TRANSLATOR / INDEPENDENT CONTRACTOR AGREEMENT

The undersigned (“Contractor”) agrees to perform translation or other services as an independent contractor for Affordable Language Services, Ltd. (“the Company”) under the following terms and conditions:

**Independent Contractor Status**

1. It is agreed and understood between the parties that Contractor’s relationship to the Company is that of an Independent Contractor and nothing in this Agreement is intended, or should be construed, to create a partnership, agency, joint venture or employment relationship. Contractor is not authorized to make any representation, contract or commitment on behalf of the Company unless a written permission is issued by the Translation Department Manager at the Company.

2. Unless otherwise expressly set forth herein, the Company will not supervise, direct or control Contractor in the manner or method of performing any assignment provided by the Company. Contractor will determine the method, manner, and means of performing services, provided that Contractor shall satisfactorily perform the services to produce the intended result to the Company standards and timing requirements.

3. Contractor and contractor’s employees or subcontractors can document that he/she possesses the education, training, skills, experience, licenses, supplies and equipment necessary to the provision of translation services.

4. Contractor shall be responsible for payment of all taxes and insurance requirements under existing law, including, but not limited to social security taxes, federal, state and local income taxes, and unemployment requirements, if any. Contractor warrants that Contractor will make any and all necessary payments to appropriate governmental agencies and indemnify the Company against any and all claims, liabilities, costs, or expenses that may arise out of any breach of this requirement.

5. It is agreed and understood that Contractor is not covered by any workers’ compensation insurance provided by the Company to its direct employees and Contractor expressly waives any such coverage as a condition of signing this Agreement.

6. Contractor agrees and understands that he/she is not eligible for unemployment benefits by virtue of Contractor’s relationship with the Company.

7. The Contractor retains the right to perform services for others during the term of this Agreement.
8. Status as an independent contractor allows the Company and the Contractor to negotiate rates on a per project basis. For any projects that can benefit from the use of CAT tools, Contractor agrees to discount their standard rate according to the following schedule:

<table>
<thead>
<tr>
<th>Matches &amp; Repetitions</th>
<th>Discounted Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>100% matches and repetitions</td>
<td>25% of standard rate</td>
</tr>
<tr>
<td>95 – 99% matches</td>
<td>40% of standard rate</td>
</tr>
<tr>
<td>85 – 94% matches</td>
<td>50% of standard rate</td>
</tr>
<tr>
<td>75 – 84% matches</td>
<td>75% of standard rate</td>
</tr>
<tr>
<td>No match – 74% matches</td>
<td>100% of standard rate</td>
</tr>
</tbody>
</table>

**Non Solicitation – Non Compete – Non Disclosure**

9. During this Agreement, and for a period of one year immediately following this Agreement’s termination, Contractor shall not directly or indirectly solicit or compete for the business of any client of the Company. Forms of prohibited solicitation include, but are not limited to the distribution of Contractor’s personal business cards, telephone numbers, or any other personal contact information. The Company shall have the right to enforce the terms of this provision in any appropriate court of law or equity. Contractor agrees to reimburse the Company for all costs and expenses incurred in enforcing this provision including all attorneys’ fees, court costs and related expenses.

10. Contractor acknowledges that during the course of this Agreement, Contractor will have access to confidential information of the Company and the Company’s customers, including without limitation customer lists, customer contact information, information regarding customer’s use of or needs for language services, vendor/supplier lists, trade secrets, methods and processes involved in providing services, marketing and sales techniques, product information, financial data, pricing histories, pricing strategies, pricing margins, and other information and knowledge relating to the business of the Company or of the Company’s customers (collectively, “Confidential Information”). Contractor acknowledges that such Confidential Information is the sole and exclusive property of the Company and that the maintenance of the confidentiality thereof is essential to the Company’s ability to conduct its business. Therefore, during the term of this Agreement or at any time thereafter, Contractor will not, without the express written consent of the Company, directly or indirectly communicate or divulge any Confidential Information to any third party; however, Contractor may disclose or use such information under any of the following circumstances:

   a. disclosure or use thereof in good faith by Contractor in connection with the performance of Contractor’s duties for the Company;

   b. disclosure which is required by a court or other governmental agency of competent jurisdiction;

   c. disclosure or use of any such Confidential Information which becomes part of the public domain through no fault of Contractor or any agent of Contractor.
Performance Duties and Expectations

11. Contractor shall personally perform the entire assignment without subcontracting any part thereof to any other company or individual unless otherwise agreed in writing with the Company prior to project inception and the individual subcontractor has submitted their resume for approval to the Company’s Translation Project Manager.

12. Contractor shall not perform any services for a client while under the influence of illegal drugs or alcohol.

13. Contractor agrees to deliver all services within the designated time frame and in accordance with the Company’s quality procedures agreed to in each Project Assignment and set forth herein in this section of this Agreement. Contractor further agrees to immediately inform the Company of any potential delay in delivery or inability to comply with quality procedures or Agreement with the Company. The Company shall have the right to make appropriate deductions from amounts due to contractor upon the failure of the Contractor to comply with the terms of the section titled “Performance Duties and Expectations”.

14. Contractor agrees to be available for work-related communication and will respond within 24 hours of email or phone calls. Notification of any inability to comply with this policy, especially after project delivery, should be given in advance to the Translation Project Manager in writing.

15. Contractor understands that he/she may not perform any translation services on behalf of the Company without authorization from the Company, and that he/she will not be eligible for payment for any services rendered without proper authorization.

16. Invoices. The contractor shall submit a separate invoice to the company for each assignment performed. The invoice must include Contractor’s name, business name, address, invoice number, project assignment number as assigned by the Company, along with summary description of services including language combination, word count, and total due. Invoices shall be sent with project as a separate attachment or the same day as project delivery unless agreed otherwise in writing by the Company’s Translation Project Manager. Failure to send invoices on time could lead to processing delay of up to 90 days. Failure to send an invoice may result in the following penalties being applied to payment:

   a. Invoice not received within 30 days of project delivery – up to $50.00 deducted from amounts due to Contractor.

   b. Invoice not received within 60 days of project delivery – up to $100.00 deducted from amounts due to Contractor.

   c. Invoice not received within 90 days of project delivery – invoice will be considered null and payment will not be made.

17. Payment terms. When services provided comply with Performance Duties and Expectations, The Company shall pay contractor the fees set forth in each project within 30 days of invoice receipt. Any exceptions to this policy will be discussed and agreed to by Translation Project Manager and
Contractor before the start of any Project Assignment. Payment will be made in US dollars. ALS will normally provide payment via mailed check without any deductions for payment processing charges, unless otherwise requested by Contractor on the Contractor’s invoice. If Contractor requests payment via PayPal, money order or wire transfer, then any and all applicable fees for payment via PayPal, money order or wire transfer incurred by the Company will be deducted from amounts due to Contractor.

**Miscellaneous Provisions**

18. This Independent Contractor Agreement supersedes any previous agreement you may have reached with the Company.

19. Contractor agrees to indemnify and hold harmless the Company, its officers, employees and clients from and against all claims, losses, damages, liabilities and expenses (including attorney’s fees) arising out of or based upon Contractor’s conduct, acts or omissions.

20. This agreement contains the entire understanding of the parties relating to the subject matter herein contained, and this Agreement cannot be changed, modified or terminated except in writing signed by both parties.

21. This Agreement and all matters or issues collateral thereto shall be governed by the laws of the state of Ohio applicable to contracts performed entirely therein.

22. Unless otherwise set forth herein or mutually agreed to by the parties, any controversy between the parties hereto shall be resolved in the following manner. The parties to this Agreement will appoint two persons, one chosen by each party, to hear and agree upon the resolution of the dispute. If those persons are unable to agree within a reasonable time, then the two persons so chosen will jointly select a third impartial arbitrator whose decision will be final and conclusive on both parties. The cost of this process will be borne in such proportions as the arbitrator(s) decide.

23. It is mutually agreed and understood that either party may terminate this Agreement by giving 72 hours written notice to the other party. Following any termination of this Agreement, all assignments fully completed prior to termination shall be invoiced and paid pursuant to the terms of the assignment. With respect to any assignments in progress at the time of termination, such assignments shall be completed, invoiced and paid after termination pursuant to the terms of this Agreement, as if not terminated with respect thereto, unless otherwise specifically agreed by the parties in writing.

**Representations and Warranties**

24. By signing this Agreement, Contractor affirms and represents that Contractor is competent to translate in the language(s) stated on Contractor’s application provided to the Company.

**CONTRACTOR AGREES THAT ANY VIOLATION OF ANY OF THE FOREGOING MAY SUBJECT CONTRACTOR TO DISCIPLINARY ACTION, UP TO AND INCLUDING TERMINATION OF THIS AGREEMENT.**