

INDEPENDENT CONTRACTOR AGREEMENT INTERPRETATION/TRANSLATION SERVICES

This INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") is entered into effective this ___ day of _____, 2001, by and between _____, ("IC") and OpenWorld Translations, a division of Open Tek LLC ("OpenWorld"). The term "Parties" refers to OpenWorld and IC.

1. Background. OpenWorld is a Language Services Division of OpenTek LLC, a Washington State Limited Liability Company, performing interpretation/translation services for clients throughout the Washington state, nationally, and internationally. IC is a skilled, licensed and/or accredited Interpreter or Translator who possesses significant training and/or experience in his/her field. IC holds himself/herself out to the public as an independent interpreter/translator. OpenWorld and IC wish to enter into an agreement that sets forth the terms and conditions under which IC may provide services to OpenWorld from time to time.

2. Engagement of Services. OpenWorld desires to engage IC as an independent contractor, and IC agrees to be engaged by OpenWorld, pursuant to the terms and conditions set forth herein.

3. Term. This Agreement shall commence as of _____, 2000, and may be terminated by either party, at any time, with or without cause, effective immediately upon the giving of written notice of termination to the other party.

4. Scope of Duties. IC agrees to perform, in a prompt and professional manner and to the satisfaction of OpenWorld, such duties as OpenWorld may from time to time assign or direct to IC (and which IC agrees to undertake), including but not limited to interpretation and/or translation services for clients of OpenWorld. During the term of this Agreement, IC's specialized knowledge, expertise and skills in translation and interpretation shall be made available to OpenWorld at its request and at mutually agreeable times, provided that OpenWorld is not obligated to offer any particular assignment to IC, and IC is under not obligation to agree to perform any particular assignment.

5. Standard of Performance.

5.1. Generally. IC shall comply with all applicable State and Federal laws, regulations and rules, and all relevant interpretation/translation industry standards of practice and ethical obligations in his/her performance of services under this Agreement. IC will provide competent, complete, and accurate interpretation/translation in a timely manner, and will refuse to undertake any project that IC believes is beyond his/her capability.

5.2. Client Expectations. OpenWorld will provide IC with a description of any specific client expectations for each assignment (including but not limited to any deadlines imposed by the client) in advance of IC accepting the assignment, and IC will perform the assignment in accordance with those expectations.

5.3. Interpreters. If IC performs interpreting services, IC will provide those services in accordance with the provisions of the Handbook for interpreters provided by OpenWorld.

5.4. Discretion of IC in Performance. Except as described above, IC will retain the exclusive right to determine the methods and means to be employed by IC, or IC's employees or subcontractors, to perform the services contracted for under this Agreement. IC is not required to follow any particular routine or schedule, to perform services at any particular place, or to report to work or be available to perform services at any particular time.

6. Compensation. OpenWorld and IC will agree on a rate compensation for IC's services hereunder on a project-by-project basis, and IC's compensation shall be paid in accordance with the usual and customary accounting and payment procedures of OpenWorld. Any change in the amount of compensation to be paid to IC will not affect any of the other terms of this Agreement.

7. Expenses. OpenWorld shall not be liable to IC for any expenses paid or incurred by IC in connection with IC's provision of the services under this Agreement (including, without limitation, the cost of raw materials and equipment) unless otherwise previously agreed in writing by an officer of OpenWorld.

8. Independent Contractor. In the performance of all services under this Agreement, IC shall be an independent contractor and not an employee of OpenWorld. IC shall have no right to bind OpenWorld, transact any business in the name of OpenWorld or on its behalf in any matter, or make any promises or representations on behalf of OpenWorld. IC will not hold himself/herself out to be an agent or employee of OpenWorld. No relationship of employer-employee, principal-agent, lessor-lessee, partnership or joint venture is created by this Agreement, and IC shall not have any claim under this Agreement as third-party beneficiary, employee or otherwise against OpenWorld for any benefits provided to OpenWorld's employees, including but not limited to: vacation pay, sick leave, retirement benefits or other employment benefits of any kind. As an independent contractor, IC shall be solely responsible for all income, self-employment, social security, Medicare, unemployment or other federal or state withholding or taxes applicable to compensation paid to IC by OpenWorld under this Agreement; provided, however, that OpenWorld shall have a right to make any and all tax withholdings reasonably deemed necessary or appropriate by OpenWorld.

9. Confidentiality. IC agrees that in the performance of services hereunder, he/she will, both during and after the term of this Agreement, treat as proprietary and confidential (a) any information provided to IC by OpenWorld or a client of OpenWorld in connection with the performance of the services hereunder; (b) any and all information developed by OpenWorld, at the request of its client, which is designated as confidential (collectively the "Confidential Information"). IC shall use such Confidential Information solely and exclusively in connection with the performance of services under this Agreement. Further, IC will not disclose any such Confidential Information to any unauthorized party for any reason or purpose whatsoever without the prior written consent of OpenWorld, unless IC is legally required to disclose such information by statute or regulation or in connection with any litigation or other legal proceeding, provided, however, that IC will immediately notify OpenWorld of any possibility that disclosure

of Confidential Information may be required in connection with any such legal proceeding.

10. Nonsolicitation/Noncompetition. During the term of this Agreement and for twenty-four (24) months thereafter, IC will not, directly or indirectly, solicit any translation or interpretation work from clients of OpenWorld. IC understands and acknowledges that these restrictions are reasonable in view of OpenWorld's legitimate interests in protecting its confidential information, customer contacts, and other legitimate business interests. IC further acknowledges that the restrictions in this section are reasonable as to the duration in time, geographic scope, and nature of activities restricted. If IC breaches this provision, IC will pay OpenWorld liquidated damages equal to 100% of the payments received by IC in violation of this section. IC represents that this sum represents a reasonable estimate of the damages that would be sustained by OpenWorld, and not a penalty.

11. Non-Exclusive Agreement. Except as described in section 10 of this Agreement (nonsolicitation/noncompetition), Nothing in this Agreement shall be construed to prevent IC from providing interpretation/translation services to any person or entity other than OpenWorld.

12. Failure or Inability to Perform Assignment. IC will be liable to OpenWorld for any reasonable and foreseeable losses or damages suffered by OpenWorld if IC fails to complete any assignment accepted by IC under this Agreement. IC will correct any translation errors on IC's own time and at IC's own expense. If IC is unable to fulfill a previously arranged assignment, he/she will notify OpenWorld as soon as possible and at least 24 hours prior to the beginning of a scheduled assignment.

13. Equipment and Supplies. IC will be responsible for obtaining any equipment, supplies, or tools necessary to provide services under this Agreement. IC will not have any right to use OpenWorld's offices, office equipment, supplies, research materials, or any other equipment or supplies.

14. Licenses. IC will obtain and maintain any and all necessary licenses, including but not limited to business licenses.

15. Payment of Taxes. As described in section 8 above, IC will be responsible for the payment of all taxes, including but not limited to employment and income taxes.

16. Indemnity. IC agrees to defend, indemnify, and hold harmless OpenWorld, its directors, officers, employees and agents from and against any and all claims, costs, demands, liabilities, damages, expenses (including attorneys' fees) for damages caused or asserted to have been caused by or arising from or in connection with any act, omission, or neglect of IC, and/or IC's agents, servants or employees. This provision shall include all claims, costs, demands, liabilities, claims or expenses for any tax liabilities incurred by IC. The foregoing provision shall not be construed to make IC responsible for loss, damage, liability, claims, causes of action or expense resulting from injuries to third parties caused by the intentional misconduct or gross negligence of OpenWorld or its agents, servants or employees.

17. Assignment. IC acknowledges that the services to be rendered by IC are unique

and personal. Accordingly, IC may not assign any of his rights or delegate any of his duties or obligations, in whole or in part, under this Agreement. The rights and obligations of OpenWorld under this Agreement shall inure to benefit of and shall be binding upon the successors and assigns of OpenWorld.

18. Entire Agreement; Survival. This Agreement is intended to be the Parties' complete expression of the terms of their agreement with respect to the subject matters addressed herein. Any prior agreements, understandings or statements, oral or written, with respect to such subject matters are superseded hereby and fully merged herein. This Agreement is not intended to be and shall not constitute an employment contract.

19. Attorneys' Fees. In any action to enforce its rights hereunder, the substantially prevailing Party shall be reimbursed by the other Party for its costs of enforcement, including, without limitation, reasonable attorneys' fees and costs, whether a lawsuit is filed or not, and including fees in any arbitration or appellate proceedings.

20. Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

21. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Washington, U.S.A.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

OPENWORLD TRANSLATIONS

By _____

Its _____

INDEPENDENT CONTRACTOR

I have read the entire Agreement and have had sufficient time to study it, to understand it, and the opportunity to solicit the advice of legal counsel to advise me respecting it if I so desire, and I agree to be bound by all the terms and conditions of the Agreement.

Signature

Print Name