

## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into as of the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, between Schreiber Translations, Inc. ("the Company") and \_\_\_\_\_ ("the Contractor").

1. Independent Contractor. Subject to the terms and conditions of this Agreement and the Guidelines which are posted on the Company's ACCESS website and are incorporated herein by this reference, the Company hereby engages the Contractor as an independent contractor to perform the specific services set forth herein, and the Contractor hereby accepts such engagement. The conduct and control of such services will lie solely within the purview of the Contractor (but will nevertheless be required to meet the standards and guidelines of each assignment) and be conducted at the Contractor's own premises, using the Contractor's own equipment. This Agreement shall not render the Contractor an employee, partner, agent of, or joint venturer with the Company for any purpose. The Contractor is and will remain an independent contractor in [his or her] relationship to the Company.

The Contractor shall be solely responsible for the payment of all taxes and compliance with any and all filing requirements arising under all applicable tax laws with respect to the compensation paid to Contractor hereunder and agrees to indemnify and hold the Company harmless from all liability and obligation with respect thereto. The Contractor shall have no claim against the Company hereunder or otherwise for vacation pay, sick leave, holiday pay, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. For Contractors residing in the United States, the Contractor certifies that he/she is not an undocumented worker or undocumented immigrant.

2. Qualifications. The Contractor certifies that any information the Contractor has supplied to the Company (or which the Contractor may supply from time to time) regarding abilities, capabilities, education and qualifications, and eligibility to work as an Independent Contractor in the United States if required, is accurate and true. The Contractor understands that the Company may seek independently to verify the Contractor's credentials and qualifications, and the Contractor authorizes the Company to do so.
3. Duties, Term, and Payment. From time to time, the Company shall offer the Contractor the opportunity to perform translation or other language services under this Agreement. The Contractor's duties, term of engagement, compensation and provisions for payment thereof shall be as set forth in a mutually agreed document, email, and/or work order. The Contractor shall have the right to accept or reject any assignment.
4. W9/W8 Forms. All Contractors must complete a W9/W8 form; which is included with this Agreement. The W9/W8 should be returned with this Agreement.
5. Expenses. During the term of this Agreement, the Contractor shall not bill the Company for out-of-pocket expenses which may be incurred in connection with the performance of the duties hereunder, all of which shall be the sole responsibility of the Contractor.
6. Written Reports. The Company may request progress reports and other documentation from the Contractor. These reports shall be in such form and setting forth such information and data as is reasonably requested by the Company.
7. Inventions. Any and all inventions, discoveries, developments and innovations conceived by the Contractor during this engagement relative to the duties under this Agreement shall be the exclusive property of the Company; and the Contractor hereby assigns all right, title, and interest in the same to the Company. Any and all inventions, discoveries, developments and innovations conceived by the Contractor prior to the term of this Agreement and utilized by [him or her] in rendering duties to the Company are hereby licensed to the Company for use in its operations and for an infinite duration. This license is non-exclusive, and may be assigned without the Contractor's prior written approval by the Company to a wholly-owned subsidiary of the Company.
8. Confidentiality The Contractor agrees to maintain strict professional secrecy and confidentiality concerning any, and all oral and written information and documentation, including electronic files which the Contractor may obtain or have access to in conjunction with any work performed for the Company. Failure to comply could result in legal action.

Confidential

The Contactor is in agreement that all work performed is considered confidential and proprietary, and should not be discussed without the Company's authorization. Proprietary information includes trade secrets, pricing, customer names and lists, operation methods, business plans and other confidential data and goodwill. The Company and Contractor agree that disclosed information shall not be deemed proprietary if such information is already known to the receiving party; or is rightfully received by the receiving party from a third party having the right to disclose the information; or becomes publicly available through no wrongful act of the receiving party; or is hereafter furnished by disclosing party to others without a similar restriction on disclosure; or is independently developed by the receiving party without breach of this Agreement. The receiving party shall not be liable for inadvertent disclosure or use of information received hereunder if, upon discovery of such, it shall take reasonable steps to prevent any further inadvertent disclosure or unauthorized use. The receiving party may make disclosure pursuant to requirements of a Governmental agency or disclosure required by operation of law, provided that receiving party shall give the other party reasonable advance notice to contest such requirement of disclosure.

In addition, the Contractor further agrees not to reveal, divulge, or publicize any matters dealt with, nor disseminate any oral or written information obtained as a result of any work performed for the Company.

No license is either granted or implied by the conveying of Proprietary information by either party. Communications from the receiving party shall not be in violation of the proprietary rights of any third party.

The Contractor also understands that the [he or she] may have access to confidential health care information and other privileged documents. This includes but is not limited to: General information (patient's name, medical record number, social security number, address, and birth date) and Health information (diagnosis, medical history, and treatment and medications). As such, the Contractor understands and agrees that [he or she] must review and adhere to the guidelines of the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191).

This Agreement sets forth the entire understanding between the parties hereto relative to the disclosure of Proprietary information covered by this Agreement, and supersedes all previous or contemporaneous understandings, commitments, or agreements, written or oral, regarding such information.

9. Conflicts of Interest. The Contractor represents that [he or she] is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between the Contractor and any third party. Further, the Contractor, in rendering [his or her] duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret which [he or she] does not have the right to use. During the term of this Agreement, the Contractor shall devote as much of [his or her] productive time, energy and abilities to the performance of [his or her] duties hereunder as is necessary to perform the required duties in a timely and productive manner. Nothing in this Agreement shall be deemed to require the Contractor to work exclusively for the Company nor preclude the Contractor from performing services for other parties while performing services for the Company.
10. Right to Injunction. The parties hereto acknowledge that the services to be rendered by the Contractor under this Agreement and the rights and privileges granted to the Company under the Agreement are of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and the breach by the Contractor of any of the provisions of this Agreement will cause the Company irreparable injury and damage. The Contractor expressly agrees that the Company shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by the Contractor. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that the Company may have for damages or otherwise. The various rights and remedies of the Company under this Agreement or otherwise shall be construed to be cumulative, and no one of them shall be exclusive of any other or of any right or remedy allowed at law or in equity.
11. Merger. This Agreement shall not be terminated by the merger or consolidation of the Company into or with any other entity.
12. Termination for Convenience; Non-Exclusive Rights. The Company shall have the right to terminate this Agreement for convenience at any time and in its sole discretion by providing the Contractor with a written notice of termination to be effective immediately upon receipt by the Contractor. The Contractor shall not commence any further work following the receipt of any such termination notice. The Contractor

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acknowledges that this Agreement neither grants exclusive rights to perform any work for the Company, nor in any way guarantees the Contractor a minimal amount or any volume or quantity of work. In the event of any termination for convenience, the Company shall pay the Contractor for all work performed through the date of termination according to the terms detailed in the Guidelines set forth in STI ACCESS and provided the Contractor's submits the requisite Contractor invoice. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of the Company, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the Company at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.

13. Insurance. The Contractor is responsible, at [his or her] own cost and expense, for securing and maintaining adequate insurance as determined by the Company.
14. Successors and Assigns. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns. Notwithstanding the foregoing, the Contractor shall not have the right to assign this Agreement or to subcontract the work hereunder without the prior written consent of the Company, which may be granted or withheld in the Company's sole discretion.
15. Choice of Law. The laws of the state of Maryland shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.
16. Arbitration. Any controversies arising out of the terms of this Agreement or its interpretation shall be settled in Maryland in accordance with the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof.
17. Headings. Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.
18. Waiver. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.
19. No Right to Accept Additional Work Directly from the Company's Clients. The Contractor agrees to immediately refer to the Company any request from the Company's client for any services. The Contractor will not directly or indirectly perform these services without the prior authorization of the Company. If the Contractor violates this provision, the Contractor shall be obligated to pay to the Company fifty percent (50%) of all revenue derived by the Contractor from such services, together with any costs or expenses, including reasonable attorneys' fees, incurred by the Company in enforcing this provision.
20. Notices. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to the Contractor:

If to the Company: Mit Shattuck, Chief Operating Officer  
Schreiber Translations, Inc.(STI)  
51 Monroe Street, Suite 101  
Rockville, MD 20850


Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

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- 21. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless mutually agreed in writing and signed by the parties hereto.
- 22. Entire Understanding; Survival. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect. The covenants and agreements of the Contractor, including, without limitation, with respect to the confidentiality of proprietary information and the covenant not to directly or indirectly perform services for clients of the Company without prior written authorization of the Company, shall survive the termination of this Agreement, for any reason, and the completion of the Contractor's performance of services hereunder.
- 23. Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

Schreiber Translations, Inc.

By:   
Its: STI Chief Operating Officer  
Name: Mit Shattuck  
Address: 51 Monroe St. Suite 101  
Rockville, MD 20850

Contractor

By: \_\_\_\_\_  
Its: Contractor  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_