

SERVICES AGREEMENT BETWEEN CLIENT AND FREELANCER

The following agreement (hereinafter - the “**Services Agreement**” or the “**Agreement**”) describes the terms on which the Client agrees to purchase and Freelancer agrees to deliver the Freelancer Services.

This Services Agreement is effective as of May 10, 2013.

1. GENERAL PROVISIONS

- 1.1. In this Services Agreement the capitalized terms and expressions shall have the meanings defined in the General Terms of Service.
- 1.2. This Services Agreement between Client and Freelancer becomes effective upon Client’s award of Freelancer’s proposal for a Job or upon Client’s award of Freelancer’s completed Short Job on the Site. Additional terms and conditions of a Job and a Short Job posting, submission, acceptance of Freelancer’s proposal, completion of a Job and a Short Job and acceptance of their results are set forth in Site Usage Policy, Financial Terms and other Terms of Service.
- 1.3. This Services Agreement is an integral part of Terms of Service.
- 1.4. In case of conflict between the information, obligations, requirements, guidelines available on the Site and provisions of this User Agreement, with respect to mutual rights and obligations of the Client and the Freelancer the provisions of this Agreement shall prevail.

2. TERMS OF SERVICES AGREEMENT

- 2.1. Upon Freelancer’s submission of its proposal for a Job or of a result of completed Short Job on the Site and Client’s award of Freelancer’s proposal for a Job or of Freelancer’s completed Short Job on the Site, a Client agrees to purchase and a Freelancer agrees to deliver Freelancer Services under accepted proposal’s or completed Short Job’s price following the terms and conditions of this Agreement and Financial Terms. The Client acknowledges such acceptance by pressing the “*accept*” button available in reviewing pane of specific Job or Short Job. By accepting the proposal of the Freelancer for a Job or by accepting the result of the Short Job the Client signifies that he has read, understood and agrees with the proposal, as well as the terms of Services Agreement. For the avoidance of doubts, the parties of this Agreement confirm that Lingjob is not acting as representative of any party of this Agreement and shall not become a party to the Services Agreement, concluded between a Client and a Freelancer.
- 2.2. Except expressly provided otherwise, the terms and conditions of the Services Agreement, User Agreement, Financial Terms and other Terms of Service are mandatory and may not be modified by the parties of the Services Agreement. A Freelancer and a Client shall have the right to modify by their agreement only the deadline and (or) the price of the agreed Job being performed by the Freelancer by making modifications in the Workroom where they are obliged to indicate a new agreed price and (or) deadline following the Site Usage Policy, Financial Terms and other guidelines available on the Site. Please note that any modifications shall not decrease the Fee, but may lead to its increase (please refer to Financial Terms for more details).
- 2.3. The parties to this Agreement (both the Client and the Freelancer) agree not to enter into any contractual provisions or Job terms in conflict with the indicated mandatory terms. Any provision of such agreement by the parties which conflicts with or modifies the mandatory terms shall be null and void while the other provisions of such agreement shall remain valid and binding.
- 2.4. Entering into the Services Agreement by the parties shall be that of an independent relationship for provision of Freelancer Services to a Client and shall not be construed as creating or implying any relationship of franchise, partnership, joint venture or employer-employee relationship between a Client and a Freelancer.

3. OBLIGATIONS, REPRESENTATIONS AND WARRANTIES OF THE PARTIES

- 3.1. The behavior of a Client and a Freelancer in fulfilling their obligations under the Services Agreements influences the reputation of Lingjob, therefore the parties of this Agreement assume an obligation to each other and towards Lingjob to comply with and properly execute the

concluded Services Agreement.

- 3.2. A Client is responsible for managing, inspecting, accepting and paying for Freelancer Services in accordance with the Services Agreement and other Terms of Service in a timely and professional manner.
- 3.3. A Freelancer agrees, during the term of this Services Agreement, not to enter into an agreement or accept an obligation that is inconsistent or incompatible with Freelancer's obligations under this Agreement. A Freelancer also warrants that there is no such agreement or obligation in effect as of the moment of the conclusion of this Agreement.

4. COMPLETION AND ACCEPTING OF JOBS AND SHORT JOBS

- 4.1. A Freelancer is responsible for the performance of Freelancer Services and delivery of the result following the Services Agreement and other Terms of Service in a timely and professional manner. The location, place, manner and means that Freelancer chooses to perform the Freelancer Services are in Freelancer's sole discretion and control, if not agreed otherwise with a Client and uploaded to the Workroom. A Freelancer agrees for performance of Freelancer Service to use its own equipment, tools and other materials (if necessary) at its own expense.
- 4.2. A Client is obliged to accept or reject the result of a Job provided by a Freelancer in the Workroom within 14 (fourteen) days from the day of receipt (submission) of the result of the Job.
- 4.3. If the result of completed Job is rejected, the Client is obliged to explain to the Freelancer reasons for such action in the Workroom. In case the Client does not provide respective explanations to the Freelancer, it shall be deemed that the Job was accepted. If the Freelancer does not agree with the reason for rejection of the result of completed Job, the dispute between the Client and the Freelancer shall be settled according to conditions set forth in this Services Agreement, Site Usage Policy and other Terms of Service.
- 4.4. Upon mutual agreement of the Freelancer and the Client, the Freelancer may correct the deficiencies of the result of the Job. In such case the Freelancer and the Client shall agree on another deadline for completion of the Job within 14 (fourteen) days from the initial deadline and specify a new deadline in the Workroom following guidelines on the Site.
- 4.5. If a Job had not been completed within the deadline agreed by the parties of the Services Agreement, it shall be deemed that the Job had not been completed.
- 4.6. If the result of completed Job is neither rejected, nor accepted within 14 (fourteen) days from the deadline for completion of the Job specified by the Client and agreed by parties of the Services Agreement, and if within 14 (fourteen) days from the deadline for the respective Job neither party of the Services Agreement informs Lingjob, as well as provides conclusive evidence (the evidence must be translated into English if the original language is any other than Lithuanian or English) to Lingjob, that there is a dispute between respective parties on discussed Job, it shall be deemed that the Job was accepted. The evidence for initiated and on-going dispute between parties must clearly indicate that the dispute is referred to the court or other institution which is competent to resolve the dispute between the parties. Lingjob shall have the right at its own discretion to decide on whether provided evidence is sufficient and (or) conclusive for purposes of execution of provisions of this Agreement and (or) other part of Terms of Services.
- 4.7. If the result of completed Job is rejected, the Client is strictly forbidden to use any results of a Job that were presented by the Freelancer to the Client in any way and for any purpose, except if the use of the result of a Job is objectively necessary to resolve a dispute between the Client and the Freelancer, i.e. the Client may use the result of a Job exceptionally for the purpose of dispute resolution between the Client and the Freelancer (e.g. provide them as evidence in the court, etc.).
- 4.8. A Freelancer hereby represents and warrants that:
 - (1) the result of a Job or Short Job will be an original work of Freelancer;

- (2) the result of a Job or Short Job will fully conform to the requirements of the Client and terms defined on the Site and in this Agreement;
- (3) neither the result of a Job or Short Job nor any element thereof will infringe or misappropriate the Intellectual Property Rights of any third party;
- (4) will disclose any Technology which the Freelancer proposes to use or incorporate in connection with the result of a Job or Short Job. If the Freelancer not discloses the Technology, Freelancer warrants that it will not use Technology or incorporate it into the result of a Job or Short Job, if not expressly agreed otherwise with a Client;
- (5) the result of a Job or Short Job nor any element thereof will be subject to any restrictions or encumbrances;
- (6) a Freelancer will not grant, directly or indirectly, any rights or interest whatsoever in the result of a Job or Short Job to any third party;
- (7) has full right to enter into and perform this Agreement without the consent of any third party;
- (8) will comply with all laws and regulations applicable to Freelancer's obligations under this Agreement.

5. SETTLEMENTS AND INVOICES

- 5.1. The parties of this Agreement agree and undertake to make all payments by a Client to a Freelancer as well as pay Fees to Lingjob using Settlement Services following terms and conditions of the Financial Terms.
- 5.2. The parties of this Agreement agree that Invoices shall be issued following terms and conditions of the Financial Terms.

6. INTELLECTUAL PROPERTY RIGHTS AND TECHNOLOGY

- 6.1. Upon a Freelancer's receipt of a payment for Freelancer's Services accepted by a Client, the Freelancer hereby automatically, unconditionally and irrevocably assigns to the Client all transferrable rights and interest worldwide in and to the result of a Job or Short Job, including without limitation all Intellectual Property Rights related to the result of a Job or Short Job. Except as set forth below, the Freelancer retains no rights to use such Intellectual Property Rights and agrees not to dispute the transfer or validity of Client's ownership in such Intellectual Property Rights. The Freelancer hereby waives any Intellectual Property Rights or subsequent rights under applicable law in and to the result of a Job or Short Job.
- 6.2. If a Freelancer has any right to the result of a Job or Short Job, including any Intellectual Property Right or Technology, that cannot be assigned to a Client, Freelancer hereby automatically upon receipt of the payment for Freelancer's Services accepted by the Client unconditionally and irrevocably grants to the Client during the term of such rights, an exclusive, even as to the Freelancer, irrevocable, perpetual, worldwide, fully paid and royalty-free license to such rights, with rights to sublicense, to reproduce, make derivative works of, distribute, publicly perform and publicly display in any form or medium, use, sell, import, offer for sale and exercise any and all such rights to the extent that they belong to the Freelancer.
- 6.3. If a Freelancer has any rights to the result of a Job or a Short Job, including any Intellectual Property Rights or Technology, which may not be transferred to the Client or which are not subject to issuance of a licence to a Client, that cannot be assigned or licensed, the Freelancer hereby automatically upon receipt of the payment for Freelancer's Services accepted by the Client unconditionally and irrevocably waives the enforcement of such rights, and all claims and causes of action of any kind against the Client or related to Client's customers, with respect to such rights, and agrees, at Client's request and expense, to consent to and join in any action to enforce such rights.
- 6.4. A Freelancer undertakes to assist a Client at Client's request and expense, both during and after the term of this Agreement, to obtain and enforce Intellectual Property Rights relating to the result

of a Job or Short Job in all countries.

7. CONFIDENTIAL INFORMATION

- 7.1. A Client and a Freelancer both agree that during the term of this Agreement and thereafter, except explicitly agreed otherwise or uploaded on the Site, neither the Client nor the Freelancer:
- (1) will not use or permit the use of Confidential Information in any manner or for any purpose not expressly set forth in this Agreement or uploaded on the Site;
 - (2) will not disclose, publish, or permit others to disclose or publish any Confidential Information to any third party without express written consent of the other party on a case-by-case basis.
- 7.2. Notwithstanding the foregoing, each party of this Agreement is free to use information that becomes publicly available through no fault of the party or was legally known before entering to this Agreement. Moreover, the Confidential Information may be disclosed, if required, under requirements and basis of applicable laws.

8. VALIDITY AND TERMINATION OF THE AGREEMENT

- 8.1. This Agreement shall become effective from the moment indicated in Clause 1.2 and shall be valid until its full execution or its termination following the terms of this Section.
- 8.2. This Agreement may be terminated by mutual agreement of the parties. In this case the party intended to terminate this Agreement shall send to the other party a notice according to guidelines on the Site, and if the other party agrees with such termination according to instructions on the Site, the Agreement shall be treated as properly terminated.
- 8.3. A Client shall have the right to unilaterally terminate this Services Agreement without indicating any reason by sending a notice to a Freelancer following guidelines on the Site. In this case the Client is obliged to pay to the Freelancer part of the agreed price in proportion to Freelancer Services rendered before the receipt of the notice of termination and to pay other reasonable expense incurred by the Freelancer for the purpose of the performance of the Services Agreement before receipt of the notice of such termination.
- 8.4. A Freelancer shall have a right to unilaterally terminate this Services Agreement only due to important reasons by sending a notice to the Client following guidelines on the Site. In case the Services Agreement is terminated not due to the fault of the Client, the Freelancer is obliged to reimburse fully the Client for his losses incurred in relation to such termination.
- 8.5. Either party shall have a right to terminate this Services Agreement immediately in the event that the other party has materially breached this Agreement and fails to cure such breach within 14 (fourteen) days of the receipt of notice by the non-breaching party. The breach of the following Clause or Section shall be treated as material breach of the Services Agreement: Clause 2.2, 2.3, 3.3, 4.7, 4.8 and 5.1, the Section "INTELLECTUAL PROPERTY RIGHTS AND TECHNOLOGY" and "CONFIDENTIAL INFORMATION", as well as other breaches of this Agreement that by their origin shall be treated as material breaches of this Agreement.
- 8.6. If one of the parties of the Services Agreement does not agree with the respective termination of the Agreement, the dispute between parties shall be solved under dispute resolution procedure provided in Section 10 of this Agreement.
- 8.7. Additional financial consequences of the termination of the Services Agreement as well as settlement procedure are defined in Financial Terms or other Terms of Service.
- 8.8. Upon the termination of this Services Agreement either party will deliver to other party all of other party's property together with all copies thereof, and any other material containing or disclosing any result of a Job or Short Job or Confidential Information.
- 8.9. The following Sections survive any termination of this Agreement: TERMS OF SERVICES AGREEMENT; OBLIGATIONS, REPRESENTATIONS AND WARRANTIES OF THE PARTIES; INTELLECTUAL PROPERTY RIGHTS AND TECHNOLOGY; CONFIDENTIAL INFORMATION; LIABILITY; DISPUTE RESOLUTION; INDEMNITY; MISCELLANEOUS. Also the termination

(cancellation) of this Agreement shall not affect the validity of the other provisions of this Agreement, which according to their essence remains in force after the termination or expiry of this Agreement.

9. LIABILITY

- 9.1. Either party shall be obliged to compensate the other party any damage and reimburse all and any losses, expenses and costs, arising out of any breach of this Agreement or violation of any law or the rights of a third party in accordance with this Section.
- 9.2. In no event shall either party be liable under this Agreement to other party or third party in any form of liability, for:
 - (1) any indirect or incidental damages that may be incurred;
 - (2) any loss of income, loss of business opportunities or loss of goodwill, business or profits (whether direct or indirect) that may be incurred; and
 - (3) any claim, damage or loss which may be incurred by as a result of any part's agreement with other Users or other transactions involving the Site.
- 9.3. If applicable mandatory provisions of laws provide otherwise, some or all of these limitations and exclusions indicated in this Section may not be applied.
- 9.4. A civil liability shall not apply to the parties to this Agreement for the failure to perform, undue performance or any delay in performance of any obligation hereunder due to irresistible force (*force majeure*) circumstances, which shall be determined according to the requirements of the applicable law. The time for performance of the parties shall be extended by the period of time such circumstances exist.

10. DISPUTE RESOLUTION

- 10.1. In case of any dispute, controversy or claim between a Client and a Freelancer arising out of or relating to this Services Agreement, the dissatisfied party must submit its claim / complaint to the other party of Services Agreement to the Workroom following guidelines on the Site. The other party of the Services Agreement shall be obliged to respond to the claim / complaint (following guidelines on the Site) within 10 (ten) calendar days after its upload to the Workroom. The dissatisfied party may only initiate dispute resolution procedures indicated herein below after the expiration of this period.
- 10.2. Within the same period (10 (ten) calendar days) the parties of the Agreement may jointly decide to refer the matter to Lingjob, i.e. to use Lingjob's dispute resolution services (such decision of the parties shall be expressed by both parties completing actions following guidelines on the Site). Both parties of the Agreement (a Client and a Freelancer), intending to use Lingjob's dispute resolution services, shall pay to Lingjob in advance a dispute resolution fee following the terms and conditions of the Financial Terms.
- 10.3. If the parties of the Agreement jointly decide to use Lingjob's dispute resolution services, Lingjob may (but is not obliged to) examine the situation and provide to the conflicting parties its decision and (or) a proposal for amicable settlement of their dispute, but only after the receipt of the dispute resolution fee. If Lingjob decides to examine the situation and to provide to the conflicting parties a decision and (or) proposal for amicable settlement of their dispute, Lingjob shall put reasonable efforts to provide its decision and (or) proposal for amicable settlement of the dispute to the parties within a reasonable period of time, usually not later than within 15 (fifteen) days from the moment of payment of the dispute resolution fee. Any decision of Lingjob and (or) offer for amicable settlement shall not be binding to the parties. The parties represent and signify that they understand that Lingjob is not an arbitration / arbitration institution and does not act as arbitration / arbitration institution, and its decision is not an arbitral award.
- 10.4. For the examination of the dispute Lingjob shall follow the documents and other materials that are available on the Site, as well as other information provided by the conflicting parties under respective request of Lingjob.

- 10.5. The parties of dispute (a Client and a Freelancer) may agree to decision or proposal for amicable settlement of the dispute offered by Lingjob, by accepting respective decision and (or) proposal following guidelines on the Site.
- 10.6. If both parties accept Lingjob's decision and (or) proposal of amicable settlement offered by Lingjob, it shall be held that each conflicting party separately and both of them jointly authorized Lingjob to perform actions specified in Lingjob's decision and (or) proposal for amicable settlement, including making payments indicated in such decision and (or) proposal to either party or both parties.
- 10.7. If conflicting parties do not resolve their conflict within time frames specified in this section or if either party does not agree with the solution of the dispute offered by Lingjob, the dispute between a Client and a Freelancer shall not be referred to Lingjob for repeated examinations and shall be settled according to applicable laws.
- 10.8. Additional terms and conditions related to resolution of a dispute between a Client and a Freelancer, as well as financial consequences and settlement procedure are defined in the Financial Terms and other Terms of Service.
- 10.9. Lingjob is not and shall not be involved in any dispute between parties of this Agreement otherwise than indicated hereinabove. Each party of the Services Agreement acknowledges and agrees that Lingjob is not and shall not be a party to any such disputes between a Client and a Freelancer. In case of any dispute between a Client and a Freelancer, Lingjob shall be released from any and all claims and demands, all and any damage, which is related to such dispute.

11. INDEMNITY

- 11.1. A Freelancer shall defend, indemnify and hold harmless a Client against all and any damage, cost, loss or expense arising from a claim, suit or law or other proceeding brought against a Client due to that:
 - (1) any result of a Job or Short Job that a Freelancer delivered pursuant to this Agreement infringes any Intellectual Property Rights,
 - (2) any result of a Job or Short Job that a Freelancer delivered pursuant to this Agreement misappropriates any right or interests of any third party, or
 - (3) the terms and conditions of this Agreement were breached by the Freelancer.
- 11.2. Any indemnification of the Freelancer to the Client under the Clause 11.1 shall be conditioned on that the Client having:
 - (1) promptly notified the Freelancer in writing of any such claim, demand, action, cost, liability, loss or threat of any thereof;
 - (2) cooperated with the Freelancer in the defence process or settlement thereof; and
 - (3) allowed a Freelancer to control such defence or settlement.

A Client shall be entitled to participate in such process through its own counsel at its own cost and expense.

12. NOTICES AND COMMUNICATIONS

- 12.1. All notices and communications arising out of or in connection with this Agreement between a Client and a Freelancer must be presented to each other by uploading them to the Workroom. Either of the party agrees and confirms that such communication is safe and satisfies any legal requirement as communication in writing.

13. MISCELLANEOUS

- 13.1 If mandatory provisions of the law of the Republic of Lithuania, including mandatory provisions of the European Union law, do not require otherwise, this Agreement and legal relations arising out of or in connection with it (including matters concerning the conclusion, validity, invalidity,

performance, termination of and rescission from this Agreement) shall be governed by and interpreted under the law of the Republic of Lithuania, whereof the European Union law is an integral part.

- 13.2. Lingjob reserves a right to revise (including to modify, amend, supplement, annul) a form of the Services Agreement following the procedures set forth in General Terms of Service.
- 13.3. If any provision of this Agreement is contrary to the requirements of the laws or upon their amendment becomes contrary, or is invalid due to other reasons, it shall not affect validity of the other provisions of this Agreement. In such case it will be immediately substituted by Lingjob with a legally effective provision, which should correspond to purpose of the invalid provision and the Agreement.
- 13.4. This Agreement shall not be assigned or transferred by any party without the prior explicit consent of the other party and of Lingjob. In case of assignment the terms of this Agreement will be binding upon assignees provided that any unauthorized assignment shall be null and void and constitute a breach of this Agreement.

14. CONTACT INFORMATION

- 14.1. If you wish to report a violation of this Agreement, have any questions or need assistance, please contact Lingjob Customer Support Center as follows:

Email: info@lingjob.com;

Phone: +370 656 67797 (Mon – Fri, 7.00 – 16.00 UTC).