

SUBCONTRACTOR AGREEMENT

THIS SUBCONTRACTOR AGREEMENT ("Agreement") is made and entered into this ___ day of _____, 2005, (the "Effective Date") by and between LANGUAGE BANK, INC., a Florida corporation with offices located at 1323 Lancaster Drive, Orlando, FL 32806 ("LB") and _____, a _____ company/entity/individual with offices located at _____ ("Subcontractor").

RECITALS

WHEREAS, LB desires to form a consulting relationship with Subcontractor whereby Subcontractor performs certain services to LB as outlined below, and Subcontractor agrees to provide such services to LB upon the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Services. LB agrees to engage Subcontractor and Subcontractor agrees to serve as a consultant to LB pursuant to the terms and conditions of this Agreement. During the term of this Agreement, Subcontractor shall furnish either or both of the following services for LB (**Check "√" as applicable**):

(a) _____ Interpretation. Subcontractor hereby agrees to act as an interpreter for clients contacting LB clients wishing to have conversations verbally translated into English or other language, as applicable.

(b) _____ Translation. Subcontractor hereby agrees to act as translator for LB clients wishing to have written documents translated into English (or other languages, as applicable) in written form. The Translation Services shall be rendered pursuant to the "Delivery Dates" set forth on **Schedule "A."**

2. Term. The Term of this Agreement shall commence on the Effective Date and shall continue thereafter for a period of _____ (years) _____(months) (the "Term"); provided that either party can terminate this Agreement, at anytime, including during any Renewal Term, for any or no reason, upon ten (10) days written notice.

3. Renewal. The term of this Agreement shall be automatically renewed for successive Terms on the same terms and conditions contained herein, unless terminated by either party as provided above.

4. Consulting Fees. The Subcontractor shall be a paid a Fee for the performance of services pursuant to **Schedule "A"** attached hereto.

5. Qualifications of Subcontractor. Subcontractor hereby represents that he/she is qualified and properly fluent in the foreign language(s) that he or she will be translating or interpreting into English, or such other applicable language.

6. Obligations of Subcontractor.

A. Subcontractor shall, when logged onto the LB on-line system, be promptly available for any call that requires Interpretation. Failure to answer three (3) calls in any calendar month shall entitle LB to immediately terminate this Agreement for cause and without prior notice.

B. Subcontractor, when logged onto the LB on-line system, shall not directly or indirectly perform any services, which are substantially similar to the services performed under this Agreement, for any party that is not a client or customer of LB.

C. Subcontractor shall promptly perform any assigned Translation Services.

D. Subcontractor shall comply with all LB policies, statements, directives, procedures, and guidelines communicated to Subcontractor from time-to-time by LB.

E. Subcontractor shall timely communicate with LB on all substantial or significant matters.

F. Subcontractor shall complete and maintain accurate records relating to all services rendered pursuant to this Agreement.

G. Subcontractor shall conduct himself or herself, at all times, in an appropriate manner so as not to injure the reputation or good standing of LB. All work done by Subcontractor shall be of a high professional standard.

H. Subcontractor shall maintain accurate and up to date contact information at all times. LB shall be notified 48 hours in advance of any telephone number changes. Failure to provide LB with accurate contact information will result in termination.

7. Relationship Between Parties. Subcontractor's relationship to LB under this Agreement is that of a subcontractor. Subcontractor is not an employee of LB and no agent, employee, or servant of Subcontractor is, shall be, or shall be deemed to be the agent, employee or servant of LB. None of the benefits provided by LB to its employees, including without limitation workers' compensation and unemployment insurance, shall be available to Subcontractor or Subcontractor's agents, employees, or servants. Subcontractor shall assume full responsibility for, and indemnify and hold LB 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 Subcontractor's engagement by LB under this Agreement.

8. Trade Secrets and Confidential Business Information. Subcontractor acknowledges that Subcontractor will have access to and will become familiar with various trade secrets of LB, including but not necessarily limited to the following: method(s) of operation, technical or non-technical data, financial data, software, lists of actual or potential clients or suppliers that: (a) is sufficiently secret to derive economic value from its disclosure and use, and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality. Subcontractor acknowledges that these trade secrets are owned and shall continue to be owned solely by LB. During this Agreement and thereafter in perpetuity, Subcontractor agrees not to use this information for any purpose whatsoever or to divulge this information to any other person other than LB or persons to whom LB has given its written consent. At the time of expiration or earlier termination of this Agreement for any reason, Subcontractor agrees to return to LB all original (together with any and all compilations, copies, summaries or abstracts) information provided to Subcontractor, obtained by Subcontractor in the course of Subcontractor providing services, all of which is owned by LB.

9. Non-Solicitation. Subcontractor agrees that, upon termination of this Agreement, he/she will not directly or indirectly, whether individually or as an officer, director, or employee of any corporation or other entity, in any manner whatsoever, transact any business with or solicit any clients or customers of LB for purposes of selling any similar services or business for a period of one (1) year after termination. The term "customer" and "client" refer to all customers or clients of LB during the term of this Agreement. Subcontractor shall not disclose any of the business methods and procedures of LB, nor a list of any clients or customers, including rates and charges, nor any part of these lists, directly or indirectly, to any person, firm, corporation, association, or other entity for any reason or purpose whatsoever. Furthermore, during the term of this Agreement and for a period of one (1) year thereafter, Subcontractor agrees that he/she will not directly or indirectly, whether individually or as an officer, director, or employee of any corporation, firm, association, or other entity, in any manner whatsoever, solicit, attempt to solicit, hire or attempt to hire any employees or any other subcontractors of LB.

10. Assignment. Subcontractor agrees that this Agreement is assignable by LB and shall inure to the benefit of LB's successors and assigns. Subcontractor further acknowledges, that his or her services to be rendered hereunder are unique and personal; and, accordingly Subcontractor may not assign any of his or her rights, nor delegate any of his or her duties or obligations, under this Agreement.

11. Disputes; Governing Law; Relief. In any dispute or legal action between Subcontractor and LB, the non-prevailing party shall indemnify and hold harmless and pay to the prevailing party all costs incurred by the prevailing party in connection with such dispute or legal action, regardless of the relief demanded. The indemnification shall

include, but shall not be limited to, attorneys' fees, court costs, and out-of-pocket costs. 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 any breach 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 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.

12. Indemnification. Subcontractor shall indemnify and hold harmless LB and its officers, shareholders, agents, directors, employees and agents, from and against any and all liability, damages, losses, and expenses, arising out of or resulting from the rendering or omission of Subcontractor's services hereunder, or from the acts, conduct, or omission of Subcontractor's agents, servants, or employees of Subcontractor.

13. 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.

14. 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: _____

SUBCONTRACTOR

Print Name: _____

Schedule "A"

Fees for Services:

Delivery Dates for Services:
