Independent Contractor/Consulting Agreement

AGREEMENT is made as of 20 MAY ,2022 between **Academic Language Experts**, with an address at Nachal Maor 11/5, Ramat Beit Shemesh, 99623, company number 515468254 and KIMBERLY MORAVEC ("**Consultant**"), (if relevant, bearer of Israeli ID/Company # _____)- and having an address at 1 CHESTNUT COTTAGES, BOULGE, WOODBRIDGE, SUFFOLK, IP13 6BL, UK

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.

6. **Confidentiality.**

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

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 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

__G Fine_____
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.