

## Independent Consultant/Consulting Agreement

AGREEMENT is made as of 21/1/20, 2019 between **Academic Language Exerts**, with an address at Mevo Katros 9/3, Maale Adumim 9839089 ISRAEL, company number 515468254 and Gayle Green (“**Consultant**”), bearer of Company # \_\_\_\_\_ and having an address at AWNAHILL, CLONMANT, CO. DUBLIN, IRELAND F93 RK 76

**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.