

Linguitronics
Linguitronics Co., Ltd. (Taipei, Shanghai)

**Confidentiality and Customer Copyright/Intellectual
Property Protection Agreement for
Translators/Interpreters/Vendors**



I, the undersigned, am a full-time/part-time translator/interpreter/vendor for Linguitronics Co. Ltd. (hereinafter referred to as "Linguitronics"), commissioned by Linguitronics to translate/edit the documents of Linguitronics' clients (hereinafter referred to as "Clients"). I understand and agree to abide by the professional code of conduct of a translator/interpreter/vendor, as stipulated below, to protect the confidential information and intellectual property of Clients. I hereby agree to the following:

Article 1: Intellectual Property Rights:

1. The concepts, discoveries, inventions, improvements, formulas, programs, manufacturing technologies, procedures and writings derived from or created in relation to the translation/editing work that I am assigned shall belong to the Client. In the case of a writing, the Client shall be the author and shall at all times be entitled to all related rights.
2. The Client or his/her representative shall be the author of all works assigned to me, including but not limited to manuscripts, letters, draft proposals, specifications, databases, photographic works, pictorial and graphical works (including technological or engineering designs), audio/video works, computer programs, and any derived or edited works thereof. The Client is at all times entitled to all related rights of the aforementioned.
3. The patent application rights and the ownership of patents or writings that I have completed in relation to the translation/editing work I am assigned belong to the Client at all times.
4. The rights to projects or creations that I have completed in relation to the translation/editing work I am assigned, including but not limited to, copyrights, trade secrets, and integrated circuits protected by intellectual property rights, shall belong to the Client.

5. Where a third party raises objection or institutes a lawsuit against a patent or writing of the Client mentioned above during or after the period of assignment, I will provide the Client with necessary assistance, including but not limited to verbal or written advice or opinion and testifying in court. However, the Client shall bear the expenses incurred thereof.

Article 2: Confidentiality

1. I am obligated and responsible for maintaining the confidentiality of all translator data, data of administrative personnel, client list(s), and work processes and methods to which I have access, including trade secrets of Linguitronics and the Client, while performing the work assigned to me.
2. I shall not disclose to any third person any work of a Client, in whole or in part, as described above, or information on related technologies, product development, product specifications, business plans, marketing strategies, marketing plans, business partners, and/or customer data that have not yet been made public or are considered trade secrets that offer a competitive advantage, or use such trade secrets for my personal gain or the gain of any third party without the express written consent of the Client. The preceding provision on confidentiality obligations shall remain in effect after the end of the assignment period.
3. Trade secrets include all kinds of oral, written, electronic, or other tangible or intangible information relating to the business of the Client that is marked "classified", materials and information that are not marked "classified" but should be regarded as confidential by the rules of the Client or customary business practice, data and information that could promote the commercial or non-commercial interests of the rights holder, and data and information that the revelation of which could cause damage to the rights holder. I have the responsibility to keep the trade secrets of the Client confidential as agreed or according to law.
4. To prevent the leakage of trade secrets of the Client, I hereby agree not to enter or upload the contents of work assignments from Linguitronics or reference information onto any generative artificial intelligence (AI) technologies/models/services, including ChatGPT or other online or offline platforms with similar functions. In the event of my use of any gratuitous or non-gratuitous online services, causing intellectual properties of the Client to be collected, misappropriated, stolen, or recorded by third parties, I hereby agree to discontinue with translation/editing assignments upon ad hoc written notices from Linguitronics to protect the interests of the Client.



Article 3: Professional Integrity

I will observe and abide by the code of ethics based on the professional integrity and ethics of a professional translator/interpreter/vendor, including but not limited to, the Code of Professional Conduct for Translators, Interpreters and Vendors (as attached) as the highest self-regulatory principles, and exercise the responsibility of a good administrator towards Clients.

Article 4: No Sloppy Work

I understand that I am given a translation/interpretation assignment because Linguitronics trusts my professional ability and experience. I will not sub-contract my work to another person without the express consent of Linguitronics. I also understand that delivering a machine-translated work which has not been post-edited according to client requirements constitutes an act of fraud.

Article 5: Obligation to Return

I shall, upon the end of my assignment period or upon the request of a Client, return all materials of the Client under my care, whether original or duplicate, back to the Client.

Article 6: Indemnification

If I violate the provisions of this Statement on intellectual property, confidentiality, or integrity, I will compensate the Client for any damages incurred and assume all legal consequences thereof.

Article 7: Validity

My promises and undertaking regarding confidentiality and protection of intellectual property shall remain in effect after I cease to be engaged by Linguitronics or stop receiving assignments from Linguitronics. The duration of such promises and undertakings shall be the same as the duration of Linguitronics' responsibility towards Clients as agreed.

Article 8: Court of Jurisdiction

I agree that, in case a dispute arises out of this Statement, Taiwan Taipei District Court shall be the court of jurisdiction for the first instance.



Code of Professional Conduct for Translators/Interpreters/Vendors

Commitment of a Professional Translator/Interpreter/Vendor

As a Translator/Interpreter/Vendor, I am committed to the highest standards of service quality, professional ethics, and business practices.

I shall:

- A. examine my professional competence against high standards and will not accept any assignments beyond my competence.
- B. represent my qualifications and experience truthfully.
- C. safeguard the interests of Clients without divulging or abusing confidential information or the intellectual property of Clients.
- D. inform Clients of any difficulties encountered in the translation/interpretation work truthfully, and seeking a solution with Clients;
- E. resolve any dispute with Clients based on the principles of good faith, and accept arbitration and observe the result of arbitration in the event that a dispute cannot be resolved;
- F. refrain from using a Client as a reference without the Client's consent;
- G. respect and refrain from interfering with or supplanting or seeking to profit from any business relationship between my Client and my Client's client.



I agree to the terms of this Confidentiality and Customer Copyright/Intellectual Property Protection Agreement and the Code of Professional Conduct for Translators/Interpreters/Vendors. This Statement shall become effective when I submit a signed and scanned version back to Linguitronics.

Date:

ID Card / Resident Certificate / Passport No:

Telephone:

Mailing address/household registration address:

Signature: _____