STATEMENT OF WORK

This Statement of Work (“SOW” or “agreement”) is made as of September 15, 2021 (“Effective Date”), by and between ........, Inc. (hereinafter “........ U.S.” or “Company”) a Delaware Corporation, and ........ Netherlands Holding B.V. a Dutch company, and sole shareholder of ................ International B.V. (hereinafter collectively “........ NL” or “subsidiary” )

........ U.S. wishes to have key members of ........ NL (“.................. Engineers”) train U.S. professional employees to install, service, and properly configure specialized .................. software and systems designed and developed by the subsidiary, in support of ........’s .................... systems and solutions, and deployed on site in the United States to improve such areas as the supply chains, administration, and information technology systems and processes of ........’s Key Accounts customers (detailed below) in retail, healthcare, and in government, subject to and in accordance with the terms and conditions of this agreement.

NOW, THEREFORE, the parties agree as follows:

1. SERVICES (TRAINING)

1.1 Performance of Training. .................. Engineers will train ........ U.S. professional employees as described on Exhibit A to this Agreement in accordance with the terms and conditions of this Agreement and Exhibit(s).

1.2 Scope of Project. Having need for .................. Expertise to improve the performance, scalability, extensibility of the Company’s .................... software, as well as the expansion of sales in the United States, Company wishes to have .................. Engineers train and guide U.S. professional employees to install, service, and properly configure specialized .................. software and systems designed and developed by the subsidiary in support of ........’s .................... systems and solutions, and deployed on site in the United States to improve such areas as the supply chains, administration, and information technology systems and processes of ........’s Key Accounts customers (including for this SOW, but not limited to, …….. and …… in retail; ………………., ………., …..., and …………. in healthcare; and the State of …………. and ……………………. in government).

1.3 Number of Individuals. Subsidiary shall initially send two (2) .................. Engineers, for no longer than the duration specified below. In addition to and separate from this agreement, subsidiary shall make such arrangements in the future to enable one (1) or more .................. Engineers to obtain authorization, pursuant to all applicable laws and regulations, to work on a temporary or permanent basis in the U.S., to enable the long term facilitation of installation, servicing, and configuration of .................. software in the U.S., and the further expansion of Company’s sales.

1.4 Duration. .................. Engineers subject to the terms and conditions of this agreement shall engage in these activities described above and in Exhibit A for no longer than 90 days, or the end of January 31, 2022, whichever is earlier.

1.5 No Payments or Benefits to .................. Engineers in the United States. As full-time salaried employees of ........ NL, .................. Engineers now, and shall continue without interruption to, receive remuneration solely from ........ NL. No payments shall be made from ........ U.S. to .................. Engineers under the scope of this Agreement. Subsidiary and .................. Engineers shall bear sole responsibility for the payment of all taxes (including withholding) and subsidiary shall be solely responsible for all employee benefits for .................. Engineers, as agreed upon in existing employee contracts, which shall in no way be amended by this Agreement. Notwithstanding any and all existing benefits and agreements between subsidiary and .................. Engineers, .................. Engineers shall not be entitled to any benefits paid or made available by Company or its employees to U.S.-based employees, including, without limitation, any vacation or illness payments, or to participate in any plans, arrangements or distributions made by Company pertaining to any bonus, stock option, profit sharing, insurance or similar benefits.

2. PERFORMANCE STANDARD

2.1 Performance Standard. Subsidiary represents and warrants that training will be performed in a thorough and professional manner, consistent with high professional and industry standards by individuals with the requisite background, experience, technical knowledge and skills to perform the training.

3. TERM

3.1 Term. This Agreement will commence on the Effective Date and, unless terminated earlier in accordance with the terms of this Agreement, will remain in force and effect for as long as .................. Engineers are performing training pursuant to the Agreement.

4. NOTICES

4.1 Notices. All notices required or permitted under this Agreement will be in writing and delivered by confirmed facsimile transmission, by courier or overnight delivery service, or by certified mail, and in each instance will be deemed given upon receipt. All notices will be sent to the addresses set forth above or to such other address as may be specified by either party to the other in accordance with this Section 4.1.

5. ENTIRE AGREEMENT

5.1 Entire Agreement. Without limiting each party’s rights and obligations, this Agreement, together with the attached Exhibit, constitutes the complete understanding and agreement of the parties with respect to the subject matter hereof. In the event of a conflict, the terms and conditions of the Exhibit will take precedence over the terms and conditions of this Agreement. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by the parties hereto.

**[Signature Page Follows]**

IN WITNESS WHEREOF, the parties have signed this Agreement as of the Effective Date.

COMPANY:

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attachment:

Exhibit A – Performance of Training

Exhibit A

Performance of Training

This Performance Exhibit is issued under and subject to all of the terms and conditions of the Agreement dated as of September 15, 2021 by and between ........, Inc. (“........ U.S.” or “Company”) and ........ Netherlands Holding B.V., sole shareholder of ................ International B.V. (“Subsidiary”).

1. Training to be performed, purpose, and results to be achieved:

1.1 Training to be performed. .................. Engineers shall directly train no less than ten (10) ........ U.S. professional employees in .................. implementations for .................... for ........ Key Accounts (as delineated below). These may include .................... Engineers, Solutions Engineers, Software Engineers, Sales Engineers, and Managers.

.................. Engineers shall also provide guidance, advice, and training to an additional 30 ........ U.S. employees, among whom may also include .................... Engineers, Solutions Engineers, Software Engineers, DevOps/Infrastructure Engineers, Sales Engineers, and Managers.

1.2 Purpose. .................. Engineers shall train ........ U.S. professional employees to install, configure, maintain, and service .................. software in support of ........’s .................... software for Key Accounts in the United States. All software shall be deployed on site in the United States to improve such areas as the supply chains, administration, and information technology systems and processes of ........’s Key Accounts customers (including for this SOW, but not limited to, …….. and …… in retail; ………………., ………., …..., and …………. in healthcare; and the State of …………. and ……………………. in government). Recognizing that these are critical customers for ........ in the U.S., all training and guidance shall adhere to the Performance Standard as described in the Statement of Work. .................. Engineers shall also observe and provide onsite feedback to our engineers on these installations.

1.3 Results to be Achieved. All .................. software shall be expertly installed and configured with .................... software for the Key Accounts detailed above. Moreover, .................. Engineers shall train and guide ........ U.S. professional employees to the extent that the ten (10) ........ employees described above shall attain a level of expertise and competence such that they will perform future installations, configuration, software maintenance, testing, and servicing independently of the .................. Engineers 1) for future additional work for these Key Account customers as described herein; and 2) for future additional work for any and all of ........’s customers. Moreover, .................. Engineers shall train and guide these ten (10) professional employees to attain a level of expertise such that they will be capable of training and guiding other ........ U.S. employees to perform .................. software installation and servicing at a level of competence in accordance with the Performance Standard described in the Statement of Work.

2. Start Date: On or about October 2, 2021, subject to admission to the United States.