

## PROFESSIONAL COLLABORATION CONTRACT

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1. Place and date

**Valencia, .....**

2. Contracting Parties

**ALL 4 BUSINESS S.L.**, with tax ID number B-98.376.155 and domiciled for the purposes of this contract at Calle San Pascual, nº 62, CP 46960, de Aldaia (Valencia), represented by **Mr. SALVADOR ESTEVE GOMEZ**, in his capacity as legal representative, with ID number 24.379.919-B.

And Mr. \_\_\_\_\_ (full name) (hereinafter 'the **Translator**') of legal age and with ID/passport/VAT number \_\_\_\_\_ on behalf of \_\_\_\_\_ (company providing the services) with VAT identification number \_\_\_\_\_ and registered office at \_\_\_\_\_, with full legal capacity to assume obligations and enter into agreements.

3. Contract type

**Professional Collaboration Contract.**

4. Declarations.

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- II. Carrying out the collaborative activity.
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**DECLARATIONS**

**I.**-That both parties mutually and reciprocally recognise their capacities and legitimacy in signing this collaboration contract.

**II.**-That the company **ALL 4 BUSINESS S.L.**, provides advertising and marketing services for companies that sell products.

**III.**-That **Mr./Ms.** ..... carries out a consistent professional activity in the translation, writing and proofreading of ....., as a **qualified Freelance Translator**, registered as self-employed and up-to-date with his/her tax and Social Security obligations, in accordance with the legislation in the country in which said **Translator** is established.

**IV.**-That the company **ALL 4 BUSINESS S.L.**, wishes to contract the services of a professional in the field of translation, writing and proofreading from the ..... language, into the ..... language (and vice versa), Mr./Ms. .... being interested in collaborating with the same, offering his/her translation, writing and proofreading services in the ...../.....languages.

**V.**-That both parties are independent, there being no employment relationship between them, which is why both hereby expressly recognise the commercial nature of this contract, as well as the fact that they act as independent and autonomous entities.

**VI.** - That in accordance with the foregoing, the parties formalise this **PROFESSIONAL COLLABORATION AGREEMENT**, based on the following

**CLAUSES**

**I.-Purpose of the contract**

The purpose of this contract is to regulate the terms of the professional collaboration in the provision of translation, writing and proofreading services between the company **ALL 4 BUSINESS S.L.** and the professional **Mr./Ms.** .....

The collaboration will consist of the provision by **Mr./Ms. ....** (hereinafter, THE COLLABORATOR) of translation, writing and proofreading services in the.....language to the company **ALL 4 BUSINESS S.L.** (hereinafter, THE COMPANY),

Specifically, THE COLLABORATOR will register on THE COMPANY's ONLINE PLATFORM, creating a username and password to gain access this platform.

THE COMPANY makes all pending translation, writing and/or proofreading projects available through the indicated online platform. THE COLLABORATOR, with total freedom to select projects and manage his/her tasks, will access the Platform and select those translation, writing or proofreading jobs that best fit their profile, being able to choose up to a maximum of three texts at a time. Notwithstanding the foregoing, having chosen a translation, writing or proofreading project from those available on the platform, THE COLLABORATOR will be obliged to fully complete it by the deadline indicated and in accordance with the requirements that are established for each project.

The translation, writing and/or proofreading of texts will be carried out by THE COLLABORATOR through THE COMPANY's online platform. Once the work has been completed by THE COLLABORATOR, the text will be reviewed by a translation, writing or proofreading quality validator.

In the event that the translation, writing and/or proofreading does not meet the minimum quality requirements established, it will be rejected and THE COLLABORATOR will have to make the necessary modifications. If the translator, writer and/or proofreader decides not to make the modifications, the work done will not be able to be invoiced for.

In no event shall this be understood to be a legally binding labour agreement, whether regular or special, or as a commercial agency contract. To this end, the parties will carry-out their respective activities, following their own work methods, in their own offices and totally independently of one another.

## **II.- Price and payment method.**

THE COLLABORATOR will send invoices to THE COMPANY for payment for the translation, writing and proofreading services provided, which will be calculated either in accordance with the prices agreed on THE COMPANY's Platform, or by express written agreement between the parties.

The invoice will be sent to THE COMPANY by email to [admin@bigtranslation.com](mailto:admin@bigtranslation.com), between the first and the third day of each month. The date indicated on the invoice must be the last day of the previous month.

THE COMPANY will carry out the payment by bank transfer or PayPal within five to ten working days, from the third day of each month or from the date of receipt of the invoice from THE COLLABORATOR if received after the third day of the month.

In the event that THE COLLABORATOR wishes the transfer to be made to an account located outside the European Union, he/she will be responsible for paying any bank commissions thereby incurred by THE COMPANY.

THE COLLABORATOR must invoice on a monthly basis for the amount corresponding to the previous month's services. This amount cannot be accumulated or rolled over to subsequent months.

Only in the event that THE COLLABORATOR is established outside of the European Union, and as a result of the transfer commissions applied, may an amount of €50 be accumulated on the online platform before it is necessary to invoice for the services provided.

Those amounts on the online platform that have not been invoiced for monthly will not be paid to THE COLLABORATOR.

### **III.-Obligations of the parties.**

By means of this contract, THE COLLABORATOR **Mr./Ms. ....**, in his/her capacity as a freelance translator, writer and proofreader is obliged to:

- i. Be registered as self-employed with the relevant agency in the country in which he/she is established, in order to issue invoices for the provision of the services covered by this contract in accordance with national and international regulations. Be, likewise, up-to-date with their tax and Social Security obligations in accordance with the legislation in the country in which he/she is established.
- ii. Provide THE COMPANY with the supporting documents to accredit that he/she is registered as self-employed and is up-to-date with his/her tax and Social Security obligations, in accordance with the legislation in the country in which he/she is established.

- iii. Provide translation, writing and proofreading services in the..... language, with the diligence and care inherent to their professional status in this field. THE COLLABORATOR agrees to carry out his/her work to the highest possible quality standards, with recourse to the necessary recognised sources of reliable and accurate information, and applying the appropriate methods and knowledge, so that his/her collaborative work exhibits the utmost rigour, accuracy and veracity.
- iv. THE COLLABORATOR is obliged and commits to deliver the work/s that are subject to this contract within the delivery deadlines set by THE COMPANY.
- v. THE COLLABORATOR agrees to exempt THE COMPANY from any liability that may arise from the services provided.

THE COMPANY, **ALL 4 BUSINESS S.L.**, commits to:

- Fulfil their obligation to pay THE COLLABORATOR's fees for the provision of their translation, writing and proofreading services within the time limits and terms set out in clause II, provided that THE COLLABORATOR complies with the obligations set out in this clause.

**Failure by either party to comply with any of the obligations arising thereof**, shall entitle the party that has fulfilled its own obligations to require compliance with the obligation or to bring about the termination of the contract in accordance with **article 1.124 of the Spanish Civil Code**.

#### **IV.-Duration of the collaboration**

This contract shall enter into force from the date of its signing and will last one year, being tacitly renewed for further periods of one year on an indefinite basis, unless either party communicates their intention not to renew it to the other, at least one month before the automatic renewal date.

#### **V. Termination of the Contract.**

Both signatory parties to this Contract may desist from it at any moment, communicating such to the other Party with at least one month's notice, without this giving either of THE PARTIES the right to any form of compensation.

In addition, the Contract shall be terminated in the event of a breach of the obligations which each party agrees to in this contract.

## **VI.-Confidentiality Agreement**

The parties expressly undertake, **both during the duration of this agreement, and for an indefinite period of time after its termination**, not to disseminate, transmit and/or disclose to any third party any information which may have been exchanged within their professional collaboration relationship.

THE COLLABORATOR is specifically obliged, **both during the duration of this agreement, and for an indefinite period of time after its termination**, not to disseminate, transmit and/or disclose to third parties any information about THE COMPANY and its clients and businesses to which he/she has had access to as a result of the provision of his/her services as an independent professional. Nor will he/she be able to use such information for his/her own or third parties' interests, expressly agreeing to use confidential information only in connection with his/her current or future commercial relationship with the other Party and not for any purpose than those permitted in this Contract, without the prior written consent of an authorised representative of THE COMPANY.

For the purposes of this Contract, "confidential information" means the data or information owned by THE COMPANY and its clients and which is not of a public nature, irrespective of the form of and place of access to such data or information. This includes, among others, the content and nature of any text, supplementary material, and any other kind of information provided by THE COMPANY which can reasonably be argued to be of a confidential nature. It is not necessary for the information to be original, unique, patentable, or potentially subject to protection by copyright law or to constitute a trade secret in order to be considered confidential.

The violation of this agreement will result in the aggrieved party being entitled to damage compensation for the amount of Three Thousand Euros (€3,000.00).

**VII.-**This Contract constitutes the entire agreement between the Parties in relation to the purpose thereof, and annuls all previous or current agreements, written or verbal, between the Parties, who renounce any further claims.

The aforementioned Contract may only be amended by an additional written clause, signed by the Party for whom the application of the amendment is intended.

## **VIII.-Applicable Law and Jurisdiction.**

This Contract shall be governed by and interpreted in accordance with Spanish law.

For the resolution of any dispute between the Parties which may result from this Contract and which is not amicably resolved within thirty (30) days, the Parties submit, with express and formal waiver of any other jurisdiction to which they might have recourse, to the jurisdiction and authority of the Spanish Courts and Tribunals based in the city of Valencia.

The parties hereby affirm and ratify the contents of this document, signing it in two counterparts in the city and on the date indicated in the heading.

Because of the geographical distance between the **Parties**, they agree to sign each page of this **Contract** in their own handwriting and send it in digital format.

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**ALL 4 BUSINESS S.L.**  
**Signed Mr. Salvador Esteve Gómez**  
**THE COMPANY**

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**Mr./Ms. ....**  
**THE COLLABORATOR**