

Transcription Services Agreement and Nondisclosure Agreement

Between: IGMI Ltd.
of 1 Natanzon Str., Haifa
Tel: 04-8666313 ; Fax: 04-8650917
(hereinafter: "The Company")

Of the One Part;

And: **Name:** _____
Address: _____
ID No./Co. No./Tax No.: _____
Tel. number: _____ **Email** _____
(hereinafter: "The Contractor")

Of the Other Part;

Whereas: The Contractor is a self-employed individual/ independent agency, engaged in providing transcription services;

And Whereas: The Company hereby wishes to receive transcription services from the Contractor(hereinafter: "The Service");

And Whereas: The Contractor hereby affirms it has the knowledge, know-how, necessary authorization (if so required), experience and expertise needed for the Performance of the Service;

And Whereas: The Contractor hereby states that there is no legal and/or contractual and/or any other impediment against it entering into this Agreement with the Company including lack of criminal records linked to privacy or security offenses.

And Whereas: The parties hereby regulate their reciprocal their rights, obligations and understandings under this Agreement.

Now, therefore, the parties have agreed as follows:

Substance of the Contract

1. The preamble to this Agreement constitutes an integral part hereof.
2. The Company may, from time to time, forward a Project to the Contractor for transcription [hereinafter: "Project"], along with instructions for its transcription.
3. The Contractor will transcribe the Project, in accordance with the said instructions, and must comply with the deadline provided to it by the Company.
4. The Contractor undertakes to perform the Project work in a professional, swift and responsible manner, to the best of its abilities and with complete and utter confidentiality.
5. The Contractor undertakes to sign the Non-Disclosure Agreement, attached hereto as **Appendix A** of this agreement, constituting an integral part hereof.

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6. Should any correction and/or addition and/or modification be required in the Project, the Contractor undertakes to perform such, in accordance with the Company's instructions, immediately upon being asked to do so.
7. The Contractor undertakes not to contact the Company's clients and/or other contractors, directly and/or indirectly, and for any purpose whatsoever. This undertaking shall remain in force for at least 12 months after Contractor has executed the last Project for the Company.
8. The Contractor shall notify the Company, in writing and verbally, about any change of contact details.
9. The Company is not obligated to provide a steady stream of work and/or any work at all.
10. Where the Contractor has breached any of its undertakings, under this Agreement, the Company may request another transcriber perform the Project and may charge the Contractor for expenses incurred by the Company due to such breach, including direct and/or indirect damages.
11. The Company may refuse to accept a poorly-executed Project or a Project delivered late by the Contractor. In such case, the Company shall notify the Contractor about the refusal and its reasons for such, and the Contractor shall not be paid for Project (or that part thereof) which the Company refused to accept.

No Employer – Employee Relations

14. No employer – employee relations shall exist between Contractor and Company.
15. Should, nevertheless, the Contractor be defined/held to be an employee of the Company, Contractor agrees that it's salary/fee shall be lower than the Consideration, and the social welfare rights will be calculated according to its lower salary as an employee. The Contractor hereby undertakes to pay the Company the difference between the contractual consideration and its salary as an employee.

Miscellaneous

20. This agreement shall nullify any negotiations and/or agreements and/or representations and/or undertakings between the parties, prior to signing this agreement.
21. No modification and/or addition and/or amendment of the provisions of this agreement shall apply unless so done expressly and in writing and signed by both parties.
22. Exclusive and sole jurisdiction for any matter related to the provisions of this agreement, and breach thereof, shall lie with the competent court in Haifa only. Israeli law shall govern all contractual/legal relations between the parties.
23. The addresses of the parties shall be as specified at the heading of this agreement.
24. Any notification sent by one party to the other party by registered mail in accordance to the above specified address shall be deemed to have been received 72 hours sent by registered mail, or 24 hours after sent by facsimile and/or by E-mail, or upon delivery in case of a hand-delivery.

In witness Whereof, the Parties Hereto Have Set Their Hand:

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The Contractor

The Company

Date

Appendix A

Nondisclosure Agreement

I the undersigned, _____, I.D. No. _____

hereby agree to the terms of this nondisclosure agreement whereby I shall not disclose, convey in any way, inform, deliver, publish, transmit to another, or reproduce any detail and/or update and/or information and/or document and/or any other material, directly or indirectly related to my services contracted with **IGMI Company Ltd.**

I hereby agree not to make use of any of the materials I receive and/or which come to my attention during and/or because of the rendering of my services.

I hereby agree not to release without the explicit consent of an authorized employee of **IGMI**, any material, including documents, recordings, and/or disks provided to me during, or for the rendering of my services.

I hereby agree not to retain in my possession or keep any material provided to me for rendering my services, and agree to return to the office of the Company upon completion of my work, any material provided to me and/or that was transmitted in the course of the rendering of my services.

I am aware that all the statements in this agreement constitute a material condition for the rendering of my services to **IGMI Company Ltd.**

Date

Contractor's signature

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