

Independent Contractor/Consulting Agreement

AGREEMENT is made as of 18 April, 2018 between **Academic Language Experts**, with an address at Mevo Katros 9/3, Maale Adumim 9839089 ISRAEL, company number 515468254 and Paula Suredet Ferradans ("Consultant"), bearer of Israeli ID/Company # _____ - and having an address at Tr. Pardenale 25 4-B 36205 Ujo (Spain)

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 which he chooses provided that he meets deadlines, if any set by ALE and otherwise dutifully provides the Services to ALE as needed.

4. **Term and Termination.** This Agreement shall be effective commencing as of the date first set forth above and shall continue until terminated by one of the parties hereto (the "**Term**"). Either party may terminate this Agreement upon not less than one month's written notice.

Notwithstanding the above, ALE may immediately terminate this Agreement without notice, except to the extent expressly set forth in this clause, upon:

- (i) a material breach by the Consultant of his obligations under this Agreement or any appendix hereto; or
- (ii) the failure or refusal of the Consultant to perform any duties or Services required under this Agreement; or
- (iii) willful malfeasance or gross negligence by the Consultant in the performance of his duties under this Agreement; or
- (iv) a project for which the Consultant is to provide the Services is terminated for any reason.

provided that in the event of cause under clause (i), 5 days shall have lapsed following notice of breach and the Consultant having not cured such breach during said notice period.

Upon the termination of this Agreement all of the rights and obligations of the parties hereunder shall cease except to the extent expressly set forth herein. Nothing in this Section shall relieve a party from (i) any obligations imposed by the provisions of this Agreement or appendices which expressly survive termination or expiration, or (ii) any liability for damages resulting from an actionable breach of this Agreement by a party.

Upon termination of this Agreement, Consultant agrees to deliver to ALE all writings, designs, documents, records, software, source code, data, passwords, files, manuals, documentation, equipment, and other materials and all copies thereof, regardless of form or the media in which the same may be stored, which contain ALE's confidential information or proprietary interests.

5. **Compensation.** The fee for the Consultant's providing services to ALE shall be on the basis set forth on Appendix A attached hereto and made a part hereof (the "**Fee**").

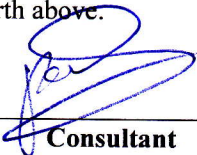
Consultant shall not be entitled to any other fees, benefits, expense reimbursement nor compensation from ALE.

To the extent required by law, Consultant shall provide ALE with a tax receipt (Cheshbonit Mas) reflecting the amount payable together with a detailed timesheet reflecting the daily services rendered and such other details as reasonably required by ALE all as a condition for ALE's payment of Fees to Consultant upon receipt of which by ALE, Consultant will be paid on terms of net +30.

the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that ALE may have for a breach of this Agreement. Without derogating from the foregoing, if Contractor violates the provisions of Section 8 above, then in addition to any other rights which ALE may have, Contractor shall refund to ALE all Fees received by Contractor from ALE and shall, in addition, pay to ALE an amount equal to the total of such Fees plus all amounts earned by Contractor in violation of Section 8 above together with interest thereon.

11. **Governing Law; Jurisdiction.** This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the State of Israel. Any claims arising out of this Agreement shall be brought in Jerusalem, and both parties agree to the exclusive jurisdiction of such courts.
12. **Entire Agreement.** This Agreement, together with any appendices and documents incorporated herein by reference, sets forth the entire understanding of the parties with respect to the subject matter hereof and supersedes any and all prior agreement, arrangements and communications between the parties concerning such subject matter, whether oral or written.
13. **Amendments.** No change or amendment to this Agreement shall be valid unless in writing and signed by both parties.
14. **Waiver.** The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach by such party. The failure to enforce any provision(s) of this Agreement shall not be construed as a waiver of such provision(s).
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

 ALE

“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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