

C22 Systems Ltd.

Vancouver, Canada

Consulting Services Agreement

PREPARED FOR

**BOCCI DESIGN & MANUFACTURING
INC.**

Vancouver, BC

PREPARED DATE

January 21, 2025

START DATE

February 10, 2025

1. Executive Summary

Bocci has engaged the Consultant to assess, recommend, and implement technology systems that support the company's growth while maintaining its commitment to being a lean, high-touch organization. The objective is to build a data foundation, implement CRM and support systems, and prepare the company to scale efficiently; with the long-term goal of successfully integrating AI capabilities.

Project Governance:

Executive Sponsor: Randy Bishop

Primary Point of Contact: Lana (General Manager)

Consultant Reporting: The Consultant shall report to Randy Bishop and Lana for day-to-day project direction and stakeholder coordination.

2. Areas of Focus

The Client acknowledges that this Engagement is structured as an iterative process. The following list represents the **initial priorities** for the first 3-month term. The Consultant and Client will work collaboratively to prioritize these items based on business value and technical feasibility. Items not completed within the Initial Term will be moved to the backlog for potential future engagement extensions.

The Consultant will provide technology consulting services including but not limited to:

Discovery & Assessment: Stakeholder interviews, current workflow documentation, data audit, technology stack evaluation, and gap analysis.

CRM Implementation: Evaluation, recommendation, and Lead implementation and configuration of CRM system for Dealer and E-Commerce sales channels, including NetSuite integration.

Support System Optimization: Assessment and implementation of support ticketing system with iterative FAQ/documentation workflows.

Data Architecture: Design and implementation of unified customer profile structure and data layer foundation.

Training & Documentation: Team training, change management, and creation of standard operating procedures.

The Consultant will work on-site at Bocci's premises on a full-time basis (40-50 hours per week), with flexibility for occasional remote work as mutually agreed.

3. Term and Extension

3.1 Term: This Agreement shall commence on **February 10, 2025** and continue for an initial term of three (3) months, ending on **May 9, 2025** (the "Initial Term").

3.2 Review & Extension: The parties acknowledge that the Initial Term is intended to establish the strategic foundation and core implementation. At least **thirty (30) days prior** to the conclusion of the Initial Term, the parties will meet to review the engagement and discuss extending the Agreement for additional periods (e.g., 6-month extension) to address advanced customization and ongoing support.

4. Commercial Terms

Monthly Fee: \$12,000 CAD per month, plus applicable GST (5%), for a total of \$12,600 CAD per month.

Product Credit: \$3,000 CAD per month in Bocci product credit at retail list price. This credit has no expiry date and accumulates over the term of the engagement.

Total Monthly Value: \$15,000 CAD (\$12,000 cash + \$3,000 product credit)

Payment Terms: Invoices will be submitted monthly and are due within fifteen (15) days of receipt.

5. Assumptions & Requirements

Software Costs: Bocci is responsible for all third-party software licensing costs directly (CRM, support tools, integrations, etc.).

Data Hygiene: The Consultant is responsible for the structure of the data. Bocci is responsible for the accuracy of legacy data and imports.

Access: Bocci will provide the Consultant with necessary system access, a dedicated workspace, and access to key stakeholders as required.

6. Standard Terms and Conditions

6.1 Independent Contractor The Consultant is an independent contractor and not an employee of the Client. The Consultant shall determine the method, details, and means of performing the Services. The Client shall not be responsible for withholding taxes with respect to the Consultant's compensation. The Consultant is responsible for all taxes, including GST remittance, income taxes, and any other statutory obligations.

6.2 Acceptance of Deliverables: Upon completion of a specific milestone or submission of a deliverable (e.g., CRM setup, Data Schema), the Client shall have a period of five (5) business days ("Testing Period") to review and test the deliverable. If the Client does not provide written notice of material defects or required corrections within the Testing Period, the deliverable shall be deemed accepted. Corrections requested after acceptance or outside the original scope will be billed as additional services.

6.3 Confidentiality Both parties agree to keep all proprietary information, trade secrets, and data obtained during the project ("Confidential Information") strictly confidential. Confidential

Information shall not be disclosed to any third party without prior written consent, except as required by law. This obligation survives termination of this Agreement.

6.4 Intellectual Property

Client Ownership: Upon full payment of all fees, the Client shall own all rights, title, and interest in the specific Deliverables created for the Client under this Agreement (e.g., specific system configurations, workflows, and documentation).

Consultant Ownership: The Consultant retains all rights to its pre-existing intellectual property, methodologies, code libraries, and general know-how ("Background IP") used to create the Deliverables. The Consultant grants the Client a perpetual, non-exclusive, royalty-free license to use such Background IP as part of the Deliverables.

6.5 Warranties & Limitation of Liability The Consultant warrants that services will be performed in a professional and workmanlike manner. EXCEPT FOR BREACHES OF CONFIDENTIALITY, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES. THE CONSULTANT'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY THE CLIENT TO THE CONSULTANT.

6.6 Term & Termination This Agreement commences on the Effective Date and continues until the Services are completed or the Agreement is terminated.

Termination by Consultant: The Consultant may terminate this Agreement for convenience with thirty (30) days' prior written notice. Upon such termination, the Client shall pay the Consultant for all Services performed up to the date of termination, and any accrued product credit shall remain valid.

Termination by Client: The Client may terminate this Agreement for convenience with fourteen (14) days' prior written notice. In the event of such termination, the Client shall pay the Consultant for all completed and unpaid work.

6.7 Governing Law This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia, Canada.

6.8 Third-Party Platforms The Services involve the use of third-party platforms (e.g., NetSuite, CRM systems, support tools). The Consultant is not responsible for service interruptions, data loss, or feature changes caused by these third-party providers, nor for any updates released by them that may require additional maintenance or scope adjustments.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last signed below.

Lana Dooling, General Manager, BOCCI DESIGN & MANUFACTURING INC.

Date: 2026-01-23

Signature: *Lana Dooling*

Connor Pundick, Principal Consultant, C22 Systems Ltd.

Date: 2026-01-22

Signature: *Connor Pundick*

Audit trail

Details

FILE NAME Bocci_Consulting_Services_Agreement - 1/22/26, 4:46 PM

STATUS ● Signed

STATUS TIMESTAMP
2026/01/23
21:18:24 UTC

Activity



SENT

connor@c22systems.com **sent** a signature request to:

- Lana Dooling (lana@bocci.com)
- Connor Pundick (connor@c22systems.com)

2026/01/23
00:46:24 UTC



SIGNED

Signed by Lana Dooling (lana@bocci.com)

2026/01/23
21:18:24 UTC



SIGNED

Signed by Connor Pundick (connor@c22systems.com)

2026/01/23
00:49:01 UTC



COMPLETED

This document has been signed by all signers and is **complete**

2026/01/23
21:18:24 UTC

The email address indicated above for each signer may be associated with a Google account, and may either be the primary email address or secondary email address associated with that account.