



81 Willoughby Street, Ste 602, Brooklyn, NY 11201 • P: 718-237-8919 • F: 718-749-0113
/ www.lissol.com

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is made and effective this **08/03/2018**, by and between **Lyudmila Mamaeva** ("Contractor") and Legal Interpreting Services, Inc DBA: LIS Solutions, Inc DBA: LIS Solutions ("Company"). If Contractor is a sole proprietorship, partnership or a corporation, please provide the sole proprietorship/partnership/corporation name (and "doing business name", if applicable), and tax ID #.

(Please state Full Name and Tax ID/SS# under which you would like payment to be addressed to).

Now, therefore, Contractor and Company agree as follows:

1. Services.

Contractor, who is engaged in the business of providing interpretation and/or translation services to various businesses and government entities, agrees to provide the following services: Interpretation and/or Translation and related services ("the Services") as may be requested by clients of Company ("Clients"), and assigned by the Company and accepted by the Contractor. Clients retain the right to cancel any assignment or reject the specific Contractor.

2. Term.

Contractor shall provide Services pursuant to this Agreement for a term commencing on **08/03/2018**. The contract will continue until terminated by written notice from either party to the other.

3. Scope of Services and Payment.

The Company will provide the Contractor with the scope of the Services to be provided in any particular assignment, which scope of Services will be defined by the Client. Contractor will set, or the parties will negotiate and agree upon, rates for the provision of Services hereunder, and the terms thereof will set forth on an individual addendum in the form annexed hereto as Exhibit A for each assignment/Client account.

In order to receive timely payment for Services, Company suggests that Contractor deliver an Invoice for services rendered within twenty-four (24) hours after the completion by Contractor of each and every assignment given to Contractor by Company (for Company's clients) hereunder, and include the following information:

Contractor full name/Company name

Full billing address

Contractor email address/phone number

Date of assignment, Date and Time assignment started, Date and Time assignment completed, and total hours worked

Company Client Representative on site: full name and contact information

Description of proceeding: Case Name/Nature of proceeding (e.g., EBT, IME, Hearing, EUO, Transcription, document translation)

Contractor shall deliver to Company the above-referenced invoice(s) either by facsimile: (718)749-0113, or by electronic mail: admin@lis-translations.com. Contractor acknowledges and understands that in the event that Contractor fails to timely deliver to Company such invoice(s), the payment by Company to Contractor of the amount(s) reflected in such invoice(s) may be delayed.

Upon compliance with the above, payments will be made **forty five (45) days after the completion of the assignment.**

4. Full and Complete Agreement

Except as set forth in section 7 below, this Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written or oral.

This Agreement may be amended, supplemented or changed only by an agreement in writing signed by both of the parties. Accordingly, if Contractor desires to change any term of this Agreement, Contractor shall notify Company of same in writing. If Company accepts such amendment, supplement, alteration or change to this Agreement, then Company shall forward to Contractor a new Agreement reflecting such change, or any other changes proposed by the Company. Upon execution of a new written agreement by both parties, the new Agreement shall become effective, and this Agreement shall immediately be void. If the parties do not agree to the terms of, and execute, a new Agreement, then this Agreement shall remain in full force and effect and Contractor expressly agrees to continue to abide by all terms and conditions contained

herein, including payment terms.

5. Independent Contractor Status.

Contractor is and throughout this Agreement shall be an independent contractor and not an employee, partner or agent of Company. Contractor shall not be entitled to nor receive any benefit normally provided to Company's Employees such as, but not limited to, vacation or sick pay, health insurance or retirement benefits, or other perquisites (except as required by law). The Company will not withhold federal or state income taxes, or FICA or FUTA (Social Security, Medicare and federal unemployment taxes) from Contractor's payments or provide worker's compensation, disability or unemployment contributions on Contractor's behalf; rather Contractor shall be responsible to pay all taxes incurred in connection with the performance of Services hereunder, including income taxes, and provide his/her/its own worker's compensation, disability and unemployment insurance benefit coverage. Upon demand, Contractor shall provide Company with proof that such payments have been made.

Because Contractor is an independent contractor hired to perform particular assignments, Contractor is not eligible for receipt of unemployment insurance benefits upon completion of any assignment or upon termination of this Agreement.

Company shall not provide any insurance coverage of any kind for Contractor. Contractor shall indemnify and hold Company harmless from any loss or liability arising from Contractor's performance of services under this Agreement.

Contractor has the right to perform services for others during the term of this Agreement, including competitors of the Company. Company shall not require Contractor to devote any particular amount of time to performing services under this Agreement, except as necessary to complete an accepted assignment.

Notwithstanding anything to the contrary herein, Company is not required to give Contractor any assignment and Contractor is not required to accept any assignment. However, if Contractor has accepted an assignment, and is unable to perform the assignment, Contractor should provide the Company with at least 24 hours' notice of cancellation of the assignment.

6. Tools, Supplies and Expenses.

Contractor shall be solely responsible for procuring, paying for and maintaining any computer equipment, software, reference materials or dictionaries, paper, tools or supplies necessary or appropriate for the performance of Contractor's services hereunder. Contractor shall be responsible for all expenses incurred while performing services under this Agreement, unless payment for same is authorized in writing by the Company or its Client.

7. Client Confidentiality and Non-disclosure Obligations.

Contractor's engagement on any assignment is conditioned upon execution of any confidentiality and/or non-disclosure agreement required by the Company's Client as a condition to assignment. Contractor shall be furnished with any agreement required by Client in advance of the assignment.

8. Controlling Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

9. Headings.

The headings in this Agreement are inserted for convenience only and shall not be used to define, limit or describe the scope of this Agreement or any of the obligations herein.

10. Notices.

Any notice required to be given or otherwise given pursuant to this Agreement shall be in writing and shall be hand delivered, mailed by certified mail, return receipt requested or sent by recognized overnight courier service, except as otherwise noted, as follows:

If to Contractor:

Name : _____
Business Name: _____
Tax ID#/SS#: _____
Address: _____

If to Company:

Legal Interpreting Services, Inc DBA: LIS Solutions, Inc DBA: LIS
Solutions
81 Willoughby Street, Suit 602
Brooklyn, New York 11201

11. Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

12. Arbitration Clause.

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association, in New York City, in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

13. Execution by Fax or Email:

Contractor and Company agree that this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission or email to the other. Signatures transmitted by facsimile or email shall have the same effect as original signatures.

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date first above written.

Legal Interpreting Services, Inc DBA: LIS Solutions CONTRACTOR



By: Noris Sanchez
Title: Recruitment Manager

By:

DATE:

Name:

Issue check under Corp name or under linguist name:

EXHIBIT A

INDIVIDUAL ACCOUNT ADDENDUM

SCOPE OF WORK: Voiceover

LANGUAGE PAIRS: Russian

CONTRACT NAME/ACCOUNT NAME: Voiceover

NATURE OF CONTRACT (FEDERAL/STATE/CITY/PRIVATE): State/City/Public

RATES (AS APPLICABLE):

Voiceover Services / Rate of Payment:

Language: Russian rate: \$35.00 p/h

Legal Interpreting Services, Inc DBA: LIS
Solutions, Inc DBA: LIS Solutions, Inc.



By: Noris Sanchez
Title: Recruitment Manager

CONTRACTOR

By:



DATE:

Name: