

Public Offer of an Agreement for provision of paid services

Hong Kong

23 May 2012

Published on the website www.allcorrect.ru, this document is an official public offer of **All Correct Language Solutions Limited**, a Hong Kong private company limited by shares with certificate of incorporation number 1709390 with address at Suite D, 6/F., Ho Lee Commercial Building, 38 - 44 D'Aguilar Street, Central, Hong Kong, represented by its Director Demid Tishin, acting by virtue of the Articles of Association, hereinafter referred to as the "Customer".

In the event a legal entity or an individual accepts the Order issued by the Customer in accordance with Clauses 1.1., 2.1.1. and 2.3.1. hereof, he/she accepts the conditions set forth below and becomes the Contractor; acceptance of the Offer is tantamount to concluding an agreement, hereinafter referred to as the "Agreement", on the terms set forth in the Offer. The Customer and the Contractor are hereinafter separately referred to as the "Party" and jointly referred to as the "Parties".

The Contractor agrees to carefully read the text of this Offer. If the Contractor does not agree with all of its terms, the Contractor shall refuse to accept the Offer, and shall refuse to provide services to the Customer.

The Customer has the right to unilaterally amend (update) this Public Offer of an Agreement, and the amendments shall become effective from the date of publication of the amended Public Offer on the Customer's website.

1. Subject of Agreement

1.1. The Contractor shall provide the Customer with services of translation, interpretation, translation editing, terminology work, software linguistic testing, voiceover and related services (hereinafter referred to as the "Services") in accordance with an order for provision of Services (hereinafter referred to as the "Order"), being an integral part hereof, with quality meeting the requirements of the Order as well as the minimum quality requirements specified in Clause 2.3.5 hereof.

1.2. The Customer pays for the Services rendered pursuant to Article 4 hereof.

1.3. The deadlines for performing the Services shall be specified in the Order.

2. Rights and Obligations of the Parties

2.1. The Customer undertakes:

2.1.1. To send the Order to the Contractor via e-mail, by means of facsimile transmission or using other means ensuring proper receipt by the Contractor of such Order. The Order may be also expressed in a supplementary agreement or technical specifications for provision of Services in a hard copy signed by the Parties. The Order shall include:

- Name of the required type of Services (for example, "translation from English into Russian").
- A list or description of the attached materials (files and/or documents), including supplementary materials (if any).
- Quality requirements:
 - For Services of translation and translation editing – specific language variant of the target language (for example, "British English"), requirements to

terminology, style, formatting and layout, cultural adaptation of the source content.

- For Services of terminology work – required number of term glossary entries and mandatory glossary fields.
- For Services of interpretation – type of interpreting (consecutive or simultaneous), required number of interpreters, requirements to terminology, interpreters' qualifications, protocolar requirements.
- For Services of software linguistic testing – type of testing (surface-level testing, standard testing, or in-depth testing).
- For Services of voiceover – requirements to actors' voices, specific language variant of the voiced language (for example, "British English"), a maximum number of characters (roles) that can be voiced by one actor, peculiarities of characters' speech, limitations to phrase duration if any.
- Period of provision of the Services, specifying dates of delivery of all relevant materials to the Customer.
- Specific volume of Services, specifying units of measurement (for Services of interpretation and software linguistic testing – provisory volume, which shall be adjusted at the delivery of Services).
- Price for the unit of measurement.
- Name, position and contact details of the Customer's responsible representative.
- Indication of any special requirements with respect to the procedure for providing Services and/or final materials, including target file format.
- For Services of interpretation, additionally:
 - Event type (business talks, installation supervision, commissioning and start-up, conference, workshop, exhibition, presentation etc.)
 - Subject fields relevant to the event.
 - Venue where the Services shall be rendered.
 - Requirements to special interpretation equipment, if any.
 - Who provides transport for interpreters, and who bears the cost.
 - Who provides accommodation and meals for interpreters, and who bears the cost.
 - How breaks are organized.

If the specific volume of Services is not clear, for example, if the volume is calculated in accordance with the finished translation (target) text rather than the source text, this shall be clearly specified in the Order. The Order may not be submitted orally or in incomplete form.

2.1.2. If notice of the Contractor's refusal to accept the Order for execution (in accordance with Clause 2.3.1 and 2.3.2 hereof) contains a counter-offer regarding calculation of the volume and/or deadlines for providing Services, to consider such offer within three business days and send either a new Order to the Contractor incorporating the proposals of the Contractor or notification that it is impossible to accept the Contractor's counter-offer.

2.1.3. Together with the Order, to submit materials to the Contractor necessary for him to provide the Services:

- For Services of translation, translation editing and terminology work – full source content (files or documents), and, if provided: glossary of terms, samples of existing translations (source and target content), translation memory databases, work instructions, style guides, manuals and reference materials.

- For Services of translation editing provided separate of translation – all mentioned above plus target content (translated files or documents).
- For Services of interpretation – glossaries of terms (if any), reference materials (presentation slides, articles, relevant business correspondence etc.)
- For Services of desktop publishing / document layout provided separate of translation – layout samples (for example, laid out original documents) and text to be laid out (for example, translated text).
- For Services of software linguistic testing – software build on a data carrier, or web-link to the installation files, or account details for online-based software, full localization kit (lockit), access to the Customer’s bug tracking system (if any), license keys necessary to properly run the software and cheat codes facilitating completion of a video game (if any).
- For Services of voiceover – script (characters’ phrases with explanations), and, if possible: original audio files, screenshots or images of characters being voiced.

2.1.4. To assist the Contractor to provide the Services, inter alia:

- Answering Contractor’s questions with regard to abbreviations, terminology and text fragments if Contractor was unable to interpret them clearly and their wrong interpretation may interfere with correct fulfillment by the text of its function.
- For Services of Interpretation:
 - guarantee safety of special interpretation equipment provided by the Contractor, for the whole term of the Services;
 - guarantee access of interpreters and technical support specialists provided by the Contractor to the venue where the Services shall be rendered;
 - answer interpreters’ questions about event agenda, reference materials and terminology;
 - provide security and good working conditions for the interpreters according to all applicable regulations, inter alia time for meals and rest, and for Services of simultaneous interpretation – opportunity for interpreters to change one another after each 15-30 minutes of interpretation.

2.1.5. To notify the Contractor of the necessity in Services of interpretation minimum 5 working days before the planned first day of Services, by e-mail or other means ensuring proper receipt by the Contractor of such notification.

2.1.6. To provide timely signing of Contractor’s interpreters working time statements by the Customer’s responsible representative at the end of each day of the Services of interpretation.

2.1.7. Upon receipt of results of Services from the Contractor, to notify the Contractor about this via e-mail, by means of facsimile transmission or by other means ensuring proper receipt by the Contractor of such notice.

2.1.8. Within five (5) business days after receipt of results of Services from the Contractor, to accept them, or, if there are defects in the results of Services, to send a justified claim to the Contractor specifying the defects uncovered.

If within five (5) business days such claim was not sent to the Contractor, the Services shall be deemed to have been accepted by the Customer.

2.1.9. To pay for Services rendered in accordance with Article 4 hereof.

2.1.10. To provide feedback to the Contractor regarding the quality of Services, in form of the final version of materials, if the results of the Services have been modified by the Customer, and Customer’s recommendations, if any.

2.2. The Customer has the right:

2.2.1. If defects are found in the results of Services at any time after their acceptance, i.e. if there is a failure to meet the Customer's requirements and minimum quality requirements of the translation specified in Clause 2.3.5. hereof, to request that the Contractor remove the defects within a time limit established by the Customer, or if it is not possible for the Contractor to remove the defects within the period established by the Customer, to remove the defects using his own resources.

2.2.2. If the defects are removed by the Customer using his own resources, to reduce payment for Contractor's Services by the amount of expenses incurred by the Customer with regard to removal of defects.

2.2.3. If the Contractor fails to meet the obligation specified in Clause 2.3.6. hereof, to send the Order or its part to a different contractor, or to Customer's own resources, and to reduce payment for Contractor's Services by the amount of expenses incurred by the Customer in this respect.

2.2.4. To check on the procedure and quality of work performed by the Contractor without interfering with his activities.

2.2.5. To pay the Contractor an additional monetary reward if the quality of Services provided by the Contractor exceeds the quality requirements specified in the Order and Clause 2.3.5. hereof, for example, if the Contractor has provided useful comments or additional reference materials to his translation, prepared a detailed glossary of terms, identified errors in the source materials, or in other cases at the discretion of the Customer, for example, if the Contractor actively helped and consulted other contractors of the Customer on the same project, repeatedly provided Services of excellent quality, or if the Services led to Customer winning a major client.

The size of the additional monetary reward, if any, shall be specified by the Customer.

2.3. The Contractor undertakes:

2.3.1. Immediately to notify the Customer about receipt and acceptance of the Order for execution or, if there are inconsistencies in the Customer's and Contractor's calculations of the volume of Services, or if it is not possible to render Services within the time period specified in the Order, to notify the Customer about his refusal to accept the Order via e-mail, by facsimile transmission or by other means ensuring proper receipt by the Customer of such notice. Receipt by the Customer of the Contractor's notice about acceptance of the Order for execution shall be deemed to be consent of the Contractor to accept all terms and conditions of the Order. The accepted Order shall be an appendix hereto and an integral part hereof.

2.3.2. In case of refusal to accept the Order for execution, to send a counter-offer to the Customer with regard to calculation of the volume and/or period of provision of Services.

2.3.3. To proceed to instruction of interpreters provided by the Contractor for the provision of the Services, on the day of receiving materials from the Customer as specified in Clause 2.1.3 hereof, or upon preparation of relevant reference materials by the Contractor.

2.3.4. To guarantee completeness of special interpretation equipment provided by the Contractor, according to the Order.

2.3.5. To render Services at a high professional level, i.e. within the deadline specified in the Order and with due quality meeting the requirements of the Order and the following minimum requirements:

- as to quality of translation and translation editing:
 - structure of the source text is preserved;

- there are no fragments that were not translated or random text insertions;
- facts are translated correctly;
- there are no ambiguities in the target text;
- all terminology of source materials is translated in accordance with the glossary of terms provided by the Customer, or, if such glossary has not been provided, in accordance with publicly available standards, specialized glossaries and existing business practice;
- one term is used consistently through the target text for every single concept;
- numerical values, dates, tags and running values are translated correctly;
- there are no spelling, grammar and punctuation mistakes, as well as consecutive space characters, tabulation characters and punctuation marks;
- regional standards with regard to translation of mathematical symbols, monetary units, numerical and physical values are observed;
- for transliteration from Cyrillic languages, GOST 7.79 system B is used, for transliteration from other languages – the latest version of the corresponding ISO Romanization system is used;
- all work instructions provided to the Contractor by the Customer have been observed.
- as to quality of software linguistic testing:
 - surface-level testing: absence of text cropping, correct display of hidden text, correct formatting, layout, window / button position and size;
 - standard testing: surface-level testing plus absence of text omissions / insertions, coherency, correct grammar, spelling and punctuation, observing regional standards, correct order of items in lists and menus, text replaced in graphic elements when necessary.
 - in-depth testing: standard testing plus: reading fluency, style, absence of inappropriate slang.

2.3.6. If the Services cannot be provided by deadlines specified in the Order, to notify the Customer no later than at $\frac{3}{4}$ of the term for provision of the Services specified in the Order.

2.3.7. To submit materials to the Customer in the same format as materials received from the Customer, unless otherwise instructed by the Customer.

2.3.8. If there are questions with regard to the procedure of work or requirements regarding the final materials, immediately to ask the Customer's authorized representative to give clarifications.

2.3.9. To ask the Customer to clarify the meaning of abbreviations, terminology and text fragments, if it was not possible to interpret them correctly and their wrong interpretation may interfere with correct fulfillment by the text of its function.

2.3.10. For the Services of translation or translation editing, to regularly suggest new items for the bilingual glossary of terms provided by the Customer, or, if such glossary has not been provided, to create the bilingual glossary of terms before start of translation or translation editing, and submit such glossary to the Customer immediately upon completion. The glossary shall contain the source term, source context (if relevant), translation, source used for translation, and notes (if any).

2.3.11. If a specific Contractor's interpreter cannot participate in provision of Services at the venue specified in the Order due to illness or other reasons, to replace the interpreter with a specialist of equal or higher qualifications.

2.3.12. Upon complete provision of Services, to send the Customer the results of the Services, i.e. final materials, and immediately to notify the Customer about this via e-mail, by means of facsimile transmission or by other means ensuring proper receipt by the Customer of such notice.

For Services of interpretation the results is the interpreter's working time statement signed by the Parties, as well as by the Contractor's interpreter if the Contractor draws third parties into provision of the Services.

For Services of voiceover the results are audio files in the language indicated in the Order.

For Services of software linguistic testing the results is the report, which contains specific volume of Services in working hours (actual time spent on testing), list of errors in the software detected by the Contractor, with the indication of error type, place in software that is related to the error (intro, main menu, user help, game process etc.), actions leading to the error, error description and a screenshot of the error.

According to a spoken or written arrangement by the Parties, the report may be provided by the Contractor on a regular basis, according to a schedule.

2.3.13. To return the completed interpreter's working time statements on the last day of the Services.

2.4. The Contractor has the right:

2.4.1. To receive full and timely payment from the Customer for Services provided hereunder and specified in the Order.

2.4.2. To draw third parties into provision of the Services only with the written consent of the Customer. Terms of an agreement between the Contractor and a third person drawn into provision of the Services shall include:

- obligations to transfer the exclusive right to the intellectual property created for the provision of the Services, to the Contractor;
- agreement of the third party to use of his intellectual property created for the provision of the Services, without indicating the third party's name;
- obligations to keep confidential information of the Customer in the same manner as the Contractor under Article 9 hereof;
- other terms that ensure the Contractor's right to provide Services in a full and timely manner, and fulfill all his obligations under this Contract. The Contractor bears all responsibility for non-fulfillment of the obligations by the third parties drawn into provision of the Services.

2.4.3. To receive an additional monetary reward according to Clause 2.2.4. hereof.

2.4.4. To receive feedback from the Customer regarding the quality of Services, in form of the final version of materials, if the results of the Services have been modified by the Customer, and Customer's recommendations, if any.

3. Responsibility of the Parties

3.1. In the event of delay in payment of Services by the Customer beyond the deadline, the Customer shall pay the Contractor a penalty in the amount of 1% of the amount of the remuneration for each day of delay, but not more than 20% of the amount of the remuneration at the Contractor's request.

3.2. Payment of penalty shall not discharge the Parties from fulfillment of obligations in kind.

3.3. If the Customer cancels the Order for Services of interpretation on the day when the Services should be rendered according to the Order, the Customer shall pay the penalty fee equal to the price of one hour of Services of interpretation specified in the Order.

3.4. If the Customer loses or damages special interpretation equipment provided by the Contractor according to the Order, the Customer shall compensate the full cost of the equipment according to the price list provided to the Contractor by the supplier of the equipment.

3.5. For failure to fulfill obligations to protect Customer's confidential information specified in Article 9 and Clause 2.4.2 hereof, the Contractor shall pay the Customer a penalty of 50,000 USD (Fifty thousand United States Dollars) for each case of disclosure of the Customer's confidential information. The penalty shall be paid within 20 business days of receiving a request from the Customer to pay the penalty.

3.6. Sanctions for failure to fulfill or for improper fulfillment of obligations of the Parties hereunder not directly regulated by this Agreement shall be applied in accordance with the norms of civil law of Hong Kong.

4. Price and Payment Procedures

4.1. The volume of Services shall be calculated in conventional pages (1 conventional page equals 1,800 printed characters, including space marks, punctuation marks and special symbols), words of source text, working hours or other standard units of measurement, and shall be specified in the Order.

For Services of interpretation the volume of Services shall be specified at their delivery according to the interpreter's working time statement.

For Services of software linguistic testing the volume of Services shall be specified at their delivery according to the report as indicated in Clause 2.3.12 hereof, but the volume shall not exceed the provisory volume indicated in the Order by more than 20%.

4.2. The price of Services shall be calculated as the number of units of measurement of Services specified in the Order, which the Contractor accepted, multiplied by the price of one unit of measurement, and shall include compensation for the transfer of the intellectual property rights to the Customer. The price per unit of measurement, including the currency, shall be specified in the Order.

4.3. The Contractor shall send an invoice to the Customer, which shall include all Services accepted by the Customer. The invoice template is provided in Annex A to this Agreement.

4.4. The Customer shall pay for Services within 20 business days after the invoice date using the payment details of the Contractor specified in the invoice.

4.5. The Customer shall pay for Services in United States Dollars (USD) or Euro (EUR) only. If the currency of the invoice issued by the Contractor is neither EUR nor USD, the Customer shall re-calculate the sum total of the invoice according to the currency exchange rate provided by the website www.x-rates.com on the date of payment.

4.6. The date of debiting of the Customer's bank account or PayPal account shall be deemed to be the date of payment.

4.7. The Customer shall not pay invoices which lack information required by Annex A to this Agreement or which contain invalid payment details, for example, cash transfer details.

4.8. Early completion of Services shall not constitute a basis for increasing the amount of remuneration specified in accordance with Clauses 4.1, 4.2. hereof.

4.9. The Customer shall pay Customer's local bank charges for wire transfer, as well as the local bank charges or PayPal fees for currency conversion if the currency of payment differs from the currency of the Customer's account. These charges shall not be deducted from the sum of payment to the Contractor.

4.10. The Contractor shall pay Contractor's local bank charges and intermediary bank charges (if any), or standard PayPal fees for receiving payment from the Customer.

4.11. The Contractor shall pay all the taxes required by the laws of his country of registration.

4.12. By mutual agreement of the Parties, other payment procedures can be applied instead of the ones specified above.

5. Procedure for Executing the Agreement

5.1. This Agreement shall become effective as of the date of acceptance of the Offer by the Contractor and shall remain valid until the full execution of all obligations by the Parties under this Agreement.

6. Amendment and Early Termination of the Agreement

6.1. This Agreement may be terminated at any time upon mutual agreement of the Parties.

6.2. This Agreement may be terminated ahead of schedule at the initiative of either of the Parties only after settlement of mutual accounts. The initiator of termination of the Agreement must notify the other Party about his decision not less than thirty (30) days in advance of the date of termination of the Agreement.

6.3. The Party that makes a proposal to amend (to update) the Agreement shall send the other Party relevant notice containing his proposals with regard to amendment hereof.

6.4. If both Parties agree to amend the Agreement, the Parties shall prepare a Supplementary Agreement hereto, from the date of execution of the Supplementary Agreement it shall become an integral part hereof, and liabilities of the Parties shall remain unchanged.

6.5. The Agreement may be unilaterally terminated by either of the Parties in cases specified in the laws of Hong Kong.

7. Force Majeure

7.1 The Parties shall not be liable for partial or full failure to fulfill their obligations hereunder if such failure was a consequence of force majeure circumstances that came into existence after execution hereof.

7.2. For the purpose of this Agreement, force majeure circumstances shall, in particular, include: fire, natural disasters, military actions of any character, epidemics, acts of legislative and executive authorities preventing fulfillment of obligations, changes in the emigration policy, as well as other circumstances deemed to be force majeure events.

7.3. The Party that cannot fulfill his obligations hereunder shall give timely notification to the other Party about the occurrence and termination of the above circumstances within five (5) calendar days. Untimely notification shall deprive the Party of the opportunity to refer to the occurrence of the force-majeure circumstances in the future.

7.4. In the established cases, certificates issued by competent authorities shall be deemed to be proper evidence of the existence of the above circumstances and of their duration.

8. Procedure for Resolving Disputes

8.1. All disputes and disagreements with regard to quality of translations shall be resolved by means of amicable negotiations.

8.2. Disputes and disagreements that may arise in the course of execution hereof that were not settled by means of amicable negotiations shall be settled according to the established judicial procedure in the court at the location of the Customer. The legal costs and fees associated with any legal action will be awarded to the successful party.

9. Confidential Information

9.1. The Parties agree to keep confidential the following information, referred to as "Confidential Information": the content of this Agreement, as well as any information which is expressly indicated to be confidential by the other Party, and any information in written or electronic form received from the other Party, including software obtained by the Contractor from the Customer or its customers, and any information of whatever nature concerning the organization structure, strategy, marketing plans, management techniques, key performance indicators, finances, assets, liabilities, know-how, proprietary software, tools, instructions, and training materials, business processes, affairs, dealings, transactions, customers, suppliers or employees of the other Party.

9.2. In addition to Clause 9.1. hereof, the Contractor agrees to keep confidential the following information about the Customer's clients: name of the client, name of the client's product or software, either in full or in part, either published or under development, and proper names from the software which can be unambiguously attributed to the software.

9.3. The Parties agree not to disclose or otherwise make available Confidential Information or any part thereof to a third party without the prior written consent of the other Party.

9.4. The Parties agree to use Confidential Information only to the extent necessary for provision of Services.

9.5. In case the Contractor draws third parties into provision of the Services under Clause 2.4.2. hereof, he shall disclose confidential information of the Customer only on a need to know basis, i.e. only to the extent necessary for provision of Services.

9.6. Notwithstanding the foregoing, "Confidential Information" shall not include information which:

- can be demonstrated by documentation to have already been rightfully in the receiving Party's possession prior to disclosure to it by the disclosing Party and was not acquired, directly or indirectly, from a third party under a continuing obligation of confidentiality; or
- at the time of disclosure hereunder is, or thereafter, becomes, through no fault or action of the receiving Party, part of the public domain; or
- is furnished to the receiving Party by a third party after the time of disclosure hereunder as a matter of right and without restriction on its disclosure; or
- can be demonstrated, in writing, to have been independently developed by employees or agents of the receiving Party who have not had access, direct or indirect, to the Confidential Information received from the disclosing Party; or
- is disclosed to a third party with the written approval of the disclosing Party.

9.7. The Parties shall treat Confidential Information as such during the whole term of this Agreement, plus five years after its termination.

10. Miscellaneous

10.1. Discounts and extra charges for Services shall be agreed by the Parties in each particular case and shall be specified in the Order.

10.2. The Parties shall inform each other in timely manner about changes in their bank details, legal and actual addresses, telephone numbers, etc.

10.3. The exclusive intellectual property right to the results of Services rendered hereunder shall be transferred to the Customer at the moment of acceptance by the Customer as indicated in Clause 2.1.8. hereof.

10.4. The Contractor confirms that the Customer has the right to use the results of the Services, as well as the intellectual property rights to these results, in any mode, on any territory, and at any time in the Customer's own discretion.

10.5. The Contractor shall not transfer the exclusive intellectual property right to the results of the Services to third parties or use them in his own discretion without special written consent of the Customer.

10.6. The Customer confirms that he has all the intellectual property rights required to transfer materials (subject matter of copyright) to the Contractor for the execution of this Contract, and guarantees that this such transfer, as well as any provisions of this Contract, does not infringe on the respective rights of the right holders.

10.7. The Contractor confirms that he has all the necessary competences, qualifications and licenses to provide Services under this Agreement.

10.8. During the term of this Agreement and for a period of three (3) years following the termination of this agreement, the Contractor shall not, directly or indirectly, enter the employ of, render any services, or transfer intellectual property rights to the Customer's clients which were disclosed to the Contractor by the Customer directly or indirectly (for example, in source or reference materials, or file attributes) during the provision of Services.

11. Final Provisions

11.1. The Parties are strictly independent contractors. A is not, in any way, an employee, partner, joint venturer or agent of B. A shall undertake all reasonable measures in its operation to inform third parties that B has no direct or indirect liability for any act or agreement taken by A and that B does not control the performance of A.

11.2. In case of a merger, acquisition, insolvency or reorganization of a Party any rights and responsibilities of the Party will pass on to its successor. In all other cases, Parties do not have right to assign their rights and responsibilities without the other Party's approval.

11.3. If a Party does not enforce its rights under the Agreement at a particular time, this will not constitute a waiver of its right to enforce the terms and conditions of the Agreement at any later date.

11.4. The terms and conditions of this Agreement constitute the full and complete agreement between the Parties. No other verbal or written agreement shall, in any way, vary or alter any provision of this Agreement unless both Parties consent to vary or alter any provision of this Agreement in a signed writing. This Agreement is intended to be an integrated writing and any prior oral or written agreements between the Parties are merged into this Agreement and extinguished. No custom, industry standard or course of dealing between the Parties shall in any way vary or alter the terms and conditions of this Agreement.

11.5. No failure of a Party to exercise any right or to insist upon strict compliance by the other Party with any obligation and no custom or practice of the Parties at variance with this Agreement shall constitute a waiver of the right of a Party to demand exact compliance. Waiver by one Party of any particular default by the other Party shall not affect or impair a Party's rights in respect to any subsequent default of the same or of a different nature, nor shall any delay or omission of a Party to exercise any rights arising from such default affect or impair the rights of that Party as to such default or any subsequent default.

11.6. If any covenant or other provision of this Agreement is invalid, illegal or incapable of being enforced by reason of any rule of law, administrative order, judicial decision or public policy, all other conditions and provisions shall remain in full force and effect. No covenant shall be deemed dependent upon any other covenant or provision unless so expressed in this Agreement.

11.7. In no event will Contractor be liable to Customer for any lost profits, lost savings or incidental, indirect, special or consequential damages, arising out of Customer's use or inability to use the results of Services or the breach of this Agreement, even if advised of the possibility of such damages.

11.8. All messages and notices hereunder or in connection herewith shall be sent in writing, as well as electronic means of communication, by e-mail or by means of facsimile transmission to the details indicated in Article 12 hereof.

11.9. Messages and notices sent by electronic means of communication, via e-mail, by means of facsimile transmission shall be legally valid if they have necessary details undoubtedly identifying the sender and his expressed will.

11.10. Facsimile or electronic copies of payment documents shall be deemed to be legally valid until receipt of the original document.

11.11. All appendices (except Orders) and supplementary agreements hereto shall be made in writing. All such appendices and supplementary agreements shall become legally binding upon the Parties and shall be an integral part hereof from the date of their execution by the authorized representatives of the Parties.

11.12. Orders shall be appendices hereto, shall be an integral part hereof and shall become effective (shall be legally binding upon the Parties) from the date of receipt by the Customer of a notice about acceptance of the Order for execution from the Contractor in accordance with Clause 2.3.1. hereof. Any such notice shall be deemed delivered when received.

11.13. This Agreement shall be deemed to have been drafted by both Parties and, in the event of a dispute, shall not be construed against either party.

11.14. In all other matters not directly regulated by the Agreement, the Parties shall be guided by the current legislation of Hong Kong.

12. Addresses and Bank Details of the Customer

CUSTOMER:

Company name	ALL CORRECT LANGUAGE SOLUTIONS LIMITED
Company address	Suite D, 6/F., Ho Lee Commercial Building, 38 - 44 D'Aguilar Street, Central, Hong Kong
Company e-mail	for general inquiries: order@allcorrect.ru for payment issues: pay@allcorrect.ru
Beneficiary account number	048-895908-838
Beneficiary bank name	HSBC Hong Kong
Beneficiary bank address	1 Queen's Road Central, Hong Kong
SWIFT address	HSBCHKHCHKH
Seal, signature	Demid Tishin

Annex A. Invoice template.

[Please complete, print, sign, scan and send this invoice to pay@allcorrect.ru](mailto:pay@allcorrect.ru)

Thank you!

Invoice #: 0001

Date: 31 March 2012

Ivanov Ivan Ivanovich

PayPal account: ivanov@gmail.com

Client and payer: All Correct Language Solutions Limited
Suite D, 6/F., Ho Lee Commercial Building,
38-44 D'Aguilar Street, Central, Hong Kong

Service	Project manager	Date of delivery	UoM	Units	Price per unit	Currency	Sum
Translation from English into Russian	Petr Petrov	25 Feb 2012	page	10,5	200	RUR	2100
Translation from English into Russian	Petr Petrov	29 Feb 2012	page	15,1	200	RUR	3020
Editing Russian text	Sidor Sidorov	03 March 2012	word	2222	0,5	RUR	1111
Invoice total						RUR	6231

Above amount is to be paid within 30 days after the invoice date to following bank account:

Beneficiary full name Ivanov Ivan Ivanovich
Beneficiary address Ivanskaya 10-20, Ivanovo, 123123 Russia
Beneficiary bank name Alfa-Bank
Beneficiary bank address Kalanchevskaya 27, Moscow, 107078 Russia
Beneficiary account # 40817810208700000000
Beneficiary bank SWIFT ALFARUMM
Correspondent bank name (if any) HSBC BANK USA NA
Correspondent bank address (if any) 452 Fifth Avenue, New York, NY 10018, USA
Correspondent bank account # (if any) 303402
Correspondent bank SWIFT (if any) MRMDUS33



Signature: