

Independent Contractor/Consulting Agreement

AGREEMENT is made as of 2 / 12 / 2021, 2021 between **Academic Language Experts**, with an address at Nachal Maor 11/5, Ramat Beit Shemesh, 99623, company number 515468254 and JOANNE HASLETT ("Consultant"), (if relevant, bearer of Israeli ID/Company # _____) - and having an address at 176 WINDERMERE ROAD
KENDAL, CUMBRIA, LA9 5EL

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

From the date of the signing hereof, during the term for which the Contractor performs 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 the Contractor 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 the Contractor's Services for ALE or as authorized in writing by ALE. This undertaking includes all Confidential Information, whether developed by ALE, by the Contractor, by ALE's clients, or by others.

The Contractor shall disclose or give access to Proprietary Information only to such employees, agents or contractors having a need to know about the Contractor's engagement and terms thereof and for use in connection therewith. The Contractor will advise the managing editor of having access to Proprietary Information of the confidential and proprietary nature thereof;

The Contractor agrees not to use any Confidential Information for any purpose other than that which is necessary to carry out the Editing/Translation or other services provided by Academic Language Experts.

The Contractor will hold in trust and confidence all Confidential Information and will not publish, transfer, use for the Contractor's own purposes, or disclose to others, directly or indirectly, any Confidential Information or any matter relating to such information without the prior written consent of an ALE senior managing editor.

"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 clients, 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 the Contractor in connection with or as a result of the performance of services by the Contractor to or on behalf of ALE.

ALE contractors may not be in direct contact with clients regarding projects that have been offered or on which they are working without the express written consent of an ALE managing editor. If the Contractor has a pre-existing relationship with said client which could result in possible contact between the Contractor and the client, The Contractor must report to the managing editor immediately and not continue work on the project until receiving further instructions.

The provisions of this section shall survive the 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

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.

JPHaslett
Consultant

G Fine
ALE