

## CLIENT SERVICES AGREEMENT

THIS CLIENT SERVICES AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 200\_\_ (the “Effective Date”) by and between LANGUAGE BANK, INC., a Florida corporation with offices located at 1323 Lancaster Drive, Orlando, Florida 32806 (“LB”), and \_\_\_\_\_, a \_\_\_\_\_ company/individual/entity with offices located at \_\_\_\_\_ (“Client”).

### RECITALS

WHEREAS, LB is a company that provides its clients with Interpretation and Translation Services, as those terms are defined below;

WHEREAS, Client is in need of procuring Interpretation and/or Translation Services and wishes to retain LB to perform such services;

NOW, THEREFORE, intending to be legally bound, the parties hereto agree as follows:

### AGREEMENT

1. Services. During the Term (as defined below) of this Agreement, LB shall provide the following Services for Client:

**[Check (a) or (b) or both (a) and (b), as applicable]**

(a) \_\_\_\_\_ Interpretation. LB agrees to act as an interpreter for Client wishing to translate verbal conversations into English or other languages, as applicable, as set forth in detail on **Exhibit “A”** hereto.

(b) \_\_\_\_\_ Translation. LB agrees to act as translator for Client wishing to have written documents translated into English (or other languages, as applicable) in written form, as set forth in detail on **Exhibit “A”** hereto.

Client hereby understands and acknowledges that LB may use its own employees or consultants or subcontractors to render the Services set forth herein.

2. Term. This Agreement shall be for a “Term” of either (a) or (b) [**check as applicable**]:

[**Check either (a) or (b)**]

**(For Specific Project)**

- (a) \_\_\_\_\_ the Term of this Agreement shall be such period of time as is reasonably necessary to complete the one-time Services detailed on **Exhibit “A”** hereto;

-OR-

**(For On-Going or Repeat Services)**

- (b) \_\_\_\_\_ the Term of this Agreement shall be for a period of \_\_\_\_\_ (years) \_\_\_\_\_ (months) and shall automatically renew for the same successive periods (“Renewal Terms”);

provided, that either party can terminate this Agreement, at anytime, including during any Renewal Term, for any or no reason, upon ten (10) days prior written notice and the payment of all outstanding obligations then due to the other party hereto.

3. Fees. In consideration of the Services to be rendered pursuant to this Agreement, Client shall pay LB the fees set forth on **Exhibit “A”** hereto. All fees shall be due and payable within ten (10) days of Client’s receipt of each invoice for Services rendered.

4. Relationship Between Parties. LB’s relationship to Client under this Agreement is that of independent contractor. Neither LB or LB’s employees, consultants, subcontractors or agents, shall be or shall be deemed to be an employee or servant of Client. None of the benefits provided by Client to its employees, including without limitation workers’ compensation and unemployment insurance, shall be available to LB or LB’s employees, consultants, servants or agents as a result of this Agreement. LB shall assume full responsibility for, and indemnify and hold Client harmless from, the payment of all local, state and federal taxes and other contributions imposed or required under unemployment, social security, and income tax laws arising out of LB’s engagement by Client under this Agreement.

5. Non-Solicitation. Client hereby understands and acknowledges that LB has expended extensive time and resources in finding, hiring, retaining and/or training its employees, consultants, subcontractors or agents. Accordingly, Client hereby agrees that during the Term of this Agreement and for a period of one (1) year after termination of this Agreement, Client shall not directly or indirectly, whether individually or as an owner, officer, director, employee, consultant or agent of any company or other entity, in any manner whatsoever, hire or attempt to hire, retain, engage or solicit, in any manner,

any employee, consultant, subcontractor or agent of LB to perform any language interpretation or translation services.

6. Limitation of Liability. It is understood that Interpretation and Translation Services are subject to the vagrancies of dialect, regional differences, and colloquial variances, as well as unique uses, interpretation and jargon, particularly technical terminology or terms idiomatic to certain specialized activities (e.g., the practice of law in the U.S. or other countries, etc.) or groups. Thus, although LB will render its Services in a professional manner, it cannot and will not represent that its Interpretation or Translation Services will accurately reflect the context or nuances of all given assignments. Accordingly, Client agrees that it shall not seek indemnity by this Agreement or the Services rendered hereunder from LB against any damages or losses associated therewith. Client agrees that LB shall not be liable for any of Client's losses or damages, associated with the Services rendered under this Agreement, whether directly or indirectly caused by performance or non-performance of obligations imposed by this Agreement or by the negligent acts or omissions of LB or LB's employees, consultants, servants, subcontractors, or agents. Client does hereby waive and release any rights of recovery against LB that it may have hereunder. It is further agreed that if LB should ever be found liable for any losses or damages attributable to the Services rendered, in any respect, LB's liability shall not exceed the total amount of Fees actually paid by Client to LB under this Agreement in the proceeding twelve (12) month period, and Client's sole remedy at law or in equity shall be the right to recover a sum within such limit. Client may obtain a greater limitation of liability, if desired, by payment of increased Fees, which increased Fees would be negotiated between Client and LB upon the request of Client in writing.

7. Assignment. This Agreement is freely assignable by either party provided that the assigning party shall remain primarily liable for any unpaid obligations arising prior to the date of Assignment.

8. Disputes; Governing Law; Relief. Any legal proceeding of any nature brought by any of the parties to this Agreement to enforce any right or obligation, shall be brought only in the state or federal court located in and for Orange County, Florida. Both parties acknowledge and agree that certain breaches of this Agreement may not provide the non-breaching party with an adequate remedy in damages; and, therefore, both parties agree that the non-breaching party shall have the option to pursue injunctive relief without the necessity of posting security or bond which is hereby specifically waived. Both parties agree that the construction and interpretation of this Agreement shall at all times and in all respects be governed by the internal laws of the State of Florida.

9. Entire Agreement. This Agreement contains the full and complete understanding and agreement of the parties with respect to the subject matter hereof, and supersedes all prior understandings and agreements, whether oral or written, concerning the subject matter hereof.

10. Waiver; Modification; Cancellation. Any waiver, alteration, or modification of any of the terms of this Agreement, or cancellation or replacement of this Agreement, shall not be valid unless in writing and signed by both parties. In the event any provision of this Agreement is determined to be unenforceable, the remaining provisions hereof shall not be affected.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

LANGUAGE BANK, INC.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

CLIENT

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**EXHIBIT "A"**

SERVICES TO BE RENDERED: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (“Services”).

FEES FOR SERVICES: \_\_\_\_\_  
\_\_\_\_\_ (“Fees”).

DELIVERY DATE FOR SERVICES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_