



Expertise Service Provider Agreement

Between

The freelancer (**freelance Web Developer**) hereinafter called "the Service Provider",

And

Realtid Ltd (**Yazyk Analytics®**), a Limited company under the laws of England, registered office at 86-90 Paul Street, London EC2A 4NE, under No 09510061, represented by Mr Edouard Baldé in his capacity as Managing Director, hereinafter called, "the Customer",

Preamble

Whereas the Service Provider will be developing the Yazyk Analytics web application as per the Customer's Software Requirements Specification (appendix 1).

Whereas the Service Provider will be minimising the Customer's exposure and risks on projects;

Whereas the Service Provider will be ensuring project documents are complete, current, and stored appropriately;

Whereas the Service Provider will follow every project with professionalism from the beginning to the end unless force majeure case (article 12);

Therefore, the Parties hereby agree as follows:

Article 1 - Object

This contract is an expertise service provider Agreement.

Article 2 - Price

In return for the service performed defined in the preamble and in the article 1 here above, the Customer shall pay to the Service Provider US\$300 per milestone. There is 1 milestone per month. Each milestone must be completed by the deadline set at the end of each month. For each milestone there are a number of tasks set by the Customer, that need to be fulfilled by the Service Provider (preamble and appendix 1).

The price shall be payable in the following manner:

100% within 30 days End of Month (E.O.M.) upon reception of the Service Provider's invoice. The above sums shall be payable by bank transfer or via electronic fund transfers. Expenses committed by the Service Provider shall not be reimbursed by the Customer.

Article 3 - Term

The Agreement shall run for a term of 1 (one) year from the date of agreement sign off (renewed automatically for another year each time).

Article 4 - Obligations

The Service Provider shall proceed with utmost diligence and care in carrying out all of the services specified in the preamble and article 1.

4.1 Obligation To Contribute

The Customer shall provide the Service Provider with any information necessary for the performance of the said Agreement. To this extent, the Customer shall nominate Mr Edouard Baldé as referee for the various phases of the mission defined here above.

Article 5 - Nature of Obligations

The Service Provider shall, commence within 7 (seven) days of the effective date of the contract, proceed with utmost diligence and care in carrying out all of the services specified as in the obligations of the contract.

Article 6 - Quality Assurance

The Service Provider agrees to maintain a quality assurance program for services supplied hereunder.

Article 7 - Confidentiality

The Service Provider shall not disclose any information communicated to it by the Customer during the course of the Agreement and for the five years thereafter.

The Service Provider shall not contact or sell similar services to the Customer's listed prospects or existing clients for the five years after the Agreement has ended.

The service Provider shall ensure that its employees, suppliers and subcontractors comply with the above disclosure provision.

The provision does not apply to:

Information already known to it, as been shown by written records, at the time of the Agreement was signed, and which was not disclosed by the Customer.

Information already in the public domain. Or which becomes publicly available during the course of the Agreement otherwise than through the fault of the Service Provider.

Article 8 - Ownership of Documents

All materials and documents prepared or developed by the Service Provider or its employees, representatives or subcontractors in connection with the work including all designs, data, drawings, plan specifications, calculations, report models and samples shall become the property of the Customer, and may not be used for any purpose other than the work without the Customer's prior written approval.

The Service Provider agrees to return to the Customer upon request all documents and data furnished by the Customer for the performance of the contract and shall not retain or duplicate copies thereof, without Customer's knowledge and approval.

Article 9 - Cancellation

In the event the obligations of one of the Parties don't comply with the articles referred to hereunder, the contract shall be, if required by the creditor of the said obligations, cancelled, by giving notice to such termination to the debtor of the obligations within 30 (thirty) days. Such notice shall serve to discharge the Parties hereto from their mutual obligations and responsibilities under this Agreement with respect to such services.

Article 10 - Subcontracting

The Service Provider shall not sub-contract to anybody the performance of the works defined in Article 1.

Article 11 - Hardship

In the event that during the period of this Agreement the general situation and/or the data on which this Agreement is based are substantially changed so that either Party suffers severe and unforeseeable hardship, they shall consult each other and show mutual understanding with a view to making such adjustment as would appear to be necessary and such revisions as would be justified by circumstances which could not reasonably be foreseen, as of the date on which this Agreement was entered into, in order to restore the equitable character of this Agreement.

The Party which considers that the condition set forth in the here above paragraph are met, shall give notice thereof to the other Party by registered letter, return receipt requested which will specify the date and nature of the events which caused the change alleged by it, an evaluation of the hardship which is or will be suffered and the proposal made by it to remedy that change. Any notice given more than twelve months after the date of occurrence of the event that caused the change alleged by the Party giving the notice shall be of no effect.

Article 12 - Force Majeure

Performance of all or part of the contractual obligations incumbent on the Parties under the terms herein shall be deferred in the event of force majeure.

Force majeure means any event that the Parties could not be expected to foresee, that is entirely beyond the control of the defaulting Party, and that prevents the obligations of the Agreement from being performed as originally intended.

The Parties agree that the following in particular shall be considered cases of force majeure: war riots, fire, strike, inability to procure, and general transportation stoppage.

In the event of force majeure, as defined above, the invoking Party shall give notice to the other Party by registered letter with bill of receipt, email with bill or receipt or by telex or facsimile transmission within eight days of the event.

In the event of deferral, the term of the Agreement shall be extended accordingly.

Article 13 - Amendment

Neither the Agreement nor any of its provisions may be amended, changed, modified or waived except in writing duly executed by the Party to be bound thereby.

Article 14 - Applicable Law and Authentic Text

The contract is governed by the law in force in the country where the Customer has its head office. The English text of this contract is authentic.

Article 15 - Competence

Any dispute arising out or in connection with this Agreement shall be settled without recourse to the courts, in accordance with the Rules of Conciliation and Arbitration of the London Court of International Arbitration, by one or more arbitrators designed in conformity with those Rules, the awards being final and binding. The arbitrator or arbitrators shall have power to rule on their own competence and on the validity of the Agreement to submit to arbitration.

Agreement made in London, this 27th day of February 2017.

The Service Provider

The Customer

"Approved" mention in writing (email)

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Appendix 1 – Software Requirements Specification (SRS)

This is a non-exhaustive list of tasks which can be amended by the Customer whenever deemed necessary by the Customer. These tasks must also be presented by the Customer as monthly milestones in a schedule which is to be updated and sent regularly to the Service Provider during the project.

Software Requirements Specification (SRS)	
Yazyk Analytics®	
Project Scope	This software is a web application with 2 modules
Project design	Completely responsive to be mobile and tablet ready
Module 1A	Live translators
Summary	This module is a live online translation service
	Users interacting with Yazyk Analytics' project managers solely who will be acting on behalf of the linguists (translators, proofreaders, copywriters, interpreters) chosen by the users.
	Project managers will interact outside the platform with the chosen linguists so the users will not have to manage the translations process.
	Users will be able to use Module 1 (which can be used by users and project managers only) in several ways depending on their needs.
Pier to pier communication	Live chat
	Document or file submission (xls, doc, ppt, txt, html, pdf, jpg, png, bmp, tiff, mp3, mp4, avi, mov files, etc.)
	Instant messages submission
	Emails submission
Project posting	Project posting
	Relevant linguists listing (each project manager in charge of a cluster of linguists)
	Choosing a linguist
	Choosing a linguist
	Project management, projects progress, milestones and tasks
	Businesses will have the option to save the data of linguists they worked with and the option to re hire them again for future projects via Yazyk Analytics' project managers.
Database / CRM	Filters to find the relevant linguist in our database (translator, proofreader, copywriter, interpreter, but also, Voice-Over / DTP specialist, multilingual SEO or PPC keyword specialist, multilingual SMO specialist), prices per word according to their skills, languages skills/pairs (source and destination language), industry expertise, certification, types of projects worked for (documents, presentations, conferences, websites, software,...blogs), location, ... and more filters to find the right linguist to perform the user's project
	Users will score the translators at the end of each project or milestone. Later they will be able to hire them again per their scores (up to 5 stars).
	Green light: translators are available / Red light means there are not all being displayed in real time
	This module should also be linked to the Insightly CRM API (http://1cgh671c.insight.ly) where we already store our translators details in Contact section of Insightly
	Live project management feature - used by Project Managers only
	Admin view (full powers: have users and PMs rights - can add new translators)
	Multiple (non-simultaneous) people within a company's account (user)
Misc	No machine translation functionality
	Whitelabel
	API
	Packages - usage limits
	Online quoting feature
	Online invoicing feature
	Payment gateway (credit card payments, paypal) or classic payments (BACS/checks outside the platform)
Module 1B	Social Insights
	Social media instant translations
	Users' social feeds can be visualised by the live translators and translated by them in real-time.
Module 2	Business Insights
Summary	Multilingual content marketing analytics
	Based on the business package, businesses will be offered insights of how their translated web pages are performing on google, the technology used for than is google analytics API
	Pieces of content will be taken by fragment out of their website or social pages.
	We will integrate the Google API and crawl this site to find out considering key SEO metrics what's the impact of these pieces of content on the online visibility of the site or social page(s), among the metrics will be the traffic index, page views, CTR.