TRANSLATION FREELANCE CONTRACT

This Freelance Translation Agreement is made November 10, 2026 between **Example Workshop LLC** (the "Client") and **Casey Morgan** (the "Translator").

1. Translation Services

The Translator shall translate source material from **English** into **Spanish**. Scope: **Translate a training guide and deliver an edited version**.

Revisions. The fee includes **2** revision round(s) after first delivery to address specific queries regarding accuracy or terminology. Revisions required due to Client changes to the source text after delivery are billed separately.

Target delivery. December 14, 2026.

2. Standard of Care

The Translator shall produce a faithful, idiomatic, and accurate translation suitable for the intended audience and purpose identified by Client. The Translator shall not insert original opinions and shall flag ambiguities in the source text.

4. Confidentiality of Source Material

Source documents and translated output are Client Confidential Information. The Translator shall not use Client's content to train any public AI model or share it with third parties, and shall delete working copies on request after final delivery (other than one archival copy retained for up to 12 months for professional-liability purposes).

5. Machine Translation / AI Assistance

Unless Client has pre-approved in writing, the Translator shall not submit Client source content to public machine-translation platforms (e.g., consumer Google Translate, ChatGPT) that retain input for training. Enterprise tools with appropriate data-protection terms (e.g., MT with no-retention) may be used at the Translator's discretion, provided the Translator reviews and post-edits all output for accuracy and confidentiality.

6. Fees

Per deliverable. $155.00.

Invoices are payable within **45 days** after receipt.

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Rush fee 25% premium for expedited turnaround.

7. Term and Termination

Project-based. 14-day convenience termination. 10-day cure for material breach. **Kill fee.** If Client cancels after work has begun: 50% of the remaining unpaid fee plus compensation for completed portions.

8. Intellectual Property

Upon payment in full, the Translator assigns to Client all right, title, and interest in the translated text (including any copyright in the translation as a derivative work under 17 U.S.C. §101) — subject to Client's ownership of or license to the underlying source content.

Translation memories and glossaries. Translation memories, glossaries, and termbases developed by the Translator in providing the Services may be retained by the Translator for use with other projects, provided they do not include Client Confidential Information. Client-specific style guides and glossaries supplied by Client remain Client's property.

Pre-Existing IP (TMs, CAT tool configurations, reusable glossaries) per Exhibit A.

9. Warranties; Indemnity

The Translator warrants the translation is an accurate rendering consistent with professional standards. The Translator does not warrant the legal sufficiency or effect of the translated document in any jurisdiction. Mutual indemnification for each Party's breach.

10. Confidentiality

Standard; **DTSA §1833(b) immunity** applies.

11. Independent Contractor

The parties intend to engage the Translator for independent services. Applicable law and the actual working relationship determine worker status and any employment rights. The payee will supply the appropriate Form W-9 or applicable Form W-8 for its tax status. The payer will file and furnish Form 1099-NEC when required for the payment year.

12. Limitation of Liability

No consequential damages. Cap 2× fees paid in prior 12 months. Excludes confidentiality, IP indemnity, gross negligence, willful misconduct.

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13. General

Governing law CO. Mediation then AAA.Fee-shifting. Standard assignment, entire agreement, severability, counterparts, ESIGN/UETA.

Signatures

Client	Translator
PRINTED NAME	PRINTED NAME
SIGNATURE	SIGNATURE
DATE	DATE

Exhibit A — Pre-Existing IP

Item	Description	Owner

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