

Service Provision Agreement:

Between the undersigned:

S.P.R.L. ENTRE LES LIGNES with headquarters in 1180 Brussels, rue des Carmélites, 163 and registered with the B.C.E. under number: 0526 935 573;

Legally represented by Mr Tim RENDERS acting in the capacity of director and with the power of signature for the company

Hereafter referred to as the agent

AND

Option 1: (Name, Surname, Address/BCE)

Sir/Madam domiciled at avenue/road,
(Postcode&Commune) with BCE number:
.....

Acting on his own behalf and in an independent capacity as principal or supplementary,

Option 2: (Name, Surname, Address/BCE for a company in creation)

Sir/Madam domiciled at Avenue, (Postcode&Commune)
....., with BCE number:

Acting on his own behalf and in the capacity of Agent, or otherwise as guarantor of the company under formation (Company name)
..... with whom he is jointly liable with his personal assets;

Option 3: (Corporate name, address/Company BCE)

(Company name) with headquarters at avenue/road,
(Postcode&Commune) and with BCE
number:

Legally represented by Mr/Ms acting in the capacity of Director/Chief Executive (in the case of SA) and with the power to commit the company (filing/dispatch of the statutes)

Hereinafter called: the Principal

The Agent and the Principal are hereafter called: The Parties

It has been agreed as follows:

Article 1. Subject of the Agreement

1.1 The Principal entrusts the Agent with written language translations, which the Agent accepts, into language/languages and additionally (option), and/or proofreading tasks and/or copywriting tasks Translation tariffs and other language services are typically calculated as follows:

- Price per word:
- o Target language 1:
- o Target language 2:
- o Target language 3:

- Target language 4:
- Target language 5:
- Hourly rate:
- Minimum rate:
- Weekend rate:
- Sworn translator rate:
- Flat rate:
- Specific requirements:

Total amount of services: (Net)
 (VAT)
 (Gross)

- 1.2** Upon signature of the quote provided in any manner notably by email, the Principal shall personally commit to payment of 50% of the services to be provided, as a deposit.
- 1.3** In the event of non-payment of the above deposit at the time of signature, the Agent shall suspend execution of the Agreement.
- 1.4** If during execution of the Agreement, the Principal requires modifications and/or additional services, these will always be subject to the conditions of this Agreement and more specifically to the prices stated above.
- 1.5** The Parties accept that this Agreement is not an employment contract as specified by the Belgian law of 3 July 1978, but a Service Provision Agreement. Therefore, the relationship between the Parties is not one of subordination and the Agent is completely free to organise his own work schedule.
- 1.6** This contract is *intuitu personae* due to the quality of the translator/interpreter (function) of Agent authorised by a State Diploma recognised in Belgium or by years of relevant professional experience as specified in point 1.1.
- 1.7** Nevertheless, the Principal explicitly authorises the Agent to hire other translators and/or interpreters who possess the same skills and qualities mentioned above.
- 1.8** The Agent undertakes to carry out the tasks specified in point 1.1. with reasonable care, by applying his best efforts in accordance with the rules of the Article, while respecting the instructions provided by the Principal. In accordance with that which has been agreed between the Parties, the Agent and his subcontractors are held to an obligation of means.

Article 2. Contractual Documents

- 2.1** This Contract contains the legal provisions of this Agreement and includes current and future Annexes. Any amendment to this Agreement is valid if, and only if, it is produced as an Annex countersigned by the Parties including acceptance by the Principal, or from an email addressed to the Agent and/or the exchange of email correspondence between the Parties.

Article 3. Duration of the Contract - Cancellation

- 3.1** This Contract is made for a fixed period and takes effect on (date) until with legal effect on (date) included but it can be extended with the agreement of both Parties and/or by tacit agreement.
- 3.2** This Agreement will be automatically terminated in the event of force majeure, in the event of bankruptcy, non-payment and/or judicial agreement and/or financial difficulties of either Party.
- 3.3** Any financial difficulties which are not purposefully or otherwise brought to the attention of the Agent represent an error on the part of the Principal which must be paid for from his personal assets, until all services provided by the Agent have been paid for in full. If this occurs, the Principal shall pay for all services completed by the Agent and shall owe 25% of services already completed, as payment of damages. Furthermore, the Principal agrees to pay said damages from his personal assets.

Article 4. Payment methods: General

- 4.1 With reference to the completion of the tasks specified in point 1.1, the Principal shall pay the Agent the following monthly amount the terms and calculations listed in point 2.2 and upon presentation of an ad hoc invoice from the Agent.
- 4.2 In order to ensure payment by the Principal, the Agent must include at least the following details and documents on his invoice:
- His address and VAT/BCE numbers;
 - His bank details for payment;
 - The Principal's VAT/BCE address and numbers;
 - For the following period;
 - The number of days/or hours/and or other units worked in the period.
- 4.3 The Agent's invoices should be sent by post to the Principal's head office as well as to his business address, if different. The address or addresses must be taken into account on the date the invoice is sent.
- 4.4 The Agent's invoices shall be sent by email or fax, only after verification of address currently held. The Principal will confirm receipt of invoice to the Agent.
- 4.5 The Principal shall settle the invoice within 30 days of the date it was sent by the Agent. If payment is not made within this time, the Agent is authorised to claim interest. This is set at 12% per late day as well as a fixed amount of €100, without formal notice.

Article 5. Confidentiality and Information Ownership

- 5.1 The Agent shall not use or reveal confidential business information, in particular of a commercial, financial or technical nature, which remains the sole property of the Principal, or any other information which may result from the activities of the Agent, unless prior written agreement is received from the Principal.
- 5.2 The Agent shall ensure all information provided by the Principal is treated with due diligence and shall take all necessary measures to ensure the confidentiality of this information and any other information brought to his attention through the execution of this contract.

Article 6. Applicable Law and Choice of Court

- 6.1 Any dispute relating to contract execution, interpretation or the end of this contract shall be exclusively governed by Belgian law.
- 6.2 The Parties agree that the French-speaking "Tribunal de Commerce de Bruxelles" shall be used to settle any dispute.
- 6.3 Furthermore, the Parties have agreed that their email correspondence can be used to prove or disprove any agreement or dispute between them.
- 6.4 Specifically, the Parties certify having read the General Conditions and shall adhere to them in their entirety.

Article 7. In General

- 7.1 This Contract and its Annexe(s) constitute essential elements of the Agreement between the Parties, and replace all earlier documents exchanged between the Parties relating to this Agreement.
- 7.2 If any clause in this Contract should be declared void, this shall not affect the validity of the remainder of the Contract. The Parties shall ensure that any void clause is replaced by an equivalent valid clause.

Number of annexes to this Contract at the time of signature: (.....)

Made in Brussels, on in 2 original copies,

Both Parties acknowledge receipt and possession of an original.

S.P.R.L. Entre les lignes

Mr. Tim Renders Manager in accordance with statutes.

(handwritten read and approved)

(s)

Option 1:

Sir/Madam

Acting on his/her own behalf, independently and additionally as Principal.

(handwritten read and approved)

(s)

Option 2:

Sir/Madam

Acting wholly and severally, on his/her own behalf and in the role of Agent, or otherwise as guarantor of the company under formation (Company name).

(handwritten read and approved)

(s)

Option 3:

B.V.B.A. /**S.P.R.L.**

Sir/Madam in the role of Director/Chief Executive (for SA only) in accordance with statutes.

(handwritten read and approved)

(s)