

TIME AND MATERIAL CONSULTING AGREEMENT

This consulting agreement ("**Agreement**") is made and entered into as of XXXXXXXXXX, 20XX ("**Effective Date**"), by and between

- (1) **EUROFORCE UKI LTD** a company registered under the laws of England and Wales, with its registered office at Sovereign House 82 West Street, Rochford, England, SS4 1AS (hereinafter referred to as "**Consultant**")

and

- (2) **THE CLIENT** a company registered under the laws of XXXXXX, with its registered office at XXXXXXXXXXXX (hereinafter referred to as "**Customer**")

Preamble

- (A) The Consultant is a provider of Salesforce consulting, customization, development, support, and training services.
- (B) The Customer wishes to request services from the Consultant from time to time.
- (C) The Consultant agrees to provide its services to the Customer on a Time & Materials basis, under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows ("**Agreement**"):

1. Scope of Services

1.1 The Consultant shall provide to the Customer Salesforce-related consulting, implementation and/or professional services ("**Services**"), including but not limited to:

- a) Salesforce consulting (architecture, customization, configuration, optimization, etc.)
- b) Development (flows, integrations, lightning, Apex codes, etc.)
- c) Training and knowledge transfer to Customer personnel
- d) XXXXXXXXXX

1.2 The Consultant shall provide the Services in accordance with "*recognized technical and quality standards*". In the case of continuing obligations, the Consultant shall provide the Services in accordance with the standards agreed upon at the time of the Effective Date.

- 1.3 The Services will be provided on a time-and-material basis, and the Consultant shall not be obliged to deliver any specific deliverable or outcome unless expressly agreed in writing (email sufficient). The parties may mutually agree in writing (email sufficient) to modify, expand, or reduce the scope of agreed Services during the term of this Agreement.

2. Place of Performance; Time Schedule

- 2.1 Unless the parties agree otherwise, (i) the place of performance shall be the registered office of the Customer and (ii) the Service shall be performed remotely. Overtime or weekend work shall not be performed by Consultant's employees. Weekend work is on Saturday or Sunday as well as on public holidays in London, England. Overtime work is work between 6 p.m. and 9 a.m. GMT.
- 2.2 The time schedule for the fulfilment of the respective Services ("**Schedule**") shall be agreed by the Parties separately.
- 2.3 The Consultant shall immediately inform the Customer in writing or in text form if circumstances arise or become apparent that may result in the Consultant not being able to comply with the Schedule. The notification shall, if possible, contain new performance dates as well as the measures that the Consultant has taken or will take to keep negative consequences of delay as low as possible.

3. Personnel and Non-Solicitation

- 3.1 The Customer shall not be entitled to supervise, instruct or control the Consultant's employees or any employees of Consultant's affiliates, subcontractors or any other third party.
- 3.2 Personnel of one party shall not be entitled to any benefits or employee programs of the other party.
- 3.3 The parties have the common understanding that staff augmentation shall not be part of the scope of this Agreement, unless the Parties agree otherwise in writing.
- 3.4 The Consultant shall ensure that its own employees and those of its affiliates or subcontractors will carry out their activities in such a way that they are not legally considered to be integrated into the operation of a group company of the Customer.
- 3.5 During the term of this Agreement and for a period of six (6) months after its termination, the Customer shall not directly or indirectly, solicit, recruit, or employ any consultant, employee, or subcontractor of the Consultant who was involved in the provision of Services under this Agreement, without the prior written consent of the Consultant. This restriction shall not apply to general job postings or recruitment efforts not specifically targeting such individuals.

4. Customer's Obligations

- 4.1 If the cooperation of the Customer is required, the parties shall specify the required cooperation of the Customer. If certain cooperation requirements of the Customer only become apparent in the course of the Services, the Customer shall cooperate to a reasonable extent in good faith.
- 4.2 The Customer shall:
 - (i) Identify and make available staff to perform activities as identified within this Agreement including:

- (i) Technical staff with knowledge of existing systems, architecture and standards that apply;
 - (ii) Business staff with knowledge of the requirements, processes and policies that apply.
 - (ii) Enable unhindered remote access to the necessary IT infrastructure, tools, documentation and content as necessary to perform the work.
 - (iii) Provide access to business documentation and content as necessary for the execution of the Services.
- 4.3 The Consultant shall request Customer's support in a timely manner. Consultant's request shall describe the required Customer support as detailed as possible.
- 4.4 The Customer may engage a third party to perform any of its obligations. Any additional expenses due to the involvement of a third party acting for on behalf of the Customer shall be borne by the Customer.
- 4.5 The Consultant shall immediately inform the Customer in text form of any non-performance of services and/or cooperation by Customer's employees or agents. If the Customer's delay lasts longer than five (5) business days, the Consultant shall be entitled to request the Customer to change the Schedule. If the Customer does not accept the Schedule change, the Customer shall compensate the Consultant for damage resulting from the default of acceptance.
- 4.6 In the event of a system failure or unavailability of the Customer's IT infrastructure that prevents the Consultant from delivering the agreed Services, the Consultant shall have the right to bill for actual hours spent on preparation, execution, and post-processing of the Services. Furthermore, the Consultant shall be entitled to receive compensation for a proportionate amount of the hours that could not be worked due to the system outage. This proportionate compensation shall be calculated based on the total expected hours designated for the Services over the duration of the outage, not to exceed the contractually agreed hourly rates. The Consultant shall inform the Customer of the inability to perform the Services without undue delay and the reasons for the system failure. Billing for these hours shall occur at the rates specified in this Agreement.

5. Fees and Expenses

- 5.1 For the Services provided under this Agreement, the Customer shall pay the Consultant XXXXXXXXXXXXXXXXXXXX
- 5.2 The fees are exclusive of VAT and other applicable taxes, which shall be borne by the Customer.
- 5.3 Travel and accommodation expenses incurred for on-site work at the Customer shall be invoiced separately upon prior approval.

6. Invoicing and Payment Terms

- 6.1 The Consultant shall issue invoices on a monthly basis, accompanied by a summary of hours worked. The Customer has 10 business days to dispute any time entry upon receipt of the invoice with time sheet; otherwise, it will be considered accepted.
- 6.2 Payments are due within XX days of invoice receipt.

7. Reimbursement of Consumables

7.1 If required and approved by the Customer, the Customer shall reimburse the Consultant for any necessary third-party costs incurred within the performance of the Services, including but not limited to:

- a) Salesforce licenses or add-ons required for development, testing or implementation;
- b) Software tools, development environments, or plugins needed for Services execution;
- c) Cloud services, testing platforms, or API access fees if explicitly required for the Services.

7.2 Such costs shall be pre-approved by the Customer before purchase. The Consultant may calculate a mark-up of 15% on the necessary third-party costs.

8. Intellectual Property Rights

8.1 All intellectual property rights, including but not limited to copyrights, patents, trademarks, trade secrets, methodologies, frameworks, tools, templates, software code, documentation, and other materials ("**Intellectual-Property**") that are owned, developed, or used by the Consultant prior to or independently of this Agreement shall remain the sole property of the Consultant.

8.2 In addition, all Deliverables (defined in Section 8.3) shall remain the exclusive property of the Consultant. Subject to full and final payment of all fees under this Agreement, the Consultant grants the Customer a non-exclusive, non-transferable, revocable license to use the Deliverables solely for internal business purposes. The Customer shall not sell, sublicense, modify or distribute the Deliverables without prior written consent of the Consultant.

8.3 "**Deliverables**" are all results generated within the performance of Services pursuant to this Agreement, including, but not limited to, source code, software, know-how, inventions, intellectual property rights, copy-righted works, computer programs, documentation, reports and documents, and any other products conceived, invented or developed in the course of the Consultant's Services, including all intermediate results and without restrictions, even in revised and modified form, even to the extent that they are carried out by third parties.

8.4 The Customer shall indemnify, defend, and hold harmless the Consultant from any claims, damages, or liabilities arising from (i) the Customer's use of Deliverables beyond the scope of the granted license and (ii) any modifications made to the Deliverables by the Customer or any third party acting on its behalf.

9. Third Party Intellectual Property and Open-Source Software

9.1 The Consultant may use open-source software and third-party intellectual property ("**Third-Party-IP**") within the performance of its Services, provided that such use complies with applicable license terms.

9.2 The Customer acknowledges that open-source software is subject to its respective license terms and the Consultant makes no warranties or representations regarding such software. The Consultant shall not be liable for any restrictions, obligations, or limitations arising from the use of open-source software.

9.3 The Consultant shall take reasonable care to ensure that any Third-Party-IP used within the Services does not infringe any third-party rights. However, the Customer acknowledges that the Customer does not provide any warranty or indemnity against claims of infringement related to Third-party-IP. The Customer shall be responsible for obtaining any necessary licenses for the use of Third-Party-IP beyond the scope permitted under existing licenses.

- 9.4 The Customer shall indemnify, defend, and hold harmless the Consultant from any claims, damages, or liabilities arising from the Customer's failure to comply with applicable Third-Party-IP license terms.

10. Confidential and Proprietary Information

- 10.1 As used in this Agreement, "**Confidential Information**" means all information disclosed by a party or its affiliates ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of each Party shall include the terms and conditions of this Agreement (and, if existing, all Exhibits and attachments hereto), all non-public information about business affairs, products and services, intellectual property rights, trade secrets, customer data, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such Party. However, Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) is received from a third party without breach of any obligation owed to the Disclosing Party; or (iv) was independently developed by the Receiving Party.
- 10.2 During the term of this Agreement and for two (2) years thereafter, the Receiving Party shall not disclose any Confidential Information of the Disclosing Party for any purpose outside the scope of this Services Agreement, except with the Disclosing Party's prior written permission.
- 10.3 Except as otherwise permitted in writing by the Disclosing Party, the Receiving Party shall: (i) use at least the same degree of care to protect Confidential Information that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care); (ii) not use or disclose any Confidential Information of the Disclosing Party for any purpose outside the scope of this Services Agreement; and (iii) limit access to Confidential Information of the Disclosing Party to those of its and its affiliates' officers, directors, employees, contractors and agents who need such access for purposes consistent with this Services Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.
- 10.4 If the Receiving Party is compelled by court order, regulation and/or law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.
- 10.5 If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of confidentiality protections hereunder, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts.
- 10.6 Upon termination or expiration of this Agreement or at the request of one Party at any time during or after the term of this Agreement, the other Party will, at the requesting Party's discretion, deliver or destroy and certify destruction all Confidential Information held by the other Party. This shall not apply to statutory retention obligations. In this case, the Confidential Information may be stored and used exclusively for the purpose of fulfilling these obligations.

11. Limitation of Liability

- 11.1 THE CONSULTANT SHALL BE LIABLE WITHOUT LIMITATION FOR INTENT AND GROSS NEGLIGENCE AS WELL AS FOR DAMAGES RESULTING FROM INJURY TO LIFE, BODY OR HEALTH. TO THE EXTENT PERMITTED BY LAW, THE CONSULTANT SHALL NOT BE

LIABLE FOR ANY DAMAGES ARISING FROM ORDINARY NEGLIGENCE. THE CUSTOMER EXPRESSLY ACKNOWLEDGES AND ACCEPTS THIS LIMITATION OF LIABILITY AS FUNDAMENTAL CONDITION OF THIS SERVICES AGREEMENT.

11.2 IN ANY CASE, THE CONSULTANT'S LIABILITY SHALL BE LIMITED TO THE AMOUNT OF THE REMUNERATION PAID BY THE CUSTOMER IN THE LAST YEAR UNDER THIS AGREEMENT, BUT NOT MORE THAN AN AMOUNT OF £ 500,000.00 (IN WORDS: GBP FIVE HUNDRED THOUSAND/00). THE CONSULTANT UNDERTAKES TO TAKE OUT LIABILITY INSURANCE IN THE AMOUNT OF AT LEAST £ 500,000.00 ("**LIABILITY INSURANCE**") WHICH COVERS ANY LIABILITY CLAIMS OF THE CUSTOMER AGAINST THE CONSULTANT AND TO MAINTAIN THIS INSURANCE DURING THE TERM OF THIS AGREEMENT. THE CUSTOMER IS ENTITLED AT ANY TIME TO DEMAND PROOF OF THE EXISTENCE OF THE LIABILITY INSURANCE FROM THE CONSULTANT. THE CUSTOMER CAN UNILATERALLY WAIVE THE INSURANCE COVER AT ANY TIME.

11.3 INSOFAR AS THE LIABILITY OF THE CONSULTANT IS EXCLUDED OR LIMITED, THIS ALSO APPLIES TO THE PERSONAL LIABILITY OF ITS BODIES, LEGAL REPRESENTATIVES, EMPLOYEES OR THIRD PARTY SUPPORTING THE CONSULTANT WITHIN THE PERFORMANCE OF SERVICES FOR THE CUSTOMER.

12. Force Majeure

12.1 Neither party shall be liable for the non-performance or delay in performance of its obligations if these are due to force majeure. Force majeure includes, in particular, country-wide network failures, riots, terrorist acts or acts of sabotage, cyber-attacks, radioactive or chemical contamination as well as extraordinary sustainable natural events such as flooding or earthquakes, provided that the effects of the events could not have been prevented by appropriate precautionary measures.

12.2 In such a case, the affected party shall immediately notify the other party of the occurrence of the force majeure and shall summarize in writing the causes of the occurrence of the force majeure.

12.3 For the duration of a force majeure event, the rights and obligations of the parties concerned shall be suspended to the extent that the event in question affects the provision of the services. If the event lasts longer than one (1) month, the parties will examine whether and in what form the Agreement can be continued. The parties will determine the result within an amendment agreement.

13. Use of Subcontractors

13.1 The Consultant shall be entitled to use subcontractors for the performance of the Services, in particular affiliated companies that are part of the EuroForce Group.

13.2 The Consultant shall be liable for the fault of the subcontractor engaged.

13.3 The Customer shall undertake to refrain from concluding a contract with Consultant's subcontractor for the duration of this Agreement and for a period of three (3) months thereafter. In the event of non-compliance, the Consultant shall be placed in the same financial position as if the contract with the subcontractor had been agreed with the Consultant and the Consultant shall not be responsible for any errors or incompatibilities resulting from an assignment without its knowledge.

14. Term and Termination

14.1 Unless otherwise agreed between the parties, this Agreement shall enter into force upon signature and shall be effective for an indefinite period of time. It may be terminated by either Party in writing at the end of each calendar month with a notice period of three (3) months.

14.2 The right to terminate the Agreement without notice for good cause remains unaffected.

15. Governing Law and Dispute Resolution

15.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

15.2 And disputes shall be settled in the courts of London, England.

16. Miscellaneous

16.1 The Consultant is permitted to name the Customer as a customer of the Consultant and use the Customer's logo for such references. This permission is freely revocable.

16.2 This Agreement constitutes the entire agreement between the parties.

16.3 Conclusion, ancillary agreements, additions, amendments and the cancellation or termination of this Agreement shall be made in writing in order to be effective. This also applies to the waiver of the written form requirement. The written form within the meaning of this Agreement shall be also complied with by using a documented electronic signature tool, whereby the simple electronic signature is sufficient for this purpose. Email, on the other hand, does not comply with this form, unless the Parties have expressly agreed to this in writing.

16.4 Should any provision of this Agreement be or become invalid or unenforceable, this shall not affect the validity of the Agreement in all other respects. Rather, in such a case, the Parties undertake to replace the invalid or unenforceable provision with a valid or enforceable provision that corresponds as far as possible to the economic and non-material ideas. The same applies to a regulatory gap identified in the Agreement.

16.5 Conduct that deviates from the Agreement does not change or cancel agreed rights and obligations, nor does it create new rights and obligations.

Location, Date

Location, Date

CUSTOMER BUSINESS NAME
Signor Full Name, Title

EUROFORCE UKI LTD
Thomas Charuhas, Director