

## Independent Consultant/Consulting Agreement

AGREEMENT is made as of 4 December, 2019 between **Academic Language Exerts**, with an address at Mevo Katros 9/3, Maale Adumim 9839089 ISRAEL, company number 515468254 and Marguerite Shof ("Consultant"), bearer of Company # Marguerite Shof Translation and having an address at 605 West 137th St, Apt. 54, NY, NY USA 10031

**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.

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 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 Consultant violates the provisions of Section 8 above, then in addition to any other rights which ALE may have, Consultant shall refund to ALE all Fees received by Consultant from ALE and shall, in addition, pay to ALE an amount equal to the total of such Fees plus all amounts earned by Consultant 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.



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Consultant

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ALE