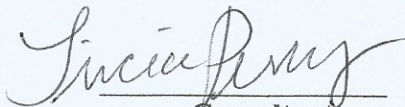


ALE may have for a breach of this Agreement. Without derogating from the foregoing, if Contractor violates the provisions of Section 8 above, then in addition to any other rights which ALE may have, Contractor shall refund to ALE all Fees received by Contractor from ALE and shall, in addition, pay to 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
 Owner, Perry Language
 Services, Inc.

_____ G. Fine
 ALE