

WORLDWIDE LANGUAGE SOLUTIONS S.A. SERVICE AGREEMENT

The following is a legally binding agreement between the Client and Worldwide Language Solutions S.A. governing the terms of the services rendered, or to be rendered by Worldwide Language Solutions S.A. In the event of any possible dispute(s) or complaints in relation to provided services or any of the elements comprising or related to those services, these Terms and Conditions shall control. Submission of Source Materials (as defined below) to Worldwide Language Solutions S.A. constitutes acceptance of all terms and conditions contained in this service agreement.

Summary of terms:

1. "The Company" refers to Worldwide Language Solutions S.A.
2. "The Client" refers to the individual(s) or business entity who or that has accepted this contract.
3. "Source Materials" refers to the documents, materials, and other items forwarded to Worldwide Language Solutions S.A. for translation hereunder.
4. The Deliverable" signifies the final, translated version of the Source Materials provided by Worldwide Language Solutions S.A. to the Client.

1. PRICING/DELIVERY

The Company is entitled to amend pricing and/or delivery estimate quotations following the receipt and evaluation of the full and final text/form of Source Materials to be translated. The Company reserves the right to carry out a word count once in possession of the Source Material. The Client will be advised by The Company in the event that the word count carried out by The Company differs to the one initially specified by The Client. In this event, no work will be undertaken by The Company without notifying The Client of any resulting price difference to the original quote. The Client will be advised by The Company of any possible additional charges or change of delivery date prior to performing the translation.

2. CLIENT SPECIFICATIONS

The Client needs to provide an "Approved Glossary" and instructs The Company to use it in relation to the specified Source Material. If an "Approved Glossary" is not forwarded by The Client, The Company will translate any specialised terms appearing in the Source Material on the basis of their usual and conventional semantic interpretation, and otherwise carry out the translation based on The Company's standard translation processes and procedures.

Where this is applicable, The Client needs to specify at the time of ordering the language variation. Where this is not specified by the Client, The Company will assume that that either type is satisfactory.

Where the document contains personal names, places, products and they need translated (or transliterated) and an official translation already exists, The Client is expected to provide the Company with the official translation at the time of ordering. Where this is not specified by the Client, The Company cannot be held responsible for such inaccuracies.

Such rectifications done after delivery will be charged a minimum administration fee of US\$50 (or equivalent in the other currencies).

All Source Materials submitted by The Client to The Company need to be legible and have to be delivered to The Company in such time and format as specified by The Company, that is to say: Word, PDF, JPG, GIF, TIF, Excel, Power Point. The Company does not bear responsibility for delay in delivery due to The Client failing to forward any Source Materials in a timely and appropriate way or in an acceptable format.

3. EXTRA SERVICES

a) Multilingual research: The Client needs to provide The Company with an exhaustive summary detailing the key elements of the research and specify the language of the Deliverable before submitting the order. The Company bears no responsibility or obligation in relation to lack of relevant information. In the event of The Client requiring further information, The Client may ask The Company to extend the research time but this will be subject to extra costs. Price and completion changes resulting from the additions towards work already submitted shall depend on the nature, extent and implications of the required work. The Company will notify The Client of the price and completion time before further research is carried out.

b) Proofreading service: The Client needs to provide The Company with both the document that needs proofreading and the original document from which the translation was done. When there is enough evidence that the quality of the translated document is below standard, The Company will have full right to apply its standard translation rates. In this case, The Company will notify The Client of the price and completion time before the translation is carried out.

c) Document legalisation: The Client needs to specify at the time of the order whether the document will have to be valid nationally or internationally. Where this is not specified by the Client, The Company will assume that the first option is satisfactory. In both cases, the proofreading service of the translated document is compulsory. In the event of the Client requiring a document to be notarised, The Client will be required by The Company to submit the original document. While The Company will take all the possible steps to meet the delivery deadline, The Company bears no responsibility or obligation in relation to delays due to force majeure or government bureaucracy.

4. ERROR HANDLING AND CORRECTIONS

The Client agrees that The Company bears no responsibility or obligation in relation to any proven or perceived errors identified by The Client in the Deliverable Material unless The Company receives written summary at the point of submission. In the event where The Client submits a summary of errors at this time, The Company undertakes to correct the Deliverable at no additional cost to The Client.

For documents containing up to 10,000 words, The Client will have 7 days (1 business week) to address translation problems. This period is extended to 14 days (2 business weeks) for documents containing more than 10,000 words. After this time, amendments will be subject to an administration fee of US\$50 for administration plus an additional US\$25 per hour spent by the translators or proofreaders.

5. COMPLETION/DELIVERY

A Deliverable is considered delivered only when The Company either emails, faxes or otherwise communicates it to the Client, with the Company being able to show a verification of communication upon request by The Client.

Delivery dates only become valid once they have been expressly confirmed by The Company in a communication to The Client. In the event of a delay in delivery by The Company, The Company will inform The Client of the reasons.

In the event of The Company not meeting the agreed extension period, The Client will be entitled to negotiate for a reasonable reduction of the applicable fees.

The customer shall not be entitled to claim discount of fees if the delay is due to force majeure or other circumstances over which The Company has no control.

All other possible claims by The Client towards The Company are precluded under the provisions of this Service Agreement. In the event of a cancellation of work order already submitted to The Company where translation has not yet begun, The Client is liable to pay a cancellation fee of US\$50 or 10% of the total value of the contract, whichever is the greater.

In the event where The Client notifies The Company of a cancellation of a translation in progress, The Client remains liable for payment for the work already performed by The Company prior to the time of The Client's notice of cancellation. This payment of said portion will be in addition to the cancellation fee of US\$50 or 10% of the total value of the contract, whichever is the greater.

6. MODIFICATIONS/ADDITIONS TO SOURCE MATERIALS FOLLOWING THEIR SUBMISSION TO THE COMPANY

In the event of The Client wishing to incorporate modifications or insert additions to already submitted Source Materials, The Client shall submit to The Company a summary clearly indicating the proposed changes.

Price and completion changes resulting from the incorporation of post-submission modifications or additions towards work already in progress shall depend on the nature, extent and implications of the required changes and percentage of work already completed. The Company will notify The Client of the price and/or of completion time changes in relation to the original estimate before the changes or additions are carried out and incorporated in to the Deliverable by The Company.

7. DECLARATIONS AND WARRANTIES

The Company declares and undertakes to carry out the translation in a manner consistent with its standard service procedures. The Client declares and warrants the following:

* that they own or are licensees of the Source Materials and all components thereof.

* that the translation of the submitted Source Material and any subsequent use of the Deliverable is not in infringement of any copyright rights held by a third party.

8. LIABILITY

The Company shall not be liable for any incidental, special, or consequential damages or loss of any nature whatsoever, nor for any claim against The Client by any other person or entity, arising from or relating to services rendered by The Company, regardless of the nature of the claim or the form of the cause of action, whether in contract or in tort, or otherwise, and even if The Company has been advised of the possibility of such damages, anything contained in related proposals and other documentation notwithstanding. The Company shall not be responsible for any loss or damage to, nor the return of, any Source Materials.

9. WARRANTY DISCLAIMER

The Company makes no warranty or declaration in relation to any possible uses of Deliverable Materiel by The Client or any other parties.

The Company does not warrant that the use of any information relating to or contained within therein shall not infringe any proprietary right held by a third party. The above warranties and declarations of The Company are in lieu of all other warranties, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose.

10. TERMINATION OF AGREEMENT

As a consequence of The Client being in breach of this Agreement, The Company has the right to terminate the provision of services. In such an event, The Client is liable for all outstanding fees related to services already completed and for all work in progress.

Should The Company breach this Agreement, The Client is entitled to terminate the service relationship with The Company and cancel any already submitted order(s).

In this event, The Company shall return to The Client all Source Materials previously supplied by The Client. The Client will also receive any and all completed work prior to the date of cancellation. In the above eventuality, The Client will only be liable for fees applicable to work already completed. A cancellation by The Client on the basis of a breach of the agreement on behalf of The Company will not warrant the standard cancellation fee of US\$50 or 10% of the total value of the contract, whichever is the greater.

11. CONFIDENTIALITY

The Company guarantees that the content of all Source Material submitted by The Client will remain confidential. The Company guarantees that all information pertaining to or describing the nature of all Source Material will remain confidential. Only with the prior consent of The Client will The Company disclose any information related to the Source Material to any person other than the employees/contractors employed by The Company who need access to the Source Material in order to carry out the work. The above provisions will cease to apply in the event of:

- * The Company being required by law to disclose such information to empowered authorities.
- * Information pertaining to the Source Material is or becomes a matter of public knowledge other than by disclosure by The Company.

12. OWNERSHIP

All proprietary rights, to the Source Materials and the Deliverables, are and remain the sole and exclusive property of The Client. Notwithstanding the above, all Deliverables shall remain the property (but not the risk) of The Company until such time as The Company has received the full applicable fees for work carried out in producing the Deliverables.

13. INDEMNITY

The Client shall indemnify, defend, and hold harmless The Company, its owners, directors, officers, employees, contractors, representatives, agents, and successors and assigns from and against any and all losses, damages, costs and expenses, including legal fees, resulting from, arising out of or incident to any suit, claim or demand based on:

- * The adherence to this Agreement by either party,
- * Any commercial activities undertaken by The Client, including the imposition of any kinds of taxes.

* any claim that the Deliverable infringes any proprietary right held by a third party.

14. PAYMENT

The Client will pay The Company all applicable fees for services rendered via the following methods:

i) Cheques: Cheques in United States Dollars made payable to "Worldwide Language Solutions S.A".

ii) Bank or wire transfers: Bank or wire transfers to arrive in United States Dollars to The Company's bank accounts in Costa Rica. All additional bank transfer costs will be met by The Client.

iii) Credit or Debit Card Payments: Upon registration of an order by The Client. The Client's credit card details will be recorded by The Company using secure online encryption. The Client will be required to register their credit card details each time The Client registers subsequent orders with The Company. In the event of non-validation of credit card, The Client shall be contacted by The Company for order confirmation and the establishment of valid credit card details prior to the translation being carried out. For all sales, an upfront deposit is required to secure the order. Worldwide Language Solutions will not proceed with the order until the deposit is received.

iv) Credit Arrangements: Where credit arrangements have been established between The Company and The Client, The Client shall make full payment to The Company for all services rendered within fifteen (15) days of receiving a valid invoice from The Company unless otherwise specified by The Company. Payment terms will be arranged prior to order confirmation and detailed on the invoices. Such invoices are usually distributed by The Company to The Client via email. If The Client entitled to a credit arrangement does not forward payment within the above specified period, The Company is entitled to charge interest at the rate of 5% per month until the entire amount due is received. The Client alone is liable for payment; payments by other parties shall be accepted only on condition of prior arrangement. The Client may not offset an invoice against other claims unless these are undisputed or legally enforceable. In the event of The Company needing to engage the services of a law firm, solicitor, or debt collection agency to enforce the collection of outstanding fees from The Client, then The Client agrees to pay The Company the full costs and commissions charged by the law firm, solicitor, or debt collection agency.

15. REFUND POLICY

Worldwide Language Solutions S.A offers customers a refund in case of the following:

In the event of the company not meeting the agreed upon deadlines for our translation services, the customer is entitled to a partial refund. The refund due in

such an eventuality is to be in the amount of 10% of the total price quoted, deducted for each 24 hours of delay.

In the case of cancellation by the customer of an already submitted work order, for either Translation or Interpretation Services, Worldwide Language Solutions shall charge the full amount unless the order is cancelled the same day. If a job is ordered and cancelled the same day, Language Solutions shall only charge for work already carried out, along with a standard cancellation fee of US\$50.00 or 10% of the total quoted cost; whichever is greater.

16. LEGALITY

This Agreement shall be governed by, enforced and construed in accordance with the laws of Costa Rica. The Company: Worldwide Language Solutions S.A. Registered Office: Sabana Sur, de la Universal, 200 sur, 100 oeste y 50 sur, Corporate Identification Number (Cedula Juridica): 3-101-532099 Contact Information: Costa Rica + (506) 2232-9710 US/Canada: 1-877-665-5544 UK: +(44) (0) 203-139-9002, Norway: +(47) 90-299 299 Email: crm@languagesolutionsltd.com

I Accept the Worldwide Language Solutions Service Agreement