



Florida Language Solutions Corp

Re: Prospective Interpreters

Dear prospective interpreter, Florida Language Solutions is proud to welcome you to our interpreters' network. Please find the enclosed contract and proper documentation. Please ensure that you have signed and completed all necessary paperwork before sending it back to us. At times, you will find convenient to provide transportation to clients you are already interpreting for. This occurs often in medical cases. You do not have to provide transportation or sign said agreement; however, if you wish, please contact us and request the transportation agreement, then you will sign and complete the proper transportation documents and send them back along with the interpretation package. We look forward to establish strong business relations with you.

Best regards,

Florida Language Solutions Corp.

Mailing Address:

P.O.Box 89398

Tampa, FL 33689-0406

Toll Free Phone: 1-800-403-1779

Toll Free Fax: 1-888-258-5031

Direct Phone: (813) 620-4273

www.gotofls.com

CONFIDENTIALITY AND NONSOLICITATION AGREEMENT

THIS CONFIDENTIALITY AND NONSOLICITATION AGREEMENT (this “Agreement”) is made and entered into as of the _____ day of _____, 200__, by and between FLORIDA LANGUAGE SOLUTIONS CORP, a Florida corporation (“FLORIDA LANGUAGE SOLUTIONS CORP”) and _____ (“Confidant”)

WHEREAS, Confidant provides translation/interpretation services for FLORIDA LANGUAGE SOLUTIONS CORP and its clients, and, in connection with Confidant’s services for FLORIDA LANGUAGE SOLUTIONS CORP and its clients, Confidant may be provided with information that is confidential and proprietary to FLORIDA LANGUAGE SOLUTIONS CORP and its clients;

NOW TEHREFORE, in consideration of the receipt of business from FLORIDA LANGUAGE SOLUTIONS CORP, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. **Confidential Information.** Confidant acknowledges that as a consequence of Confidant providing services to FLORIDA LANGUAGE SOLUTIONS CORP or its affiliates, Confidant may receive or may be given access to certain valuable business information, trade, secrets, or both, of FLORIDA LANGUAGE SOLUTIONS CORP and its affiliates and confidential information of FLORIDA LANGUAGE SOLUTIONS Corp.’s clients, including but not limited to, information regarding workers’ compensation claims, insurance carriers, clients’ personal information, products, processes, skills, patents, copyrights, procedures, documentation, plans, drawings, policies, marketing and pricing information, client and supplier lists, prospective clients, business methods, financial information and other information and know-how, and copies of reports, plans or other documents utilizing or containing such information, all relating to or useful to and the exclusive property of FLORIDA LANGUAGE SOLUTIONS CORP and its affiliates and/or their clients (collectively, the “Confidential Information”). Confidant agrees that he or she will not acquire, by implication or otherwise, any right in or title to or license in respect of any Confidential Information, all of which and anything containing Confidential Information shall be the sole property of FLORIDA LANGUAGE SOLUTIONS CORP and its affiliates or their clients.
2. **Nondisclosure of Confidential Information.** Confidant agrees that from the date of the Agreement and at all times thereafter, Confidant shall not in any manner, either directly or indirectly, (a) use any part of the Confidential Information in any manner for Confidant’s own account or to detriment of FLORIDA LANGUAGE SOLUTIONS CORP or any of its affiliates or clients or (b) distribute, reproduce or disclose to any individual or entity any of the Confidential Information without the prior written consent of FLORIDA LANGUAGE SOLUTIONS CORP, which may be withheld in FLORIDA LANGUAGE SOLUTIONS CORP’s sole discretion. Notwithstanding the foregoing, Confident may disclose Confidential Information as may be required by law or court process, provided that Confident gives FLORIDA LANGUAGE SOLUTIONS CORP reasonable prior notice to allow FLORIDA LANGUAGE SOLUTIONS CORP sufficient time to obtain a protective order to prevent disclosure of the Confidential Information or take other appropriate action and, if Confidant is nonetheless (in written opinion of Confidant’s counsel) legally compelled to disclose the Confidential Information, Confidant discloses only the minimum amount of Confidential Information that Confidant is compelled to disclose and uses his or her best efforts to preserve confidentiality of the Confidential Information.
3. **Return of Information.** Upon written request of FLORIDA LANGUAGE SOLUTIONS CORP and immediately upon any termination of Confidant’s engagement by FLORIDA LANGUAGE SOLUTIONS CORP or its affiliates, Confidant will promptly return to FLORIDA LANGUAGE SOLUTIONS CORP any

an all property of FLORIDA LANGUAGE SOLUTIONS CORP and/or any of FLORIDA LANGUAGE SOLUTIONS CORP's affiliates or clients and all documents, writings, samples, manuals and other materials containing Confidential Information (including, without limitation, any documents prepared by Confidant which contain, reflect or are based upon, in whole or in part, any of the Confidential Information), and any and all copies, compilations or analyses thereof.

4. **Nonsolicitation and Nonacceptance.** While Confidant is engaged to provide services to FLORIDA LANGUAGE SOLUTIONS CORP or any of its affiliates and for a period of two (2) years after termination of Confidant's engagement by FLORIDA LANGUAGE SOLUTIONS CORP or its affiliates for any reason (the "Restricted Period"), Confidant and each of Confidant's employees, agents and representatives (if any) shall not in any manner, directly or indirectly, as an individual on his or her own account, or as a partner, shareholder, investor, manager, owner, officer, director, employee, salesperson, agent, lender, guarantor, broker, independent contractor, consultant or otherwise, (a) interfere with the business of FLORIDA LANGUAGE SOLUTIONS CORP or its affiliates by hiring, soliciting, inducing attempting to solicit or induce, by combing or conspiring with, or attempting to do so, or in any other manner influence any individual or entity that was, at any time during the Restricted Period, a client, employee, independent contractor, officer, director, agent, consultant, representative, supplier, distributor, third party payor, referral source or business contact of FLORIDA LANGUAGE SOLUTIONS CORP or any of its affiliates to terminate or modify his, her or its position or relationship with FLORIDA LANGUAGE SOLUTIONS CORP or any of its affiliates or to divert a portion of his, her or its business from FLORIDA LANGUAGE SOLUTIONS CORP or of its affiliates, or (b) provide any translation/interpretation services to or accept ant translation/interpretation business from any individual or entity that was a client of FLORIDA LANGUAGE SOLUTIONS CORP or any of its affiliates at any time during the Restricted Period, other than services authorized by and provided on behalf of FLORIDA LANGUAGE SOLUTIONS CORP.
5. **Enforceability.** Confidant acknowledges, understands and agrees that (a) the restrictions on Confidant's activity as contained in the Agreement are vital to the success of FLORIDA LANGUAGE SOLUTIONS CORP; (b) the covenants that Confidant is providing are reasonable and necessary for the protection of FLORIDA LANGUAGE SOLUTIONS CORP's legitimate business interests, including, without limitation, its clients relationships; (c) the scope and length of the term of covenants contained in this Agreement are fair and reasonable and are not result of overreaching, duress or coercion of any kind; (d) Confidant's uninhibited and faithful observance of each of the covenants contained in this Agreement will not cause Confidant any undue hardship, financial or otherwise; and (e) damages at law would be an inadequate remedy for any breach or threatened breach of the provisions of this Agreement by Confidant. Therefore, in the event of a breach or threatened breach by Confidant of any provisions of this Agreement, FLORIDA LANGUAGE SOLUTIONS CORP shall be entitled, in addition to all other rights or remedies, to an injunction restraining such breach, without FLORIDA LANGUAGE SOLUTIONS CORP being required to show any actual damage. If, in any legal proceedings, a court shall refuse to enforce any of the covenants in this Agreement, then the duration and scope of such unenforceable covenants shall be deemed to be reduced to the greatest duration and scope that would be enforceable by such court.
6. **Severability.** If any provision of this Agreement is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far possible. If any provision of this Agreement may be construed in two or more ways, one of which would render the provision invalid or otherwise voidable or unenforceable and another of which would render the provision valid and enforceable, such provision shall have the meaning which renders it valid and enforceable.

7. **Miscellaneous Provisions.** (a) The provisions of this Agreement may not be amended, supplemented, waived or changed orally, but only by a writing signed by both parties to this Agreement. (b) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. (c) If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorney’s fees, sales and use taxes, court costs and all expenses, even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party may be entitled. Attorney’s fees shall include, without limitation, paralegal fees, administrative fees, administrative costs, sales and use taxes and all other charges billed by the attorney to the prevailing party. (d) This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Florida, without regard to principles of conflicts of laws. (e)The parties acknowledge that a substantial portion of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Hillsborough County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought in the courts of record of the State of Florida in Hillsborough County or the United States District Court, Southern District of Florida. Each party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court. Service of any court paper may be effected on such party by mail or in such other manner as may be provided under applicable laws, rules or procedure or local rules. (f) All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and the respective heirs, administrators, executors, representatives, successors and assigns. (g) This Agreement represents the entire understanding and agreement between the parties with the respect to the subject matter of this Agreement, and supersedes all other negotiations, understandings and representations (if any) made by and between the parties.

8. **Jury Waiver.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, THE PREFORMANCE OF THIS AGREEMENT, OR THE RELATIONSHIP CREATED BY THIS AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTIONS AND NOT A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT HE, SHE OR IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THIS AGREEMENT OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

9. **Advice of Counsel.** EACH PARTY ACKNOWLEDGES THAT HE, SHE OR ITS HAS BEEN ADVISED BY HIS, HER OR ITS OWN COUNSEL WITH RESPECT TO THIS AGREEMENT, AND SPECIFICALLY WITH RESPECT TO THE TERMS OF SECTION 8, WHICH CONCERN THE WAIVER OF EACH PARTY’S RIGHT TO TRIAL BY JURY.

The parties have executed this Agreement effective as of the date first set forth.

FLORIDA LANGUAGE SOLUTIONS CORP.

CONFIDANT

**Mailing Address:
P.O.Box 89398
Tampa, FL 33689-0406**

Print Name:

SSN:

**Toll Free Phone: 1-800-403-1779
Toll Free Fax: 1-888-258-5031
Direct Phone: (813) 620-4273**

Address:

Signature: _____

Translator Data Form

Translator

Name (first, middle initial, last): _____

Language (s): _____ **D.O.B:** _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Home Phone #: _____ **Cell Phone #:** _____

Fax #: _____ **Pager/Beeper #:** _____

E-mail Address: _____

Rates: (Interpretation) \$_____ / Hr (1.5 minimum) + \$_____ / Mile
(Transportation) Open to negotiation (\$_____ Minimum)

Please check below any of the certifications that apply to you. Please sign and return to Florida Language Solutions Corp. via fax at 888-258-5031 within 7 days in order receive work.

Check any of the following that apply:

Court Certification: _____ R.N.: _____

L.P.N.: _____

Adjuster: _____

Medical Case Manager: _____

A.T.A. Certification: _____

Area of Coverage **Interpretation** **Transportation**

Schedule (Days & Time Available)

IMPORTANT INFORMATION

In order to become an interpreter for Florida Language Solutions Corp. the following MUST be returned.
(Please mark)

- ____1. Clear copy of your driver license and social security card
- ____2. Copy of proof of insurance
- ____3. Copy of vehicles registration
- ____4. Interpreters' agreement (Contract)
- ____5. **Email** a passport size/type picture to floridalanguage@yahoo.com for your ID.
- ____6. Interpreters Data Form
- ____7. This Form.
- ____10. Form W-9 Request for TIN

*** You **must** be over 21 years of age***

*** You **must** be responsible and reliable; dress and conduct yourself professionally***

NOTE: You **must** have a cellular phone, fax or email, and reliable transportation

YOU MUST: Be on time, keep open communication: call with any questions, CALL IF YOU RUN INTO ANY PROBLEMS like: you are late, claimant/client does not show up 10 minutes after of the appointment time, there is another interpreter from other company at the facility, your service is rejected, the appointments is cancelled, or any other

*** You must wait 45 minutes at the facility to consider "No Show" any given assignment***

If you have any questions about the paperwork please feel free to contact us:

Florida Language Solutions Corp.

P. O. Box 89398

Tampa, FL 33689-0406

Toll Free Phone: 1-800-403-1779

Toll Free Fax: 1-888-258-5031

Direct Phone: (813) 620-4273

www.floridalanguagesolutions.com

Signature

Date