



Third-Party AGREEMENT

This Third-party Agreement ("Agreement") is made and effective this 18/12/2020,
(Date)

BETWEEN: Renata Garms Carreiro (the "Third-party"), an agency /
individual with its main address at:
Rua Andrada 377, Jardim Santana - Hortolândia - SP - Brazil
(Address)

AND: **Qtrans Language Solutions Global** (the "The Company"), a corporation
organized and existing under the laws of the United States of America, with its
head office located at:

4900 California Ave, Tower B 2nd floor, Suite 210B, Bakersfield, CA 93309

RECITALS

The Company is engaged in the business of providing Translation Services and maintains a branch office
at 4900 California Ave, Tower B 2nd floor, Suite 210B, Bakersfield, CA 93309.

- A. Third-party has been engaged and has had a great deal of experience in the above-designated business.
- B. Third-party is willing to participate with The Company for the purpose of providing professional services, and The Company is willing to assign the Third-party, on the terms, covenants, and conditions set forth in this Agreement as a work for hire basis.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, the parties agree as follows:

1. Duties to perform by Third-party

- A. The Company assigns the Third-party to provide translation services or other related services, and Third-party accepts and agrees to such assigning, subject to the general supervision and pursuant to the orders, advice, and direction of The Company.
- B. The Third-party is hereby assigned by Qtrans Language Solutions Global "The COMPANY" to render such services and to perform such tasks as may be assigned by Qtrans Language Solutions Global "The COMPANY". Qtrans Language Solutions Global "The COMPANY" may, in its sole discretion, increase, modify or reduce the assigned tasks, of the Third-party from time to time, and any such increase, reduction or modification shall not be deemed a termination of this Agreement according to agreed terms of each assigned task.



2. BEST EFFORTS OF THIRD-PARTY

Third-party agrees that [HE OR SHE] will at all times faithfully, industriously, and to the best of [HIS OR HER] ability, experience, and talents, perform all of the assigned tasks that may be required of and from [HIM OR HER] pursuant to the express and implicit terms of this Agreement, to the reasonable satisfaction of The Company.

3. TERM OF TASKS ASSIGNING

The term of this Agreement shall be a period of one year, commencing from signing date, and valid for a duration of one year, subject, however, to prior termination at The COMPANY sole discretion and this Agreement shall be considered renewed for regular periods of one year, provided neither party submits a notice of termination.

4. CLIENTS AND CLIENT RECORDS

Qtrans Language Solutions Global "COMPANY" shall have the authority to determine who will be accepted as clients of Qtrans Language Solutions Global "COMPANY", and the Third-party recognizes that such clients accepted are clients of Qtrans Language Solutions Global "COMPANY" and not the Third-party. All client records and files of any type concerning clients of Qtrans Language Solutions Global "COMPANY" shall belong to and remain the property of Qtrans Language Solutions Global "COMPANY", notwithstanding the subsequent termination of the employment which will remain for a period of 20 years and Third-party is not to breach the terms of this agreement or subsequently will be liable legally towards The COMPANY.

5. POLICIES AND PROCEDURES

Qtrans Language Solutions Global "COMPANY" shall have the authority to establish from time to time the policies and procedures to be followed by the Third-party in performing services for Qtrans Language Solutions Global "COMPANY". This may include, but is not necessarily limited to, tasks assigning policies, computer use policies, Internet access policies (if using Qtrans Language Solutions Global premises), email policies, and all other policies, procedures, directives, and mandates established by Qtrans Language Solutions Global "COMPANY", whether or not in written form or formally adopted. Third-party shall abide by the provisions of any contract entered into by Qtrans Language Solutions Global "COMPANY" under which the Third-party provides services. Third-party shall comply with the terms and conditions of any and all contracts entered by Qtrans Language Solutions Global "COMPANY".

6. RESTRICTIVE COVENANTS

The Third-party acknowledges that Qtrans Language Solutions Global "The COMPANY", through its agreement with the Third-party, has provided the Third-party with confidential information, business and professional contacts, training and experience, and the ability to service and otherwise have access to Qtrans Language Solutions Global "COMPANY"'s clients. The Third-party further acknowledges that such confidential information, business and professional contacts, training and experience, and the ability to service and otherwise have access to Qtrans Language Solutions Global "COMPANY"'s clients are the



result of this agreement by Qtrans Language Solutions Global "COMPANY". In consideration of the foregoing and of the benefits generally provided to the Third-party by Qtrans Language Solutions Global "COMPANY" pursuant to the terms of this Agreement and otherwise, the Third-party agrees to abide and be bound by the restrictions and prohibitions of this Article, which restrictions are intended by the parties to extend to any and all activities of the Third-party, as an independent contractor or otherwise.

7. COVENANTS INDEPENDENT

Each restrictive covenant on the part of the Third-party set forth in this Agreement shall be construed as a covenant independent of any other covenant or provisions of this Agreement or any other agreement which Qtrans Language Solutions Global "COMPANY" and the Third-party may have, fully performed and not executory, and the existence of any claim or cause of action by the Third-party against Qtrans Language Solutions Global "COMPANY" whether predicated upon another covenant or provision of this Agreement or otherwise, shall not constitute a defense to the enforcement by Qtrans Language Solutions Global "COMPANY" of any other covenant.

8. SURVIVAL OF COVENANTS

All restrictive covenants or obligations contained in this Agreement shall survive the termination of this Agreement.

9. OTHER EMPLOYMENT

Third-party shall provide performance, attention, knowledge, and skills solely to the business and interest of The Company regarding the assigned tasks and deadlines agreed for deliveries, and The Company shall be entitled to all of the benefits, profits, or other issues arising from or incident to all work, services, and advice of Third-party, and Third-party shall not, during the term of this Agreement, be interested directly or indirectly, in any manner, as partner, officer, director, shareholder, advisor, Third-party, or in any other capacity to engage in business with The Company's clients that they are aware that they are clients of Qtrans Language Solutions Global; provided, however if the Third-party can prove that they were in communication with this client prior to this agreement, such communications must be presented to Qtrans Language Solutions Global accordingly.

10. TRADE SECRETS

Third-party understands that in performance of [HIS/HER] job duties with the Company, Third-party will be exposed to the Company's trade secrets. "Trade secrets" means information or material that is commercially valuable to the Company and not generally known in the industry. This includes:

- A. Any and all versions of the Company's proprietary system (including source code and object code), hardware, firmware and documentation;
- B. Technical information concerning the Company's products and services, including product data and specifications, diagrams, flow charts, drawings, test results, know-how, processes, inventions, research projects and product development, whether it belongs to Qtrans Language Solutions Global or any of their clients;
- C. Information concerning the Company's business, including cost information, profits, sales information, accounting and unpublished financial information, business plans, markets and marketing methods, customer lists and customer information, purchasing techniques, supplier



- lists and supplier information and advertising strategies, other documents received from clients for the purpose of providing independent services;
- D. Information concerning the Company's Third-partys, including their salaries, strengths, weaknesses and skills (if any);
 - E. Information submitted by the Company's customers, suppliers, Third-parties, consultants or co-ventures with the Company for study, evaluation or use; and
 - F. Any other information not generally known to the public which, if misused or disclosed, could reasonably be expected to adversely affect the Company's business or its clients.

11. NONDISCLOSURE OF TRADE SECRETS

Third-party will keep the Company's trade secrets, whether or not prepared or developed by [HIM/HER], in the strictest confidence. Third-party will not use or disclose such secrets to others without the Company's written consent, except when necessary to perform [HIS/HER] job with maintaining same level of confidentiality agreements with their resources to be at all times communicated for the confidentiality terms that is set forth within this agreement. However, Third-party shall have no obligation to treat as confidential any information which:

- A. Was in [HIS/HER] possession or known to me, without an obligation to keep it confidential, before such information was disclosed to Third-party by the Company;
- B. Is or becomes public knowledge through a source other than Third-party and through no fault of Third-party; or
- C. Is or becomes lawfully available to Third-party from a source other than the Company.

12. RETURN OF MATERIALS

In the event of termination of this Agreement, for whatever reason, Third-party will promptly deliver to the Company all originals and copies of all documents, records, software programs, media and other materials containing any of the Company's trade secrets. Third-party will also return to the Company all equipment, files, software programs and other personal property belonging to the Company, and at The Company's request they may be deleting all client's information or documents that was obtained for the purpose of delivering services to The Company.

13. CONFIDENTIALITY OBLIGATION SURVIVES AGREEMENT

Third-party understand that [HIS/HER] obligation to maintain the confidentiality and security of the Company's or Client's trade secrets remains with Third-party even after termination of this agreement with the Company and continues for so long as such material remains a trade secret.

14. COMPUTER PROGRAMS ARE WORKS MADE FOR HIRE

Third-party understand that as part of [HIS/HER] duties Third-party may be asked to create, or contribute to the creation of, computer programs, documentation and other copyrightable works. Third-party agree



that any and all computer programs, documentation and other copyrightable materials that Third-party is asked to prepare or work on as part of [HIS/HER] agreement with the Company shall be "works made for hire" and that the Company or its Clients shall own all the copyright rights in such works. IF AND TO THE EXTENT ANY SUCH MATERIAL DOES NOT SATISFY THE LEGAL REQUIREMENTS TO CONSTITUTE A WORK MADE FOR HIRE, THIRD-PARTY HEREBY ASSIGN ALL [HIS/HER] COPYRIGHT RIGHTS IN THE WORK TO THE COMPANY.

15. TRADE SECRETS AFTER TERMINATION OF THIS AGREEMENT

All of the terms of Section Eight of this Agreement shall remain in full force and effect for the period of 20 years after the termination of Third-party's Agreement for any reason, and during such 20-year period, Third-party shall not make or permit the making of any public announcement or statement of any kind that discloses any information about The Company or its Clients nor their materials of information that the Third-party was accessible to during the duration of this agreement.

16. NONINTERFERENCE WITH COMPANY EMPLOYEES

While in Agreement by the Company and for 48 months afterwards, Third-party will not:

- A. Induce, or attempt to induce, any Company employee to quit the Company's employment,
- B. Recruit or hire away any Company employee, or
- C. Hire or engage any Company employee or former employee whose employment with the Company ended less than one year before the date of such hiring or engagement.

17. THIRD-PARTY'S INABILITY TO CONTRACT FOR THE COMPANY AND ADVERTISEMENT

In spite of anything contained in this Agreement to the contrary, Third-party shall not have the right to make any contracts or commitments for or on behalf of The Company without first obtaining the express written consent of The Company, Third-party MUST NOT deal with others as a representative of Qtrans language Solutions Global or use The Company logo in any communications or advertisement without prior written consent.

18. AGREEMENTS OUTSIDE OF CONTRACT

This Agreement contains the complete Agreement concerning the arrangement between the parties and shall, as of the effective date of this Agreement, supersede all other Agreements between the parties. The parties stipulate that neither of them has made any representation with respect to the subject matter of this Agreement or any representations including the execution and delivery of this Agreement except such representations as are specifically set forth in this Agreement, and each of the parties acknowledges that [HE OR SHE OR IT] has relied on its own judgment in entering into this Agreement. The parties further acknowledge that any payments or representations that may have been made by either of them to the other prior to the date of executing this Agreement are of no effect and that neither of them has relied on such payments or representations in connection with [HIS OR HER OR ITS] dealings with the other.

19. MODIFICATION OF AGREEMENT



Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

20. TERMINATION

- A. This Agreement may be terminated by either party on 30 days' written notice to the other.
- B. In the event of any violation by Third-party of any of the terms of this Agreement, The Company may terminate this Agreement without notice and with NO compensation to Third-party.
- C. In the event of termination, the Third-party warrant that no informal or formal claims, legal pursuits to be raised from their side for reimbursements related to future period of time that their contract was still to endure whether termination was performed by the Company or from the Third-party side and with no regard to reasons behind the termination.
- D. It is further agreed that any breach or evasion of any of the terms of this Agreement by Third-party will result in immediate and irreparable injury to the Company and will authorize recourse to injunction and or specific performance as well as to all other legal or equitable remedies to the Company entitled under this Agreement.

21. TERMINATION FOR NON-PERFORMANCE OR NEGLIGENCE

In spite of anything in this Agreement to the contrary, The Company has the option to terminate this Agreement in the event that Third-party shall, during the term of this Agreement, become permanently unable to perform the assigned tasks, or failing to deliver due to negligence. Such option shall be exercised by The Company giving notice to Third-party by electronic communications, addressed to [HIM OR HER] or at such other address as Third-party shall designate in writing of The Company's intention to terminate this Agreement on the last day of the month during which such notice is mailed. On the giving of such notice, this Agreement shall cease on the last day of the month in which the notice is so mailed, with the same force and effect as if such last day of the month were the date originally set forth in this Agreement as the termination date of this Agreement.

22. EFFECT OF PARTIAL INVALIDITY

The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

23. ASSIGNMENT

This Agreement may be assigned by the Company. Third-party may not assign or delegate [HIS/HER] duties under this Agreement without the Company's prior written approval.

24. ENFORCEMENT



Third-party agree that in the event of a breach or threatened breach of this Agreement, money damages would be an inadequate remedy and extremely difficult to measure. Third-party agree, therefore, that the Company shall be entitled to an injunction to restrain Third-party from such breach or threatened breach. Nothing in this Agreement shall be construed as preventing the Company from pursuing any remedy at law or in equity for any breach or threatened breach

25. ENTIRE AGREEMENT

This Agreement supersedes and replaces all former agreements or understandings, oral or written, between the Company and Third-party, except for prior confidentiality agreements Third-party has signed relating to information not covered by this Agreement.

Any future updates to the confidentiality or privacy terms of the Company shall be added as annexes to this Agreement and shall not contradict with any of the provisions mentioned, and in the event of any contradictions between updated agreements and this Agreement, this Agreement is the one to prevail.

26. CHOICE OF LAW

It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and under and pursuant to the Laws of The United States of America and that, in any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of The United States of America shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted.

27. NO WAIVER

The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

28. ATTORNEY FEES

In the event that any action is filed in relation to this Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney's fees.

29. PARAGRAPH HEADINGS

The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

30. INDEMNIFICATION

The Third-party hereby agrees to indemnify and hold Qtrans Language Solutions Global "COMPANY" and its officers, directors, shareholders and Third-party harmless from and against any loss, claim, damage or expense, and/or all costs of prosecution or defense of their rights hereunder, whether in judicial



proceedings, including appellate proceedings, or whether out of court, including without limiting the generality of the foregoing, attorneys' fees, and all costs and expenses of litigation, arising from or growing out of the Third-party's breach or threatened breach of any covenant contained herein.

31. Payment Policy

Each month work has to be included in only one invoice and to be submitted to Accounting Department through their email address accounting@qtrans.net between the 30th and the 1st on monthly basis.

Payment will be issued after sending the correct invoice from your side, within the aforementioned days to be included in the next payment cycle. our standard payment terms are 60 days unless agreed otherwise.

RECEIVING INVOICES WILL NOT BE INCLUDED WITHIN THE REGULAR PAYMENT CYCLE IF IT'S NOT RECEIVED BETWEEN THE 30TH AND THE 1ST AND IT WILL BE INCLUDED IN THE NEXT PAYMENT CYCLE AS A STANDARD

For example: If the invoice submitted in any other day starting from 2nd of each month or after it will be treated as the below example:

Invoice submitted 5th of Jan will be cleared 1st of April.

Any changes to the payment terms has to be communicated in writing ONLY and no verbal confirmations will be acknowledged by Qtrans Language Solutions.

32. ACKNOWLEDGMENT

Third-party has carefully read and considered all provisions of this Agreement and agrees that all of the restrictions set forth are fair and reasonably required to protect the Company's interests. Third-party acknowledges that [HE/SHE] has received a copy of this Agreement as signed by [HIM/HER].

Qtrans Language Solutions Global (The company) during the course of its assigned projects will be granting the third-party contractor access to The Company client's portals in order to carry out their services. The third-party contractor is to be bound to all confidentiality conditions set regarding the assigned projects with all its updates during the project timeframe with no deviation from the third-party contractor side.

IN WITNESS HEREOF, the parties have caused it to be executed on the date indicated above.

THIRD-PARTY

Authorized Signature

A handwritten signature in black ink, appearing to read 'Renata', written over a horizontal line.

Print Name and Title

Renata Garms Carreiro