

## Independent Contractor/Consulting Agreement

AGREEMENT is made as of 22 December 2016, 2015 between Avraham Staiman, an individual with an address at 50/6 Mizpe Nevo, Maale Adumim 98410 ISRAEL and doing business as Academic Language Experts ("ALE") and Melanie Magidov ("Consultant"), bearer of Israeli ID/Company # (none) - and having an address at Rhode Island, USA.

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.

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