



INDEPENDENT CONTRACTOR AGREEMENT

Contractor Name (first and last name if individual or full legal name if company):

Contractor Representative (SAME if Contractor is an individual):

Address:

Social Security # :

Tax ID:

I. Independent Contractor Status

Contractor, including without limitation, Contractor's agents, employees, subsidiaries, divisions, affiliates and related entities and companies (hereinafter "Contractor"), expressly acknowledges and agrees that any and all services rendered by Contractor for, to, or on behalf of Kalite Akademik Tercume or any of its subsidiaries, affiliates, divisions, and related entities and companies (the "Company") are done so as an independent contractor. Contractor further expressly acknowledges and agrees that Contractor is NOT an employee of the Company and hereby represents and warrants that:

- 1) Contractor will not be entitled to any of the benefits which the Company may make available to its employees, including, but not limited to, group health or life insurance, profit-sharing or retirement benefits. Contractor further agrees that Contractor will not under any circumstances claim or seek any entitlement to any of the benefits which the Company has made available to its employees.
- 2) Contractor is not authorized to make any representation, contract or commitment on behalf of the Company.
- 3) Contractor shall exclusively provide the equipment, supplies, and all other materials necessary for Contractor's performance of the services hereunder. (Such equipment, supplies, etc. include, but are not limited to, books and reference materials, dictionaries, facsimile equipment, beeper, cellular phone, PDA devices, personal computer, and special software packages, or other equipment used in performing the services.)
- 4) Contractor is responsible for all the products and services provided by Contractor, or any employee working for the Contractor.

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- 5) The Company will NOT withhold any taxes from Contractor fees regardless of whether or not the Contractor is an individual or a company.
- 6) Contractor has any and all applicable necessary business license(s) and permit(s) and insurance to perform the services required pursuant to this Agreement; and Contractor has an established business as evidenced by business cards, letterhead, and business resume with established credentials.
- 7) Contractor is NOT covered under any of the Company's insurance policies (including but not limited to: Disability, Workers' Compensation, Unemployment, etc.)
- 8) The Company may terminate the use of Contractor's service at any time without cause and without further obligation, except for payment due for services prior to the date of termination.
- 9) By providing services to the Company, Contractor is not violating any agreement between Contractor and another third party.
- 10) Contractor may perform services for any translation/interpreting company or others.
- 11) The Company will not regularly observe or supervise Contractor while services are performed pursuant to the Agreement and the Company will not regularly provide directives regarding the specifics of the services being performed by Contractor.
- 12) The Company will not set definite and regular hours for Contractor's performance of services hereunder. Contractor, however, must be available to perform services hereunder at times required by the client for whom such services are being provided.
- 13) If performing translation or editing services, Contractor generally shall not do so on the premises of the Company or at a location established by the Company. The client for which such services are being performed may designate, in its discretion, a location where Contractor shall perform such translation services.
- 14) Contractor retains the right to accept or reject any assignment.
- 15) Contractor will not be reimbursed for usual and ordinary expenses which are incurred in connection with the performance of services pursuant to this Agreement.

By signing this Agreement, Contractor expressly acknowledges and agrees that Contractor has read the terms and conditions of Contractor's independent contractor relationship with the Company, as set forth in this section, prior to signing this Agreement; Contractor understands such terms and conditions and what is expected of Contractor; and Contractor agrees to comply with the terms and conditions of Contractor's independent contractor relationship with the Company.

Contractor must immediately notify the Company in writing if Contractor is unable to comply with the terms and conditions of Contractor's independent contractor relationship with the Company, as set forth above in this section. Such notification must include a written statement from Contractor regarding the circumstances surrounding Contractor's inability and/or failure to comply with one or more of the terms and conditions of Contractor's independent contractor relationship with the Company. Verbal communication from Contractor to the Company or any of its employees is insufficient to satisfy Contractor's obligations pursuant hereto. If Contractor is unable to comply with the terms and conditions of Contractor's independent contractor relationship with the Company, the Company reserves the right to immediately suspend or terminate this Agreement and any open assignment being performed by Contractor.

II. Services

- 1) Contractor agrees to provide services in accordance to the Company's specifications, to complete all assignments previously accepted by Contractor and to have work reviewed by the Company and/or an independent third party. If it is determined that Contractor has returned sub-standard or incomplete work, the Company has the right to withhold and/or reduce payment.
- 2) Contractor understands that during an assignment Contractor must adhere to deadlines and project requirements as delineated by the Company and provide summaries of services upon request.

III. Confidentiality and Ownership

- 1) Contractor understands that Contractor will, in the course of providing services to the Company, be exposed to and have access to sensitive and confidential matters, and that Contractor is required to maintain strict confidentiality over

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all products, designs and matters which come to Contractor's attention through the Company directly or indirectly. Contractor agrees that Contractor shall not, during or at any time following the execution of this Agreement, use or disclose in any manner any Company confidential information or the information of a Company client.

- 2) Contractor agrees that all Company and client information is the property of the Company and/or its client and should not be disclosed without the express written consent of the Company and its client.
- 3) Except in connection with the performance of Contractor's services hereunder, Contractor shall not, during the term of this Agreement and for a period of 18 months following the termination hereof, attempt to contact directly or indirectly any client to whom Contractor was referred by the Company without prior written consent from the Company's Chief Executive Officer.
- 4) Contractor agrees, during the term of this Agreement and for a period of 18 months following the termination hereof, not to induce or attempt to influence, directly or indirectly, any employee of the Company to terminate his/her employment and/or to work for Contractor or any other entity or individual.
- 5) To the extent any inventions, technologies, reports, memoranda, studies, writings, exhibits or other materials prepared by Contractor in the performance of services for the Company include materials subject to copyright protection, such materials have been specially commissioned by the Company and they shall be deemed "work for hire" as such term is defined under Turkey's law. To the extent any such materials do not qualify as "work for hire" under applicable law, and to the extent they include materials subject to copyright, patent, trade secret, or other proprietary rights protection, Contractor hereby assigns to the Company all rights, title, and interest in and to all such materials. To the extent Contractor has any rights in the same, Contractor hereby waives all enforcement of such rights.
- 6) Contractor agrees to immediately refuse cooperation and/or notify the Company in case of any conflicts of interest.
- 7) Contractor agrees not to discuss any negotiated compensation received from the Company with representatives from any organization other than the Company. Any discussion of negotiated compensation with clients or any other linguists working with the Company is strictly prohibited.

IV. Price and payment

- 1) Unless otherwise expressly agreed by us, fees for the Services shall be fixed for the duration of an individual Contract. Unless otherwise agreed, fees are in dollars (\$USD) for US-based linguists, and are exclusive of sales or value added tax and any other tax or duty if any. The payment shall be made within the first 3 business days of the month following the month in which we receive the edited projects.
- 2) All payments will be made on the basis that you are responsible for Paypal charges or the recipient's bank charges in respect of the electronic payment.

V. Miscellaneous

Contractor understands that this Agreement, and the rights and obligations relating hereto, applies to the Company and all its subsidiaries, affiliates, divisions, and related entities and companies.

Contractor understands that all assessment and certification materials are the sole property of the Company and shall not be distributed, disseminated or imparted to any third party (in any physical, electronic or verbal form) without the express written permission of the Company. Contractor agrees not to discuss Contractor's participation in the assessment and certification process with any third party (in any written or verbal form), regardless of the results. Contractor understands that samples completed for the Company's assessment are NOT subject to payment, and that the completion of any and all translation, proofreading/editing and/or quality management assessment is voluntary. Contractor understands that the Company does not use Contractor test samples or any other application materials for profit or for any purposes other than for the assessment and confirmation of Contractor's qualifications. Contractor understands that Contractor assessments are subject to review by the Company's internal and/or external linguists to whom this responsibility is assigned, and that the assessment reports issued are final, binding, and not subject to challenge.

Contractor expressly warrants and agrees that Contractor will, at the conclusion of an assignment, or in the event that Contractor is not retained to perform or to continue to perform an assignment, delete and/or destroy all source files, documents, software, and any other materials provided by the Company to Contractor at any time in connection with such assignment.

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Contractor authorizes the Company to maintain and store, consistent with applicable law and for legitimate business purposes, data regarding Contractor.

Should any provisions of this Agreement be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

This Agreement constitutes the entire agreement and understanding between the parties relating to this subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. This Agreement may only be changed by mutual agreement of authorized representatives of the parties in a signed writing.

This Agreement is governed and construed by the laws of the Republic of Turkey, without regard to conflict of law principles. This Agreement will be in full effect from the date it is signed and will remain in effect for 5 years after Contractor's last performed service for the Company, unless terminated earlier by either party with or without notice.

The above is understood and hereto agreed.

AS WITNESS the hands of the parties to this Agreement.

Signed on behalf of
Kalite Akademik Tercume

By its duly Authorised Representative
Hasan Filik
General Manager

Date

Signed on behalf of

By its duly Authorised Representative

Date

Contractor Initials: _____