

## INDEPENDENT CONTRACTOR AGREEMENT

Between **Escort 4 China, Inc.** (hereinafter referred to as “**E4C**”), located at: Xi'an, Shaanxi, China, 710054

And **the Interpreter/Translator/Tour guide**  
(hereinafter referred to as “**the Contractor**”) (the Business Name, Print!)

Whereas, **the Contractor** is customarily engaged in the independently established profession of providing interpreting services/tour services and

Whereas, **the Contractor** desires to be placed on the **E4C** referral list and to be referred to **E4C** customers and clients desiring the services of a qualified interpreter,

Therefore, in consideration of these presents and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, **E4C** and **the Contractor** agree to the following:

### TERM AND TERMINATION

[1.1.] The term of this contract shall start on \_\_\_\_\_, 20\_\_\_\_. This Agreement will be for the term of one year, commencing on the date of execution and, unless earlier terminated pursuant to [1.2.] below and shall automatically renew for successive similar terms on the anniversary thereof.

[1.2.] Either party may terminate this contract without cause upon fourteen (14) days prior written notice to the other party. **E4C** may terminate this contract for cause by giving **the Contractor** written or oral notice of such termination, effective immediately. **E4C** may terminate this Agreement at any time for cause or based on **the Contractor's** failure to provide services hereunder in accordance with **E4C's** standards, noncompliance or disobedience and failure or refusal to secure the business licenses, passports, certification and/or insurance required by this Agreement.

### SERVICES, RESPONSIBILITIES AND DUTIES

[2.1.] **E4C** provides **the Contractor** with marketing, scheduling of interpreter work, coordinating with clients, billing and collecting of fees on **the Contractor's** behalf, as well as promoting the image of **the Contractor** in oversea markets. **E4C** does not guarantee a level of utilization to any Contractor. Utilization for services will be dictated by such factors as cost, service demand, location, interpreter suitability, compliance and availability for the offered by requesters assignments.

[2.2.] *the Contractor* is under no obligation to accept any assignment offered by E4C, and E4C is under no obligation to offer any specific assignments or minimum/maximum number of assignments to *the Contractor*. *The Contractor* is not required to work with *E4C* exclusively.

[2.3.] *the Contractor* will act as an independent contractor and not as an employee of *E4C* in the performance of his/her duties under this Agreement. *E4C* shall have no responsibility to withhold income tax or social security tax, or pay workers' compensation, insurance premiums, unemployment compensation, or provide any other benefits to *the Contractor*. Specifically, at any time *E4C* shall have no responsibility to provide any aid to *the Contractor*'s social care insurance including but not limited to: Pension Insurance, Occupational Injury Insurance, Health Care Insurance, Unemployment Insurance, Maternity Insurance and Public Housing Funds.

[2.4.] Licenses and Certification. *The Contractor* will secure all necessary licenses (Passport, Tour Guide Permit, Visa, Driver's licenses and etc.) that may be necessary at his/her sole expense prior to undertaking any work on *E4C*'s behalf. *The Contractor* further agrees to pursue any courses required to obtain or maintain certification in the area of services and will not look to *E4C* for reimbursement therefore.

[2.5.] Personal Information. *The Contractor* understands and agrees that his or her personal information such as Resident Identification Number and Passport ID number is very much needed to ensure the completion of a case from time to time. *The Contractor* is willing to provide such information without delay when requested. *The Contractor* acknowledges that the model ID of *the Contractor* issued from *E4C* is his or her private identification number and by no means would *the Contractor* reveal the model ID and other information to any third party. *The Contractor* is well aware of the risks of leaking his or her personal information to any third party and would bear full responsibility for the possible damage caused by his or her improper release of such information. *E4C* acknowledges and agrees that all the information mentioned in [2.4.] is personal and highly confidential. *E4C* will not, directly or indirectly, divulge or disclose any information to any person, firm, association or company for any reason whatsoever.

[2.6.] Nothing implied or inferred within the contract, the materials on [www.escort4china.com](http://www.escort4china.com) (hereinafter referred to as "*the site*") or through any form of correspondence or telephone conversation between clients, *the contractor* and *E4C* is to be taken as an inducement for payment for anything other than time and PLATONIC companionship with *the contractor*. The published rates on *the site* for *the contractor* are for his/her non-sexual companionship or service for a set period of time. Anything else that occurs between the client(s) and *the contractor* is based on the strict understanding that it will be a matter of coincidence and choice between consenting adults. *Escort 4 China* thereby takes no legal liabilities for things mentioned above. Neither the *E4C* staffs, website operators, nor sponsors of *E4C* nor anyone else

connected to **E4C** can take any responsibility for the results or consequences of any attempt to use or adopt any of the information or disinformation presented on **the site** and of dates or meetings arranged by **E4C**. In no way, shape or form does **E4C** consent to or have knowledge of any illegal activity. **The contractor** shall refuse to get involved with any illegal activity during the term of service and the term of contract.

[2.7.] Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of **the Contractor**, its principals and employees were a substantial inducement for **E4C** to enter into this Agreement. Therefore, **the Contractor** shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of **E4C**. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of **E4C**. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release **the Contractor** or any surety of **Contractor** of any liability hereunder without the express consent of **E4C**.

**BILLINGS**

[3.1.] Retention of Funds.

**The Contractor** hereby authorizes **E4C** to deduct from any amount payable to **Contractor** (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate **E4C** for any losses, costs, liabilities, or damages suffered by **E4C**, and (ii) all amounts for which **E4C** may be liable to third parties, by reason of **Contractor's** acts or omissions in performing or failing to perform **Contractor's** obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by **the Contractor**, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, **E4C** may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of **E4C** to exercise such right to deduct or to withhold shall not, however, affect the obligations of **the Contractor** to insure, indemnify, and protect **E4C** as elsewhere provided herein.

[3.2.] Damages. **The Contractor** agrees that any breach of this agreement by him/her will cause irreparable damage to **E4C** and that in the event of such breach **E4C** shall have, in addition to any and all remedies of law, the right to and injunction, specific performance, or other equitable relief, to prevent the violation of its obligations. To comply with the interpreting service requesters' requirements, **E4C** may make appropriate deductions from the amounts collected on the **Contractor's** behalf for non-billable assignments caused by an interpreter's no-show, tardiness, late cancellation, failure to confirm the appointment with the assigned client, late submitting or incomplete paperwork for billing, and late reporting of the client/provider no shows.

Reoccurrence of such violations might result in a contract review or the **E4C** service fees' increase.

[3.3.] Compensation. **E4C** shall pass to **the Contractor** the requesters' fees set forth in each project assignment for services rendered pursuant to the Agreement. Mileage, parking, ferries and other travel reimbursements, clients' no-shows, double-bookings and late cancellations might be paid if all of the billing regulations and requesters' requirements are met and such payments are included in the current contracts with requesters. Otherwise they should be considered as **Contractor's** business expenses. All of the rates and fees must be agreed prior to the assignments.

[3.4.] Billing Method. It is understood that it's **the Contractor's** responsibility to maintain the account validity of Wechat or Zhifubao (or any other paypal accounts and bank accounts) to receive the payment and **the Contractor** should bear full responsibility for any delays and losses of the transaction due to the malfunction of the accounts.

#### APPEARANCE RELEASE

[4.1.] **The Contractor** hereby authorizes **E4C** and all of **E4C's** representatives, assigns, licensees, agents, and employees to record, copy, duplicate, and/or videotape his or her likeness, image, voice, sound, and performance for any and all purposes, commercial or noncommercial.

[4.2.] **The Contractor** hereby authorizes **E4C** and its agents to reproduce, edit, sell, display, produce, advertise, and promote all material bearing the Contractor's appearance, voice, or likeness. **The Contractor** hereby transfers all rights, holdings, and titles of his or her appearance to **E4C** and its agents.

[4.3.] Under no circumstances shall **E4C** present or release **the Contractor's** personally-identifiable information publicly without prior consent from **the Contractor**. **The Contractor's** personally-identifiable information may be accessible to the clients of **E4C** on a one on one basis.

#### OTHERS

[5.1.] Publicity; Use of Name. **The Contractor** may not use the name or any logo, trademark or other indicia of **E4C** without the prior written consent of an authorized representative of **E4C**.

[5.2.] Assignment. Neither **E4C** nor **the Contractor** will assign their respective rights and obligations under this Agreement.

[5.3.] Severability. In the event that any paragraph or provision of this Agreement is

held to be illegal, invalid or unenforceable by any court of competent jurisdiction, such holding will not affect the validity or enforceability of the remaining paragraphs or provisions. To the extent that any paragraph or provision is rendered unenforceable because it is overly broad, that paragraph or provision shall be limited to the extent required by applicable law and enforced as so limited.

[5.4.] Entire Agreement: This Contract sets forth the entire agreement between the parties here to and replaces or supersedes all prior and contemporaneous agreements, understandings and representations by and between the parties related to the same subject matter. This Agreement may be amended solely by a written agreement executed by an authorized representative of **E4C**.

[5.5.] Governing Law. This Agreement and the performance of services hereunder will be governed by the laws of China.

UNDERSIGNED

Escort 4 China, Inc.  
[admin@escort4china.com](mailto:admin@escort4china.com)

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(Signature of the Contractor)