

LINK TRANSLATIONS SUBCONTRACTOR AGREEMENT

We are pleased that you will be providing professional services for Link Translations ("Link"). Before we can utilize your services, we ask that you sign this statement of principles and conditions ("Agreement"). We agree as follows:

1. This Agreement will be in full force and effect until it is terminated in accordance with section 3, 8 or 15. Section 11 will be in full force and effect for specified periods beyond the termination date of this Agreement.
2. Link may engage you from time to time to complete translation, editing, interpreting, voice-over or other professional services (hereinafter "Work"). Upon request, you will consult with Link to develop an estimate for the cost and timeframe necessary to complete any Work. You will only begin Work once we have jointly agreed on the particular terms and conditions for the completion of the assignment. Notwithstanding the foregoing, this Agreement does not create an obligation on behalf of Link to engage you.
3. You hereby agree to provide, upon Link's request, personal and/or professional references and other documentation, including but not limited to, resumes and certifications, by which Link may evaluate your professional credentials and character for the purpose of entering into this Agreement. You hereby warrant and represent that any references and documents provided by you, pursuant to this section, will be accurate and truthful. You further warrant and represent that you are free and able to enter into this Agreement and perform the Work in accordance herewith, and that your execution and performance of this Agreement will not result in the breach of any other agreement or obligation or infringe upon the rights of any third-party. You also warrant and represent that any and all material prepared or submitted by you in connection with the Work performed hereunder shall not infringe upon the rights of any third-party. Notwithstanding the provisions of section 16, Link reserves the right to terminate this Agreement, at any time, upon finding that you intentionally and willfully provided false or misleading information or omitted pertinent information with regard to the provisions of this paragraph.
4. The services to be provided by you under this Agreement are services rendered by you as a sub-contractor only, and nothing contained in this Agreement shall be construed to place you and Link in the relationship of employer-employee or principal-agent or authorize you or Link to create or assume any liability or obligation of any kind, notwithstanding the provisions in this Agreement, on behalf of the other, or represent to others that they have the authority to do the same. As a sub-contractor, you are responsible and liable for any income tax, unemployment insurance, FICA (Social Security), or any other payment normally associated with an employee relationship. Link might be required to disclose information about you pursuant to lawful requests, such as subpoenas or court orders, or in compliance with applicable laws. We agree not to reveal information until we have a good faith belief that an information request by law enforcement or private litigants meets applicable legal standards. Additionally, we may disclose information when we believe it is necessary to comply with law, to protect our interests or property, to prevent fraud or other illegal activity perpetrated by you through Link, or to prevent bodily harm. This may include sharing information with other companies, lawyers, agents or government agencies.
5. You agree to produce Work that meets the professional standards of our industry. You will be responsible for the quality of any Work you submit to Link, regardless of who produces the Work.

6. During the process of completing an assignment, you may have questions about the context or meaning of particular terms within a document. Link will ask clients to resolve any ambiguities in the assigned text to your satisfaction. You agree not to communicate directly with Link clients without our prior approval.
7. When you have submitted your Work, Link will review it for any errors. If Link identifies any within a reasonable period of time, we agree to contact you, and you agree to correct these errors at no additional cost, if necessary.
8. Link takes its client deadlines very seriously. If problems arise, which could jeopardize your ability to deliver Work to Link in a timely manner, you agree to notify us within a reasonable timeframe so that we may adjust deadlines or reassign Work to meet client demands. If you fail to complete the Work in a satisfactory manner by the date specified by Link or fail to complete any specified portion of Work by the deadline provided by Link, Link may, at its option and in its sole discretion:
 - a. defer all payments payable under the Agreement until you are in compliance with all performance and delivery requirements related to that Work; or
 - b. Notify you that the Agreement will be terminated unless you cure all breaches hereof and, demonstrate to Link's reasonable satisfaction that you will complete the Work in a satisfactory manner by the date specified therefore, all within a period of ten (10) days.
9. Once Link has accepted your Work, you will submit, within ten (10) days, an invoice to Link for services performed under this agreement.
10. As compensation for your Work, and subject to the performance of your obligations hereunder, Link shall pay you the sum agreed to in writing in the purchase order submitted before each assignment. Such compensation shall be payable to you by Link within thirty (30) days upon your timely submission of an invoice to Link in accordance with section 10.
11. All material or information furnished to you during your assignment and the Work you perform is the property of Link and/or its clients. You agree to treat this information as confidential and proprietary. You will not disclose this information to any third-party, and you agree to return all materials to Link upon completion of the assignment, or, if requested by Link, to destroy any documents in your possession. This clause shall remain in effect for 10 years from the date on which this Agreement is terminated. Failure to comply with this clause may subject you to injunctive relief and/or monetary damages.
12. You expressly waive any right of privacy for any Work performed by you on behalf of Link or its clients and/or any personal information as a translator. (i.e., you might be listed in our list of translators on the web or any of our written publications; your resume might be forwarded to the client etc.).
13. While you are free to perform similar services for other firms, you agree not to solicit work from any individual or company of whom you became aware through your work with Link, unless you had a prior business relationship with this individual or company. You also agree not to accept work from any client who, having obtained your name and/or contact information through a previous Link assignment (including, but not limited to on-site assignments and voiceover sessions), solicits your services directly. Under no circumstances may you use the name Link as a reference for the purpose of obtaining work without our prior consent. You also agree not to publicize in any way that you have performed work for Link. This clause shall remain in effect for 3 years from the date on which this Agreement is terminated. Failure to comply with this clause may subject you to injunctive relief and/or monetary damages.
14. You agree not to discuss or negotiate any fees or payments directly with any client. At any time you are engaged by us, during which you may have contact with our client, you will represent yourself only as a representative of Link.

15. The term of this Agreement is for a period of two years from the date it is signed, with automatic renewal for subsequent one-year periods unless otherwise terminated. Either party may, upon thirty days written notice, terminate this Agreement. However, neither party can terminate this Agreement during the completion of any translation assignment.
16. This Agreement is nonexclusive and Link may enter into similar agreements with other parties without restriction as to number, location and application. You shall not assign this Agreement or subcontract any Work without the prior written consent of Link. Any attempt to assign any rights, duties, or obligations hereunder without the other party's written consent will be void.
17. This Agreement shall be governed by the laws of the State of New York without regard to conflicts of laws principles and irrespective of the places of execution or performance. All disputes shall be brought within the territorial jurisdiction of the State of New York. In the event of a dispute between the parties under or in connection with this Agreement, such dispute shall be submitted to arbitration in New York for resolution in accordance with the Commercial Rules of the American Arbitration Association then obtaining, and the arbitration determination resulting from any such submission shall be final and binding upon the parties, and judgment may be entered on any such award by any party.
18. If any provision or clause of this Agreement is held to be invalid by a court of competent jurisdiction, then such clause or provision shall be severed without affecting any other provision or clause of this Agreement, the balance of which shall remain in full force and effect.
19. This Agreement sets forth the entire understanding of the parties with respect to the subject matter and supersedes all prior agreements of the parties, oral or written.
20. No provision of this Agreement may be modified, except by writing, duly signed and acknowledged by each party.

Please countersign this Agreement by checking the "I agree to these terms and conditions" button below. We look forward to working with you.