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Apex Operating Policies

April 15, 2014

www.apex-translations.com

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Operating Polices

Introduction :

This document details the procedures and policies that Apex Translations, Inc (below also referred to as "Apex") employs when interacting with translators, proofreaders, DTP experts, etc., below also referred to as "provider(s)".

Authorization to proceed with work

Please do not start working on any projects until you receive an e-mail from us that explicitly states "Please proceed", or "Please proceed with this project." No other wording shall be construed as a legally binding go-ahead from Apex. Without our explicit written go-ahead you do not have a mandate to proceed with any work, and we cannot pay you if you perform work without a mandate.

Billing & Payments

Basis for billing:

All quotations submitted to our clients are word count based. Accordingly, we expect our translators and proofreaders to base their billing to Apex also on word count. In certain circumstances, billing may be based on time spent. In these cases, agreement will be established between Apex and the provider prior to awarding the job.

We use the same rates for target and source words (ref. source vs. target word count below), to simplify our accounting procedures and to convey a sense of fairness to the client who might conclude we are attempting to maximize our profits if we do otherwise. Most clients are not aware of word count growth (or reduction) caused by the translation process, and we would only confuse the client if we were to account for these differences. We expect our translators and proofreaders to conform to this policy.

Source vs. target word count (for translators only):

If at all possible, we use the source word count as the basis for billing.

MS Word, MS Excel, MS PPt, editable (non-scanned) PDFs, etc., are typically counted with PractiCount. (http://www.practiline.com/) using the MS Word delimiter setting.

Non-editable hardcopies, scanned PDF documents, etc., which cannot be counted electronically, are typically counted using OCR (Optical Character Recognition) software to establish the source word count using MS Word.

If there is no reasonable and effective way to establish a source word count, we use the target word count (or an estimate of the target word count) as the basis for billing.

Applicable word counts are stipulated in our e-mail requests to the providers. If there is disagreement with respect to our word count(s), the provider needs to raise this issue prior to accepting the project.

NOTE: Only the agreed-upon word count can be used as the basis for billing to Apex.

For projects where our client has requested that we discount for text repetitions and/or 100% matches, or the text to be translated is highly repetitive and ignoring any text duplication would seem unreasonable, we ask our translators to accept a discounted rate for repetitive text and/or 100% matches to our translation memory. This rate is typically expressed in the form of a fraction of the regular rate.

Apex pays 20% of your regular rate for repetitive text and/or 100% matches.

At this time, we do not account for partial matches, e.g. 95%, 90%, etc., matches. These partial matches are all compensated at 100% of your regular rate.

There may be exceptions to this rule. These will be communicated separately on a case-by-case basis.

For proofreaders, the target word is used as the basis for billing.

Invoicing:

To avoid lost or misdirected invoices, we can no longer accept invoices sent by e-mail. All invoices need to be submitted at https://www.apex-translations.com/invoice_processing/.

The main currency to be used when invoicing Apex is US Dollars. If you typically invoice in Euros, please convert your rate using the current exchange rate and mention that you did so in the comment field of the invoice form.

Additionally, payments can only be issued if your profile (contact info, etc.) has been submitted at https://www.apex-translations.com/translator/login.php.

IMPORTANT: All providers must upload their resumes. This is a requirement stipulated by EN 15038-2006 (E) Sec. 3.2.2 and ISO 9001.

Finally, all providers who reside in the U.S. must send us a signed W9 form via e-mail or fax at the time an invoice is submitted. We cannot issue payments without the completed W9 form.

Payments:

Payments are issued 21 days after receipt of invoice.

We support the following payment methods:

1. Check – these are sent via postal mail (air mail).

2. PayPal - if payment via PayPal is requested, indicate so on in the comment field of the the invoice form, <u>including the PayPal e-mail address</u>. Failure to do so will automatically cause a check to be issued.
3. Electronic Bank Transfer (EFT) – Apex will transfer funds via EFT. However, prior agreement is required. Please contact your project Manager to obtain this agreement.

At this time we do not support money transfers using any other service providers such Moneybookers, for example.

<u>IMPORTANT INFORMATION:</u>

US Banks:
No fee applies for banks inside the US; we need the complete bank address including the ABA code.

Banks inside the EU zone:

These transfers are being conducted via American Express. The applicable exchange rate is determined by American Express; Apex has no influence in determining the exchange rate.

No fee applies if the bank resides in one of the EU countries; we do need the complete bank address including the IBAN code. We are unable to initiate bank transfers without the IBAN code.

Banks outside the EU zone and outside the US:

These transfers are being via American Express. The applicable exchange rate is determined by American Express; Apex has no influence in determining the exchange rate.

A $20 fee applies if the bank resides outside the EU zone and outside the US; we do need the complete bank address including the IBAN code. We are unable to initiate bank transfers without the IBAN code.

<u>Note:</u> Payment preferences must be indicated in the comment field of the invoice form. Not including this information will result in payment made in the form of a check.

Translation and proofreading practices

We have generated documents that summarize general guidelines for translators and proofreaders that must be followed as closely as possible.

The guidelines for translators can be downloaded at:
http://www.apex-translations.com/documents/GeneralGuidelinesForTranslators.pdf.

The guidelines for proofreaders can be downloaded at:
http://www.apex-translations.com/documents/GeneralGuidelinesForProofreaders.pdf.

Software requirements

All of our providers are expected, at a minimum, to own licenses for Windows-based MS Office (Operating System and application not older than Windows 2003/Office 2003), plus a recent version of Adobe Acrobat Professional, a suitable HTML editor (MS Word is not acceptable as an html editor), and to have an adequate working knowledge to use this software.

Communication

Good communication and rapid exchange of e-mails and documents is a key component to our business. To achieve this objective, our providers are expected to use capable computers, capable e-mail software, as well as a high-speed Internet connection.

We are asking our providers to check e-mail at least three times a day in order to maintain adequate communication.

If spam filters are used please check the content of that filter periodically.

We encourage the use of voice mail, cell phones, instant messengers, Skype, etc., to facilitate rapid exchange of information.

Our primary means of exchanging documents is through e-mail.

In case of multiple or very large documents need to exchanged, our ftp account may be used. The instructions on how to upload and download data files will be provided on an as needed basis. On rare occasions, we may use postal mail or express delivery to send hardcopy material or data stored on data disks. If there is a need to exchange documents in this fashion, Apex will absorb the shipping costs.

A five-digit project number is provided by Apex when the translation project is assigned to the providers. It also serves as the Purchase Order number.
When communicating with Apex by email, please always include our project number in the subject window of any e-mail correspondence.

Apex' translator and proofreader database

Apex maintains a database of translators and proofreaders, as well as other providers involved in the production process. This database contains important information such as contact information, the language pairs being offered, as well as the skills, expertise, and experience of the providers.
We encourage all our providers to update this information whenever any of the information that is captured in the database changes.

The database can be accessed at https://www.apex-translations.com/translator/login.php.

The information provided is stored on our secure server and will only be used by Apex personnel. For further information, please view our Privacy Policy at
http://www.apex-translations.com/about_apex/privacy.php

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Non-Disclosure Clause

Provider explicitly agrees to adhere to our NDA, which can be viewed and downloaded at http://www.apex-translations.com/documents/NDAweb.pdf.

Additionally, all providers are expected to sign our NDA return to Apex via Fax (815 461 9916) or e-mail (info@apex-translations.com). The NDA can be downloaded at http://www.apex-translations.com/documents/NDAweb_v1.pdf

Non-Compete Clause

There may be cases where the name and contact information of the purchaser of the translation project can be obtained from the document to be translated. In this context the term purchaser is defined as the individual or entity that purchases the translation from Apex. Provider explicitly agrees that he/she shall be prohibited from soliciting any work directly from the purchaser, and/or to contact the purchaser for other reasons unless explicitly permitted by Apex. Additionally, provider shall inform Apex immediately in the event that the purchaser establishes contact with the provider.

Copyright Clause

Provider explicitly agrees that producing a translation, performing proofreading of a translation, performing DTP activities, or any other related work for Apex Translations, Inc. and indirectly for its clients does not give the provider any copyrights in the translation. Provider acknowledges explicitly that the work he/she will be producing for Apex Translations, Inc. constitutes work for hire and that the copyright for any document that provider processes shall be entirely owned by Apex's client or by the original author of the source text, as the case may be.

Contact information

Any questions should be addressed to our office in Plymouth, North Carolina.

Our phone numbers: 1-800-634-4880 (+1 252 791 9902)
Our fax number: 1-815-461-9916
Our e-mail address: info@apex-translations.com
Our Skype ID: amanda.summerlin

How best to prevent miscommunication and mistakes: Never assume!

Always ask if you have any doubts. We are here to help and support you!

Our office hours are:

8:00 am – 5:00 pm US Eastern Time Monday through Thursday.
8:00 am – 4:00 pm US Eastern Time on Friday.

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