

General Terms and Conditions for InterNation, Inc.

About this Agreement

These terms and conditions, and the clients Order for services to the extent confirmed in writing by InterNation, Inc. ("InterNation"), represent the entire agreement (the "Agreement") made by and between InterNation and the person or entity ordering services from InterNation (the "Client"). These terms and conditions may not be supplemented, modified or amended except by written agreement signed by both the Client and InterNation. Any terms and conditions of the Client's purchase order or other forms or communications additional to or varying from those of this Agreement shall not be binding on InterNation unless specifically agreed to in writing by InterNation.

Orders

All orders for services to be provided by InterNation ("Orders") must be placed in writing by the Client, and require confirmation in writing by InterNation. No Orders, offers or terms and conditions shall be binding on InterNation unless and until, and except to the extent they are confirmed in writing by InterNation and accepted by the Client. There shall be no binding contract and no obligation of any kind on InterNation until a written confirmation is produced by InterNation and this confirmation is signed by a duly authorized representative of the Client.

Intended Use of Work

Client shall clearly and specifically indicate the purpose and intended use of any work ordered from InterNation. Specifically, and without limitation, Client shall indicate whether any documents submitted to InterNation for translation will be used as or in bids and tenders, any legal actions, including but not limited to court documents, letters rogatory, depositions, etc., contracts of any nature, advertising, printing or publication. Client shall also make known to InterNation any certification requirements upon placing the work order and all other circumstances wherein the translation has a direct relation to life and death consequences, i.e. medical technology, service and operation manuals for machinery and industrial/agricultural equipment, tools, government security clearance, etc. It is understood and agreed that the translation to be produced by InterNation shall be suitable only for the specific use and purpose disclosed by the Client, and InterNation shall have no obligation to produce a translation suitable for any other use or for any other purpose or in any context not specifically disclosed and described by the Client. Client understands and acknowledges that no translation can be certified as accurate or suitable with respect to any use or purpose or in any context except that specifically described by the Client.

Contract Price; Estimates & Quotations

The amount of compensation to be paid by the Client to InterNation for the work to be performed pursuant to this Agreement (the "Contract Price") shall be that quoted for such work by InterNation in writing to the Client, after review of the actual documents, written work or other visual or audio material to be translated, and stated by InterNation in the confirmation of Order, subject to any changes which may be agreed by the parties in writing during the performance of the Contract due to changes in the scope or specifications of the work to be performed.

The Contract Price quoted generally shall be based upon InterNation's prevailing rate guide sheet in effect as of the date of the Agreement (the "Rate Guide Sheet"), subject to adjustments as may be determined necessary by InterNation taking into account the special circumstances, specifications, requirements and nature of the work to be performed. Rates for translation vary in accordance with inter alia the language combination, the degree of sophistication of the subject matter(s), legibility, special project conditions and deadlines. Rates for written translations may be based on the word count of the foreign language(s) or English and/or hourly rates or our published minimum fees depending on the nature and subject matter of the material, its layout, electronic preparation, legibility, client review procedures, proofreading and certification requirements prior to typesetting, publication or A/V post-production as is applicable.

Texts for translation or editing are classified from simple (no specialized terminology) to sophisticated (terminology from more than one discipline). Certain texts, such as advertising copy or slogans, necessitate special fee structures and higher minimum fees than simple texts as indicated on the Rate Guide Sheet. Special terms are available for large projects. Please inquire.

Editing, proofreading and consulting services are based on hourly rates. Interpreter rates are billed in whole hour increments, with 4 hour minimums. Simultaneous interpreters only for whole days, 2 interpreters per language. Voice-over talent and production monitors are billed in half hour increments.

If, as agreed to by InterNation, a discount rate has been granted to the Client, Client must make payment in full within 30 days from the date of the invoice issued by InterNation. If payment is not made within this time period, then the discounts shall become null and void, and Client shall pay InterNation the standard rate for the project.

InterNation shall receive payment directly from the Client for services rendered. Client shall not be permitted to delegate payment of the invoice issued by InterNation to any third parties which may have been directly or indirectly involved in the project. No payment by third parties for services rendered by InterNation to Client shall be accepted without InterNation's prior written agreement.

Oral estimates shall not be deemed binding until approved in writing by an authorized employee or agent of InterNation. "Sight unseen" materials are only quoted "in the range of". Such estimates shall not be binding and are offered only for the customer's convenience. Written quotations are valid for 60 days from the date of issue thereof. The Rate Guide Sheet, and all rates, are subject to change from time to time, without notice. All estimates are exclusive of shipping, long-distance phone calls made on the Client's behalf and taxes where applicable, as well as any other similar expenses, which shall be separately due and payable by the Client. (See "Reimbursable Expenses; Delivery and Shipping" below).

Reimbursable Expenses; Delivery and Shipping

In addition to the quoted Contract Price to be paid to InterNation as compensation for its work, the Client shall reimburse InterNation for its reasonable out-of-pocket expenses and disbursements ("Disbursements") incurred in connection with performance of the work for the Client, including without limitation, delivery and shipping costs for third party service providers such as courier services, Federal Express, UPS, US Postal Service, other express delivery services, and any insurance fees deemed necessary or appropriate by InterNation, as well as long-distance telephone or telefax charges incurred on the Client's behalf, taxes, and any other fees or expenses incurred to third party service providers in connection with the performance of the work. All such Disbursements shall be invoiced by InterNation to the Client at cost plus handling charges at InterNation's normal rates. InterNation shall incur no liability for lateness, negligence, direct or indirect damages due to delays or failure to deliver by third party service providers.

Credit References & Payment Terms

If deemed necessary by InterNation, all first-time clients shall submit verifiable credit references before InterNation will proceed with an Order. If adequate credit references cannot be provided, all work must be paid for in advance. InterNation may, at its discretion, require deposits or COD payment for certain projects. Unless otherwise agreed to in writing, all invoices rendered by InterNation shall be due and payable in full upon receipt by the Client. Unless otherwise specifically agreed in writing, under no circumstances will InterNation extend credit for more than a maximum of 30 days from the date of the invoice. Any invoice outstanding and unpaid for more than 30 days shall be considered delinquent, and interest shall accrue on all balances outstanding for more than 30 days at the lower of (i) 1.5% per month (18% per annum) or (ii) the highest rate allowed by law. In addition to interest accruing on outstanding balances, InterNation shall also invoice a late payment handling charge of \$25.00 to be billed with each reminder statement mailed to the Client in monthly intervals. Client agrees that any and all fees, costs, expenses, including without limitation reasonable attorney's fees and disbursements ("Collection Costs") incurred by InterNation in connection with collection attempts shall be paid by the Client. Any such Collection Costs shall be due and payable to InterNation upon Client's receipt of InterNation's invoice to Client therefore. If a commenced project is idle for more than 30 days for any reason other than force majeure, InterNation shall have the right to invoice and Client shall have the obligation to pay for all work completed up to that time.

Client Proofs, Client Approval and Revisions

Upon request or when appropriate, Clients have the opportunity to review work for approval before its final release or further processing. Proofs are understood to be work in progress that is not complete until client approval and any client-requested revisions have been communicated in writing. Proofs can be reproductions of translations, whether printed or in electronic form, graphics, galleys, audio or video tapes, etc.

Client agrees to promptly review InterNation's work upon receipt thereof and to notify InterNation within 30 days of any desired revisions. InterNation agrees to rectify true errors or omissions without charge during this 30 day period. Failure to raise an objection within this 30 day period shall be considered as approval of the work as delivered. InterNation may, at its discretion, incorporate stylistic changes

suggested by Client with or without charge. All changes suggested by the Client other than non-subjective errors or omissions may be subject to AA (as defined below) charges. If a Client waives their right to select, screen, audition or otherwise choose a voice talent for an A/V recording, then the Client thereby expressly authorizes InterNation to select and hire such voice talent, and InterNation shall under no circumstances be held responsible for any subsequent Client approval or disapproval for its selection. InterNation shall not be liable for any performance or lack of performance by voice talent cast from its Web site. InterNation shall not be responsible for alterations to InterNation's work made by any other person acting on behalf of the Client. InterNation reserves the right to update or revise previously completed work when client needs so require and ethical constraints so permit.

Author's Alterations (AAs)

AAs include, but are not limited to, any changes to any data, computer files, software requirements, texts, scripts, style specifications, time schedules, deadlines, audio or video elements and delivery media for same, specifications for rental of simultaneous interpretation equipment, etc. All author's alterations may incur additional charges to be determined in accordance with the Rate Guide Sheet and following consultation with the Client, as set forth in the paragraph of this Agreement labeled "About This Agreement."

Employees & Subcontractors; Non-Circumvention of InterNation

Client agrees that Client shall not solicit or retain, either directly or indirectly, any employee, translator, interpreter, voice-over talent, production supervisor or other personnel contracted or supplied by InterNation (collectively referred to as "InterNation's Agents and Independent Contractors") to provide services for Client other than by submitting the desired work to InterNation. In the event of any breach of this provision by the Client, without limiting any other remedy which may be available to InterNation, Client shall owe to InterNation as a referral fee, 100% of any and all amounts paid by Client to any of InterNation's Agents and Independent Contractors with respect to any services performed for Client by any of InterNation's Agents and Independent Contractors, other than by or through InterNation, at any time within two years after the date of Client's most recent Order with InterNation.

Copyrights

Final release of copyrights for translations in printed or electronic form, any audio or video recordings, computer files or graphics, shall only be issued after payment in full of all outstanding balance of the Contract Price, fees and Disbursements due to InterNation, including interest and any possible Collection Costs. In the absence of any agreement to the contrary, InterNation reserves the right to retain file copies of all work submitted and executed.

Cancellation Policy

All cancellations of Orders by the Client require written notice to InterNation. Any cancellation of work already begun will incur a cancellation fee to be determined by the scope of work already performed, in the amount of that portion of the total Contract Price allocable to the work already performed (but in no event less than the minimum fee published in InterNation's Rate Guide Sheet for the work contracted), plus all costs and Disbursements, of any kind, incurred in connection with the Order or the performance of work thereunder. For translations and transcriptions, this may include billing for work performed up to the time of cancellation, additional administrative or research time, rush fees, and project-specific expenses, including but not limited to the booking of audio or video recording and editing studios, casting services, talent bookings, travel expenses, simultaneous interpreting equipment, glossary development and other expenses.

Without exception, Orders for consecutive interpreters, voice-over talent, production directors or foreign language monitors and any associated or necessary audio or video recording facility shall be subject to a cancellation notice period of at least 48 hours (not counting weekend hours) prior to the earliest time and date set for such work. In the event of such a cancellation, without giving the required notice, the cancellation fee shall not be less than 100% of the minimum fee for the service contracted as published in the Rate Guide Sheet, plus all costs, expenses and Disbursements incurred in connection with the Order. In the event of any cancellation, Client shall be responsible for and shall pay all expenses incurred in connection with the Order or as a consequence of such cancellation, including without limitation any and all Disbursements, additional fees, or additional charges incurred to any audio or video recording facility booked by InterNation for that specific project, whether as a consequence of such facility's cancellation or booking policies otherwise. All simultaneous conference interpreting assignments require prior confirmation and deposits and are subject to the special terms and conditions set forth in our Simultaneous Interpreting Agreement.

Limitation of Liability

In performing its services, InterNation endeavors to produce accurate, idiomatic translations and voice recordings of the highest quality. Notwithstanding the foregoing, given that the activity of translation, voice recording and audio engineering is as much an art as it is a science, Client understands and accepts that a translation may read differently from the original source language text upon which it is based due to the nature and constraints of different languages and that no liability can be assumed by InterNation as a result of any alleged lack of nuance or impact, in particular, and without limitation, as these may relate to expressiveness of a text or voice recording and its suitability for use by the Client in any contemplated activity.

InterNation makes no warranties of any kind, expressed or implied, including without limitation any warranties of merchantability, fitness for a particular purpose, or otherwise, except only for such written certification, if any, as InterNation may deliver to Client at the time of delivery of the work. InterNation shall be under no obligation to give any such certification unless, and except only to the extent, as specifically agreed in the written confirmation of Order delivered by InterNation to the Client.

Client shall indicate the purpose for which the work supplied by InterNation will be used. If the client uses such work for purposes other than it was intended and indicated, and the work commissioned was not approved by InterNation in writing for this new and redefined use, then Client shall indemnify and hold InterNation harmless from and against any claims, losses, causes of action or damages of any kind, whether direct or indirect, incidental, or consequential, arising or alleged to arise from this work or such use of the work.

InterNation shall under no circumstances be liable for any losses, claims, causes of action, expenses, judgments, or damages of any nature or kind, including without limitation special, direct, indirect, incidental or consequential damages (collectively the "Claims"), exceeding the lesser of the Contract Price or the replacement value of the work performed by InterNation, whether such alleged Claims may be due to dispute, inadequate guidelines, faulty specifications, failure to respond to inquiries, negligence, scheduling, third party service provider failure, wars, riots, acts of God or nature, or any other cause.

Translations performed on a rush basis may preclude editing and proofreading that would otherwise be considered prudent. Under such circumstances, Client agrees to indemnify and hold InterNation harmless against the full amount of any and all Claims arising out of or in connection with such rush services.

All documents, computer files, audio and video tapes, graphics or other property submitted by the Client to InterNation shall be at the Client's risk, and Client indemnifies and holds InterNation harmless against any and all Claims arising out of or relating to any of the foregoing submitted to InterNation.

Client represents and warrants that all (i) Client owns or has obtained all necessary rights, title and interest, in and to the material to be translated or otherwise worked on by InterNation, including and without limitation all applicable copyrights, trademarks or service marks, or licenses thereunder, with respect to written materials or designs; the rights and titles for film and audio productions; and any necessary patent rights or licence thereunder with respect to technical materials, and that (ii) neither the translation, interpreting nor other service to be performed by InterNation with respect to such materials, or any copying in connection therewith, will infringe or otherwise violate the rights of any third parties. Client shall indemnify and hold InterNation harmless from and against (a) any Claims of any person or entity arising in connection with any challenge to Client's rights to, or use of, the materials, any allegation or infringement or violation of a third party's rights, or any other circumstances calling into question the accuracy and truth of Client's representations and warranties above, whether or not such challenge or allegations are ultimately successful in legal proceedings, and (b) any and all costs, expenses, attorney's fees and disbursements, losses and damages of any kind incurred by InterNation as a consequence of or in connection with such Claim, whether or not InterNation was named as a party to any action or proceeding in connection therewith.

For video and audio recordings, client indemnifies and holds InterNation harmless from and against any Claims arising as a consequence of or in connection with any misrepresentations by the Client or any other person concerning the intended or actual use of audio and/or video recordings with non-union talent that may be broadcast within the United States. For use of union talent, Client agrees to abide by all applicable rules and regulations of the Screen Actors' Guild (SAG) and/or the American Federation of

Television and Radio Actors (AFTRA) and indemnifies and holds InterNation harmless from and against any Claims arising out of any infringement or alleged infringement of such rules or regulations by the Client.

Client shall indemnify and hold InterNation harmless from and against any and all Claims arising in connection with any illegal or libelous matter translated, printed, recorded or otherwise processed by InterNation on behalf of the Client, and/or any infringement or alleged infringement or violation of third party rights, including without limitation with respect to any trademarks, service marks, copyrights, patents, designs, trade secrets, or materials or information alleged to be of a confidential or proprietary nature.

Confidentiality and Terminological Data

InterNation undertakes to take reasonable measures to protect the confidentiality of Client's proprietary information, including any materials such as trade secrets, financial information, information relating to business, products, patent applications, litigation, client lists, to the extent that such materials are designated by the Client as "Proprietary and Confidential." Nevertheless, it is understood and agreed that (i) in the course of its engagement by the Client, InterNation will be entitled to provide copies of any such Confidential or Proprietary materials to any and all of InterNation's employees, agents, independent contractors, or other third party service providers, to the extent required, in InterNation's judgment, to complete the work contracted for by the Client, and (ii) InterNation shall have no responsibility for information that becomes available to the general public through no act or negligence on the part of InterNation.

Under no circumstances shall Client's proprietary and confidential materials include, or be deemed to include, any terminological data or glossaries created or compiled by InterNation in the course of work

for the Client. Such materials remain the property of InterNation unless the Client agrees to and does pay fees to InterNation for the purchase thereof, in such amount as may be quoted by InterNation. InterNation reserves the right to use such materials not purchased by Client in any manner, including without limitation the performance of services for third parties and sale of such terminology to publishers.

Governing Law; Arbitration

This agreement shall be construed under the laws of the State of New York. Any dispute arising under this Agreement shall be heard and adjudicated at the sole election of InterNation, either (i) by arbitration under the rules of the American Arbitration Association, or (ii) by legal proceedings in the state or federal court located in New York City, New York, in which event both parties hereto consent and submit themselves to the jurisdiction of such courts, or (iii) as otherwise agreed in writing by both parties. InterNation shall exercise its election hereunder by giving written notice thereof to the Client. In the event InterNation elects to submit any dispute hereunder to arbitration, all arbitration proceedings shall be conducted in New York City, New York, in the English language, and the decision of the arbitration panel shall be final and binding.

Notices

All notices or communications required or permitted to be given hereunder shall be in writing and shall be effective when transmitted, with machine generated transmittal confirmation, if sent by fax to the Client at its address or fax number in its Order or other correspondence, to InterNation, or to InterNation at its address or fax number shown on its confirmation of Order to the Client.

New York, NY January 2010