

WIEDEMANNI TÖLKEBÜROO OÜ
GENERAL TERMS FOR THE PROVISION OF TRANSLATION SERVICES

1. GENERAL TERMS AND CONDITIONS

- 1.1. These general terms and conditions (hereinafter the General Terms and Conditions) regulate the rights and obligations of the parties for the provision by Wiedemanni Tõlkebüroo OÜ (hereinafter WTB) of translation services to the contracting entity ordering the translation service (hereinafter the Client).

2. TRANSLATION SERVICE

- 2.1. WTB will provide the translation service to the Client on the basis of the order submitted by the Client and according to the procedure and on the terms agreed upon in the contract for provision of the translation service and the General Terms and Conditions.
- 2.2. The purpose of the provision of the translation service is the conveyance of the information contained in the source language text to the target language text (translation) with the precision and completeness corresponding to the purpose of the use of the translation.
- 2.3. The translation service includes the following services: written translation and oral interpretation, text editing, notarized translation, sworn translation services, translation layout design, multimedia translation and animation, website translation, and language training (hereinafter the Service).

3. RIGHTS AND OBLIGATIONS OF THE PARTIES

Client's rights and obligations

- 3.1. WTB and the Client will agree on the purpose, deadline and other conditions not specified in the General Terms and Conditions separately (including the delivery format of the translation).
- 3.2. The Client undertakes to disclose to WTB the purpose and target group of the translation. In the event that the purpose of the translation is not disclosed, the parties will deem the purpose of the translation to be regular use (i.e. for informative purposes). The Client has the right to use the translation only for the purpose indicated. If the Client uses the translation for a purpose other than what was communicated to WTB, WTB will not be responsible for any damage that may arise.
- 3.3. The Client undertakes to provide WTB with the additional information and materials necessary for completing the translation, including providing WTB with explanations upon the latter's request concerning terminology etc. used in the translated text within an agreed time.
- 3.4. The Client has the right to require the performance of the agreed translation and its receipt at the agreed time. The Client does not have the right to require the performance of the translation within the agreed term if the Client delays sending the documents and any other information necessary for completing the translation to WTB.
- 3.5. The Client has the right to receive the translation in the manner agreed upon with WTB. If the parties have not agreed upon the manner of delivery of the translation, the translation shall be delivered in the manner that the work was sent to WTB.
- 3.6. The Client shall have the right to submit complaints about the quality of the translation within 14 calendar days of receipt of the translation, unless the parties have agreed otherwise.
- 3.7. The Client has the right to cancel the order at any time.
- 3.8. If the Client cancels the order after having confirmed the WTB order and WTB has commenced the translation process, the Client will compensate WTB in full for the part of the work that has already been completed by the time of notification of the cancellation of the order.

WTB's rights and obligations

- 3.9. WTB has the right to require the Client to pay the agreed fee.
- 3.10. WTB has the right to receive additional information, explanations and specifications concerning the text being translated (including terminology, abbreviations etc.) at the agreed time.
- 3.11. WTB undertakes to ensure the completion of the translation by the deadline agreed with the Client. The presumption for meeting the deadline agreed upon between the parties is that the Client has submitted the materials and information necessary for the completion of the translation to WTB in a timely manner and by the agreed-upon deadline.
- 3.12. WTB undertakes to notify the Client immediately of matters restricting the completion of the translation, including the illegibility of the submitted material (documents). Upon failure to rectify the issues hindering the translation, WTB will not be responsible for faults in the translation caused thereby.
- 3.13. WTB will store the translation made upon the Client's order and the submitted materials and documents (i.e. source materials) for 2 months. The parties may separately agree on a different duration of storage. If the Client does not come to claim the documents, WTB has the right to destroy them.

4. COPYRIGHT

- 4.1. Copyright shall arise for the work (translation) created by WTB in the course of providing the Service. The right of ownership and the economic rights of the author to the work (translation) created by WTB in the course of the provision of the Service shall be transferred to the Client as a set of rights for the entire term of validity of the copyright without territorial restrictions upon delivery of the translation to the Client.
- 4.2. The economic copyright of the translation shall not transfer to the Client before the Client has paid WTB the sum payable for the preparation of the translation in full. The Client may use the translation only after payment of the sum payable for the translation in full if the parties have not separately agreed otherwise.
- 4.3. The Client is responsible for ensuring that the copyright of third parties is not violated through the ordering of the Service from WTB and by WTB's provision of the Service.

5. CONFIDENTIALITY

- 5.1. Considering that WTB provides the Service to the Client, the parties declare that the Client may disclose certain confidential information to WTB about the Client itself and its clients and employees in the course of the provision of the Service (hereinafter Confidential Information), which shall include the following information: (i) information about the person, economic situation, transaction, accounting, and any other data and/or rules of procedure of the Client itself and/or its client and/or employee; (ii) information about the plans or strategic decisions of the Client itself and/or its client and/or employee; (iii) any other information about an activity of the Client itself and/or its client and/or employee that is not public.
- 5.2. WTB undertakes (i) to keep Confidential Information strictly secret, implementing modern data protection and other appropriate measures for that purpose; (ii) not to use confidential information in its interests or to let third parties use confidential information in their interests; (iii) to return to the Client at its first request all media (including copies) that contain Confidential Information; (iv) to ensure that its employees, representatives, consultants, subcontractors and other persons related to it perform this obligation of confidentiality; (v) not to disclose to third parties information that has become known to it in relation to the provision of a translation service and/or a contract for the provision of the translation service or work given to WTB for translation by the Client.
- 5.3. Disclosure of Confidential Information to third parties is only permitted with the prior written consent of the other party or in cases and according to the procedure expressly prescribed

by the legislation of the Republic of Estonia. Disclosure of Confidential Information also means the interpretation, copying, reproduction and/or direct or indirect dissemination and/or publication in any other manner of the information to third parties.

- 5.4. WTB undertakes to use the information received from the Client only for the purpose of performing the contract for the provision of the translation service, i.e. preparing the translation ordered by the Client. WTB will take measures to avoid the confidential information becoming known to persons not authorized therefor. In order to do this, WTB undertakes to store the Client's documents securely until the delivery of the completed translation to the Client. WTB guarantees that the information transferred by the Client will remain confidential (in its data files and/or any other manner), including after the translation work agreed upon with the Client has been completed and delivered to the Client.
- 5.5. WTB will ensure full compliance with the Data Protection Act and the relevant rules in its sphere of responsibility. The parties will agree upon the need for the implementation of additional data protection requirements separately.
- 5.6. The confidentiality obligation established in clause 5 will remain valid indefinitely.

6. FEE AND PROCEDURE FOR PAYMENT

- 6.1. The Client will pay a fee to WTB for the provision of the Service according to the contract for the provision of the translation service, the price offer submitted by WTB, or an invoice prepared according to WTB's price list.
- 6.2. The volume of the texts is generally calculated on the basis of the number of words in the source text, unless the parties have agreed otherwise. The price of the Service may also be calculated on the basis of other units agreed upon by the parties, such as hours, lines, pages, characters etc.
- 6.3. The price payable is determined according to the original volume of the translation. The price of the translation work may also differ depending on the language pair(s) ordered and/or the specifics of the texts (i.e. the price of translating complex area specific texts may be higher) or due to other specifics of the translation work that WTB must apply for the performance of the translation work.
- 6.4. If the Client does not notify WTB of the special conditions of the translation or does not submit the document being translated to WTB at the time of making the price request, WTB will only submit a preliminary assessment of the cost of the translation to the Client, which will not constitute a binding offer.
- 6.5. Sums payable for the translation work will be paid to WTB's settlement account by bank transfer, unless the parties have agreed otherwise. WTB has the right to require an advance payment, deposit or payment in installments.
- 6.6. The payment term for payment of the translation is deemed to be the date provided on the invoice. The above also applies if the translation created in the course of the provision of the translation service cannot be delivered to the Client for reasons independent of WTB, as well as in the event that the Client does not come to claim translations deliverable on paper or in another physical format.
- 6.7. If the Client cancels an order, it is liable to pay WTB for the pages translated by the moment of cancellation.

7. LIABILITY

- 7.1. The parties will perform the obligations arising from the General Terms and Conditions and the contract for the provision of the translation service appropriately, reasonably, in good faith, following due diligence, and considering customs and practices.
- 7.2. The parties are not liable for failure to perform an obligation if such failure is due to force majeure or another circumstance independent of the parties that the party that failed to perform the obligation was unable to influence and the preclusion of which could not have been expected of it pursuant to the principle of reasonableness.

- 7.3. The Client has the right to submit a complaint to WTB regarding the quality of the translation within 14 calendar days of receipt of the translation. The Client does not have the right to submit a complaint if the source text submitted for the performance of the translation was illegible or difficult to read or incomprehensible for some other reason.
- 7.4. If the complaint submitted by the Client is justified, the parties will agree separately on a deadline, during which WTB shall rectify the faults in the translation at its own expense.
- 7.5. Submitting a complaint or a desire to make changes in the translation does not give the Client the right to delay payment of the sum payable for the translation.
- 7.6. Unless the parties have separately agreed otherwise, WTB will not be responsible for (i) stylistic changes, changes of specific terms, abbreviations; (ii) correctness of the transliteration of names or addresses from or into a non-Latin alphabet; (iii) incompatibility of the translation with the Client's software, if the translation is delivered in electronic format; (iv) performance of a comprehensive quality check if the translation work has been ordered as express work; or (v) errors in the translation that have been caused by errors in the original material (i.e. source language text).
- 7.7. Upon delay in the payment of its financial obligations, the Client will be obligated to pay default interest in the amount agreed upon in the contract for the performance of the translation service or noted on the invoice submitted by WTB.

8. APPLICABLE LAW AND RESOLUTION OF DISPUTES

- 8.1. The law of the Republic of Estonia applies to the General Terms and Conditions; any contracts concluded for the provision of the translation service, their performance and interpretation; and the resolution of disputes arising from the contract.
- 8.2. Disagreements arising between the parties will be resolved through negotiation. If the parties are unable to resolve disagreements that have arisen in this manner, the complaint shall be submitted in writing or in another agreed manner.
- 8.3. Circumstances and documents relating to the complaint must be referred to in the complaint. WTB will review the complaint and provide notification of the decision in the agreed manner within 7 working days from the date of submission of the complaint.
- 8.4. If the parties do not reach an agreement, the dispute will be resolved by the Consumer Disputes Committee operating with the Consumer Protection Board, or by a court.
- 8.5. Litigation between the parties will be resolved in the court of location of WTB, if the parties have not agreed otherwise or if it does not otherwise arise from the imperative provisions of the law.

9. FINAL PROVISIONS

- 9.1. Amendments to and supplementation of the contract for the provision of the translation service is possible upon agreement between the parties. WTB has the right to amend the General Terms and Conditions unilaterally by publishing the new general terms and conditions on WTB's website. The new general terms and conditions shall enter into force from publication.
- 9.2. In matters not regulated in the contract for the provision of the translation service and/or the General Terms and Conditions, the parties will be guided by the provisions of the legislation of the Republic of Estonia.
- 9.3. If any provision of the General Terms and Conditions is deemed null and void, this will not affect the validity of the other provisions.
- 9.4. In the event of a conflict between the General Terms and Conditions and the contract for the provision of the translation service between WTB and the Client, the contract for the provision of the translation service prevails.
- 9.5. The General Terms and Conditions are established by WTB and apply to all contracts for the provision of the translation service. The General Terms and Conditions are an integral part of contracts for the provision of the translation service.