

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“Agreement”) is made and entered into as of the _____ day of _____, 20__ (the “Effective Date”) by and between LingoDocs, LLC, a Nebraska Limited Liability Company, (the “Company”) and _____, a Nebraska resident or Company, (“Independent Contractor”).

SS# or TAX ID #: _____

Full Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone #: _____

PRELIMINARY STATEMENTS

- A. LingoDocs, LLC desires to employ the Independent Contractor to Re-Sell exclusively its products/services, and the Independent Contractor desires to be employed by LingoDocs, LLC in said capacity; and
- B. Each Party desires to set forth in writing the terms and conditions of their understandings and agreements as to the issues of capacity, confidentiality, non-disclosure and non-competition.
- C. Each Party agrees that this Agreement applies for all aspects of business hereafter between the Parties and for the purposes as set forth herein.
- D. Definitions:
 - 1. “Confidential Information” means any and all material, data, discoveries, ideas, improvements, information, inventions, formulae, patterns, compilations, programs, devices, methods, techniques, processes, know how, plans (marketing, business, strategic, technical or otherwise), arrangements, pricing and/or other information of, or relating to LingoDocs, LLC (as well as its clients, customers, and/or vendors) that is confidential, proprietary, and/or a trade secret, (i) by its nature, (ii) based on how it is treated or designated by LingoDocs, LLC, (iii) based on the significance of its existing or potential commercial value or business utility; (iv) such that its appropriation, use or disclosure would have a material adverse effect on the business or planned business of LingoDocs, LLC, or (v) as a matter of law. Confidential Information includes, without limitation, business operations and methods; financial performance; contractual relationships; business partners and prospective clients, customers. There is no requirement that any Confidential Information is reduced to a writing, there is no requirement that any documents, information, materials or media be marked “confidential” or bear any similar marking in order to fall within the definition of “Confidential Information.”
 - a. Exceptions. To the extent Independent Contractor can demonstrate the following by clear and convincing evidence, Confidential Information does not include material, data, and/or information; (i) that LingoDocs, LLC has voluntarily and fully placed in the public domain with the intent for such information to remain public and be readily and publicly accessible; (ii) that has been lawfully and independently

developed and publicly disclosed by third parties without any direct or indirect access to any Confidential Information as evidenced by prior written records; (iii) that constitutes the general non-specialized knowledge and skills gained by Independent Contractor during the Employment Period (as defined below) without use of or access to any Confidential Information; (iv) that otherwise enters the public domain through lawful means; or (v) that Independent Contractor provides to third parties regarding Independent Contractor's obligations under this Agreement; provided, however, that the unauthorized appropriation, use, or disclosure of Confidential Information by Independent Contractor, directly or indirectly, shall not affect the protection and relief afforded by this Agreement regarding such information. Any Confidential Information that includes a combination of features or aspects shall not be deemed to be within any of the foregoing exceptions merely because individual features or aspects fall within any one or more of such exceptions, but only if the combination itself falls within any of the exceptions.

2. The term "Company Client" means any person that Independent Contractor contracted, solicited, serviced, and/or had access to Confidential Information about, during the Employment Period.
3. The term "Market Area" means "primarily" the entire State of Nebraska and Iowa (Metropolitan Omaha Area and Council Bluffs) as well the rest of the United States.
4. The term "Non-Interference Period" means the twenty-four (24) months following the Termination Date.
5. The term "Same or Similar Business" means any and all Printing, Signage, Apparel, Translation Services, Web Design, Publishing, Bilingual Business Directory, Bookkeeping, and over the phone interpretation or bilingual message services, and work actually performed for LingoDocs, LLC.
6. The term "Solicit" means directly or indirectly soliciting, inducing, attempting to induce, or assisting any Person in any such solicitation, inducement or attempted inducement, in all cases regardless of whether the initial contact was by the Independent Contractor, LingoDocs, LLC client, or any other Person.
7. The term "Employment" used in this agreement is not being used within the context of creating an employer/employee relationship it is used merely for purposes of setting a time period for which the Independent Contractor shall be engaged by LingoDocs, LLC.

STATEMENT OF AGREEMENT

1. Services to be Performed by Independent Contractor.
Independent Contractor shall perform services ("Services") as an independent contractor to Re-Sell exclusively its products/services for LingoDocs, LLC. Including but not limited to, printing, signage, apparel (T-shirts), and web design. If available, freelance graphic design, translation/interpretation services and advertising as an Independent broker at a wholesale price of Vida Social Magazine and Bilingual Business Magazine.
 - a. Provision. Independent Contractor shall supply at its own expense, all materials, supplies, equipment and tools required to accomplish the work that is agreed to be performed in accordance with this agreement. In addition, LingoDocs, LLC shall not be liable

to the Independent contractor for any expenses paid or incurred by the independent contractor unless otherwise agreed to in writing.

2. Services to be Provided by LingoDocs, LLC.

Printing, Signage, Apparel Screen Printing, Graphic Design, Magazine Distribution, Promotional Products, Internet Sales, BigOListing.com/LaGrandeO.com Advertising, And any other LingoDocs Marketing (LingoDocs LLC) Merchandise and Services_____.

3. Employment Period.

The term of this Agreement shall begin on the ____ day of _____, 20__, and shall continue until either party decides to stop or as agreed upon in writing by both parties on a per-assignment basis.

4. Payment.

Independent Contractor shall be paid by LingoDocs, LLC according to the following terms and conditions:

- a. Independent Contractor shall be paid, as agreed by both parties, by check within one week but no longer than two weeks after each job, translation or graphic design is complete. This will be on a per basis agreement.
- b. or, Independent Contractor can take their initial commission/profit from each sale and pay LingoDocs, LLC the wholesale price.

5. Independent Contractor.

This Agreement will not render the Contractor an employee, partner, agent of, or joint venture with LingoDocs, LLC for any purpose and Contractor does not have the authority to bind LingoDocs LLC in any manner. The Contractor is and will remain an Independent Contractor in Contractor's relationship to LingoDocs, LLC. The Contractor will have no claim against LingoDocs, LLC hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

6. State and Federal Taxes.

Independent Contractor shall assume full responsibility for the payment of any taxes (or any other obligations or payments) that may be claimed as owed by any unit of government, as a result of remuneration paid to Independent Contractor for the performance of Services. This includes income, Social Security, Medicare and self-employment taxes. Independent Contractor shall also pay all unemployment contributions related to the performance of Services. Independent Contractor shall defend and indemnify LingoDocs, LLC with regard to any such payments.

7. Assistants.

Independent Contractor, at Independent Contractor's sole expense, may employ assistants as Independent Contractor deems appropriate to perform the Services. Independent Contractor shall be responsible for paying these assistants and expenses attributable to them, including income, Social Security, Medicare taxes and unemployment contributions.

Independent Contractor shall maintain Worker's Compensation Insurance for all his employees in connection with their work on the Services.

8. Fringe Benefits.

Independent Contractor shall not be eligible to receive any employee benefits from LingoDocs, LLC, including, but not limited to, medical, dental, vision, long-term disability, accidental death and dismemberment, flexible spending account, mental health services, family and medical care leave benefits, vacation benefits and participation in any LingoDocs, LLC 401 K plan.

9. Protection.

Both during and after the Employment Period, Independent Contractor shall not, in any manner, directly or indirectly: (i) appropriate, download, print, copy, image, fax, email, remove, use, disclose, divulge, and/or communicate any Confidential Information, to or for the benefit of any person, including (without limitation) originals or copies of any Confidential Information, in any media or format, except for LingoDocs, LLC's benefit within the course and scope of Independent Contractor's engagement, or with the prior written consent of the Managing Member of LingoDocs, LLC or his/her designee; or (ii) take or encourage any action that would circumvent, interfere with, or otherwise diminish the value or benefit of any Confidential Information to LingoDocs, LLC. All Confidential Information is the exclusive property of LingoDocs, LLC, the appropriation, use and/or disclosure of which is governed and restricted by this Agreement. Independent Contractor agrees to use utmost diligence to protect and safeguard the Confidential Information as prescribed in Section 1 of this Agreement.

10. Return and Review.

All Confidential Information, and all other information and property affecting or relating to the business of LingoDocs, LLC (including without limitation files, documents, materials, records, notebooks, customer lists, business proposals, contracts, agreements and other repositories containing information concerning LingoDocs, LLC or the business of LingoDocs, LLC), within the Independent Contractor's possession, custody or control, regardless of form or format, shall remain, at all times, the property of LingoDocs, LLC. At any time that LingoDocs, LLC may request, during or after the Employment Period, Independent Contractor shall deliver to LingoDocs, LLC, all originals and copies of Confidential Information, and all other information and property affecting or relating to the business of LingoDocs, LLC, within Independent Contractor's possession, custody or control, regardless of form or format; provided that, upon the Termination Date (as defined in paragraph 16), Independent Contractor shall effect such delivery without the necessity of a prior Company request. Both during and after the Employment Period, LingoDocs, LLC shall have the right of reasonable access to review, inspect, copy, and/or confiscate any Confidential Information, and any other information and property affecting or relating to the business of LingoDocs, LLC, within Independent Contractor's possession, custody or control.

11. Response to Third Party Requests.

Upon receipt of any formal or informal request, by legal process or otherwise, seeking Independent Contractor's direct or indirect disclosure or production of any Confidential Information to any Person, Independent Contractor shall promptly and timely notify

LingoDocs, LLC and provide a description and, if applicable, hand deliver a copy of such request to LingoDocs, LLC. Independent Contractor irrevocably nominates and appoints LingoDocs, LLC to act in the Independent Contractor's name, place and stead to perform any act that Independent Contractor might perform to defend and protect against any disclosure or production of Confidential Information.

12. Other Clients of Independent Contractor.

Independent Contractor understands that, in addition to providing services to LingoDocs, LLC on its matters, Independent Contractor may be retained, directly or indirectly, by other entities or individuals to provide services separate and apart from the Services defined above. Independent Contractor shall be responsible for following appropriate procedures to avoid any breach of client confidentiality or any conflicts of interest on the part of the Independent Contractor which regard to the performance of Services. These procedures include, but are not limited to, the following:

- a. The parties associated with any matter for which Independent Contractor is retained outside of the Services must be processed in advance for conflicts with LingoDocs, LLC and any of its subsidiaries and affiliated companies (collectively, LingoDocs, LLC). If a conflict of interest exists or appears to exist, Independent Contractor shall not perform any services for such third party, unless and until the conflict is resolved.
- b. Independent Contractor shall use Independent Contractor's own letterhead and business cards, and not those of LingoDocs, LLC, when providing service to its clients outside of this Agreement. Independent Contractor shall use Independent Contractor's own letterhead for engagement letters and all other correspondence on matters not associated with the Services.
- c. Independent Contractor shall not utilize any LingoDocs, LLC personnel or resources on any matters for a client outside of this Agreement. Should Independent Contractor desire to utilize the services of such personnel or resources on any such matter, Independent Contractor must first obtain prior written approval from the Managing Member of LingoDocs, LLC.
- d. Independent Contractor shall bill any client not associated with this Agreement using Independent Contractor's own letterhead or billing form.
- e. Independent Contractor shall not discuss with his other clients the Services being performed pursuant to this Agreement; likewise Independent Contractor shall not discuss with any LingoDocs, LLC personnel issues pertaining to Independent Contractor's work for his other clients.

13. Confidential Information.

In order to assist Independent Contractor in the performance of the Services, LingoDocs, LLC may supply Independent Contractor, from time to time, with information concerning LingoDocs, LLC and their respective customers and suppliers, hereinafter referred to as "Confidential Information." Independent Contractor shall hold confidential and not disclose to others, either directly or indirectly.

14. Non-Compete and Non-Solicitation.

Independent Contractor acknowledges and agrees that, as an employee and representative of LingoDocs, LLC, Independent Contractor will be given access to specialized training, pricing and third party information as well as Confidential Information as reasonably

necessary for the performance of the Independent Contractor's job duties as a re-seller. Independent Contractor acknowledges and agrees that this creates a special relationship of trust and confidence between LingoDocs, LLC, Independent Contractor and LingoDocs, LLC's current and prospective clients and customers. Independent Contractor further acknowledges and agrees that there is high risk and opportunity for any person given access to such responsibility, specialized training, and Confidential Information to misappropriate the relationship and goodwill existing between LingoDocs, LLC and LingoDocs, LLC's current and prospective clients and customers. Independent Contractor therefore acknowledges and agrees that it is fair and reasonable for LingoDocs, LLC to take steps to protect itself from the risk of such misappropriation. Consequently, Independent Contractor agrees to the following restrictive covenants:

- a. Client Non-Solicitation. During the Employment Period, Independent Contractor shall not directly or indirectly divert away or attempt to divert away any business from LingoDocs, LLC to another company, business, or individual. During the Non-Interference Period (as defined in definitions), Independent Contractor shall not directly or indirectly Solicit, divert away or attempt to divert away from LingoDocs, LLC any business of any client (as defined in definitions).
- b. Employee Non-Solicitation. During the Non-Interference Period, Independent Contractor shall not directly or indirectly, in any capacity: (i) solicit any employee, agent or representative of LingoDocs, LLC who was an employee, agent or representative of LingoDocs, LLC upon Independent Contractor's separation from Company, to terminate such person's relationship with LingoDocs, LLC or to become employed by any Person other than LingoDocs, LLC; (ii) approach any such employee, agent or representative of LingoDocs, LLC for any of the foregoing purposes; (iii) authorize, Solicit or assist in the taking of such actions by any third party; or (iv) hire or retain any such employee, agent or representative of LingoDocs, LLC.
- c. Non-Compete. During the Employment Period and the Non-Interference Period, absent LingoDocs, LLC express written permission, Independent Contractor shall not provide the same or substantially the same services that Independent Contractor provides to LingoDocs, LLC, in the Same or Similar Business (as defined in definitions) within the Market Area (as defined in definitions). This restriction includes working, directly or indirectly, as employee, employer, consultant, agent, principal, partner, corporate officer, director, holder of more than five percent of the stock, or in any other individual or representative capacity.
- d. Acknowledgment. Independent Contractor acknowledges that the compensation, specialized training, and Confidential Information provided to Independent Contractor pursuant to this Agreement gives rise to LingoDocs, LLC's interest in restraining Independent Contractor from competing with LingoDocs, LLC, that the foregoing restrictive covenants are designed to enforce such consideration and that any limitations as to time, geographic scope and scope of activity to be restrained as defined herein are reasonable and do not impose a greater restraint than is necessary to protect the goodwill or other business interest of LingoDocs, LLC.

15. Dispute Resolution.

If a dispute arises relating to this Agreement or the termination thereof, claims for breach of contract or breach of covenant of good faith and fair dealing, claims of discrimination or any

other claims under any federal, state, or local law or regulation now in existence or hereinafter enacted, and as amended from time to time (“Dispute”), the parties shall attempt in good faith to settle the Dispute through mediation conducted by a mediator to be mutually selected by the parties. The parties shall share the costs of the mediator equally. Each party shall cooperate fully and fairly with the mediator, and shall reach a mutually satisfactory compromise of the Dispute. If the Dispute is not resolved within thirty (30) days after it is referred to the mediator, it shall be resolved through final and binding arbitration.

16. Termination.

- a. LingoDocs, LLC may terminate this Agreement with immediate effect, at its convenience, with or without any prior breach by Independent Contractor, and without any liability other than to pay amounts due, by providing Independent Contractor with written notice of termination.
- b. Either party may terminate this Agreement upon fourteen (14) days written notice to the other in the event the other party breaches a material term of this Agreement and, where such breach is susceptible of being cured, fails to cure such breach within the fourteen (14) day notice period.

17. Assignment of the Agreement; Delegation of Responsibilities; Successors and Assignees.

Independent Contractor shall not assign any of his rights under this Agreement or delegate any of his/her responsibilities without the prior written consent of LingoDocs, LLC, which may be exercised in its sole discretion. This Agreement binds and benefits the heirs, successors and assignees of the parties to this Agreement.

18. Notices.

All notices, requests and demands to or upon a party hereto, to be effective, shall be in writing and shall be sent: (i) certified or registered mail, return receipt requested; (ii) by personal delivery against receipt; (iii) by overnight courier; or (iv) by facsimile and, unless otherwise expressly provided herein, shall be deemed to have been validly served, given, delivered and received: (a) on the date indicated on the receipt, when delivered by personal delivery against receipt or by certified or registered mail; (b) one business day after deposit with an overnight courier; or (c) in the case of facsimile notice, when sent. Said notice shall be sent to:

LingoDocs, LLC
4018 L Street
Omaha, NE 678107
info@lingodocs.com

19. Entire Agreement and Modification.

This Agreement supersedes all prior agreements between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of this Agreement with respect to its subject matter. This Agreement may not be amended, except in writing signed by both parties.

20. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement and all of which, when taken together, shall be deemed to be one and the same agreement.

21. Severability.

If any court determines that any provision of this Agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this Agreement invalid or unenforceable, and such provision shall be modified, amended or limited only to the extent of necessary to render it valid and enforceable.

22. Waiver.

If one party waives any term or provision of this Agreement at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of his or her rights or remedies under this Agreement, the party retains the right to enforce that term or provision at a later time.

23. Attorney Fees.

If the services of an attorney are required by any party to secure the performance of this Agreement or otherwise upon the breach or default of another party this Agreement, or if any judicial remedy or arbitration is necessary to enforce or interpret any provision of this Agreement or the rights and duties of any person in relation thereto, the prevailing party will be entitled to attorneys' fees, costs and other expenses, in addition to any other relief to which such party may be entitled. Any award of damages following judicial remedy or arbitration as a result of the breach of this Agreement or any of its provisions will include an award of prejudgment interest from the date of the breach at the maximum amount of interest allowed by law.

24. Governing Law and Venue.

This Agreement will be governed by and construed in accordance with the laws of the State of Nebraska, without regard to any conflict of laws rule or principle which might refer the governance or construction of this Agreement to the laws of another jurisdiction. Any action in regard to this Agreement or arising out of or relating to its terms and conditions, shall have exclusive venue be instituted and litigated exclusively in Omaha, NE, to which venue the Parties consent.

Dated as of the date first set out above by and between the undersigned:

Company

Independent Contractor

By: _____
Armando Salgado - Owner

Date: _____

