

Supplier Agreement

1. Parties

This supplier agreement (the 'Agreement') is entered into between:

- Semantix AS, registration number NO991767096,
- Semantix A/S, registration number DK18302691,
- Semantix Finland Oy, registration number FI0836525-8,
- Semantix Språkcentrum AB, registration number SE556272-8997,
- Semantix Eqvator AB, registration number SE556560-0854,

or any other company being part of the Semantix group of companies ('Semantix') from time to time as defined in the Purchase Order (as defined below), and

Name: _____

Company Name (if applicable): _____

Registration/VAT Number: _____

(the 'Supplier'). Unless specified as either Freelance Supplier or Agency Supplier, 'Supplier' refers to both categories.

Both parties together are referred to as 'Parties' and separately as 'Party'.

Semantix has the right to benefit from this Agreement, either itself, or through any company being a part of the Semantix group from time to time.

2. Definitions

Freelance Supplier – A sole trader, who has no employees or subcontractors, regardless of whether the sole trader is engaged as a private person or under a company.

Agency Supplier – An agency providing translation services, either by inhouse translators or subcontractors.

3. Scope

This Agreement regulates conditions for the purchase and delivery of language services.

4. Required professional qualifications of translators

A Supplier providing translation, revision, review, proofreading or other translation-related services must meet at least one of the following three criteria:

- a) a recognised graduate qualification in translation from an institute of higher education;
- b) a recognised graduate qualification in any other field from an institute of higher education plus a minimum of two years of full-time professional experience in translating; or
- c) a minimum of five years of full-time professional experience in translating.

For DTP suppliers, copywriters etc., the requirements will be described separately.

4.1 For Agency Suppliers only: Requirements for inhouse team and subcontractors

An Agency Supplier is entitled to engage consultants and subcontractors to perform assignments under this Agreement. However, the Agency Supplier must guarantee that any member of its inhouse translation team providing services to Semantix and/or any of its subcontractors meet the requirements set out in section 4 or otherwise agreed between the Parties.

If a specific translator has been approved by Semantix for a certain customer, the Agency Supplier must assign all translations from that customer to that translator, unless otherwise agreed between the Agency Supplier and Semantix.

5. The Assignment

5.1 General

5.1.1 Presentation/acceptance of assignment

Semantix may contact the Supplier orally or in writing to present an assignment (the 'Assignment') and related conditions. Provided there is no conflict of interest (e.g. something that undermines the Supplier's impartiality, cf. sections 5.9 and 7.3) and the Supplier accepts the Assignment, Semantix will issue a purchase order (the 'Purchase Order') to the selected Supplier containing information regarding the Assignment and the compensation payable to the Supplier. For Assignments where machine translation (MT) is used, cf. section 5.5 regarding Purchase Order.

5.1.2 Responsibility for taxes

Unless otherwise explicitly agreed (through presentation by the Supplier of a tax card [Swe. A-skattsedel] or similar), the Supplier is responsible for the due payment of any and all taxes attributable to the Assignment, and Semantix has no obligation to withhold any taxes. Any non-fulfilment on the part of the Supplier to pay taxes due entitles Semantix to terminate the Agreement without notice.

5.1.3 Subcontractors

Freelance Suppliers are not entitled to engage subcontractors or other third parties to carry out the Assignment or parts of the Assignment, such as proofreading, without the prior written consent of Semantix. Should a Freelance Supplier engage a third party in connection with an Assignment (e.g. a proofreader, a specialist or a consultant), this party must sign Semantix' Non-Disclosure Agreement (NDA).

An Agency Supplier must have a signed supplier agreement and an NDA with all of its subcontractors, covering the same parts as the Agreement and NDA between Semantix and the Agency Supplier.

5.1.4 Assignments including personal data

To ensure protection of personal data, some Assignments must be carried out within the EU/EEA area, or a country that guarantees an adequate level of protection according to the European Commission. This means that the Supplier cannot be based outside this area (even for a short period of time, such as a holiday) when carrying out the Assignment. Semantix will inform the Supplier when a Customer or a specific Assignment must be handled within the

EU/EEA. For such Assignments, the Supplier may also need to sign a separate agreement covering personal data processing.

5.2 The Semantix Ethics Policy and Code of Conduct

The Supplier must at all times perform the Assignment in accordance with the Semantix Ethics Policy and Code of Conduct, cf. Appendix 1.

Agency Suppliers must ensure that all of its subcontractors respect and adhere to the same principles.

5.3 Delivery

The Supplier undertakes to deliver a final version of the Assignment to Semantix in accordance with this Agreement and the instructions received in connection with the Assignment, and in accordance with the delivery time and any other conditions stated in the Purchase Order.

5.4 Contact with the customer

The Supplier may not contact companies which the Supplier knows to be customers of Semantix (either in connection with an Assignment or for marketing purposes) without the prior written consent of Semantix. However, the Supplier acknowledges and agrees that Semantix may instruct the Supplier to contact the customer directly during the Assignment.

5.5 Compensation

The Supplier is entitled to compensation according to the information set out in the Purchase Order and additional Assignment instructions as agreed between the Supplier and Semantix.

Unless otherwise agreed between the Supplier and Semantix, the price must be calculated on the basis of the *source* material received by Semantix from its customer.

CAT tools must be used as instructed by Semantix.

MT will be applied as a resource when applicable. The Supplier will receive a preliminary Purchase Order based on a pre-analysis against the translation memory. The final Purchase Order will be based on a post-analysis determining the extent to which the Supplier has chosen to benefit from MT segments.

Unless otherwise agreed, Semantix' default CAT scale is:

| Match type | Percent of rate |
|-------------|-----------------|
| 101% | 0% |
| Repetitions | 15% |
| 100% | 15% |
| 95-99% | 20% |
| 85-94% | 50% |
| 75-84% | 50% |
| 50-74% | 100% |
| No match | 100% |

The price according to the Purchase Order must include:

- a) translation or other related language service;
- b) check before delivery of the Assignment in accordance with section 5.6; and
- c) implementation of relevant corrections according to the validation from the customer and/or Semantix (preferential changes and additional text to be paid separately).

5.6 Check of Assignments

For translations, the following must be checked and ensured by the Supplier prior to delivery to Semantix:

- a) that the full meaning of the source text has been reproduced, with semantic accuracy of the target language content;
- b) that the syntax, spelling, punctuation and figures are correct;
- c) that the terminology is consistent and follows the specific domain and customer terminology and/or other reference material provided;
- d) that the translation is idiomatically correct;
- e) that any required target group adaptation has been carried out;
- f) that any reference material and customer style guide provided have been used, and target audience has been considered;
- g) that the Assignment has been delivered in accordance with the Purchase Order and other Assignment instructions.

If the translation tool used features a QA check, this check must be carried out. For certain Assignments regarding translation and for other Assignments (e.g. revision, review, proofreading and DTP), Semantix may stipulate additional components and quality requirements in the Assignment instructions supplied by Semantix or in the Purchase Order.

5.7 Cancellation of Assignments

Semantix is at all times entitled to cancel parts of an Assignment that have not yet been performed by the Supplier.

If an Assignment is cancelled, in whole or in part, for reasons not attributable to the Supplier, the Supplier is entitled to compensation for work actually done.

5.8 Intellectual property rights and ownership

Semantix (or its customer) owns the right to freely use all materials created by the Supplier and the rights that arise – including all intellectual property rights – in connection with the Assignment under this Agreement, including but not limited to term bases, translation memories, format templates and material for delivery. This is in accordance with the requirements in Semantix' customer agreements.

Semantix (or, as applicable, the customer) must also have the right to amend and alter any results of the Assignment and to assign and licence any and all rights thereto to third parties.

The Supplier will not be held responsible for errors due to changes done by Semantix or the customer after delivery. For the purpose of this Agreement, 'term bases' refer to term bases prepared by Semantix and provided to the Supplier for updating or adding of target language terms as part of the Assignment.

Translation memories and additions to term bases provided by Semantix in connection with the Assignment are the property of Semantix, and Semantix is entitled to make use of these materials as it deems fit.

In the event of the cancellation or withdrawal of Assignments, or the termination or cancellation of the Agreement, the Supplier must immediately delete the material received from Semantix.

5.9 Conflict of interest etc.

If the Supplier, once the Assignment has been received, has reason to believe that a conflict of interest exists as regards the performance of the Assignment, the Supplier must immediately notify Semantix and give up the Assignment.

5.10 Undertakings of Semantix

5.10.1 Reference material

Semantix must, to the extent needed for the work of the Supplier, provide the Supplier with information regarding the intended use, target group, language variant and degree of adaptation of the target material. The Supplier must request any additional information necessary to perform the Assignment.

5.10.2 Payment

Unless otherwise agreed, Semantix must pay the Supplier no later than _____ after the invoice date, provided the invoice is correct and all errors pointed out in an Assignment have been rectified. Should the Assignment be subject to customer validation, any corrections must be implemented by the Supplier in accordance with section 5.5 c).

5.11 Undertakings of the Supplier

5.11.1 Competences

The Supplier undertakes to perform the Assignment in accordance with this Agreement. Should the Supplier consider the Assignment to be outside its area of competence, Semantix must be informed of this without delay.

5.11.2 Quality and delivery

All Assignments delivered by the Supplier must meet the quality requirements as stipulated by Semantix, cf. section 5.6 (Check of Assignments).

6. Security and confidentiality

6.1 Confidentiality

The Supplier has signed a Non-Disclosure Agreement with Semantix and, where relevant, with Semantix' customer, cf. Appendix 2. The Supplier must in addition to the provisions herein act in compliance with the content of the Non-Disclosure Agreement at all times.

The Supplier agrees to keep confidential:

- a) all information and documentation provided by the customer or Semantix in an Assignment for Semantix;

- b) the content of this Agreement and any other agreements between Semantix and the customer or between Semantix and the Supplier;
- c) all terms and all prices agreed between Semantix and the Supplier.

6.2 Information Security Policy and Guidelines

The Supplier agrees to protect information from Semantix and Semantix' customers from being shared unintentionally, with particular regard to the General Data Protection Regulation, and work in accordance with Semantix' Information Security Policy and Guidelines, which can be found [here](#).

6.3 Electronic communication and login information

All login information provided by Semantix is confidential and subject to the terms of the Non-Disclosure Agreement, and hence may not be disclosed to another party without the prior written consent of Semantix. All login information provided by Semantix must be stored in a manner that ensures access to authorised parties only. All communication with Semantix and any consultants or subcontractors must take place according to the instructions received from Semantix.

7. Marketing and non-compete etc.

7.1 Marketing

The Supplier may not and undertakes not to, during a period of six (6) months after the completion of an Assignment for a specific customer of Semantix, market the services of its own company or any other company against such customer.

This restriction does not apply in relation to customers acquired by Semantix through a public procurement procedure.

The Supplier may not use Assignments as reference assignments in CVs, LinkedIn, job applications etc. or for the purpose of procurements or similar, without the prior written consent of Semantix. A breach of this provision will be considered extensive.

7.2 Non-compete

The Supplier may not and undertakes not to, during a period of six (6) months after the completion of an Assignment for a specific customer of Semantix, accept direct Assignments from such customer, without the prior written consent of Semantix. This restriction does not apply in relation to customers acquired by Semantix through a public procurement procedure.

7.3 Previous Assignments

If the Supplier has carried out Assignments for the benefit of a specific customer prior to an Assignment (see section 5.9, Conflict of interest etc.), the Parties must in good faith discuss and agree to what extent the Supplier is bound by the provisions in sections 7.1 (Marketing) and 7.2 (Non-compete) towards this customer.

8. Breach of Agreement and limitation of liability

8.1 Faults and defects

The Supplier is responsible for faults and defects that arise when performing the Assignment and must correct faults and defects without being entitled to additional compensation, unless the fault or defect is the fault of Semantix or a customer of Semantix.

If the final delivery does not meet the quality requirements set out in section 5.6 (Check of Assignments), Semantix is entitled to a price reduction. This reduction shall be based on a second review and be fairly calculated and based on the severeness of the error and the compensation to the customer. Compensation according to this section 8.1 may never exceed the total value payable under the outstanding Purchase Order.

Semantix must inform the Supplier in writing about any and all faults and defects which Semantix or the customer has noticed in an Assignment, within 90 days of the final delivery of the Assignment. If Semantix does not inform the Supplier of such faults or defects within the 90-day period, the Supplier is no longer responsible for faults or defects in the Assignment. However, the Supplier is always responsible for faults and defects which the Supplier is aware of or becomes aware of within the 90-day period regardless of Semantix' information about the fault or defect in question.

Price reduction according to this section does not limit Semantix' right to damages in accordance with section 8.3 or other remedies.

8.2 Delayed delivery

The Supplier must inform Semantix as soon as the Supplier has reason to believe that the Supplier will be unable to meet a deadline agreed between the Supplier and Semantix.

Unless a delay is attributable to Semantix or a Force Majeure event as set out in section 8.5, Semantix shall be entitled to a penalty based on the agreed price of the delivery in delay if:

- a) the Supplier does not inform Semantix beforehand about the delay;
- b) Semantix or Semantix' customer sets a new later deadline and the Supplier does not respect such new deadline.

The penalty shall correspond to 10 per cent of the price payable for each full hour by which a delivery is delayed, up to a maximum of five (5) hours. If the delivery is delayed by five (5) hours or more, Semantix has the right to immediately terminate any undelivered parts of the Assignment.

The Supplier's delay will be calculated based on Semantix' regular business hours which are Monday-Friday 8.00-17.00 (local time for the relevant Semantix company), during which time Semantix will perform its deliveries to customers.

8.2.1 Compensation for replacement work

Semantix is entitled to compensation for replacement work in addition to the penalty set out in section 8.2, with an amount equal to the difference between the penalty received and the higher cost for the replacement work (e.g. express fee to another translator) that Semantix has incurred due to the delay.

8.3 Damages and limitation of liability

If the Supplier commits a breach of this Agreement other than what is set out in section 8.2, or otherwise through negligence causes Semantix to incur or suffer damages, loss, costs or liabilities, Semantix shall be entitled to damages equal to the actual damages, loss, costs or liabilities incurred or suffered by Semantix due to the breach. This amount must be fairly calculated.

For Freelance Suppliers, the maximum amount payable is limited to three thousand euros, (EUR 3,000) for each such breach or other action set out above. If the damages have been caused through gross negligence or willful misconduct (i.e. where the Supplier could have predicted that the act would harm Semantix), the limitation of liability shall not apply.

No limitation of liability shall apply for Agency Suppliers.

8.4 For Agency Suppliers only: Liability insurance

For the duration of the Agreement, the Agency Supplier must have liability insurance that covers damage caused by the Agency Supplier in the course of carrying out Assignments under this Agreement. On request, the Agency Supplier must give a copy of the insurance policy to Semantix.

The Agency Supplier has the same liability for work performed by subcontractors and consultants as for work performed by the Agency Supplier itself.

8.5 Force Majeure

No Party is responsible for damage that may arise due to circumstances that are outside the control of the Parties, including but not restricted to fire, lightning, natural disasters, strikes, boycotts, labour conflicts, war, mobilisation or an unforeseen military call-up on a corresponding scale, currency restrictions, faults or defects in energy supply, telecommunications including network communication, uprisings and riots or comparable circumstances or unforeseen actions by public authorities ('Force Majeure'). A Party must immediately notify the other Party that there is a Force Majeure impediment.

8.6 Term and termination

This Agreement enters into force when duly signed by the Parties and shall be valid until further notice, however with a notice period of one (1) month for each Party. Any undertaking of confidentiality shall survive the Agreement with at least twelve (12) months counting from the date of termination, or for as long as the information is considered confidential by Semantix or its customer.

Notwithstanding the foregoing, either Party may terminate this Agreement with immediate effect if the other Party

- a) fails to fulfil its obligations under this Agreement, provided that such failure is of material importance to the Party; or
- b) has taken general measures to cease payment of its debts, initiated negotiations for a general agreement with its creditors, been subject to an application for bankruptcy proceedings or has entered into composition, reorganisation or similar arrangements with its creditors, is wound up, goes into liquidation or has a receiver appointed for all or any part of its assets.

Before the Agreement is terminated in accordance with a) above, the fault must be pointed out in writing to the other Party. Failure by the other Party to remedy the fault within thirty (30) days of this notice shall be cause for termination of this Agreement with immediate effect.

9. The Supplier's processing of personal data

The requirements for processing personal data are defined in the Data Processing Appendix (3), and, where relevant, in separate consent declarations.

10. Semantix' processing of the Supplier's personal data

For the contract between Semantix and the Supplier to be fulfilled, the Supplier is obliged to provide personal data. Semantix processes this personal data (including the Supplier's first name, last name, address, contact details, registration number/personal identification number, photo, country of origin, mother tongue, gender, professional qualifications, deviations, availability, quality, delivery time, response time, service level, source and target languages, customer relations, purchases and other financial information relevant to this Agreement, overview of services provided to Semantix and information provided willingly by the Supplier by email or as noted in his or her CV) for the following purposes:

- a) general supplier and customer management;
- b) project management; and
- c) accounting and auditing.

The processing of personal data includes any operation or set of operations performed on personal data, such as collecting, organising, storing, retrieving, consulting, using, disclosing, disseminating and otherwise making available the personal data. In the event that an Assignment is subject to automatic decision-making, the decision will be based on professional qualifications, deviations, availability, quality, delivery time, response time, service level, source and target languages, customer relations and price. In such event, the Supplier will be informed of the effect of such decision-making.

The Supplier's personal data can be shared within Semantix and, when necessary, with Semantix' customers, business partners and competent authorities. The personal data may be processed outside the European Union for the purposes mentioned only if model clauses or similar suitable safeguards (Privacy Shield) are in place.

Semantix must at all times ensure that the processing of the Supplier's personal data meets the requirements in the General Data Protection Regulation and the Swedish Accounting Act. The personal data will be stored for the duration of the contract, and for as long as required according to Swedish law (e.g. the Swedish Accounting Act). Semantix shall delete the Supplier's personal data as soon as it is no longer necessary for the purposes for which it was collected, in accordance with the above requirements. Data (e.g. CVs, tax or credit information) can be shared with customers and potential customers (e.g. in private or public tenders), but before sharing this data, Semantix must obtain the Supplier's approval.

The Supplier can fill out a form at www.semantix.se or send an email to privacy@semantix.se to exercise his or her rights as a data subject:

- right of access to information about the personal data that Semantix process;
- right of rectification and erasure, if the personal data is incorrect or unnecessary for the purposes for which it was collected;
- right to restrict or object to further processing of the personal data;

- right to have the personal data transferred, if technically possible, to another controller;
- right to information and contact regarding automated decision-making, including profiling.

In case the personal data is not processed in accordance with this information or with the General Data Protection Regulation (EU) 2016/679, the Supplier is entitled to file a complaint with the Swedish Data Protection Authority.

11. Governing law and jurisdiction

This Agreement shall be governed by Swedish law. However, if both the Semantix entity and the Supplier are domiciled outside Sweden, but in the same jurisdiction, the laws of such jurisdiction shall instead govern this Agreement. Any dispute regarding the validity, interpretation or application of this Agreement shall be settled at a court of general jurisdiction with Stockholm City Court as the court of first instance. If requested by the Supplier, the Parties must in good faith discuss if it is preferred to have the dispute resolved by a Finnish, Danish or Norwegian court.

When the Non-Disclosure Agreement is enclosed as an Appendix to the Supplier Agreement, the terms regarding governing law and jurisdiction of the Supplier Agreement apply before the section about governing law and jurisdiction in the NDA.

12. Appendices and priority

12.1 General

This Agreement terminates and supersedes all prior agreements on the subject matter hereof. This Agreement may be modified only by a future written agreement that is duly executed by Semantix and the Supplier.

12.2 Appendices

The following appendices are included in this Agreement:

1. Semantix Ethics Policy and Code of Conduct
2. Non-Disclosure Agreement
3. Data Processing Appendix

12.3 Priority of contract documents

If the contract documents contain conflicting provisions, the following priority applies unless otherwise clearly indicated by the circumstances:

1. This Agreement
2. The Purchase Order
3. Appendices to this Agreement

This Agreement has been drawn up in two copies, of which each Party has received one.

[Name Company]

Semantix

Place and date

Place and date

[Name]
[Title]

[Name]
[Title]