

Independent Contractor/Consulting Agreement

AGREEMENT is made as of _____, 2018 between Academic Language Experts, with an address at Mevo Katros 9/3, Maale Adumim 9839089 ISRAEL, company number 515468254 and Synthia Nigam ("Consultant"), bearer of Israeli ID/Company # _____ - and having an address at _____.

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

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6. **Confidentiality.** From the date hereof, during the term for which Contractor is to perform Services for ALE and at all times thereafter, Contractor agrees not to disclose to others, not to use personally nor permit the use for the benefit of himself or any third party or otherwise permit the use of Confidential Information, and Contractor agrees to use such Confidential Information only on behalf of ALE, as required in connection with the performance of his Services for ALE or as authorized in writing by ALE. This undertaking includes all Confidential Information whether developed by ALE, by Contractor by ALE's customers or by others.

"Confidential Information" shall include any proprietary or confidential information not generally known to the public or in the relevant trade or industry, whether with respect to the Services, ALE, its customers, text or other material submitted by ALE's customers and translations thereof, private messages and documents, business plans, work product or otherwise, which was obtained from ALE or which was learned, discovered, developed or originated by ALE or Contractor in connection with or as a result of the performance of services by Contractor to or on behalf of ALE.

The provisions of this section shall survive termination of this Agreement.

7. **Intellectual Property.**

Contractor agrees and declares that all copyrights, trade secrets, patents, mask works, software, designs and other intellectual property rights (the "IP Rights") conceived, prepared, drafted or developed, by or with the contribution of Contractor's efforts during the term of Contractor's consultation with ALE, or prior thereto, shall be the sole property of ALE whether made or acquired (i) at the premises of ALE or (ii) with the assistance of materials supplied by ALE. Consultant hereby assigns all of such IP Rights to ALE for no additional compensation. Consultant further waives any moral rights with respect to the Services and waives any right to receive any credit or recognition for his work.

Contractor represents and warrants that his work product does not and will not infringe or misappropriate any copyright or other intellectual property interest of any third party.

The provisions of this section shall survive termination of this Agreement.

8. **Exclusivity.** During the term of this Agreement and for a period of 2 years after Contractor ceases to provide services to ALE, Contractor shall not provide services, including without limitation the Services to any customer which is or was, to the best of their knowledge, an ALE customer during the term of this Agreement. The provisions of this Section shall survive termination of this Agreement.
9. **Independent Contractor.** It is expressly agreed that Consultant is acting as an independent contractor only in performing the Services hereunder and not as an employee. This is not an employment agreement and nothing contained herein shall be construed to create an employment agreement between the parties at any time or for any period of time.
10. **Rights and Remedies Non-Exclusive.** Consultant acknowledges and agrees that the rights and remedies of ALE pursuant hereto are in addition to and not in lieu of any and all rights and rights and remedies to which ALE may be entitled at law. ALE shall have

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“APPENDIX A”

SERVICES

Consultant will provide the following services to ALE:

Translation, Editing, Proofreading, Academic Formatting

Fees: Fees shall be payable by ALE to Consultant during the Term on the following basis:

The fees will be determined for each respective project prior to commencing work and will be confirmed by the consultant via email prior to start of work. Consultants will have the opportunity to decide if they choose the rate set for each respective project.

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