

Independent Contractor/Consulting Agreement

AGREEMENT is made as of April 1, 2022 between Academic Language

Experts, with an address at Nachal Maor 11/5, Ramat Beit Shemesh, 99623,

company number 515468254 and Hameche Grant ("Consultant"), (if relevant, bearer of Israeli

ID/Company # _____) - and having an address at Calle 79B Este, San Francisco,

Coco del Mar, casa 9, Panama, Rep. of Panama

WHEREAS, Consultant wishes to perform certain services for ALE; and

WHEREAS, CONSULTANT ACKNOWLEDGES THAT HE IS NOT AN EMPLOYEE OF ALE AND
WILL NOT BE ENTITLED TO ANY OF THE BENEFITS, RIGHTS OR OBLIGATIONS OF
AN EMPLOYEE; and

WHEREAS, Consultant acknowledges his obligations to perform his duties diligently, to protect
the confidentiality of and not to misappropriate the trade secrets, confidential and
proprietary information and rights of ALE or on behalf of ALE;

WHEREAS, References in this Agreement to the male gender shall apply equally to the female
gender as well as gender neutral such as for a corporate entity, as appropriate;

NOW THEREFORE, in consideration of the above premises, ALE and Consultant agree to the
following:

1. Recitals, Headings, and Interpretation.

(a) Preamble. The Recitals of this Agreement and its appendices, if any, are an
integral part of this Agreement.

(b) Headings. The captions and descriptive headings in this Agreement are
inserted for convenience only and shall not be used in interpreting the Agreement.

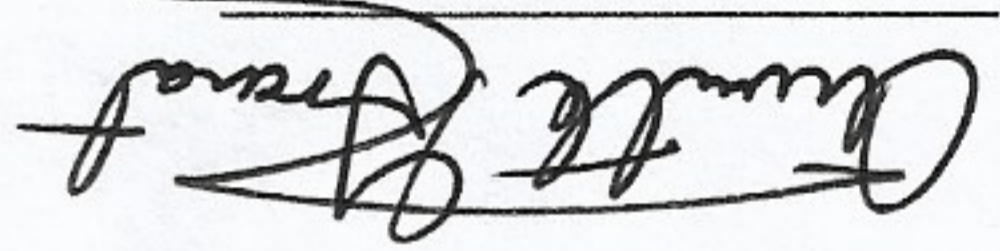
(c) Interpretation. Unless the context indicates to the contrary, words and defined
terms denoting the singular number include the plural and vice versa and the use
of any gender shall be applicable to all genders.

2. Services. Consultant shall, throughout the term of this Agreement, provide such
services to ALE or any affiliate of ALE as may be requested by ALE or any affiliate of
ALE from time to time, including those services described in Appendix A (a copy of
which is attached hereto and made a part hereof) (together, the "Services"), and shall
render the Services diligently, conscientiously, efficiently, to the best of his ability and
promptly for the benefit of ALE or any affiliate of ALE as applicable. Consultant shall
provide ALE with regular updates regarding his progress and will fully document all
activities and results for future use, according to industry accepted standards and practices.
Consultant's services are personal and may not be assigned nor delegated to any other
party. Any dispute regarding the quality of the product will be arbitrated by the Israel
Translators Association.

3. Non-Exclusive Services. Throughout the term of this Agreement, the Consultant may
engage in other activities and provide services to other customers provided that he
performs his Services to ALE as required and in a diligent manner to the best of his ability.
The Consultant shall provide the Services on such days and hours and in such location

- 15. **Notices.** Any notice required to be given hereunder shall be delivered personally, sent by pre-paid registered mail or sent by email with a copy sent by postal mail.

IN WITNESS WHEREOF, the parties have signed this Agreement in duplicate as of the date first set forth above.



 Consultant

_____ G Fine
 ALE