

Author Agreement No. 054/18NB

Riga, 12.08.2018

Baltic Translations Ltd. registered with the unified registration number 40103457302 with the legal address: A. Deglava iela 61/1 – Riga, LV-1035 (hereinafter – the Client) is represented by the Chairman of Board Inga Kausa, who acts in accordance with the articles of association.

and

Maravilla Pizarro, the address of the declared place of residence Sao Paulo, SP, 01468-040, Brazil, , Brazil, , Registration no. or personal code: 4014721, (hereinafter – the Contractor), (the Client and the Contractor together hereinafter – the Parties and separately – the Party) sign this company contract (hereinafter – the Contract) on the following:

1. SUBJECT OF THE AGREEMENT

1.1. This agreement shall apply to **all translation, editing, interpreting, desktop publishing, or other language-related services** provided by the Contractor.

1.2. Before accepting any project offered by the Client, the Contractor agrees to carefully check the source document. If, in Contractor's professional judgment, the required delivery deadline is too tight, or the Contractor does not have the necessary knowledge to deliver a timely and accurate work that meets the professional standards of the translation service industry, the Contractor is obligated to decline the assignment.

1.3. If any problems occur that could impede the Contractor's ability to deliver the work by the agreed deadline, the Contractor is obligated to notify the Client about the nature of the problem immediately.

1.4. Translation assignment is considered accepted and binding to the Contractor after confirming the reception of the Purchase Order (PO), containing information about volume, deadline, and any additional details specified by the Client.

2. SERVICE REQUIREMENTS

2.1. Parties agree that the Contractor will perform services under this Agreement as an independent contractor and not as an employee of the Client. This means an income tax return filed by the Contractor will be consistent with the terms of this Agreement and will indicate that the money received pursuant to this Agreement is earned as an independent contractor. The Client will not withhold money for income taxes that the Contractor is required to pay on any fees or other amounts the Contractor earns under this Agreement, or make any payments or contributions in the Contractor's name for social security, retirement, unemployment or reemployment compensation, disability, or for any other programs having a similar purpose, except following situations:

2.1.1. if the Contractor's cooperation on the grounds of *Royalty Agreement* upon confirmed Deed of the project that must be confirmed by Contractor by email in the end of project;

2.1.2. if the Contractor's cooperation on the grounds of status *Self employed* or *Sole proprietorship* and has not registered the legal status in Latvia.

2.2. Client withholds income tax from a total sum of project mentioned in PO and pays it to Latvian Tax agency instead of Contractor unless Contractor sends Client confirmed form from Latvian Tax Agency that allows to pay Contractor whole sum. Clause 2.2 applies only to clauses 2.1.1. and 2.1.2.

2.3. The Contractor shall confirm to be competent to perform and will perform the Services in professional manner consistent with industry standards.

2.4. Time of delivery shall be of the essence of the Agreement, and if the services or any portion thereof are not delivered within the time specified in the Purchase Order, the Client shall without prejudice to the other Client's rights be entitled without redress by the Contractor to cancel the whole part of the assignment. In the event of such cancellation the Client shall be entitled to recover from the Contractor any additional expenditure incurred by the Client in obtaining other services in replacement of those in respect of which the assignment has been cancelled.

2.5. Parties agree that Client may carry out quality assurance checks on all services provided by the Contractor. If any inconsistencies are discovered, the Contractor shall rectify them no later than by the Client-established deadline (the "Correction Work"). The Contractor shall not be entitled to the payment for any Correction Work performed. If the Contractor is unable to perform the Correction Work, then this task shall be assigned with another service provider, but the charge shall be deducted from the Contractor's invoice.

Chairman of Board Inga Kausa

Maravilla Pizarro

Maravilla Pizarro

2.6. During any project, the Contractor may have questions about the context of documents provided. Client agrees to provide clarification to the best of its ability to resolve any ambiguities. The Contractor is not allowed to communicate directly with end customers of the Client without prior written consent.

3. OWNERSHIP

3.1. All documents, data, records, drawings, models, sketches, designs, lists and other physical properties furnished to the Contractor by the Client and all work products, records, data, correspondence, and/or other materials specially ordered and commissioned by the Client and developed by the Contractor while retained by the Client shall be the sole and exclusive property of the Client and its customers. The Contractor shall have no tangible or intangible rights to the work product, including but not limited to any copyright ownership or other intellectual property rights.

4. CONFIDENTIALITY

4.1. While providing services to the Client and thereafter, the Contractor shall not disclose to any person whatsoever, other than individuals specifically authorized by the Client, any "Confidential Information". Confidential Information means all information that derives independent economic value, actual or potential, from not being generally known to, or readily ascertainable through proper means by, persons who can derive economic value from its disclosure or use or who can assist others to derive such benefit, including but not limited to customer lists, business plans, technical data, product ideas, contracts and financial information, trade secrets, computer programs, and written or verbal instructions or comments.

4.2. The Contractor shall use all of the Confidential Information solely for the purposes expressly intended and agrees to promptly return back all Confidential Information to the Client after termination of this Agreement.

4.3. The Contractor shall not without the Client's prior consent in writing disclose the existence of the Order in any publicity release, advertisement or public announcement.

4.4. Translation memories, style guides, glossaries and similar translation assets the Contractor is requested to use by the Client are considered as proprietary information and are not to be updated, shared or distributed to any locations outside of the Contractor's company. If the Contractor subcontracts third party or external resource, the Contractor will ensure that the third party or external resource understands and expressly agrees to the confidential obligation and the use of said asset is specific to the Client's business.

4.5. If any clause of paragraph No. 4 (Confidentiality) is violated, the Contractor shall be required to pay a penalty immediately on demand in the amount of € 2000.00 for each such violation, notwithstanding the right to demand full compensation in the place of the penalty.

NON-SOLICITATION AND INDEMNIFICATION

5.1. While this Agreement is in effect, and for the period of 2 (two) years after the Contractor last provides services to the Client, the Contractor will not, for whatever reason, without Client's written consent, act in competition with the Client by directly or indirectly soliciting or enticing away any business of any nature from the Client.

5.2. While this Agreement is in effect, and for the period of 2 (two) years after the Contractor last provides services to the Client, the Contractor shall not, whether intentionally or negligently, disrupt, damage, impair, or interfere with the business of the Client, whether by way of interfering with or disrupting Client's relationship with its employees, customers, representatives or other contractors.

5.3. While this Agreement is in effect, and for the period of 2 (two) years after the Contractor last provides services to the Client, the Contractor will not, without the written permission of the Client, act in competition with the Client by directly or indirectly offering employment to any person who, at any time during the term of this Agreement, was employed or otherwise engaged by the Client.

5.4. The Contractor shall, without prejudice to the Contractor's liability under any warranty or condition imposed by law, indemnify and save harmless the Client from and against all claims, losses, damages, liabilities and costs (including reasonable attorney's fees) arising from:

5.4.1. The Contractor's breach of this Agreement

5.4.2. Any claim of alleged infringement of any proprietary or intellectual property

5.4.3. The negligence or intentional misconduct of the Contractor, including negligent performance or the Services

5.4.4. Any claim alleging damages resulting from false or misleading information or other

misrepresentation in materials written, created or approved by the Contractor
5.4.5. Contractor payments, withholdings or contributions for income tax, social security, retirement, unemployment or reemployment compensation, disability, or any other programs having a similar purpose.

6. FINANCIAL CONDITIONS

- 6.1. The financial compensation for individual tasks must be agreed prior to accepting the project. Client will not pay for the services or any other costs incurred by the Contractor that have not been authorized in advance and stated on the Purchase Order.
6.2. All invoices should be addressed to the following company:

Baltic Translations Ltd.
Legal Address: Augusta Deglava street 61/1-57, Riga, LV-1035, Latvia
VAT Reg. No. LV40103457302

- 6.3. The Contractor's Tax Payer's number is required (VAT/Tax Registry number, Social Security Number). This means that the Contractor must present any number that can help us to confirm its identity for the tax purposes.
6.4. The Contractor must provide following information in the invoice for Client to make payment: **Full name of Contractor, Tax Payer's number, IBAN account number, SWIFT/BIC code, Bank name, Bank address or PayPal account.**
6.5. Client will pay invoices that are correctly submitted (in accordance with the conditions described above) and authorships. The payment is done till next month 30th day for previous month fully finished jobs (PO or purchase order), with requirement that there are no unsolved issues about quality and there is no other agreement in writing to the contrary.
6.6. Discussing prices with any customer of the Client and any other involve resources and disclosing any of Contractor's fees charged to the Client to any existing or potential client is strictly forbidden. In the case of such events the Client is entitled to deduct up to 50% from the payment agreed in the PO.

7. TERM AND TERMINATION

- 7.1. This Agreement is entered into for an indefinite period of time.
7.2. Both Parties have the right to terminate this agreement in writing with a notice period of 30 (thirty) days. Termination shall not affect the validity of paragraphs 4 and 5 of this Agreement.
7.3. Each party represents that it has not entered in this Agreement in reliance on any prior statements, promises or representations made by the other party that have not been incorporated into this Agreement.
7.4. This Agreement, including any claim or counter arising under or in connection with it, and the legal relationships established by it, shall be governed by and constructed in accordance with the laws of the Republic of Latvia.
7.5. Any term, clause, word, condition, or provision of this Agreement is held to be invalid or unenforceable, the remainder of the term, clause, word, condition, or provision and the application thereof shall remain in full force and effect, and the invalid or unenforceable term, clause, word, condition, or provision shall be reformed to the extent possible in order to give its intended effect and/or meaning. In addition, such invalidity or unenforceability shall not affect or impair the validity or enforceability of the remaining provisions of this Agreement.

Client:
Baltic Translations Ltd.
Reg. no. 40103457302
VAT Reg. no. LV40103457302
Legal address: A. Deglava street 61/1 – 57, Riga, LV-1035, Latvia
Address for post: Brivibas street 85, Riga, LV-1001, Latvia
IBAN No.: LV69HABA0551031459658

Contractor:
Maravilla Pizarro
Registration no. or personal code: 4014721
the address of the declared place of residence Sao Paulo, SP, 01468-040, Brazil, , Brazil,
the address for post: Sao Paulo, SP, 01468-040, Brazil, , Brazil,
IBAN no. or paypal account:

Chairman of Board Inga Kausa

Maravilla Pizarro

Maravilla Pizarro

Bank name: Swedbank JSC
SWIFT/BIC code: HABALV22
Bank address: Balasta dambis 15, Riga, LV-1048, Latvia
Phone no.: +371 27767898
Email: invoice@baltictranslations.lv

Representative of the Client

Chairman of Board Inga Kausa

world.translation2@gmail.com
Bank name:
SWIFT/BIC code:
Bank address:
Phone no.: 9658639
Email: Maravilla.Pizarro12@hotmail.com

Contractor

Maravilla Pizarro

Maravilla Pizarro

**MARAVILLA PIZARRO
IS A FAKE TRANSLATOR**

Chairman of Board Inga Kausa

Maravilla Pizarro

Appendix No.1

To 12.08.2018 **Royalty Agreement No. 054/18NB** (hereinafter referred to as – Contract) on the ground of Royalty agreement

Standard template for Job Acceptance:

In Riga, 12.08.2018

Job Acceptance Deed

SIA "Baltic Translations", common reference number 40103457302, Riga, A. Deglava iela 61/1 – 57, LV-1035, (hereinafter referred to as – Client), on its behalf represented by the Chairman of Board Inga Kausa (who acts in accordance with the articles of association, and

Maravilla Pizarro, personal identity number: 4014721, declared place of residence: Sao Paulo, SP, 01468-040, Brazil, , Brazil, (hereinafter referred to as – Contractor),

Client and Contractor (hereinafter collectively referred to as – Parties, and each separately – Party)

– Parties – conclude Service Acceptance Deed (hereinafter referred to as – Deed):

1. Parties confirm that the Client has ordered and the Contractor has executed the following task:

| PO code | Currency | Sum, EUR |
|---------|----------|----------|
| | | |
| | | |
| | | |
| Total | | |

2. Parties agree that confirmation of Deed may happen in two ways:

- a) By both Parties signing it or
- b) Electronic via e-mail indicating the word "CONFIRMED"

3. Contractor with own signature, electronic (via e-mail) confirmation verifies that Services are executed completely and all necessary documents have been submitted.

4. Terms used in the Deed correspond to the terms used in the Contract.

5. The Deed enters into force on mutual signing.

6. The Deed form is not entirely with Contractor.

7. Parties agree that Deed may be confirmed electronically (via e-mail), in this case electronic confirmation of Parties (for example, e-mail printout) is added to the Deed).

8. The Deed is made in two copies, one copy for each Party.

Client:

Contractor:

/Inga Kausa/
Chairman of Board

/Maravilla Pizarro/
Translator

Chairman of Board Inga Kausa

Maravilla Pizarro

