

INTERPRETING SERVICES AGREEMENT (Amended and Restated as of January 1, 2022)

This Interpreter Services Agreement (“Agreement”) is executed effective as of January 1, 2022 between Sierra Interpreting, Inc., a California corporation (“Sierra”), and _____ (“Interpreter”), who agree as follows:

1. Engagement.

1.1. Sierra hereby engages Interpreter (and memorializes the past business relationship between Sierra and Interpreter, if any, regarding Services (as defined below) previously provided), and Interpreter accepts the engagement, as an independent contractor to provide interpreting services (the “Services”), as requested by Sierra’s clients, from time-to-time.

1.2. Sierra’s clients establish the terms and conditions upon which they wish to engage Interpreter. On behalf of its clients seeking Services, Sierra provides potential interpreter engagements to Interpreter. Interpreter may set its own hourly rate for services rendered, subject to the desire of Sierra’s clients to pay such rate.

1.3 Interpreter will conduct its business at its sole cost and expense, using Interpreter’s own equipment, if required, and in a manner, Interpreter deems appropriate using Interpreter’s sole judgement and discretion.

1.4. Interpreter will determine the methods, details, and means of performing Services and without any direct control by Sierra; provided, however, Interpreter will at all times operate in a professional manner and will not engage in any activity that may diminish Sierra’s reputation or goodwill with its customers or suppliers.

1.5. Interpreter will obtain and at all times maintain in full force and effect all necessary or desirable licenses, permits, insurance and other authorizations required by law and will fully observe and comply with all applicable laws, ordinances, rules and regulations.

1.6. Interpreter has no fixed schedule, is not required to work any minimum or maximum number of hours or days, and may accept or decline any and all available opportunities to provide Services.

1.7. Interpreter may provide interpreting services to the general public and all others, without the approval of Sierra.

2. Independent Contractor.

Interpreter is an independent contractor and not an employee, agent, representative, joint ventures, or partner of Sierra for any purpose. Interpreter is providing interpreter services based upon Interpreter’s own unique skills and talents, and must perform Services personally. Neither Sierra nor Interpreter will have any authority to bind the other in any aspect.

3. Term of Agreement.

The term of this Agreement (the "Term") will commence on the date first set forth above and may be terminated by either party upon written termination notice. Unless otherwise agreed by both parties in writing, this Agreement will govern the entire relationship between Interpreter and Sierra. Upon the termination of this Agreement, Interpreter will return to Sierra all property, notes, statements, lists and other information belonging to Sierra or concerning Sierra's clients, customers, interpreters, business affiliates or business.

4. Remuneration.

Interpreter's remuneration and scope of services are reflected on schedules which are executed by Sierra and Interpreter. Sierra will pay Interpreter for Services within thirty (30) days after Sierra receives Interpreter's invoice. Interpreter will pay all its own costs and expenses incurred in connection with performing Services, without any right or claim to reimbursement by Sierra. The interpreter is not entitled to any other compensation or benefits.

5. Representations and Warranties.

Interpreter represents and warrants to Sierra that (a) Interpreter holds all licenses, permits, insurance and authorization necessary or desirable to perform Services, (b) Interpreter has the expertise and experience necessary to enable Interpreter to perform Services, and (c) Interpreter has and will at all times maintain adequate health insurance and worker's compensation insurance that would cover all costs of any injury sustained while performing Services, and that such insurance providers will waive any subrogation rights and claims for reimbursement against Sierra. At Sierra's request, the Interpreter will provide Sierra copies of any of the items listed in Section 5.

6. Withholdings.

Consistent with Interpreter's independent contractor status, Sierra will not withhold or contribute any amount on behalf of Interpreter for social security taxes, unemployment insurance compensation, worker's compensation insurance, federal or state income tax withholding, or other payments required of an employer by any law or regulation. Interpreter has obtained and will obtain independent tax advice and will be responsible for Interpreter's own payments and contributions and the payments and contributions of its employees, to the extent applicable, for social security tax, federal and tax withholding or self-employment tax, unemployment compensation insurance, worker's compensation insurance, and all other taxes and payments required of Interpreter as an independent contractor.

7. Confidentiality and Interference.

7.1. Interpreter acknowledges Sierra has made (or may make) available to Interpreter certain third-party identities, contact information, preferences, proposals, contracts, information, business plans, marketing plans, strategic information and other confidential and/or proprietary information or trade secrets (collectively, the "Confidential Information"). Interpreter after the Term, except as is necessary to perform Services. Interpreter will not utilize any of the Confidential Information except for the betterment of Sierra and furtherance of Sierra's objectives. Upon termination of

Interpreter's services or this Agreement, Interpreter will return all Confidential Information, in every form and format, to Sierra.

7.2. To the maximum extent permissible by applicable law, during the Term of this Agreement and for one (1) year thereafter, Interpreter will not (a) induce or attempt to induce any employee, independent contractor or supplier of Sierra to terminate or diminish its, his or her relationship with Sierra, (b) not directly or indirectly, either alone or in concert with others, solicit, entice, or in any way attempt to divert or discourage Sierra's customers or potential customers from doing business with Sierra, or attempt to cause Sierra's customers or potential customers to do business with any competitor, potential competitor of Sierra's business or any other person or entity other than Sierra, or to reduce the amount of business Sierra's customers or potential customers do with Sierra.

7.3. Each of Sierra and Interpreter acknowledges (a) the unique nature of the provisions set forth in this Section, (b) Sierra will suffer irreparable harm if Interpreter breaches any of such provisions, and (c) that the monetary damages will be inadequate to compensate Sierra for such breach. If Interpreter breaches any of such provisions, then Sierra will be entitled to injunctive relief (in addition to any other remedies at law or equity) to enforce such provisions.

8. Governing Law.

This agreement is governed by and construed in accordance with the laws of the State of California, irrespective of California's choice-of-law principles.

9. Indemnification.

Interpreter will indemnify, defend and hold harmless Sierra and its shareholders, officers, directors, employees, representatives, independent contractors, clients and agents from and against any and all Claims (as defined below) and all costs, expenses and attorneys' fees incurred in the defense of any such Claims or any action or proceeding brought on any such Claims. "Claims" will mean all claims, demands, actions, causes of action, losses, liabilities, damages, costs, expenses, attorneys' fees and costs, relating to or arising from (a) any unauthorized or unlawful act, work or thing done, permitted or suffered by Interpreter or by any agent, employee, officer or independent contractor of Interpreter, (b) any breach or default in the performance of any obligation to be performed by Interpreter under this Agreement, (c) any breach of any representation or warranty of Interpreter set forth in this Agreement, or (d) any act or omission of Interpreter. If any action or proceeding is brought against Sierra by reason of any such Claims, then Interpreter, upon notice from Sierra, will defend such action or proceeding at Interpreter's sole cost by counsel satisfactory to Sierra.

10. Counterparts and Exhibits.

This Agreement may be executed in counterparts, each of which is deemed an original and all of which together constitute one document.

11. Attorney's Fees.

The prevailing party in any litigation, arbitration, insolvency or other proceeding ("Proceeding") relating to the enforcement or interpretation of this Agreement may recover from the other party all costs, expenses, and actual attorney's fees (including expert witness and other consultants' fees

and costs) relating to or arising out of (a) the Proceeding (whether or not the Proceeding proceeds to judgement), (b) any post-judgement or post-award proceeding including, without limitation, one to enforce or collect any judgement or award resulting from the Proceeding. All such judgements and awards will contain a specific provision for the recovery of all such subsequently incurred costs, expenses, and actual attorney's fees.

12. Modifications.

This Agreement may be modified only by a contract in writing executed by the party of this Agreement against whom enforcement of the modification is sought.

13. Prior Understandings.

This Agreement and all documents specifically to and executed in connection with this Agreement contain the entire and final agreement of the parties to this Agreement with respect to the subject matter of this Agreement, and supersede all negotiations, understandings, and agreements, with respect to such subject matter, which precede or accompany the execution of this Agreement.

14. Partial Invalidity.

Each provision of this Agreement is valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement (or the application of such provision to any person or circumstance) is or becomes invalid or unenforceable, the remainder of such provision and this Agreement, and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, are not affected by such invalidity or unenforceability unless such provision or the application of such provision is essential to this Agreement.

15. Successors-in-Interest and Assigns.

Interpreter may not voluntarily or by operation of law assign, delegate or otherwise transfer all or any part of its rights, duties or other interests in this Agreement without the prior written consent of Sierra, which consent may be withheld in Sierra's sole and absolute discretion. Any such transfer in violation of this paragraph is void. Subject to the foregoing and any other restrictions on transferability contained in this Agreement, this Agreement is binding upon and inures to the benefit of the successors-in-interest and assigns of each party to this Agreement.

16. Waiver.

Any waiver of a provision under this Agreement must be in writing. No such waiver constitutes a waiver of any other provision concerning the same or any other provision of this Agreement. No delay or omission by a party in the exercise of any of its rights or remedies constitutes a waiver of (or otherwise impairs) such a right or remedy. A consent to or approval of an act does not waive or render unnecessary consent to or approval of any other or subsequent act.

17. Drafting Ambiguities.

Each party to this Agreement has reviewed and revised this Agreement. The rule of construction that ambiguities are to be resolved against the drafting party or in favor of the party receiving a particular benefit under an agreement may not be employed in the interpretation of this Agreement or any amendment to this Agreement.

18. Further Assurances.

Each party to this Agreement will execute all instruments and documents and take all actions as may be reasonably required to effectuate this Agreement.

19. Arbitration. Except for injunctive relief, arbitration constitutes the sole and exclusive remedy for the settlement of any dispute or controversy concerning this Agreement or the rights of the parties hereunder, including whether such dispute or controversy is arbitrable. The arbitration proceeding will be conducted in San Diego County, California, before a single arbitrator under the Commercial Arbitration Rules of the American Arbitration Association in effect at the time a demand for arbitration is made. The decision of the arbitrator, including the determination of the amount of any damages suffered, will be exclusive, final, and binding on all parties, their heirs, executors, administrators, successors, and assigns, as applicable, and judgement thereon may be entered in any court of competent jurisdiction.

Sierra:

Sierra Interpreting, Inc., a California corporation

By: _____
Erika Sierra, President

Date: _____

Interpreter:

Signature of Interpreter

Date: _____

Printed Name of Interpreter