

# Lionbridge

**Lionbridge Global Sourcing Solutions Inc.**

## **INDEPENDENT CONTRACTOR AGREEMENT**

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Agreement") is made between Lionbridge Global Sourcing Solutions, Inc., with a business address 1050 Winter Street, Suite 2300, Waltham MA 02451, its successors and its subsidiaries worldwide ("Company") and you the "Contractor" with an address as supplied to us and stored in your e-recruit candidate records, effective the date and time you agree to the terms and conditions of this agreement.

In consideration of the mutual obligations specified in this Agreement, and any compensation paid to Contractor hereunder, the parties, intending to be legally bound hereby, agree to the following:

### 1. SCOPE OF WORK:

Company hereby retains Contractor, and Contractor hereby agrees to perform for Company, certain consulting services ("Services") as specified in any statement of work signed by both parties hereto ("Statement of Work" or "SOW") upon the terms and conditions set forth in this Agreement and such Statement of Work.

Contractor agrees to keep Company updated, promptly upon Company's request and whenever requested by Company, of any progress, problems, and/or developments of which Contractor is aware regarding the Services.

### 2. PAYMENT FOR SERVICES/EXPENSES:

Following mutual agreement to the Statement of Work, Company shall issue a Purchase Order for the Services to authorize the performance of Services as specified therein, consistent with the SOW. Additional Services and related compensation shall be authorized only in a writing signed by Company's project manager.

In exchange for the full, prompt, and satisfactory performance of all Services to be rendered to Company under such Statement of Work, Company shall pay Contractor, as full and complete payment for the Services rendered thereunder, the amount authorized in the applicable Purchase Order, as such amount may be amended by mutual written agreement of the parties, and any expenses approved in advance in writing by Company. Following completion of Services authorized in the applicable Purchase Order and delivery of all related deliverables, Contractor will submit to Company an invoice in the amount authorized by such Purchase Order. Company shall use all reasonable effort to pay such invoice at sixty (60) days following receipt of a proper invoice, except for amounts which are the subject of a good faith dispute. The parties will work together in good faith to resolve such disputes in a timely manner.

Contractor shall not be entitled to receive any other compensation or any benefits from Company. Except as otherwise required by law, Company shall not withhold any sums from payments made to Contractor for Social Security or other federal, state or local tax liabilities or contributions, and all such withholdings, liabilities, and contributions shall be solely Contractor's responsibility.

### 3. NONDISCLOSURE AND TRADE SECRETS:

During the term of this Agreement, Contractor may receive and otherwise be exposed to Company's or its customers' confidential and/or proprietary information relating to Company's or its customers' business, strategies, and technologies, whether or not stored in any medium (the "Confidential Information"). The Confidential Information includes, but is not limited to, (i) all software, documentation, financial, marketing and customer data and other business information, (ii) any rating procedures, rules and guidelines, systems and processes, ratings hub, and the underlying methodologies and processes of the foregoing and all related training and documentation, and (iii) any discoveries, inventions, research and development efforts, know-how and show-how, and all deliverables, derivatives, improvements, and enhancements to any of the above which were created or developed by Contractor under this Agreement.

Contractor acknowledges that the Confidential Information is the sole, exclusive and extremely valuable property of Company or its customers. Accordingly, Contractor agrees to segregate all Confidential Information from information of other companies and agrees not to reproduce any of the Confidential Information without Company's prior written consent, not to use the Confidential Information except in the performance of this Agreement, and not to divulge all or any part of the Confidential Information in any form to any third party, either during or after the term of this Agreement. Upon termination of this Agreement for any reason including expiration of term, or upon request, Contractor agrees to cease using and to return to Company all whole and partial copies and derivatives of Confidential Information, whether in Contractor's possession or under Contractor's direct or indirect control, including any computer access nodes and/or codes.

Contractor shall not disclose or otherwise make available to Company or its customers in any manner, or use in performance of Services hereunder, any confidential and proprietary information, materials or documents received by Contractor from third parties. Contractor has not entered into, and agrees to not enter into, any agreement, either written or oral, in conflict herewith.

Contractor shall not provide URL or search evaluation rating services for the benefit of any other individual, entity or third party during the time it is performing Services for Company hereunder.

### 4. OWNERSHIP OF WORK PRODUCT:

It is expressly understood and agreed that all copyrights, patents, trade secrets, mask works, moral rights, and other intellectual property or other proprietary rights of any kind associated with any ideas, concepts, techniques, inventions, processes, methodology, software (including modifications) or works of authorship conceived, reduced to practice, devised, developed, produced or created by Contractor in connection with the Services, or otherwise arising or resulting from the performance of the Services or which are derived from use of the Confidential Information (collectively, the "Work Product") shall be the sole and exclusive property of Company or its designee. Contractor hereby assigns to Company or its designee all right, title and interest in the

Work Product, including whatever interest Contractor, its employees, agents or contractors may have or claim to such Work Product. Without limitation, Contractor acknowledges and agrees that Company and/or any person or entity obtaining rights directly or indirectly from Company (to the extent of such rights) shall have the right to make any desired changes to the Work Product or any part thereof, to combine or use the Work Product with any other goods, products, materials, services or software in any manner desired, and to withhold Contractor's identity, or that of its employees, agents or contractors, as authors in connection with any distribution or use of the Work Product in any manner thereof, either alone or in combination with other goods, products, materials, services or software. Contractor agrees that it will promptly disclose to Company all such Work Product upon its discovery, invention or creation by Contractor and, in any event, upon the request of Company. The obligations of this paragraph shall continue beyond the termination of this Agreement with respect to all such Work Product reduced to practice, conceived, made or otherwise resulting from Services rendered under this Agreement, whether or not pursuant to this Agreement, and shall be binding upon Contractor's successors and assigns.

Contractor shall, during the term of this Agreement and at any time thereafter, at the request and cost of Company, promptly sign, execute, make and do all such deeds, documents, acts and things as Company may reasonably require relating to the Work Product:

(a) to apply for, obtain, register, assign, and/or vest in the name of Company alone (unless Company otherwise directs) patents, copyrights, mask works, trademarks or other analogous protection in any country throughout the world and when so obtained or vested to renew and restore the same; and

(b) to defend any judicial, opposition or other proceedings in respect of such applications and any judicial, opposition or other proceedings or petitions or applications for revocation of such patent, copyright, mask work, trademark or other analogous protection.

Contractor agrees that if Company is unable, because of Contractor's unavailability, or for any other reason, to secure Contractor's signature to apply for or to pursue any application for any patents, mask work, copyright or trademark registrations covering the assignments to Company above, then Contractor hereby irrevocably designates and appoints Company and its duly authorized officers and agents as Contractor's agent and attorney in fact, to act for and in Contractor's behalf and stead, to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyright, mask work and trademark registrations thereon with the same legal force and effect as if executed by Contractor.

Prior to their performance of any services in connection with this Agreement, Contractor shall obtain the written agreement of its employees and approved contractors to abide by the terms of this Section 4 to the same degree as such provisions apply to Contractor.

5. WARRANTY: Contractor hereby represents and warrants that:

(a) All Services shall be performed in a good and workmanlike manner consistent with the highest professional standards in the industry and by employees (or approved contractors) who have sufficient skill, experience and training to perform Services to the warranty standards in this Section;

(b) All Services shall be performed in accordance with the specifications and requirements of this Agreement and the applicable SOWs; and

(c) It has all necessary rights to enter into and fully perform its obligations herein, and that the Services, deliverables, and any reports, documents or other materials furnished by Contractor hereunder shall not infringe upon or violate any contract with a third party, or any rights of any third party including without limitation, any patent, trade secret, trademark, copyright or any other intellectual property right.

#### 6. ANTI-BRIBERY WARRANTIES:

Contractor represents and warrants that neither it nor its employees, subcontractors, representatives or agents has made, offered, promised or authorized, and will not make, offer, promise or authorize, any offer or payment of anything of value to any person or organization, contrary to Company's policies, the laws of the United States (including the Foreign Corrupt Practices Act) or the laws of any applicable country (including the UK Bribery Act 2010). This prohibition on the making of bribes applies equally to receiving or offering to receive bribes in relation to the performance of the Services. If Contractor learns of or has reason to know of any offer or payment of anything of value to any person or organization contrary to Company's policies, the laws of the United States or the laws of any applicable country, then Contractor will immediately inform Company as provided in the [Lionbridge Supplier Code of Business Conduct \(www.lionbridge.com/suppliercodeofconduct\)](http://www.lionbridge.com/suppliercodeofconduct). Contractor may inform Company anonymously through <http://thecompliancpartners.com/lionbridge/>.

#### 7. SECURITY WARRANTIES:

Contractor represents and warrants that: (a) it will comply with all security and network access requirements required by Company and its customers, including but not limited to the secure transmission of e-mails and data, which requirements may be amended from time to time at the sole discretion of Company; (b) the Services, Work Product and any deliverables will not contain any computer virus or other similar harmful, malicious or hidden program, code or data; (c) any system that stores files must have current anti-virus software configured for automatic updates no less than once per week, and all systems that store Confidential Information or Work Product must have reasonable up-to-date versions of system security agent software which must include malware protection and reasonably up-to-date patches and virus definitions; (d) it will provide secure transmission and storage of Confidential Information, Work Product and deliverables (whether by encryption or other equally protective measures), including but not limited to that such transmission and storage will not contain any computer virus or other similar harmful, malicious or hidden program, code or data; and (e) it shall impose all security requirements imposed on Contractor under this Agreement on all its employees and subcontractors who have access to Confidential Information, Work Product or deliverables and shall perform reasonable ongoing reviews of such employees' and subcontractors' capabilities to perform such requirements and compliance with the security requirements of this Agreement.

## 8. TERMINATION:

This Agreement shall have an initial term of one (1) year, unless terminated earlier by mutual written consent of the parties or for cause, as described below. This Agreement shall automatically renew for successive one (1) year periods unless either party gives written notice of non-renewal at least 1 day prior to the end of the then-current term. Unless expressly terminated by the terminating party in accordance with its rights hereunder, termination or expiration of this Agreement shall not affect any outstanding SOW hereunder, and the terms of this Agreement shall continue to apply with respect to such SOW until its completion or termination.

Either Company or Contractor may terminate this Agreement and/or the applicable SOW immediately in the event of a material breach of this Agreement which is not cured within 1 day of written notice to the other of such breach.

All work related to this contract must be performed through a SOW. A SOW may be cancelled at anytime by Company for any reason, and Company shall pay for Services performed in accordance with this Agreement up to the effective date of termination. Company may terminate this Agreement and any SOW for convenience (i.e., for no reason) upon 1 day prior notice.

## 9. COMPLIANCE WITH APPLICABLE LAWS:

Contractor warrants that any materials supplied and work performed under this Agreement comply with or will comply with all applicable laws and regulations.

Notwithstanding any other provisions of this Agreement, Contractor agrees not to export, directly or indirectly, any information, data, or other materials to any countries outside the country in which such information was provided by Company or created by Contractor except in compliance with all applicable laws or regulations. Nothing in this section releases Contractor from any obligation stated elsewhere in this Agreement not to disclose such materials.

## 10. INDEPENDENT CONTRACTOR:

Contractor is an independent contractor, is not an agent or employee of Company and is not authorized to act on behalf of Company or its customers. While Company is entitled to provide Contractor with general guidance to assist Contractor in completing the scope of work to Company's satisfaction, nevertheless Contractor is ultimately responsible for directing and controlling the performance of the task comprising the scope of work, in accordance with the terms and conditions of this Agreement. Contractor may not use third party contractors to perform services hereunder without the prior written approval of Company. Such delegation of duties by Contractor shall in no way relieve Contractor of any of its obligations hereunder. Contractor shall remain liable for the compliance of such contractors with the provisions of this Agreement.

Contractor shall procure and maintain all forms of insurance necessary and reasonably requested by Company during the term of this Agreement and any insurance required by any applicable employee benefit act or any other applicable governmental statute or regulation.

Contractor shall indemnify Company and hold Company harmless from and against any and all damages, expenses, liabilities and claims arising from or attributable to the Contractor in connection with its performance of Services.

Contractor acknowledges that none of Contractor, its employees or subcontractors are identified by OFAC (the U.S. Department of Treasury Office of Foreign Assets Control) as a "specially designated national" or blocked person, and that neither Contractor, its employees nor any subcontractor are a resident of a "blocked country" as identified by OFAC. If at any time Contractor's status or the status of any of its employees or subcontractors changes, such that Contractor or its employees or subcontractors become a "specially designated national", a blocked person, or resident of a "blocked country" by OFAC, Contractor will immediately inform Company and cease performing any Services.

If applicable, Contractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

#### 11. GENERAL:

This Agreement may not be changed unless mutually agreed upon in writing by both parties. This Agreement was originally drafted in the English language and if translated, only the English language version shall be deemed to apply.

This Agreement does not create an obligation on Company to continue to retain Contractor beyond its term.

Contractor hereby agrees that each provision herein shall be treated as a separate and independent clause, and the unenforceability of any one clause shall in no way impair the enforceability of any of the other clauses herein. Moreover, if one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to scope, activity, subject or otherwise so as to be unenforceable at law, such provision or provisions shall be construed by the appropriate judicial body by limiting or reducing it or them so as to be enforceable to the maximum extent compatible with the applicable law as it shall then appear.

Company shall have the right to assign this Agreement or any rights and obligations hereunder to its successors and assigns, and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by said successors or assigns. Contractor may not assign this Agreement or any rights or obligations hereunder without the prior written consent of the Company.

Sections 3 through 7, 10 and 11 shall survive the termination of this Agreement for any reason, including expiration of term. Contractor acknowledges that because of the nature of the business of Company and the subject matter of this Agreement, a breach of Sections 3 or 4 of this Agreement will cause substantial injury to Company for which money damages will not provide an adequate remedy, and Contractor agrees that Company shall have the right to obtain injunctive relief,

including the right to have the provisions of this Agreement specifically enforced by any court having equity jurisdiction, in addition to, and not in limitation of, any other remedies available to the Company under applicable law.

Except as otherwise expressly provided on any Attachment to this Agreement: (i) this Agreement and all aspects of the relationship between the parties hereto shall be construed and enforced in accordance with and governed by the laws of the State of Delaware USA without regard to its conflict of laws provisions; and (ii) any claims or legal actions by one party against the other shall be commenced and maintained in a court of proper jurisdiction located in Delaware USA, and both parties hereby submit to the jurisdiction and venue of any such court.

All notices provided for in this Agreement shall be given in writing and shall be effective when either served by hand delivery, electronic facsimile transmission, electronic mail, express overnight courier service, or by registered or certified mail, return receipt requested, addressed to the parties at their respective addresses set forth below, or to such other address or addresses as either party may later specify by written notice to the other:

If to Company:

Lionbridge Global Sourcing Solutions Inc  
Emmet St.  
Ballina, Co.  
Mayo, Ireland  
Attn: Recruitment Team  
Fax: 00353 96 73701

If to Contractor:

[Contractor's Name]  
[Address]  
Tel: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Attn: \_\_\_\_\_

Contractor is obligated to notify Company of any change in residence. Failure to do so may result in termination of this Agreement.

This Agreement may include one or more Attachments with terms specific to any engagement related to a specific customer of Company. Such Attachments shall be deemed a part of this Agreement and are incorporated herein by reference. This Agreement may be executed in duplicate counterparts, which, when taken together, shall constitute one instrument and each of which shall be deemed to be an original instrument.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Independent Contractor Agreement as of the date first above written.

**BY ACCEPTING THE TERMS AND CONDITIONS OF THIS AGREEMENT, THE PARTIES CONFIRM THAT THEY HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT.**

# Lionbridge

## Waiver for Search

Please be advised that it is possible that your specific requirements for providing services to the Search team may at times require you to access, download or otherwise view pornographic or other material that is normally prohibited by Lionbridge's Electronic Communications Policy. For example, pop ups with adult material/images may appear from time to time on your screen when you browse the internet and look at different websites.

Lionbridge understands that this is within the scope of the services you provide to Lionbridge. To the extent your access to otherwise prohibited pornographic, sexually-prohibited, or materials is directly related to your job duties you will be permitted to have qualified access to these otherwise prohibited content and material.

Certain projects, however, may require exposure to adult material. Should you become an Internet Assessor, you will be given the option as to whether you wish to have exposure to such adult material. If you choose to opt-out from these types of projects, then you will not be exposed to such adult material and you will not have to work on any tasks that are related to such content. In addition, you will not be disqualified from being considered for future search projects. However, although you may opt-out from these types of projects, it is still possible that you will be exposed to adult material. Lionbridge, for example, cannot prevent pop ups with adult material/images from appearing from time to time on your screen when you browse the internet and look at different websites. Lionbridge disclaims all responsibility for such events occurring and any such exposure you may have to adult material.

Qualified access to otherwise prohibited content and material requires that you do not share, display, distribute or otherwise publish or draw attention to these materials with other persons or Lionbridge independent contractors, except as related to your provision of your services to Lionbridge.

Please note that your qualified access to sexually explicit or otherwise offensive materials does not permit you to knowingly or willfully violate any law with respect to pornography or child pornography or otherwise, or any other company policy not specifically addressed by this notice or harass any other persons or Lionbridge independent contractors.

By accepting the terms outlined in this waiver, you agree that you have read and understand the above and are willing to abide by these terms. You also agree that you will not hold Lionbridge responsible for any material, offensive, explicit or otherwise, that you may come in contact with.