

# Kaili YAN

7-Year Experience Freelance Linguist Legal sector

📍 Hangzhou, CN  
☎ +86 13797330882  
✉ [cheritrans@foxmail.com](mailto:cheritrans@foxmail.com)

## Summary

**Rich experience:** started to work as a freelance linguist since 2015

**Specialized in:** legal, contracts, patent, business, financial, general, etc. Able to work on large projects independently

**Free time:** available every day and can work overtime for urgent projects

**Tool:** Trados 2014 and memoQ, quick learner of translation tools

**Quality:** 4,000 words per day, reliable, attention to detail, punctual, efficient

**Worked for:** Amazon, Anthem, BANK OF CHINA, CNPC, CHINA RAILWAY ENGINEERING GROUP, DAIMLER, JPMORGAN, Microsoft, McKinsey, OLAM INTERNATIONAL CHASE, etc.

## Project Profile

### Laws, legislation, government strategies, etc.

2015 - present

- 160k words of Notes on Basic Law of HKSAR in Sep.-Nov. 2021
- 27k words of COMMISSION IMPLEMENTING REGULATION (EU) 2021/758 and its drafts in May 2021
- 17k words of MOONTON HOLDINGS LIMITED SHARE PURCHASE AGREEMENT in Apr. 2021
- 8k words of LAWS OF MALAYSIA Act 815 TRADEMARKS ACT 2019 in Jan. 2021
- 12k words of REGISTRATION OF DEEDS ACT (CHAPTER 269, SECTION 29) REGISTRATION OF DEEDS RULES in Jan. 2021
- 80k words of Analysis Report on Investment and Legal Environment for Chile and Zambia in Aug. and Sep. 2020
- 11k words of INFECTIOUS DISEASE CONTROL AND PREVENTION ACT in Mar. 2020
- 70k words of GOVERNMENT GAZETTE OF THE REPUBLIC OF NAMIBIA and LABOUR ACT, 2007 in Aug. 2019
- 36k words of LAW ON EMERGENCY SITUATIONS in Jan. 2019

### Agreements, contracts, etc.

2015 - present

- 60k words of Shareholders Agreement & Share Purchase Agreement in Mar. 2022
- 1.5k words of Policy of Short Term Export Credit Insurance in Mar. 2022
- 80k words of SPA & Warrant in Dec. 2021
- 35k words of Agreement on Official Sponsors for the 19th Asian Games Hangzhou 2022 in Jul. - Dec. 2021
- 15k words of D&C Contractor Consent Deed in Sep. 2021
- 17k words of DEED OF VARIATION to the RACE PROMOTION CONTRACT in respect of the FORMULA 1 CHINESE GRAND PRIX in Sep. 2021
- 40k words of Performance Guarantee & Parent Guarantee & Power of Attorney & Contractor Consent Deed for North East Link Project in Jul. - Sep. 2021
- 17k words of Share Buy-Back Deed in Apr. 2021
- 17k words of MOONTON HOLDINGS LIMITED SHARE PURCHASE AGREEMENT in Apr. 2021
- 18k words of NAURA AKRON MOONTON HOLDINGS LIMITED SHARE PURCHASE AGREEMENT in Apr. 2021
- 10 words of Facility Agreement & Revolving Credit in Mar. 2021
- 28k words of SHARE PURCHASE AGREEMENT of Beckman Coulter Hong Kong Limited in Feb. 2021
- 12k words of AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE in Jan. 2021
- 5k words of TopXgun - Shareholders' Agreement in Oct. 2020
- 27k words of Credit Contract between Power Construction Shares and Bank of Communications in Oct. 2020
- 28k words of AGREEMENT FOR MAINTENANCE OF WAGONS BETWEEN ETIHAD RAIL COMPANY PJSC AND CRRC YANGTZE CO. LTD in Aug. 2020
- 19k words of DIGITAL DISTRIBUTION LICENSE AGREEMENT in Dec. 2019
- 18k words of EPC CONTRACT for NICKEL SMELTER PLANT PROJECT in Nov. 2019
- 50k words of AGREEMENT FOR SECURITY CESSION OF PROJECT DOCUMENTS in Sep. 2019
- 8k words of Share Purchase Agreement in Aug. 2019

- 61k words of FACILITY AGREEMENT in Apr. 2019
- 59k words of CAPACITY PURCHASE AGREEMENT Among Continental Airlines, Inc., AND Republic Airways Holdings Inc. And Republic Airline Inc. in Jun. 2018
- 40k words of ASSET PURCHASE AGREEMENT in Jun. 2017
- 16k words of Offshore Supply Agreement in Dec. 2016

### **Bylaws, resolutions, etc.**

2015 - present

- 18k words of ARTICLES OF INCORPORATION of TENGXIN REAL ESTATE (CAMBODIA) CO., LTD. in Feb. 2022
- 10k words of MINUTES OF A MEETING OF THE BOARD OF DIRECTORS OF BARISAL ELECTRIC POWER COMPANY LIMITED in Nov. 2021
- 16k words of Articles of Association of Jovial Elite Limited in Sep. 2021
- 15k words of Articles of Association of Shanghai Hong Fa Shipping Co., Ltd. in Mar. 2020
- 10k words of Articles of Association of Deutsche Bank Aktiengesellschaft in Feb. 2020
- 30k words of WRITTEN RESOLUTIONS of WAVE OPTICS LIMITED in Apr. 2019
- 9k words of Bylaws of NAURA AKRON INC. in Aug. 2017
- 34k words of Memorandum of Association of British American Tobacco p.l.c. in Jan. 2016

### **Handbook, strategies, etc.**

2015 - present

- 17k words of CMOC Group Regulatory Compliance Manual in Nov. 2021
- 80k words of MINIMUM REQUIREMENTS FOR RISK MANAGEMENT, IMPLEMENTATION AND CONTROL RELATED TO COMPUTER TECHNOLOGY, INFORMATION SYSTEMS AND ASSOCIATED RESOURCES FOR FINANCIAL INSTITUTIONS by CENTRAL BANK OF ARGENTINA in Aug. 2021
- 35k words of FEASIBILITY REPORT & BUSINESS PLAN on HIGH VOLTAGE TEST LABORATORY of the NATIONAL AGENCY FOR SCIENCE AND ENGINEERING INFRASTRUCTURE in Jun. 2021
- 28k words of POWERCHINA Limited Quality, Environment, Occupational Health and Safety Management System in Sep. 2020
- 2k words of FACULTY EMPLOYEE HUMAN RESOURCES MANUAL of BASIS International Schools in Jul. 2020
- 11k words of Management Policies in May 2019
- 9k words of Employee Handbook of Mallory Alexander in Jul. 2018
- 100k words of BMW OPTIS Tool – BMW Handbooks in Dec. 2017
- 25k words of Operation Manual of Management Specification of Outsourcing Service Institution in Jul. 2017
- 6k words of Safety Guidelines Handbook for Lab and Pilots in Jun. 2016
- 36k words of MANAGEMENT MANUAL FOR HSE of CNPC NorthEast Refining & Petrochemical Engineering Company Limited in May 2016

### **Proceeding instruments, tender documents, certifications, etc.**

2015 - present

- 20k words of Notarial Certificate in Dec. 2021
- 25k words of Paper of Civil Judgment by Beijing Higher People's Court in Nov. 2021
- 7k words of Administrative Complaint against China National Intellectual Property Administration in Apr. 2021
- 7k words of FashionTV - LIU ZHEN AFFIRM APRIL 2021 in Apr. 2021
- 10k words of Ash Conveying and Disposal Services of Indonesia Bengkulu 2x100MW Coal-Fired Thermal Power Station Project in Jan. 2021
- 25k words of PLAMA CONSORTIUM LIMITED (CLAIMANT) -decision on jurisdiction in Oct. 2020
- 13k words of 19790 CYK RD MK FINAL AWARD in Aug. 2020
- 1k words of Police Clearance Certification in Aug. 2020
- 26k words of PATENT INFRINGEMENT COMPLAINT WITH U.S. INTERNATIONAL TRADE COMMISSION in Jul. 2020
- 7k words of EVIDENCE BY WAY OF AFFIDAVIT IN SUPPORT OF OPPOSITION in Jan. 2020
- Around 40k words of proceeding documents and settlement agreements between and among AUSTAR INTERNATIONAL LIMITED and LIU ZHEN in Dec. 2019 to Dec. 2020
- 2k words of IFTA China Certification #5377A (BOMBSHELL) in Feb. 2020
- 40k words of BSMI Certification in Dec. 2019

## Education

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### Bachelor of Business English

2009 - 2013

Yangtze University

Passed TEM 8 (Test for English Majors), CATTI III (China Accreditation Test for Translators and Interpreters) and BEC

## Work Sample

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### Articles of association

Original:

The Directors may elect a chairman of their Board and determine the period for which he or she is to hold office. Such chairman shall initially be appointed by the Founders. If no such chairman is elected, or if at any meeting the chairman shall not be present within ten (10) minutes after the time appointed for holding the same, the Directors present may choose one of their members to be chairman of the meeting.

A Person may participate in a meeting of the Directors or committee of the Board of Directors by conference telephone or other communications equipment by means of which all the Persons participating in the meeting can communicate with each other at the same time. Participation by a Person in a meeting in this manner is treated as presence in person at that meeting. Unless otherwise determined by the Directors, the meeting shall be deemed to be held at the place where the chairman is at the start of the meeting.

Translation:

董事会可选举一名董事长并决定其任期。该董事长最初应由创始人任命。未选举董事长的，或者在任何会议上，董事长在指定开会时间后十（10）分钟内未出席的，所有出席董事可推选其中一人担任此次会议的主席。

任何人可通过电话会议或可使所有参会人士全程顺畅交流的其他通讯设备参加董事会会议或董事委员会会议。以此方式参加会议者，均视为已亲自出席。除董事会另有决定外，会议应视为在会议开始时主席身处地点举行。

### Law provisions

Original:

Article 41-2 (Employer's Obligation to Cooperate)

(1) Where an employee is hospitalized or isolated under this Act, the relevant employer may grant a paid leave during the period of such hospitalization or isolation, in addition to the paid leave provided for in Article 60 of the Labor Standards Act.

(2) No employer shall dismiss, or otherwise treat unfavorably, an employee on the reason of a paid leave granted under paragraph (1) and shall dismiss such employee during the period of the paid leave: Provided, That this shall not apply where the employer is unable to continue his/her business.

(3) The State may subsidize the cost of granting a paid leave under paragraph (1).

(4) The scope of subsidization granted under paragraph (3), procedures for application therefor, and other necessary matters, shall be prescribed by Presidential Decree.

Translation:

第41-2条（用人单位的配合义务）

（1）员工根据本法案住院或隔离时，除《劳工标准法》第60条规定的带薪假外，有关用人单位还可在住院或隔离期间给予带薪假。

（2）用人单位不得以第（1）款所给予的带薪假为由解雇员工或以其他不公平的方式对待员工，亦不得在带薪假期期间解雇该员工。但是，用人单位不能继续经营其业务的，此规定不适用。

（3）国家可补贴根据第（1）款给予带薪假的费用。

（4）第（3）款所述补贴范围、申请程序等必要事项，均按总统令规定执行。

### Compliance manual

Original:

Any employee who knows or suspects, or has reasonable grounds for knowing or suspecting, that another person is engaged in Market Abuse is obliged to report this activity to Regulatory Compliance, or alternatively take advantage of the relevant Firm's whistleblowing procedure.

The employee must not inform the persons on behalf of whom the transaction has been carried out or parties related to those persons of this notification. Disclosure of a suspicion as soon as practicable will not constitute a breach of confidentiality or of any restriction on the disclosure of information which applies to employees.

Any report of Market Abuse will be reviewed on a case by case basis to determine whether there are reasonable grounds for suspecting that a transaction involves Market Abuse. Regulatory Compliance and/or the relevant compliance officer(s) will clarify the background to the transaction as appropriate, will document the transaction, and will consider whether an external report is required e.g. to a local regulator.

Translation:

员工得知或怀疑，或有合理理由得知或怀疑有人存在市场滥用行为的，须将此事上报监管合规部门，也可按照公司的有关举报流程处理。

员工不得将此事通知所涉交易的委托人或其相关方。在切实可行的情况下尽快披露可疑行为，并不构成违反对员工适用的保密义务或任何信息披露限制。

对市场滥用举报将逐案审查，以确定是否有合理理由怀疑某项交易涉及市场滥用。监管合规部门和/或有关合规官将适时明确该交易的背景，将该交易记录在案，并考虑是否有必要上报当地监管机构等外部机构。

## Agreement terms

Original:

(a) Any notice or other communication including any request, demand, consent or approval, to or by a party to this deed must be in legible writing and in English addressed to the party in accordance with its details set out in Appendix 1, or as specified to the sender by any party by notice, and may be sent by pre-paid mail or delivered to that party's address or electronic communication.

(b) If the sender is a company or Project Co, any such notice or other communication must be signed by an Authorised Officer or under the common seal (if applicable) of the sender.

(c) Any such notice or other communication is regarded as being given by the sender and received by the addressee:

(1) if by delivery in person, when delivered to the addressee;

(2) if by post, 3 Business Days from and including the date of postage; or

(3) if it is sent in electronic form, at the time recorded on the device at the place of receipt,

but if the delivery or receipt is on a day which is not a Business Day or is after 4.00pm (addressee's time) it is regarded as received at 9.00am on the following Business Day.

Translation:

(a) 由本契约当事方收发的任何通知或其他通信（包括任何请求、要求、同意或批准），须为清晰可读的书面形式，以英文书写，并按照附录1所述详情或一方以通知向发件人指定的详情送至收件人，可通过预付邮费的邮件发送或交付至该方的地址或电子通讯地址。

(b) 发件人为公司或项目公司的，该通知或通信须经授权高管签名或加盖收件人的公章（视情况而定）。

(c) 该通知或通信：

(1) 派专人交付的，在交付给收件人时视为已由发件人发出并由收件人接收；

(2) 以邮寄方式发送的，自投递日（含）起计3个工作日视为已由发件人发出并由收件人接收；或者

(3) 以电子形式发出的，在收件地设备记录的时间视为已由发件人发出并由收件人接收，

但是，通知在非工作日或下午4时（收件人当地时间）之后交付或接收的，均视为在下一个工作日上午9时收到。