Please read this first before registration.

THIS AGREEMENT, represents the terms and conditions of the independent contractors of Anglo-Japanese Translations. By selecting one of the boxes below you acknowledge that you agree/disagree to these terms and conditions. It is recommended that you print this document for your records. THIS AGREEMENT, made and entered into between Anglo-Japanese Translations, 2 Tallow Road, Middx TW8 8EU, UK (AJT) and the online applicant (Translator). The term “Translator” will applicable to persons entering into this agreement and performing both written and spoken interpretation. In consideration of the mutual promises set forth herein, it is agreed by and between AJT and Translator:

SECTION 1: DESCRIPTION OF SERVICES PROVIDED BY TRANSLATOR: The work to be performed by Translator shall consist of services on behalf of and as requested by AJT pursuant to the terms, conditions, and specifications set forth in the Translation Services Assignment Sheet given to the Translator for each particular project.

SECTION 2: TRANSLATORS WARRANTIES: Translator warrants that he/she is completely fluent in the language(s) listed in the proceeding application. For purposes of this agreement, fluent shall mean that the Translator has a complete understanding and command of all written aspects of the language(s) set forth herein. Translator represents and warrants that he/she has the requisite education and technical knowledge to translate all documents accepted by the translator.

Translator warrants that all translations will be done solely by the Translator without any assistance from any other person or entity, unless consented to in writing by AJT Further, Translator warrants that all translations will be the original work of the Translator and will not incorporate any existing written translated materials other than those previously translated by Translator.

Translator warrants that he/she will return all original and copies of documents to AJT within two (2) days of completion of any particular translation or within two (2) days after said documents are requested by AJT

Translator warrants that all Translation Memories (TM’s) created in conjunction with a project shall not be used for any other client and will be sent with the translation unless AJT specifically requests the future use with an ongoing project.

SECTION 3: TERMS OF AGREEMENT: The term of this Agreement shall be on a project by project basis and the terms of this Agreement shall be in effect for all projects Translator performs for AJT. For each project the Translator shall receive a Translation Services Assignment Sheet that will supply any additional terms.

SECTION 4: PAYMENT: AJT shall pay Translator per project as set forth in the Translation Services Assignment Sheet.

SECTION 5: INTELLECTUAL PROPERTY: Translator grants to AJT title to all copyrightable material first designed, produced, or composed in the course of or pursuant to the performance of work under this Agreement. Additionally, Translator hereby grants to AJT a royalty free, exclusive, and irrevocable license to reproduce, translate, publish, use, and dispose of, any and all copyrighted or copyrightable material created by Finis as a result of work performed under this Agreement.

Finally, in connection with the rights of AJT to any copyrightable material, Translator shall promptly execute and deliver such applications, assignments, descriptions, and other instruments as may be necessary or proper in the opinion of AJT to vest in AJT title to such works.

SECTION 6: NON-DISCLOSURE AND CIRCUMVENTION: During the term of this Agreement, and for two (2) year following the last date Translator was paid for services by AJT, Translator shall not:

(a) Request, cause or otherwise attempt to divert clients of AJT, either directly or indirectly, to or for the benefit of any other party;

(b) Have any contact with any client of AJT for whom Translator has provided translation or other services. Contact includes, but is not limited to, in person meetings, telephone calls, fax transmissions, or mail;

(c) Sell, assign or otherwise transfer, whether or not for consideration, any customer lists, internal memoranda, confidential information, or any other form of business records or documents, or any tangible materials concerning AJT;

(d) Disclose or cause to be disclosed any of the trade secrets, techniques, or processes relating to the business of AJT, or any other information about the confidential affairs of such business (including the content of any of the documents translated), the secrecy of which is of unique and significant value to AJT; or

If any particular portion of this Section is determined to be invalid or unenforceable, this Section shall be amended to delete therefrom that portion thus determined.

SECTION 7 DEFAULT AND REMEDIES: Translator acknowledges and agrees that money damages alone cannot compensate AJT in a violation or breach of the covenants set forth in this Agreement and that injunctive relief would be essential for the protection of AJT Translator consents that, in case of any violation of this Agreement, and in addition to other relief to which AJT may be entitled at law, in equity, or elsewhere under this Agreement:

(a) AJT shall be entitled to such injunctive relief, without bond, but upon due notice.

(b) AJT shall have the right, upon written notice, to withhold all payments due Translator (if applicable) if Translator is in violation of the terms of this Agreement. Translator agrees that such withholding of payments shall not constitute an event of default by AJT of any other AJT's obligations to Translator.

(c) AJT shall be entitled to an accounting and repayment of all profits, compensation, commissions, remuneration or benefits which Translator either directly or indirectly realizes on his behalf or on behalf of another entity or individual.

(d) AJT shall have the right to apply to any court of competent jurisdiction for equitable relief by way of specific performance to enforce the terms of this Agreement.

These remedies are not mutually exclusive. No waiver of any breach or violation hereof shall be implied from forbearance or failure by AJT to take action under this or any other Section of this Agreement.

SECTION 8 RELATIONSHIP OF PARTIES: The parties intend that an independent contractor-employer relationship will be created by this Contract. Nothing contained in this Agreement shall be construed to constitute Translator as an employee or agent of AJT, nor shall either party have any authority to bind the other in any respect, it being intended that Translator remain independent contractor responsible for his/her own actions. Accordingly, Translator is to be responsible for all state and federal income and social security and unemployment taxes on her income earned under the Agreement. Translator further agrees that he/she will not assert any claim against AJT for workers' compensation or unemployment benefits.

SECTION 9 INDEMNIFICATION: Translator shall indemnify AJT and hold it harmless against all liability or loss, and against all claims or actions based upon or arising out of damage or injury to persons or property caused by the performance of the contract or by conditions created thereby. Specifically, Translator shall indemnify and hold AJT harmless in any suit initiated against AJT as a result of an inaccurate or unacceptable translation, and shall be liable for all costs, including, reasonable attorneys fees, expended by AJT in defence of such suit.

SECTION 10 MODIFICATION: This Agreement, or any terms contained, may only be amended, superseded, or cancelled if provided in writing and signed by Translator and AJT

SECTION 11 ENFORCEABILITY: The illegality or unenforceability of any provision of this Agreement shall not affect any other provision hereof, and this Agreement shall be construed in all respects as if such illegal, unenforceable or invalid provisions were omitted herefrom.

SECTION 12 NOTICES: All notices and other communications provided for hereunder shall be in writing and shall be personally delivered or mailed by first class mail postage prepaid, to the addresses set forth above.

SECTION 13 ATTORNEYS’ FEES: In the event either party prevails in an action against the other party for a breach of this Agreement, the prevailing party shall be entitled to recover its or his costs and expenses, including attorneys' fees, incurred in prosecuting such action.

SECTION 14-GOVERNING LAW: This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of England, and AJT and Translator irrevocably submit to the non-exclusive jurisdiction of the English Courts. This agreement is governed by English law and all disputes will be handled solely in the United Kingdom. English Courts will have jurisdiction in respect of it. You consent to such venue and jurisdiction.

SECTION 15 GENERAL TERMS:

Counterparts. This Agreement shall be effective and binding upon both parties hereto when both parties have executed a counterpart of this Agreement.

Successors and Assigns. The covenants, agreements and conditions contained in or granted by this Agreement shall be binding upon and shall inure to the benefit of Anglo-Japanese Translations, and their respective heirs, successors and permitted assigns.

Entire Agreement. This Agreement, represents the only agreement among the parties concerning the subject matter hereof and supersedes all prior agreements, whether written or oral, relating thereto.

IN WITNESS HEREOF, the parties hereto have executed this Independent Contractor Agreement effective as of the day and year first of completion of the online application process.