherwise, except for the completion of the Service nor to allow third parties to make such use of the information; unless with prior and explicit authorisation in writing by the Discloser. Therefore, the Recipient undertakes to make use of the Information only for those purposes which lie within the scope of the fulfilment of the Service.
7. The Recipient undertakes to disclose the Confidential Information within their own organisation only to those employees and/or officers who take part in or assist in the completion of the Service and have a need to know the information.
8. The Recipient agrees not to use the Confidential Information for any purpose other than the Service provided.
9. The Recipient must:
 - a) keep all aspects of the Confidential Information provided and used as part of the Service strictly confidential.
 - b) keep the Confidential Information secure, whether in physical or electronic form.
 - c) not disclose any Confidential Information or any aspect of the Service provided to any third party without the Discloser's prior written consent, and then only under conditions of confidentiality approved in writing by the Discloser.
 - d) use the same degree of care to protect the confidentiality of the Discloser as the Recipient uses to protect the Recipient's own confidential information of a similar nature, exercising at least a reasonable degree of care and taking all reasonable precautions necessary and appropriate to protect the confidentiality of the Confidential Information.
 - e) not use any of the Discloser's Confidential Information for any purpose other than the Service requested.
 - f) not make any copies, reduce to writing or otherwise record the Confidential Information in whole or in part except as strictly necessary for the Service (and any such copies, reductions to writing and records will be the property of the Discloser).
 - g) return all information, materials and property connected with the provision of the Service and/or belonging or relating to the Discloser and their Clients. The Recipient will immediately return to the Discloser any and all materials containing Confidential Information received by it under the Agreement to which this is an Annex, notwithstanding the reasons for termination at the first request of the Discloser.
 - h) permanently delete such information from any computer system, storage device (online and physical) or handheld device in their possession or under their control if requested to do so by the Discloser, except for work delivered as part of the Service and copies of which must be kept for as long as the Recipient is required to do so under the applicable law.

10. Upon completion of the Service, the Recipient must immediately cease to use the Discloser's Confidential Information, and the Recipient must destroy upon request any physical and electronic copies of any Confidential Information provided by the Discloser immediately. Also, any copies, reprints, reproductions or notes(including any analysis) of Confidential Information in any medium whatsoever must be immediately returned to the Discloser or destroyed by the Recipient.
11. The Recipient's confidentiality obligations above apply to all of the Confidential Information disclosed by the Discloser to the Recipient before and after the signature of the Agreement to which this is an Annex and this NDA, regardless of the way or form in which it is disclosed or recorded.
12. The Recipient's confidentiality obligations will remain in force indefinitely following the completion of the Service or termination or cancellation of the Agreement to which this is an Annex or this NDA.
13. All Confidential Information disclosed by the Discloser remains their property or the Client's property, and they reserve all rights in this Confidential Information. No rights,including, but not limited to, any and all intellectual property rights regarding the Confidential Information, are granted to the Recipient.
15. Where the Confidential Information disclosed is in tangible form, for example,written material, photographs, samples or electronic data, then such material will remain the property of the Discloser or its Clients. The Discloser is entitled to demand the return of such material, including any copies, from the Recipient, and the Recipient agrees to return such material upon written demand of the Discloser.
16. The disclosure of Confidential Information by the Discloser will not form any offer, representation or warranty on their part to enter into any other agreement concerning the Service.
17. No breach of any provision of this NDA will be waived.
18. The Recipient agrees that any breach of the terms of this NDA by any such shareholder, directors, officers, employees,consultants, professional advisors and attorneys will be deemed to be a breach of this NDA by the Recipient.
19. If any provision of this NDA is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted. The rest of the provision will continue in effect (unless that would contradict the clear intention of the Parties, in which case the entirety of the relevant provision will be deemed to be deleted).
20. No other written document may vary this NDA.
21. Without the prior written consent of the Discloser, the Recipient may not assign,transfer, charge, licence,or otherwise deal in or dispose of any contractual rights or obligations under this NDA.

22. This NDA is made for the benefit of the Parties and the Discloser's Clients. The Parties' rights to terminate, rescind, or agree to any amendment, waiver, variation, or settlement under or relating to this NDA may be subject to the consent of the Discloser's Clients.

23. Nothing in this NDA will exclude or limit any liability of either the Discloser or the Recipient for fraud or fraudulent misrepresentation or any other liability of either of them that may not be excluded or limited under applicable law.

24. Nothing in this NDA will prevent the Recipient from disclosing the Confidential Information required by law or any competent authority.

25. This NDA will constitute the entire agreement between the Parties concerning the subject matter of this NDA. It will supersede all previous agreements, arrangements, and understandings between the parties regarding Confidential Information and any subsequent terms and conditions or terms of business provided by the Recipient and signed by the Discloser.

Breach

If any Confidential Information has been compromised, the Recipient must contact the Discloser immediately. Under no circumstances should the Recipient contact the Service Provider's Client directly.

The Recipient agrees that in the event of a breach or threatened breach of the terms of this NDA:

- a) the Recipient acknowledges that the Confidential Information is valuable and unique, and that disclosure will result in irreparable injury to the Discloser;
- b) and the Discloser will be entitled to an injunction in addition to and not in lieu of any other legal options, including claiming damages.

Applicable Law

This NDA, and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this NDA or its formation (including any non-contractual disputes or claims) which cannot be settled amicably, must be governed by and construed in accordance with English law. Both Parties agree to submit to the exclusive jurisdiction of the competent English courts for the registered address of the Discloser as regards any claim, dispute or matter arising under or in relation to this NDA.

Atlas Translations Ltd, the Company and Discloser

Signed: _____
Name: Clare Suttie
Title: Director of Atlas Translations Ltd
Date: _____