

received by Translator within _____ days of the due date will be deemed late and shall be subject to a _____% per month late charge. Client agrees to be responsible for Translator's costs in collecting late payments due from Client, including reasonable attorneys' fees.

3. Cancellation or withdrawal by Client. If Client cancels or withdraws any portion of the item(s) described in paragraph 1 above prior to Translator's completion of the service(s), then, in consideration of Translator's scheduling and/or performing said service(s) Client shall pay Translator the portion of the above fee represented by the percentage of total service(s) performed, but in any event not less than _____% of said fee.

4. Additional fees. Additional fees will be payable, to be calculated as provided below, in the event the following additional services are required: (a) investigation, inquiry, or research beyond that normal to a routine translation is required because of ambiguities in the item(s) to be translated; (b) additional services are required because Client makes changes in the item(s) to be translated after the signing of this Agreement; and (c) Translator is requested to make changes in the translation after delivery of the translation, because of Client's preferences as to style or vocabulary, and such changes are not required for accuracy. Such additional fees will be calculated as follows:

5. Additional costs. Client shall reimburse Translator for necessary out-of-pocket expenses incurred by Translator that are not a normal part of routine translation procedure, such as overnight document delivery service requested by Client, long distance telephone and telefax expenses to clarify document ambiguity, etc.

6. Client's review of translation. Upon receipt of the translation from Translator, Client shall promptly review it, and within 30 days after receipt shall notify Translator of any requested corrections or changes. Translator shall correct, at no cost to Client, any errors made by Translator.

7. Confidentiality. All knowledge and information expressly identified by Client in writing as confidential which Translator acquires during the term of this Agreement regarding the business and products of Client shall be maintained in confidentiality by Translator and, except as expressly authorized by Client in writing, shall not be divulged or published by Translator and shall not be authorized by Translator to be divulged or published by others. Confidential information for purposes of this paragraph shall not include the following:

- a. Information which is or becomes available to the general public, provided the disclosure of such information did not result from a breach by Translator of this paragraph.

b. Terminological glossary entries compiled by Translator in the course of Translator's performance of the translation service(s) under this Agreement; provided, however, that Client and Translator may agree in writing that, upon payment by Client to Translator of an agreed-upon fee, such terminological glossary entries shall be the property of Client and shall be covered by the confidentiality provisions of this paragraph.

8. Translation is property of client, copyright. Upon Client's completion of all payments provided herein, the translation of the item(s) described in paragraph 1 above shall be the property of Client. Translator has no obligation to take any steps to protect any copyright, trademark or other right of Client with respect to the translation, except as may be expressly otherwise provided in this Agreement. Notwithstanding the foregoing, Translator shall have the right to retain file copies of the item(s) to be translated and of the translation, subject to the provisions of paragraph 7 above.

9. Indemnification and hold-harmless by Client. Client agrees to indemnify and hold Translator harmless from any and all losses, claims, damages, expenses or liabilities (including reasonable attorneys' fees) which Translator may incur based on information, representations, reports, data or product specifications furnished, prepared or approved by Client for use by Translator in the work performed under this Agreement.

10. Changes by others. Translator shall have no responsibility whatever as to any changes in the translation made by persons other than Translator.

11. Governing law. This Agreement shall be governed by the laws of the State of _____.

12. Additional provisions. *[Add all additional provisions required by the parties.]*

13. Complete agreement. This is the complete agreement of the parties as to the subject matter hereof. Any changes in this Agreement must be in writing signed by both parties. This Agreement becomes a binding contract only upon signature by both parties and the delivery of fully signed copies to each party.

Translator: _____

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