

INDEPENDENT CONTRACTOR AGREEMENT**BETWEEN:****INDEPENDENT CONTRACTOR** (hereinafter called "you")

- AND -

ALL LANGUAGES LTD. (hereinafter called "we")

WHEREAS we are engaged in the business of providing translation, interpreting and other related linguistic services and are desirous of utilizing your services as may be required from time to time; and

WHEREAS you are engaged in the business of providing linguistic or related services as an independent contractor and, as such, are desirous of offering to us such services from time to time as you may be available;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and provisions herein set forth and other good and valuable consideration, the parties hereto agree with each other as follows:

1. Definitions

In this agreement, unless the contrary is specifically stated:

- 1.1 "confidential information" means any information about our clients, our business opportunities, us, and our business methods and practices, and includes any process, technique, testing method, program, service, or marketing information of ours, or any other information you acquired as a result of your services under this agreement or any PO you accept; information regarding our financial affairs, including our rates and charges; the requirements of any client of ours or business opportunity of ours; any current marketing or licensing strategies, proposals in progress, or other pending work of ours; and, any contract or personal information including our list of translators and interpreters;
- 1.2 "you", "your", and "yours" mean the independent contractor named above, whether the services are performed by a corporation, partnership, joint venture, association, sole proprietorship, or individual, including you personally, or those employees, partners, members, or agents of the independent contractor named above who are approved by us;
- 1.3 "your client" means us and clients you have found directly without any referral by our clients, and does not include our clients unless said clients were yours prior to working with them through us;
- 1.4 "we", "our", "ours", and "us" mean All Languages Ltd;
- 1.5 "services" includes translation or other product-related services (such as revision, proofreading, language assessments, and/or other related services such as desktop publishing, localization, notarization, and transcriptions) as well as interpreting and time-based or on location services (such as announcing or voiceovers);
- 1.6 "our business opportunities" includes all leads, inquiries, referrals, and requests for services arising from our contacts and clients;
- 1.7 "our client" or "our contact" includes the corporation, partnership, joint venture, association, sole proprietorship, or individual for whose benefit your services are performed under this agreement, and all employees and agents of thereof. This includes anyone whose name appears in the material supplied to you to facilitate the delivery of your services, every person you may be exposed to while providing your services on our behalf, and any person to whom you may be referred by someone you met while performing services for us;
- 1.8 "our full satisfaction" means accurate, full, and timely completion of services as set out in each PO you are issued. For translation-related services, this includes delivering the text in final approved form and ready, in our opinion, for release to our client at the delivery deadline set out on our PO, answering questions about your work, and your introduction of changes requested by us or our client;
- 1.9 "our client's full satisfaction" means the absence, at any time, of any written or verbal complaint by our client;
- 1.10 "personal information" has the same definition as in the *Personal Information Protection and Electronic Documents Act*, and includes without limitation, an individual's name, address, age, date of birth, sex, and religion, whether recorded in printed form, on film, by electronic means or otherwise; and,
- 1.11 "PO" means "Purchase Order" including the Standard Terms & Conditions.

2. Independent Contractor Status

- 2.1 The parties acknowledge and agree that we have engaged you as an independent contractor, solely to perform and provide the services to us specified in this agreement and in any PO you accept. Neither you nor any present or future employees, agents, or subcontractors of yours shall be deemed to be an employee, servant, or agent of ours for any purpose whatsoever unless an employment agreement has been executed with us.
- 2.2 Subcontracting is permitted, except if the work is designated/classified in the PO, provided you notify us when accepting an assignment and the subcontractor you use is approved by us prior to commencing work. You may be required to provide detailed information regarding the subcontractor, including his/her experience and qualifications, and the subcontractor may have to register directly with us in order for approval to be provided. We may cancel a PO and re-assign it to a subcontractor of our choice should we disapprove your choice of subcontractor.
- 2.3 Subcontracting of translation services is permitted without advanced approval by us if the subcontractor meets the ISO 17100:2015 or CAN/CGSB-131.10-2008 Standard for Translation Services. However, proof that the subcontractor meets said standard must be provided to us immediately upon request.
- 2.4 Subcontracting of interpreting services is permitted without advanced approval by us if the subcontractor meets the NSGCIS-AILIA Standard for Interpreting Services. However, proof that the subcontractor meets said standard must be provided to us immediately upon request.
- 2.5 The parties acknowledge that you are in the business of providing your services to all your clients, including us, and that we, but not you, are in the business of supplying services to our clients. The parties further acknowledge that we are free to purchase from any other person or entity at any time the same or similar services which you provide to your clients. The parties acknowledge that you are solely responsible for the organization and management of your business and, consequently, you may render at any time similar or identical services to your clients other than us. You alone shall be entitled to enjoy the profits or suffer the losses, if any, from the operation of your business.

3. Duration of Agreement

- 3.1 This agreement is effective for an indeterminate amount of time beginning on the date of execution and shall apply to any PO which you accept from us while this agreement is in effect, whether or not this agreement is terminated before the completion of a PO you have accepted.
- 3.2 This agreement may be terminated at any time by either party in writing without notice. Once this agreement is terminated, you shall not be offered and shall not accept any POs from us unless a new independent contractor agreement is agreed to.

4. Description of Services

- 4.1 You are retained to perform services for us. The specific services you are retained to perform will be as set out in each individual PO you accept.
- 4.2 You are not guaranteed to be offered any POs based on your execution of this agreement with us. You are simply agreeing to be available as an independent contractor. We may offer you as many or as few POs as we in our discretion decide, and you may accept or refuse to complete as many POs as you in your discretion decide.

5. Confidentiality

- 5.1 You acknowledge that while providing your services, you will acquire certain confidential information relating to or arising from our clients and their businesses, and our business.
- 5.2 You covenant and agree that you shall not directly or indirectly disclose to any other person, firm, or corporation any such confidential information other than any such information which:
 - i. has been published or is otherwise in the public domain at the time of its disclosure;
 - ii. comes into the public domain without any breach of this agreement; or
 - iii. is disclosed in compliance with any applicable law, regulation, or regulatory order.
- 5.3 You covenant and agree that you shall not directly or indirectly use any confidential information for any reason whatsoever except for our benefit any such confidential information other than any such information which:
 - i. has been published or is otherwise in the public domain at the time of its disclosure;
 - ii. comes into the public domain without any breach of this agreement; or
 - iii. is disclosed in compliance with any applicable law, regulation, or regulatory order.
- 5.4 You further covenant and agree that, upon request, you shall, promptly return all confidential information which may be in your possession or over which you have control, together with any copies stored in any form such as paper or electronic files, including e-mail transmissions.

5.5 Your obligations with respect to confidential information set out herein shall survive the expiration of this agreement and shall remain in force indefinitely.

6. PIPEDA

6.1 You acknowledge that Canada's federal *Personal Information Protection and Electronic Documents Act* (PIPEDA) applies to you and us.

6.2 You therefore agree to operate in compliance with your obligations under PIPEDA, and without limiting the generality of the foregoing you agree to:

i. maintain, and where necessary, implement the necessary security mechanisms and procedures to ensure against the direct or indirect unauthorized access, use, disclosure, alteration, loss or destruction of any Personal Information provided by us or otherwise obtained by you in the course of your performance of the services; and

ii. when requested by us, co-operate with the fulfillment of our obligations under PIPEDA.

6.3 Your obligations with respect to PIPEDA set out herein shall survive the expiration of this agreement and shall remain in force indefinitely.

7. Non-Solicitation and Non-Competition

7.1 You shall never provide your contact information or any address or means of communication other than ours to our client, even if you are asked by our client to provide such other contact information, address, or means of communication.

7.2 You agree that during the term of this agreement and for a period of twelve (12) months following the termination of this agreement or the completion of the last PO you accepted or were offered with us, whichever is later, you shall not, either directly or indirectly, on your own behalf or in the service or on behalf of others solicit, divert, or appropriate or attempt to solicit, divert or appropriate any orders, business, or work from our clients or our business opportunities, if you provided services to our client or to our client that was the source of our business opportunity within the last twelve (12) months this agreement was in effect.

8. Remedies

8.1 If you breach your non-solicitation obligations in section 7 of this agreement you agree to pay to us as liquidated damages, and not as a penalty, a sum equal to two times the amount you or anyone else was paid for any orders, business, or work that was diverted or appropriated from us contrary to this agreement.

8.2 You covenant and agree that if you breach the obligations with respect to confidential information in section 5 or non-solicitation in section 7 of this agreement or in any PO that you accept, such breach would result in irreparable harm in respect of which monetary compensation would not suffice, and that injunctive or other similar relief would be an appropriate remedy. In addition, you agree that you shall be liable to account to us for any profit realized from any such breach.

9. Responsibilities

9.1 You represent and warrant that the services to be provided to us by you shall be of the highest professional quality, and that everyone who will perform services for us is a fully qualified and competent professional.

9.2 You are solely responsible for your acts and omissions in performing the services.

9.3 You shall be entirely responsible for the performance of your services and, notwithstanding the generality of the foregoing, you shall determine both the method(s) which you may utilize to render your services to us and the time(s) at which your services shall be rendered, subject to any predetermined requirements of our client as specified on our PO.

9.4 While we may provide links to training materials or provide it by the nature of our workflows, we shall not be responsible to provide any training to you. You are responsible for keeping us updated on any changes to your education, certification, accreditation, security clearance, experience, etc.

9.5 When we contact you to offer our PO, we shall rely solely on you to decide whether you can complete our PO competently, on time, and in full compliance with all terms of this agreement and our PO before you accept the PO. Upon accepting our PO, you shall complete it competently and on time.

9.6 While we may provide software, you shall supply all necessary or desired tools and equipment to render services including your own premises, computer, printer, scanner, phone, terminology databases, dictionaries, and transportation. We shall not be liable to pay for, either directly or to you, any expense incurred by you in respect of the services rendered to us, except as specifically set out on our PO.

- 9.7 In the event that you, in your sole discretion, decide to utilize the facilities or equipment at our premises we shall not be liable for any loss or damage that may result from your use including, but not limited to, data loss or equipment failure.
- 9.8 It is understood and agreed that all rights to services provided in any form, printed, digital or otherwise, including but not limited to all copyright in the translated work, are to be owned in full by us or our client. Upon completion of any service pursuant to any PO, you agree to sign any documents necessary to transfer to, and vest in, the client all such rights, and to waive your moral rights in the translated work, and/or confirm your destruction thereof.
- 9.9 You are responsible for complying with and submitting the requisite filings and payments under the laws applicable to where you and/or your business reside, such as federal, provincial, or municipal law, including but not limited to the Federal and Provincial Income Tax Acts, Employment Insurance Act, Canada Pension Plan, workers' compensation legislation, employer health tax and health insurance legislation, H.S.T. legislation, and local taxing legislation. You are solely responsible for maintaining your own business records.

10. Rate & Payment Terms

- 10.1 We shall pay for the services provided by you based upon our standard or previously agreed upon rates. Some clients are entitled to special rates which will be reflected in the PO's you are offered. You shall read all PO details, and you may accept or decline any PO offered. However, once you accept a PO, you are deemed to accept all terms, including rate.
- 10.2 Upon completion of any mandate, the PO for that mandate shall be deemed to be your invoice to us for all the services rendered by you in respect of that mandate. There is no need for you to issue us a separate invoice.
- For translation tasks, "completion of the mandate" means delivery of translation with your personal revision, proofreading, format check, and working with our QA linguists, if applicable, such that the translation is ready for client delivery.
 - For QA services (such as revision, proofreading, and/or basic content check), "completion of the mandate" means delivery of a fully approved translation with changes introduced and questions properly addressed, such that the translation is ready for client delivery.
 - For interpretations and other tasks which require advising us of time taken, "completion of the mandate" means reporting to us the time spent such that we can send you a final copy of your PO.
- 10.3 Payment for completed mandates is generally issued within 30 days, depending on both the date the mandate is completed and the method of payment you have requested. For those located in Canada who are required to receive payment via EFT, payment is issued weekly, four weeks in arrears. For those outside Canada who have requested wire transfers or other online payment methods, payment is issued at the beginning of the month for all POs completed prior to the 20th.
- 10.4 Payment is issued based on the assumption that services have been completed to our and our client's full satisfaction. We shall pay you only for services we can sell to our clients and shall therefore be entitled to withhold any or all monies owing to you, or recover from you all monies paid to you, in any one or more of the following circumstances:
- if you have not complied with any of the provisions of this agreement, the PO, or with the oral or written instructions of our client (to the extent that such instructions do not breach the terms of this agreement or the PO);
 - if you have not completed the PO to our or our client's full satisfaction;
 - if our client refuses to pay all or part of our account based upon a breach of our agreement;
 - if, when requested, you refuse or fail to testify in any proceedings in which the accuracy, grammar, spelling, quality, punctuality, or any other aspect of your services is in question; or
 - if you have not returned to us all documents, equipment, hardware, software, materials, keys, access cards, or other items supplied to you.
- 10.5 Without limiting the foregoing, all losses, damages, and costs which we may suffer related to your services, including but not limited to our client's decision not to pay for the services you rendered in whole or in part, are your responsibility and those losses, damages and costs may be set off against any monies we owe to you and/or may otherwise be recovered from you.
- 10.6 We shall be solely responsible for the conduct or settlement of any claim by one of our clients without your advice or consent. You shall not contact our client nor shall you at any time interfere with our exclusive right to determine our course of action.

11. Indemnification

- 11.1 You undertake and agree to defend and to indemnify us and save us harmless, at your expense, from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted, in any manner, based upon, occasioned by or attributable to your activities by reason of:
- i. any breach of this agreement by you;
 - ii. your acts or omissions in performing services, including inaccuracies as to interpretation, form, style, content, grammar, or spelling, or other otherwise carrying on your business, including damage to or loss of any and all personal property such as the defacing of any document, equipment, material, or access card provided to you, whether deliberate, accidental or through negligence, and tickets, fines or penalties;
 - iii. any claim or finding that you or your employees are in an employment relationship with us; and,
 - iv. any liability on your part, under the Federal and Provincial Income Tax Acts, Employment Insurance Act, Canada Pension Plan, workers' compensation legislation, employer health tax and health insurance legislation, H.S.T. legislation, and local taxing legislation, to make contributions, withhold or remit monies or make any deductions from payments, or to pay any related interest or penalties.

12. General

- 12.1 The headings contained in this agreement are for ease of reference only, and shall not in any way affect the meaning or interpretation of this agreement.
- 12.2 This agreement and any PO you accept shall be governed and construed in accordance with the laws of the Province of Ontario, Canada, and the courts of the Province of Ontario shall have exclusive jurisdiction over any action commenced in connection with this agreement.
- 12.3 Any waiver or indulgence by one of the parties of any covenant or condition of this agreement or any PO you accept in favour of that party shall affect only the specific occurrence for which the covenant or condition was waived or indulged.
- 12.4 This agreement and any PO you accept shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, trustees, personal representatives, and successors.
- 12.5 Your acceptance of any PO from us shall constitute your full understanding and acceptance of all the terms contained herein and in that PO.
- 12.6 This agreement and each PO pursuant hereto together constitute the entire agreement and together supersede all prior written and verbal agreements between the parties.
- 12.7 If any portion of this agreement or any PO you accept is declared invalid or unenforceable, the remaining portions hereof shall nevertheless remain in full force and effect.
- 12.8 The remedies specifically set out in this agreement shall not limit any other remedy that may be available at law for breaches of this agreement.
- 12.9 You acknowledge that you have received such independent legal advice concerning this agreement as you deem necessary, that you fully understand your rights and obligations under this agreement, and that you are executing this agreement voluntarily.

This Agreement shall be in full force and in effect as of the date it is fully executed.