

## **Service Agreement No. 01/10-24**

This Service Agreement is concluded on **September 09, 2024**, between:

**PEOPLEFORCE LTD**, legal entity incorporated in England and Wales with Company number 12537808 with its registered office at 10 John Street, London, WC1N 2EB, United Kingdom, represented by director Andrew Cetinic (hereinafter - the '**Client**'), on the one hand,  
and

**Speedshop KK**, registered at the address: 1-1-30-1 Hamatake, Chigasaki, Japan, 253-0021 (hereinafter - the '**Service Provider**'), on the other hand,

together, hereinafter referred to as the '**Parties**', or separately, '**Party**', have concluded this Service Provision Agreement № 01/10-24 (hereinafter referred to as the '**Agreement**'), whereby the Parties mutually agree on the following:

### **ARTICLE 1. PURPOSE**

1.1. Under the terms of this Agreement, the Service Provider provide consulting services to the Client for fee, a list and description of which are specified below (hereinafter referred to as the '**Services**'), and the Client undertakes to pay the Service Provider in time for the services rendered in accordance with the terms of this Agreement.

A comprehensive description of the services is detailed in Annex 1 to this Agreement (Statement of Work), which forms an integral part of this Agreement.

Services:

- (a) Performance Support;
- (b) Roadmapping services;
- (c) Auditing services;
- (d) Monitoring services.

1.2. The Service Provider declares that he has the necessary powers, authority and also has an experience and the ability to provide the Services in an appropriate manner.

1.3. Requirements for the quality of services are agreed upon by the Parties prior to their commencement, including by electronic means of communication.

1.4. In accordance with this Agreement, neither Party is an agent or legal representative of the other Party, creates a partnership or a joint venture. The Parties are independent and act on their own behalf and at their own expense. In relations with the Client, the Service Provider is an independent one, and carries out activities at its own risk.

### **ARTICLE 2. REMUNERATION**

2.1. The Parties agree that the Client shall pay the Service Provider a monthly fee for the provision of services in the amount of USD 3000 NET for 1 (one) month of providing the Company's Services.

Payment will be made on the basis of the invoice provided by the Service Provider at the end of each month.

2.2. The Client shall pay the remuneration for the services by non-cash transfer of funds to the Service Provider's account, specified in Article 11 of this Agreement within 5 (five) banking days from the receipt of the invoice.

2.3. The fact of payment for the cost of services is confirmed by the relevant bank documents (in particular, but not exclusively, by payment orders). The proper date for payment of the remuneration under this Agreement is the date when the relevant payments are transferred by the Client to the Service Provider's bank account.

### **ARTICLE 3. METHOD OF SERVICE PROVISION**

3.1. The Service Provider provides services to the Client in accordance with the list determined by the Parties in Annex No. 01, which is an integral part of this Agreement.

3.2. Terms for the provision of Services by the Service Provider to the Client are established by agreement of the Parties and specified in each specific case by e-mail correspondence.

3.3. The Service Provider independently determines the ways of providing Services, remaining responsible to the Client for the final result of the services.

The Service Provider shall make every effort during the provision of Services, so that the results of this are satisfactory for the Client.

3.4. The Service Provider has the right to involve third parties in the services provision subject to the prior written consent of the Client.

3.5. Upon the completion of each payment period, the Parties shall confirm in writing the provision and acceptance of the services rendered in the current month through correspondence (an email will suffice).

Should the quality and/or quantity of the services provided not meet the requirements set by the Client prior to the commencement of the services, the Client shall send a reasoned claim to the Service Provider (an email will suffice).

Upon receipt of such a claim, the Service Provider is obligated to promptly take all necessary actions to rectify the deficiencies.

In such a case, the Client shall be released from the obligation to pay for the services until the Service Provider removes the defects.

3.6. The Service Provider undertakes not to use intellectual property objects during the provision of Services, the rights to which belong to third parties and the use of which requires their special permission, without the prior consent of the Client and obtaining permission from the respective right holder.

## **ARTICLE 4. RIGHTS AND OBLIGATIONS OF THE PARTIES**

### *4.1. The Client's has a right to:*

- 4.1.1 require the Service Provider to provide the Services in the manner and within the terms provided for in this Agreement;
- 4.1.2. to demand the Service Provider to duly perform his obligations and commitments under this Agreement;
- 4.1.3. to unilaterally withdraw from this Agreements in cases and in order stipulated by this Agreement;
- 4.1.4. to demand the Service Provider to provide a written monthly report on the current status of providing Services.

### *4.2. The Client is obliged to:*

- 4.2.1. provide the Service Provider upon its request with all information and documents necessary for performance of its obligations under this Agreement;
- 4.2.2. timely provide the Service Provider with any oral or written information which either directly or indirectly relates to the Services rendered to the Client under this Agreement;
- 4.2.3. pay the Service Provider remuneration in accordance with the provisions of this Agreement;
- 4.2.4. duly perform Client's obligations and commitments under this Agreement.

### *4.3. The Service Provider has a right to:*

- 4.3.1. receive the fee in order stipulated by this Agreement;
- 4.3.2. request the Client to provide all documents and information necessary for rendering the Services under this Agreement;
- 4.3.3. to demand the Client to duly perform its obligations and commitments under this Agreement;
- 4.3.4. to unilaterally withdraw from this Agreements in cases and in order stipulated by this Agreement;

### *4.4. The Service Provider is obliged to:*

- 4.4.1. The Service Provider undertakes to provide the Client with the Services specified in this Agreement № 01 duly and timely.

## **ARTICLE 5. CONFIDENTIALITY**

5.1. The Service Provider hereby warrants and undertakes to maintain the confidentiality of all information that has become known him/her from the Client in connection with the conclusion and execution of this Agreement, any other interaction with the Client, as well as any other information received under other circumstances and specified in clause CONFIDENTIAL INFORMATION below. The Service Provider hereby undertakes to take all possible measures to ensure that such information is not disclosed to any third parties.

### **5.2. CONFIDENTIAL INFORMATION**

5.2.1. In order to be considered Confidential, the information should at the same time comply with all the following criteria:

- it has been disclosed by the Client, whether in hard copy or electronic form, orally or in any other form;
- it is not generally known or publicly available and, therefore, has actual or potential commercial value;
- contains commercial, technological or other value that can be used by a third party to its benefit.

5.2.2. By default, any information provided by the Client shall be deemed Confidential.

5.2.3. The information that the Client considers confidential includes, in particular, financial, commercial, technological information in its possession, use and control, as well as any other information that gives it an advantage over competitors and is considered valuable, as well as all similar information relating to any company in which the Client is founder and ultimate beneficial owner, Affiliates, of the Client (hereinafter referred to as "Confidential Information"), namely (including, but not limited to):

(a) technical information, know-how, processes, discoveries, inventions, research, designs, drawings, design approvals, materials used, operational data, electronic files and data compilations, maintenance methods, maintenance documentation, production methods, computer structures and computer software; information on the production process of software ; information about the results of testing of the software or the software in the process of development at the request of the Party;

(b) business information, information on the property owned by the Party, shares in the authorized capital and/or shares of legal entities, organizational structure and management of such legal entities, cost data, profit data, financial data, names of suppliers, customer contact details and customer bases, pricing procedure, sales strategy, marketing plans, research data, names, telephone numbers, addresses, location, job responsibilities, data on payment for services of representatives, partners, contractors and/or employees of the Party);

(c) other commercial, financial, ISMS information relating to current activities and future plans, both already received and to be received in any form; technical specifications; experimental information;

Information contained in various internal Policies, Regulations of the Party, audit reports (internal and/or external) relating to information security, in particular, but not exclusively, compliance with ISO 27001, GDPR, with which the other Party to this Agreement is familiar.

- Internal Policies or Regulations shall include, but not be limited to: Information Security Policy, Statement of Applicability;

- any and all Auditor's Reports (internal and external), assessments, software testing conclusions, including but not limited to those related to information security, including those necessary to comply with the requirements of ISO 27001, GDPR, as well as certain excerpts therefrom, and/or similar documents, penetration test reports (Pentest), etc;

(d) strategic information, proposals for new products (services) or markets; plans or negotiations on the acquisition and disposal of property, new production facilities or closure of production facilities;

(e) information of third parties provided to the Party on a confidential basis; information about business activities, technologies, methods, software, trade secrets, as well as other data of customers or suppliers, business partners that are not freely available;

(f) information on the development and/or launch of a new product and/or new name and/or new design and/or new image of the Party;

(g) any data and/or documents and/or materials and/or any other information received from the Party necessary for the provision of the trademark and/or other intellectual property registration service and/or necessary for the conduct of its own business activities, in particular  
 patents and applications for patents being prepared or filed;  
 trademarks for goods and services and applications for registration of trademarks for goods and services being prepared or filed;  
 ideas, methods, sketches, drawings, works of authorship, models, inventions, know-how, processes developed, developed and/or owned by the Party or under development;  
 databases;  
 algorithms, software belonging to the Party, which is being developed or which will be developed for the Party, as well as documentation for such software and software sources;  
 formulas related to current and future products and proposals for new goods and services;  
 information on research, experiments, developments, applications for workpieces, design objects and specifications, data carriers, equipment, product samples, their characteristics, design documentation, benchmarks, test methods in any form;  
 photographs, software (including source code and object module), designs, specifications, data sets and data networks, manuals, other objects of copyright and related rights owned by the Party;

(h) any data and/or documents and/or materials and/or other information received by the Party related to current and past arbitration, litigation or enforcement proceedings in which the Client is a party;

(i) personal data of the Client, as well as its employees, advisors, consultants, contractors, partners, customers and other third parties, which have become known to the Receiving Party as a result of this Agreement.

(j) other information that is classified by the Client as Confidential Information or the confidentiality of which the Receiving Party should have known.

5.3. Confidential Information does not include information that (i) is generally known at the time of its disclosure by the Client to the Service Provider, (ii) becomes, after its disclosure by the Client to the Service Provider, generally known otherwise than by disclosure by the Client, (iii) is received by the Service Provider from a third party without obligation to restrict the dissemination of such information, provided that the Service Provider can confirm such receipt, or (iv) is disseminated by the Service Provider with the written permission of the Client.

5.4. The Service Provider, upon receipt, development or access to Confidential Information, shall refrain from disclosing and providing such Confidential Information (as well as from knowingly allowing access to it or creating the possibility of such access), directly or indirectly, to any third party.

5.5. The Service Provider undertakes not to use or attempt to use the Confidential Information for its own needs or at the request of the Client's competitors, as well as for any purpose that does not directly benefit the Client, or in any other way that may directly or indirectly cause damage or loss to the Client, or create the possibility of causing such damage or loss, if such use has not been authorized by the Client or is not required by law.

5.6. If the Service Provider becomes aware of improper use of Confidential Information by other persons, the Service Provider shall immediately notify the Client of such improper use, name the persons who allowed such improper use, as well as the facts and circumstances of such improper use.

5.7. The Service Provider undertakes, upon the Client's request, to return any information received from it within the time specified in the request. The same applies to any photocopies, copies, including electronic data storage media.

5.8. The Service Provider is obliged to destroy the Confidential Information and all copies thereof and to stop using the Confidential Information in any form and on any data storage media in case of termination of this Agreement regardless of the reasons or at the request of the Client. Also, to notify the Client of the fact of retention of any copies of Confidential Information, the volume, reasons for retention (for compliance with legal requirements or in case of automatic electronic backup procedures) and the period of their storage;

5.9. If the Confidential Information has been disclosed to the Service Provider prior to signing this Agreement, the Agreement shall be deemed to additionally confirm the oral agreement on the confidentiality of information and shall be valid from the moment of disclosure of the Confidential Information.

5.10. The Service Provider confirms that it has read the list of Confidential Information and agrees that it retains the sign of confidentiality even in the absence of a stamp, oral notice or other mark of confidentiality.

5.11. Confidentiality of Confidential Information may be additionally confirmed by a special stamp, mark, verbal warning or in any other way. However, the absence of such confirmation does not cancel or deprive the Confidential Information of the confidentiality feature.

5.12. The Service Provider undertakes to maintain the confidentiality of all information that has become known to it in connection with the provision of this Agreement to the Client during the entire term of this Agreement, and for another 5 (five) years after the expiration (termination) of the Agreement and/or termination of business relations with the Client, regardless of the method of termination of such relations.

## **ARTICLE 6. RESPONSIBILITY OF THE PARTIES**

6.1. The parties have agreed that for the Service Provider's violation ARTICLE 5. of this Agreement and the disclosure of Confidential Information in any way, the Service Provider shall pay to the Client a fine in the amount of 5 000 (five thousand) US dollars 00 cents within 5 (five) working days from the moment of receiving a demand for this from the Client in full.

This provision shall not deprive the Client of the right to claim damages in excess of the established penalty.

6.2. The Parties shall not be liable for breach of their obligations under this Agreement if it occurred through no fault of their own. The Party shall be considered innocent if it proves that it has taken all possible measures for the proper performance of the obligation.

6.3. The Parties shall not be released from liability for violations that occurred during the term of this Agreement after the expiration of the term for which it was concluded.

#### **ARTICLE 7. TERM OF VALIDITY. PROCEDURE OF EARLY TERMINATION**

7.1. This Agreement shall enter into force upon its signing by the Parties and is valid for 6 (six) months.

(a) The service duration extends from October 1, 2024, to May 1, 2025.

7.2. This Agreement may be terminated:

7.2.1. by mutual consent of the Parties of this Agreement;

7.2.2. by decision of the relevant court of law;

7.2.3. by unilateral withdrawal in order and in cases stipulated by this Agreement.

7.3. The Client may terminate this Agreement at any time by addressing in 30 business days prior written notice to the Service Provider.

After expiration of this 30 business day period upon sending such written notice this Agreement shall be considered terminated.

7.4. The Service Provider may terminate this Agreement at any time by sending written notice to the Client 30 business days prior to the intended date of termination.

After the expiration of 30 business days from the moment of sending such a notice, the Agreement will be considered terminated, in the event that the Client does not make a written claim regarding the performance of the Service Provider's obligations under this Agreement.

In the event of early termination of this Agreement, the work actually performed by the Service Provider shall be subject to payment.

7.5. If the Agreement is terminated the Client shall be obliged to remunerate the Service Provider according to the work performed, from the moment of issuance of the prior Invoice by the Service Provider.

#### **ARTICLE 8. COPYRIGHT**

8.1. If, as a result of the provision of the Services, the Service Provider creates or develops works, materials or other results of the provision of the Services, which have the nature of copyright works or related rights (including files and source codes) and the features of which are subject to copyright protection (hereinafter referred to as the "Works"), in such case the Service Provider shall have the following obligations to the Client:

8.2. The Service Provider undertakes to transfer to the Client the copyright to such Works, each time after the creation of the relevant Work, about which the Parties draw up the Work Acceptance Certificate, the date of signing of which is the date of transfer of the Work, and as part of the remuneration for the performance of the Services in the relevant calendar month during which the Work was created, namely

- recording and reproduction of the Work in whole or in part, in any form and by any means (including, in particular, hard disk, memory card, RAM, ROM, browsing, caching) using stationary and mobile computers (laptops), mobile devices, servers, databases and other terminal devices used by the Client.

8.3. The Parties shall draw up an Acceptance Certificate for the Work and exclusive intellectual property rights thereto (hereinafter referred to as the "Acceptance Certificate"). The Work and the Intellectual Property Rights thereto shall be deemed transferred to the Client after the Parties sign the Acceptance Certificate.

8.4. The Parties agreed that all exclusive intellectual property rights to the Work (hereinafter - the "Property Rights") after its creation and transfer under the Acceptance Act shall belong to the Client.

8.5. The Service Provider is prohibited from transferring the Work, the Proprietary Rights to it to anyone other than the Client. The proprietary rights to the Work shall belong exclusively to the Client.

8.6. Property rights are transferred to the Client in full and are valid for the entire term of their validity throughout the UK and abroad.

8.7. The Service Provider guarantees that there are no other authors of the Work created in accordance with the terms of this Agreement, except for him.

#### **ARTICLE 9. SETTLEMENT OF DISPUTES**

9.1. The provisions of this Agreement shall be governed by and interpreted in accordance with England and Wales Law and the parties submit to the exclusive jurisdiction of the English Courts. This Agreement shall be governed by the laws of England and Wales, without recourse to its conflict of laws rules.

Any and all disputes, claims or controversies arising out of or relating to this Agreement or any other agreement executed and delivered pursuant to this Agreement or the negotiation, validity or performance hereof and thereof or the transactions contemplated hereby and thereby that are not resolved by mutual agreement shall be resolved solely and exclusively by final and binding arbitration administered by the London Court of International Arbitration (LCIA) pursuant to its International Arbitration Rules then in effect.

9.3. For the avoidance of doubt of any kind, it is hereby specifically agreed that the provisions of this ARTICLE 9. (and any other rights and remedies of either Party in the event of any breach by the other Party of any of the terms or provisions of this Agreement) shall survive the termination of the Agreement.

#### **ARTICLE 10. OTHER CONDITIONS**

10.1. All Annexes to this Agreement, as well as additions and amendments, are valid, if executed in writing and signed by the Parties and shall be an integral part of this Agreement.

10.2. By signing this Agreement, the Parties voluntarily give their consent to each other to automated, as well as without the use of automation, processing (including collection, accumulation, storage, use, updating, systematization, clarification, depersonalization, distribution, destruction) of their personal data, namely full name, passport data, identification number, place of registration, contact information (telephone numbers, e-mail addresses, postal address), nature and content of activities, current (card account) number, as well as other personal data that became known as a result of cooperation and fulfillment of contractual obligations, for the purpose of processing - implementation of contractual relations related to this.

The Parties undertake to comply with the requirements of the legislation on the processing of personal data (to collect and process) in accordance with the requirements regulation in EU law on data protection and privacy in the European Union and the European Economic Area (General Data Protection Regulation - GDPR 2016/679).

For violation of the requirements for personal data processing, the affected Party has the right to compensation by the guilty Party for the losses incurred by the Party in connection with such violation.

10.3 All terms and conditions of this Agreement, as well as information received by the Parties in connection with its implementation are confidential information.

The procedure for the use of confidential information, as well as all other conditions related to this issue, the Parties have settled in Article 4 of this Agreement.

10.4. All rights and obligations under this Agreement may be transferred to third parties only on the basis of mutual written consent of the Parties.

10.5. The Parties undertake to inform each other of changes in their legal addresses and bank details as soon as reasonably practicable.

10.6 Any correspondence, transfer of documents and notifications under this Agreement may be carried out by the Parties by post and e-mail, in accordance with the addresses specified in Article 10 of this Agreement.

10.7. In the event that one or more provisions of this Agreement are declared illegal, invalid or unenforceable by a court having the appropriate authority, this Agreement shall remain in force, and it shall be deemed that such illegal, invalid or unenforceable provisions have never existed. At the same time, the Parties undertake to conduct and, in good faith, discuss and resolve the issue of making the necessary amendments and additions to this Agreement in order to reflect the original intentions of the Parties.

10.8 This Agreement is made in two original copies, one for each Party.

#### ARTICLE 11. REQUISITES AND SIGNATURES OF THE PARTIES:

<b>Client:</b> <b>PEOPLEFORCE LTD</b> Registered address: at 10 John Street, London, WC1N 2EB, United Kingdom Registry code: 12537808 E-mail: <a href="mailto:contact@peopleforce.io">contact@peopleforce.io</a> <b>Director</b> <b>Andrew Cetinic</b> 	<b>Service Provider:</b> <b>Speedshop KK</b> Registered at the address: 1-1-30-1 Hamatake, Chigasaki, Japan, 253-0021, E-mail: <a href="mailto:nate.berkopec@speedshop.co">nate.berkopec@speedshop.co</a> Telephone number: +88-090-8416-1631 <b>Director</b> <b>Nate Berkopec</b> 
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**September 09, 2024**

This Annex № 01 is made as part of the Service Agreement dated No. 01/10-24 dated September 09, 2024 (hereinafter referred to as the "Annex") between:

**Client – PEOPLEFORCE LTD**, legal entity incorporated in England and Wales with Company number 12537808 with its registered office at 10 John Street, London, WC1N 2EB, United Kingdom, represented by director Andrew Cetinic, on the one hand,  
and

**Service Provider - Speedshop KK**, registered at the address: 1-1-30-1 Hamatake, Chigasaki, Japan, 253-0021, on the other hand,

together, hereinafter referred to as the "**Parties**", or separately, "**Party**"

**SCOPE OF SERVICES**  
**(Statement of Work)**

1. The Parties agreed that the Service Provider shall provide the Client with the following services:

**1.1. Objectives:**

Enhance and maintain the performance and scalability of Ruby on Rails applications.

**Description of Services:**

1. Ruby on Rails Performance Monitoring and Roadmap Management:

Continuous oversight and strategic planning for the development and performance enhancement of Ruby on Rails applications.

2. Automated Alerts, Monitors, and Dashboards:

Implementation of automated systems to monitor Rails application performance, providing real-time feedback through alerts and visual dashboards.

3. Code Contributions ("Pull Requests"):

Submission of code changes aimed at resolving performance issues within the web application.

4. Pull Request Reviews:

Evaluation and approval of proposed code changes that pertain to application performance enhancements.

5. Communication Services:

Asynchronous chat and synchronous calls with Speedshop for immediate support and consultation.

**2. General Terms:**

**2.1. Outcomes.**

Monthly Performance Report:

A detailed written report delivered monthly, outlining the performance and scalability metrics of the application.

Work Limitation and Additional Services:

Services are capped at 15 hours per month. Any additional work required beyond the stipulated services will be billed at \$300 per hour, subject to mutual agreement on the scope and specifics of the additional work.

2.2. Detailed instructions on services listed in paragraph 1 of this Annex the Client may send by e-mail to the address of the Service Provider.

2.3. The Parties agreed that the Client can order other services by sending a request in writing and/or by concluding an Additional Agreement with the Service Provider to the Service Agreement dated No. 01/10-24 dated September 06, 2024.

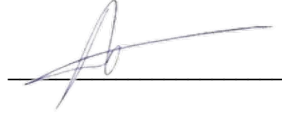
2.4. This Annex comes into force from the moment of signing by the Parties.

<b>Client:</b> <b>PEOPLEFORCE LTD</b>	<b>Service Provider:</b> Speedshop KK
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Registered address: at 10 John Street, London, WC1N  
2EB, United Kingdom  
Registry code: 12537808  
E-mail: [contact@peopleforce.io](mailto:contact@peopleforce.io)

**Director**

**Andrew Cetinic**



Registered at the address: 1-1-30-1 Hamatake, Chigasaki,  
Japan, 253-0021,  
E-mail: [nate.berkopec@speedshop.co](mailto:nate.berkopec@speedshop.co)  
Telephone number: +88-090-8416-1631

**Director**

**Nate Berkopec**

