LANGUAGE SERVICES AGREEMENT

This AGREEMENT (the "Agreement") is made and entered into on ("Effective Date") by and
between
and Language Network, Inc and its subsidiaries (The Language Exchange, Inc.) referred to as
("Language Network").

Recitals

WHEREAS,"CLIENT" has entered into a contract with Language Network, a language service provider.

WHEREAS, "CLIENT" has agreed under the terms establish herewith to engage the services of linguists to perform language services, including, but not limited to, in- person interpretation, telephone interpretation and document translation; and

WHEREAS, "CLIENT" desires to engage Language Network to perform language services; and

WHEREAS, Language Network desires to enter into this Memorandum of Understanding (MOU) to perform such interpreting and translation services according to the terms and conditions of this Agreement;

NOW THEREFORE, the parties agree as follows:

TERMS AND CONDITIONS

- 1. <u>Nature of the Service:</u> Language Network will provide interpreting/translating services as required by "Client"
- 2. <u>Term of Agreement:</u> This agreement will become effective upon signing of both parties, and will continue in effect unless terminated, with or without cause, upon thirty days written notice by either party. We retain the option to increase rates 3% annually, beginning one year from the date of contract execution.
- 3. <u>Charges, Invoices and Payment:</u> In consideration of these services, "CLIENT' will pay Language Network the amount in the manner set forth in the rate schedule. Payment is due within 30 day of the invoice date. Late payment will be subject to penalties equating to 5% of the invoice amount.
- 4. <u>Privacy of Communication:</u> The linguist shall keep all information that they may come across in the course of their work confidential and will not communicate it to a third party.
- 5. <u>Arbitration</u>: Any dispute, claim or controversy arising out of or relating to this Agreement shall be settled by a binding arbitration in accordance with the rules and regulations of the Judicial Arbitration and Mediation Services ("JAMS"). Arbitration shall be before a single arbitrator who shall be a retired judge of the State of California or State of Washington. Any award shall be final and binding upon the parties and judgement upon any such award may be entered in any court having jurisdiction thereof.

The fees and expenses of the arbitrators shall be borne equally by the parties. Each party shall pay its own fees and costs relating to any arbitration proceeding, including attorney's fees.

6. <u>HIPAA/HITECH/FERPA Compliance</u>: Language Network is fully compliant with the Health Insurance Portability and Accountability Act of 1996 (HIPAA)/Health Information Technology for Economic and Clinical Health (HITECH) guidelines for healthcare transactions and Family Educational Rights and Privacy Act (FERPA) for academic transactions.

7. Miscellaneous Provisions:

- 7.3. <u>Entire Agreement:</u> This Agreement, including any Exhibits attached hereto, is the entire agreement between two parties hereto relating to the subject matter addressed herein and supersedes all prior representations, promises or agreements, whether oral or written.
- 7.4. <u>Amendments:</u> This Agreement may not be amended absent a written agreement by the parties, except that "**CLIENT**" may provide of a proposed amendment to this Agreement and Language Network shall be deemed to have accepted the proposed amendment unless Language Network provides "**CLIENT**" with written notice rejecting the proposed amendment within fifteen (15) days of receiving such notice.
- 7.5. <u>Governing Law</u>: This Agreement shall be interpreted and construed in accordance with the laws of the State of California.
- 7.6. <u>Notices</u>: Any notice required to be provided under this Agreement shall be sent by United States Postal Service, postage prepaid, return receipt requested.

ACCEPTANCE:

Your signature below indicates acceptance of this agreement , and entrance into an agreement with Language Network beginning on the date of signature.

Client:	Language Network, Inc/The Language Exchange, Inc:
Signature:	Signature:
Name & Title:	Name & Title:
Date:	Date:

Client Account Information

Company Name				
Billing Contact Person: R	esponsible for billing c	orrespondence for i	invoices, billing, and pay	yment inquiries.
Contact Name		Title		
Billing Email 1:		Billing Em	nail 2:	
Billing Address		City	State	Zip
Phone	Fax			
Communication Contact I resources, messaging, urge		or communication c	correspondence involvin	g training
Contact Name		Title		
Email:				
Phone	Fax			



Language Services You Can Trust

The Language Network Difference

Language Network began as a single Spanish interpreter in Orange County, California in 1990. We have continued to listen to our clients to solve their challenges with language barriers and as their needs grew, so did we. Today, we are a full-service language solutions company with a vast network of linguists, partnering with organizations across the entire state of California and Washington. Our language services include translation, interpreting, and consulting in over 200 languages.

Our Vision



To be the West Coast's most trusted provider of language solutions by maximizing client satisfaction and positively impacting the organizations we serve.

Our Mission



To enrich the communities we serve by enabling cross-cultural communication with dependable and accurate language solutions.

Professional Memberships

American Translators Association (ATA)
 Association of Language
 Companies (ALC)
 California Healthcare Interpreter Association (CHIA)

Our Values

No egos! We all have a job to do and to do it with a great attitude and partnership.

nthusiasm & Empathy
Positive attitude in and out of the office. Empathetic to the needs of our customers, interpreters and colleagues.

Adaptable
Flexible, open to change, and most of all seeks continuous improvement on all levels

Demonstrate respect for the diverse cultures and people we work with and for

ake Action
Solve problems and take initiative without being asked.

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Our goal is to increase an organizations ability to access language support at the time it is most needed and enable seamless communication across linguistic and cultural barriers.

-Jordan Evans, CEO & President

AVAILABLE SERVICES

TRANSLATION

Access to certified and professional document translations. Cultural relevance is important, maintaining the meaning of your message through translation so your intentions are conveyed accurately to your consumers. Our quality control process makes sure your translation reads smoothly and is free of grammatical errors. We provide you with print-ready material to allow you easy distribution.

ON-SITE INTERPRETING

Over 4,000 highly qualified interpreters are ready to meet your needs. Interpreters we work with provide quality and culturally sensitive interpretations to help you comply with regulations and reduce risk. Whether you have a meeting or conference that requires a single interpreter, or a larger setting that requires interpreting equipment for multiple attendees, we've got you covered.

REMOTE INTERPRETING

Over-the-phone and video-remote interpreters are available to you on-demand, within minutes, to help facilitate a conversation. This easy and cost-effective form of interpreting is a great way to help your multilingual interactions run as smoothly as possible. This is an especially effective form of interpreting for last-minute or rare language requests. Others have loved using our remote services due to our excellent customer service and quick availability.

HOW TO REQUEST SERVICES

Document Translation:

Email your document files and the language(s) needed to translationelanguagenetworkusa.com, along with any special instructions you may have. We will then provide you with a quote based on the language(s) requested and word count. Once you have approved the quote, we begin translation which has a 5-7 day turnaround time.

On-Site Interpreting:

Please allow 5 business days advance notice to schedule an interpreter, or longer for more rare language requests. Email appointment requests to staffelanguagenetworkusa.com or call (949) 733-2446 with the information below:

- 1. Requester's Name (Your Name), Company Name
- 2. Appointment Date, Time, and Expected Duration (#of Hours Needed)
- 3. Location of Assignment: Address, Name of Building, Room or Suite #
- 4. Type of Appointment
- 5. Language Needed
- 6. Name of contact person & their phone number
- 7. Name of the Consumer
- 8. Any other reference fields

Over-the-Phone Interpreting:

Over-the-phone interpreting available on-demand 8am-5pm. Dial our office (949)-733-2446 and request a phone interpreter. Provide our team with the information listed above (#1-8) and an interpreter will be provided within minutes of calling.

Set up an account for access to a 24/7 line of video-remote interpreters. Email staffelanguagenetworkusa.com or call to request to set up an account.

INTERPRETER CREDENTIALS

Each interpreter in our large network has to go through an extensive qualification process before working with us:

Initial Screening:

When looking for our interpreters, we first look at their resume for the required skills and a minimum of three years professional experience in relevant settings.

Language Proficiency:

Next, we review their qualifications, verifying relevant and necessary certifications for medical, legal, or administrative settings.

Certifications that many of our interpreters have include but are not limited to:

- State Court and Administrative Certification
- Federal Court Certification
- Medical Certification

Professional Audit: Once they have met all our qualifications, each interpreter is then required to complete a number of further qualifying tasks. They each must:

- complete and clear a background check
- provide proof of eligibility to work in the United States
- provide proof of certifications
- carry any and all insurances in compliance to state laws



TRANSLATION PROCESS

To ensure validity and cultural relevance, our translated documents go through a thorough process:

STEP 1: Translation

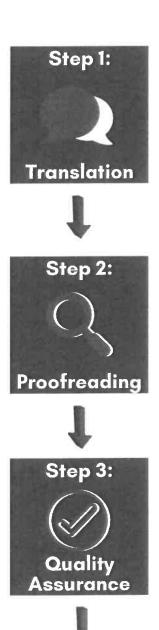
First, your documents are given to a handpicked translator, best suited for the job, to provide a seamless translation. They then translate the documents, keeping the intentions and meaning of the pieces in mind and providing a culturally relevant translation.

STEP 2: Proofreading

After the first translator completes the translation, your documents are given to a second translator. This translator proofreads the completed translation to ensure there are no mistakes or misinterpretations and provides edits if needed.

STEP 3: Quality Assurance

Once the documents have been accurately translated and checked for any language or cultural errors, they are sent to the project manager. The project manager assures the high quality of the translation job and that the files are printable and ready to go.



After the translation process is complete, the documents will be returned to you. If you notice a problem or would like any revisions, we send them back through the process.

LIST OF LANGUAGES

- Amharic
- Amoy
- Arabic
- Armenian
- Azerbaijani
- Belarusian
- Bengali
- Bikol
- Bosnian
- Brazilian Portuguese
- Bulgarian
- Burmese
- Canadian French
- Cantonese
- Catalan
- Cebuano
- Cham
- Chamorro (Guam) Hungarian
- Chinese
- Chinese-Simplified
- Chinese-
- Traditional
- Chiu Chow
- Chow Jo
- Croatian
- Czech
- Danish
- Dari
- Dinka (Sudan)
- Dutch
- English
- Estonian

- Faroese
- Farsi
- Fijian
- Finnish
- Flemish
- French
- French Creole
- **Fukienese**
- Georgian
- German
- Greek
- Gujarati (India)
- Hainanese
- Haitian Creole
- Hakka (China)
- Hebrew
- Hindi
- Hmong
- Ibo (Nigeria)
- Icelandic
- llocano
- llongo
- Indonesian
- Italian
- Japanese
- Kazakh
- Khmer
 - (Cambodia)
- Kinyarwanda
- Kirundi
- Kmhmu (Laos)
- Korean
- Kurdish

- Laotian
- Latvian
- Lithuanian
- Macedonian
- Malay
- Malayalam
- Mandarin
- Mandinka
- Marathi (India)
- Marshallese
- Mien
- Mongolian
- Navajo
- Nepali
- Norwegian
- Nuer (Nilo-Saharan)
- Oromo (Ethiopia)
- Palau
- Pampangan
- Pangasinan
- Pashtu
- Polish
- Portuguese
- Punjabi
- Quechua
- Romanian
- Russian
- Samoan
- Serbian
- Shanghainese
- Sherpa
- Shona
 - (Zimbabwe)

- Slovak
- Slovenian
- Somali
- Spanish
- Swahili
- Swedish
- Tagalog
- Taishanese
- Taiwanese
- Tamil
- Thai
- Tibetan
- Tigrigna (Ethiopia)
- Tongan
- Trukese
 - (Micronesia)
- Turkish
- Turkmen
- Ukrainian
- Urdu (Pakistan)
- Uzbek
- Vietnamese
- Visayan
- Wolof
- Xhosa
- Yoruba
- Zulu

ORGANIZATIONS THAT WE SUPPORT











W UNIVERSITY of WASHINGTON

"We utilize Language Network for document translation of newsletters, notices, articles, and mailers. The translation services have always been completed on time. I highly recommend Language Network!"

– City Clerk, California City

"The best small business in the State of Washington, bar none!"

- Judicial Assistant, WA

"They provide us with the best quality service by far. Their interpreters are courteous, well-mannererd, on-time, and professional. I recommend them for any interpreting needs."

- Social Services Administrator, Orange CA "I LOVE doing business with The Language Exchange. Each and every time is a pleasant experience and your customer service is the best I've ever received."

- Board of Industrial Insurance Appeals, WA

"As Director of English Learner service programs in a public school district, I have found the translation and interpreting services of Language Network to be INDESPENSIBLE...We can always count on Language Network to provide skilled, reliable, and pleasant translators at a reasonable cost."

- Director of English Learners Program,

CA



Standard Rate Sheet (2021-2022)

Translation and Interpreting in 200+ Languages

Interpreting Rates- Consecutive

Consecutive Interpreting- On-Site		Unit	Minimum Charge
Tier 1 Languages: Spanish	\$89	Per Hour	2 Hours
Tier 2 Languages	\$129	Per Hour	2 Hours
Tier 3 Languages	\$149	Per Hour	2 Hours
American Sign Language (ASL)	\$109	Per Hour	2 Hours

Interpreting Rates-Simultaneous

Simultaneous- Seminar/Group Interpreting	Half Day	Full Day
Tier 1 Languages:	\$350	\$550
Tier 2 Languages	\$550	\$850
Tier 3 Languages	\$750	\$1,250

Over-the-Phone Interpreting

Over the Phone Interpreting		Unit	Minimum Charge
Spanish	\$1.29	Per Minute	15 Minutes
All Other Languages	\$1.49	Per Minute	15 Minutes

^{*}Services Available on-demand 24/7/365

Video-Remote Interpreting

Video Remote Interpreting - Pick your Platform- Pre-Scheduled		Unit	Minimum Charge
Tier 1 Languages: Spanish	\$89	Per Hour	2 Hours
Tier 2 Languages	\$129	Per Hour	2 Hours
Tier 3 Languages	\$149	Per Hour	2 Hours
American Sign Language (ASL)	\$109	Per Hour	2 Hours



Interpreting Equipment

Headset and Receivers (Minimum 20)	\$8	Per Unit
Transmitter	\$100	Per Unit

Document Translation

Translation (Translation, Edit, and Proof)		Unit- Source Word	Project Minimum
Tier 1 Languages: Spanish	0.14	Per Word	\$100
Tier 2 Languages	0.21	Per Word	\$100
Tier 3 Languages	0.30	Per Word	\$100

Support and Multimedia Services:

Desktop Publishing/Formatting	\$40	Per Hour
Audio Transcription (Voice)	\$10	Per Minute
Multimedia File Format and Conversion	\$65	Per Hour

Additional Terms:

- *2hour minimum fee applies to onsite interpreting. Each hour after 2 hours is billed at prorated hourly rate. Hourly charge will commence from interpreter's initial arrival to interpreter's final departure. Anytime thereafter will be billed in 15 minute increments. Half day is defined as 0-3 hours and Full day is defined as 3-6 hours. Anytime thereafter will be billed in 15 minute increments.
- *For scheduled video remote calls late cancellation, 100% cancellation fee applicable for the time scheduled.
- *Rate Exceptions: Depending upon the availability of interpreter and languages of lesser diffusion, rates may need to be altered accordingly. Rates for On-site-interpreters in States other than California (including Central and Northern California) may vary. Every effort is made to keep within rates mentioned above. I
- *Additional Charges: Mileage may be billed at \$.56/mi round trip from interpreter's location to site. Parking fees, tolls, entrance fees to be reimbursed.
- *Cancellation and Patient/Provider No-Show Policy: 100% Cancellation Fee if appointment is cancelled less than 24 hours (business day) before appointment. The interpreters are allocated time for your assignment alone, therefore cancellation notifications less than 24 hours (business day) must be billed.



Language List:

Tier 1 Languages:					
Spanish					
ASL Tier:					
American Sign Language					
Tier 2 Languages:				_ 1. /	
Arabic (Egyptian)	Chinese Mandarin		Hungarian	Polish	Swedish
Arabic (Iraqi)	Croatian	French	Italian	Romanian	Tagalog (Filipino)
Arabic (Modern Standard)	Czech	French Canadian	Korean	Russian	Taiwanese
Arabic (Moroccan)	Danish	French Creole	Latvian	Serbian	Ukrainian
Arabic (Sudanese)	Dutch	Georgian	Lithuanian	Sicilian	Vietnamese
Arabic (Yemeni)	Estonian	German	Macedonian	Slovak	
Chinese Cantonese	Finnish	Greek	Norwegian	Slovene	
		1			
Tier 3 Languages:					
Acehnese	Chin (Falam)	Hmong	Lao	Pidgin (Nigerian)	Tigrinya
Acholi	Chin (Hakha)	Hokkien	Lautu	Ponapean/Pohnpeian	Toisanese
Afghani	Chin (Lai)	Icelandic	Lingala	Portuguese (Brazilian)	Tongan
Afrikaans	Chin (Mizo)	Igbo	Lorma	Portuguese (European)	Tosk
Akan	Chin (Tedim)	Ilocano	Luganda	Portuguese Creole	Trukese/Chuukese
Akateco	Chin (Zo, Zomi)	Ilonggo	Luo	Pulaar	Turkish
Albanian	Chin (Zophei)	Indonesian	Maay-Maay	Punjabi	Twi
Amharic	Choujo	Japanese	Malay	Q'anjob'al	Urdu
Anuak	Chuukese	Jarai	Malayalam	Rohingya	Uzbek
Armenian	Cotocoli (Tem)	Jiangsu	Mam	Samoan	Visayan
Ashanti	Dari	K'iche' (Quiché)	Mandinka	Sango	Wolof
Assyrian	Dinka	Kannada	Mara	Senthang	Xhosa
Azeri	Dioula	Karen	Marathi	Shanghainese	Yiddish



Tier 3 Languages: Continued					
Bahasa (Malaysian)	Edo	Karen (Pwo)	Marshallese	Shona	Yoruba
Bambara	Ewe	Karenni (Kayah)	Matu	Sichuan	Yup'ik
Bashkir	Farsi	Kazakh	Mbay	Sinhalese	Zulu
Basque	Foochow (Fuzhou)	Khmer	Mende	Siyin	
Bassa	Fukienese	Kikongo	Mien	Somali	
Belarusian	Fulani	Kikuyu	Mina	Somali Bantu	
Bengali	Fulde	Kinyamulenge	Mixteco (Alto)	Soninke	
Bosnian	Fuzhou	Kinyarwanda	Mixteco (Bajo)	Soninke (Sarahuli)	
Bulgarian	Ga	Kirundi	Moldovan	Soninke (Sarakhole)	
Burmese	Garre	Kituba	Mongolian	Soranî (Kurdish)	
Cambodian	Guarani	Kizigua (Kizigula)	Montenegrin	Sousou	
Cape Verde Creole	Gujarati	Kosraean	More	Swahili	
Carolinian	Hainanese	Krahn	Mushunguli	Sylheti	
Catalan	Haitian Creole	Krio	Navajo	Tajik	
Cebuano	Hakka (Chinese)	Kunama	Nepali	Tamil	
Chaldean	Harar	Kurdish	Nuer	Telugu	
Chamorro	Hassaniya	Kurdish (Bahdini)	Oromifa	Temne	
Chao-Chow	Hausa	Kurdish (Kurmanji)	Pashto	Teochew	
Cherokee	Hebrew	Kurdish (Sorani)	Patois (Jamaican)	Thai	
Chin	Hindi	Kyrgyz	Pidgin (Cameroonian)	Tibetan	

Form (Rev. October 2018) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

	1 Name (as shown on your income tax return). Name is required on this line; do	o not leave this line blank.										
	Language Network, Inc											
Print or type. Specific Instructions on page 3.	2 Business name/disregarded entity name, if different from above											
	Language Network, Inc											
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.				4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):							
	Individual/sole proprietor or C Corporation S Corporation Partnership Trust/estate single-member LLC				Exempt payee code (if any)							
	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶						-					
	Note: Check the appropriate box in the line above for the tax classification of the single-member owner. LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-me is disregarded from the owner should check the appropriate box for the tax classification of its owner.			the LLC is ber LLC that code (if any)				ting				
ec.	☐ Other (see instructions) ►				(Applies to accounts maintained outside the U.S.)							
S	5 Address (number, street, and apt. or suite no.) See instructions. Requester's name a					and address (optional)						
See	3605 Santa Monica Blvd, #65575											
-,	6 City, state, and ZIP code	IP code										
	West Hollywood, 90069											
	7 List account number(s) here (optional)											
					_				_			
Part I Taxpayer Identification Number (TIN)					ocurity number							
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a					7		7 [T	$\overline{}$	\top		
resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other					-		-					
entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> later.				<u> </u>	J				_			
They recons				ployer i	r identification number							
				Ħ	Г		TT	T	T	=		
			9	4 -	3	4 4	0	7	7	5		
Par	Certification		-		_							
	penalties of perjury, I certify that:											
1. The	number shown on this form is my correct taxpayer identification numl	ber (or I am waiting for a	number to	be issu	ied t	o me); a	and					
Ser	n not subject to backup withholding because: (a) I am exempt from bar vice (IRS) that I am subject to backup withholding as a result of a failur longer subject to backup withholding; and	ckup withholding, or (b) re to report all interest or	I have not k dividends	oeen no , or (c) t	tified he If	d by the RS has	Interr notifie	nal R d me	ever tha	nue it I am		
	n a U.S. citizen or other U.S. person (defined below); and											
	FATCA code(s) entered on this form (if any) indicating that I am exempt	pt from FATCA reporting	is correct.									
Certif	cation instructions. You must cross out item 2 above if you have been no	otified by the IRS that you	are curren	tly subje	ect to	backuj	withh	oldir	ng b	ecause		
acquis	ave failed to report all interest and dividends on your tax return. For real es sition or abandonment of secured property, cancellation of debt, contributi than interest and dividends, you are not required to sign the certification, b	ions to an individual retire	ment arrand	gement	(IRA)	, and ge	nerally	/, pa	yme	nts er.		
Sign Here	W/// /	D	ate ►	1/	18/	2021						
General Instructions		Form 1099-DIV (dividends, including those from stocks or mutual funds)										
Section references are to the Internal Revenue Code unless otherwise noted.		 Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) 										
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted		Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)										
aπer 1	hey were published, go to www.irs.gov/FormW9.	 Form 1099-S (proceeds from real estate transactions) 										
Purpose of Form		 Form 1099-K (merchant card and third party network transactions) 										
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer		 Form 1098 (home m 1098-T (tuition) 	nortgage in	terest),	1098	3-E (stu	dent l	oan i	nter	est),		
identi	lication number (TIN) which may be your social security number , individual taxpayer identification number (ITIN), adoption	• Form 1099-C (canc	eled debt)									
taxpa	yer identification number (ATIN), or employer identification number	 Form 1099-A (acquisition or abandonment of secured property) 										
(EIN),	to report on an information return the amount paid to you, or other nt reportable on an information return. Examples of information	Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.										

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding,

later.

returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)