

MANAGEMENT AND CONSULTING AGREEMENT (UK)

This Management and Consulting Agreement is being made and entered into on _____, 2010, effective as of January 1, 2010 by and between **ClickSoftware Europe Limited**, a company organized under the laws of England, with its offices at The Priory, Stomp Road, Burnham Bucks, SL1 7LW, England, including its affiliates and subsidiaries (the "**Company**"), and [XXXXXXXXXXXX], a Cypriot private company with its offices at [XXXXXXXXXXXX] (the "**Consulting Company**") through which Dr. Moshe Benbassat (the "**Consultant**") will provide his services.

WHEREAS, the Consultant agrees to render the Consulting Services, as defined herein, through the Consulting Company and the Company agrees to retain the Consulting Services from the Consultant through the Consulting Company; and

WHEREAS, the parties hereto wish to regulate their relationship in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, the parties do hereby mutually agree as follows:

1. Independent Contractor; Indemnity.

- 1.1. No Employer - Employee Relations. The parties agree that there are no, and there will not be, any employer - employee relations between the Company and the Consultant or any of Consulting Company's employees. Consulting Company and all of its employees and consultants shall be deemed independent contractors of the Company for all intents and purposes hereunder. The termination of this Agreement (for any reason, whether lawful or unlawful) shall not constitute a dismissal by the Company of the Consultant or any other employee of the Consulting Company for any purpose.
- 1.2. No Partnership. Nothing in this Agreement shall be deemed to constitute a partnership between the Company and the Consulting Company.
- 1.3. Complete Consideration. The Monthly Fee and the Bonus (as such terms are defined below) constitute the sole and exclusive consideration which the Company and any of its affiliates shall be required to pay Consulting Company under this Agreement, and it includes any and all payments (other than reimbursement of expenses as specified below) to which Consulting Company and/or the Consultant may be entitled under this Agreement and applicable law.
- 1.4. Payments to Consultant. The Consulting Company shall be solely responsible and liable for all payment required to be made to the Consultant in relation to the provision of the Consulting Services and any other services provided by him to the Company.
- 1.5. Indemnification If, despite the parties' express representations and agreements hereunder, it shall, at any time, be determined by a court of competent jurisdiction that employer - employee relations exist between the Company and the Consultant in connection with this Agreement, and as a result of such decision the Consultant shall become entitled to rights and/or

payments resulting from the existence of such relations, Consulting Company and the Consultant, jointly and severally, undertake to indemnify the Company for any payment and expense actually paid or required to be paid by the Company in connection with such decision to the fullest extent permitted by law..

1.6. Tax Indemnification. The Consulting Company shall be fully responsible for and will indemnify the Company against:

1.6.1. any liability, assessment or claim made by any competent authority against the Company in respect of any income tax, national insurance, social security or similar contributions or any other taxation whatsoever, in each case relating to the provision of the Consulting Services (where such recovery is not prohibited by law). The Consulting Company will also indemnify the Company against all reasonable costs and expenses and any penalty, fine or interest accrued or payable by it in connection with or in consequence of any such liability, assessment or claim;

1.6.2. any liability for any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Consultant against the Company arising out of or in connection with the provision of the Consulting Services.

The above will be limited to the amounts actually received by the Consultant Company pursuant to this Agreement, plus reasonable legal expenses relating to any such claim.

1.7. Conflicts of Interest. The Consulting Company agrees and undertakes to inform the Company, immediately after becoming aware of any matter that may in any way raise a conflict of interest between the Consultant, the Consulting Company and the Company or any of its affiliates.

1.8. Not Managed Service Company. The Consulting Company warrants that it is not nor will it prior to the termination of this agreement become a Managed Service Company (within the meaning of section 61B, Income Tax (Earnings and Pensions) Act 2003).

2. Term; Termination.

2.1. Term. This Agreement shall commence on the date hereof effective as of January 1, 2010 and reflects understandings reached between the parties as of such date and shall continue subject to the provisions set out in Section 2.3 below until terminated by either party giving to the other not less than 90 days' notice in writing (the "**Term**").

2.2. Involuntary Termination. If Consulting Company's engagement with the Company terminates other than for "Cause" (as defined herein), and each of the Consulting Company and the Consultant complies with the provisions of

Section 7 below, then the Consulting Company shall be entitled to receive continuing payments of the Monthly Fee (less applicable withholding taxes, if any), as then in effect, for a period of twelve (12) months from the date of such termination, to be paid, in the Consulting Company's discretion (i) monthly in accordance with the Company's payment terms according to Section 4.1 below, or (ii) in a lump sum within thirty (30) days of such termination.

- 2.3. Termination for Cause. The Company may terminate this Agreement at any time without notice and without payment in lieu of notice and without payment of the amount specified in Section 2.2 above if the Consultant or the Consulting Company shall be guilty of an act or omission amounting to Cause. Any delay in exercising its rights under this Agreement (which are without prejudice to the Company's other rights at common law) shall not constitute a waiver for any reason or for any purposes unless expressly agreed otherwise in writing.
- 2.4. Cause. Any of the following events shall constitute "**Cause**" for the purposes of this Agreement:
 - 2.4.1. the Consulting Company or the Consultant commits any material breach of this Agreement that is not cured within thirty (30) days of receipt of notice from the Company;
 - 2.4.2. the Consultant is convicted of a criminal offence which carries moral turpitude;
 - 2.4.3. the Consulting Company or the Consultant is guilty of any fraud or dishonesty in connection with the Consulting Services;
 - 2.4.4. or
 - 2.4.5. the Consultant or any other person on his behalf alleges that the Consultant is an employee of the Company;
- 2.5. Transfer of Duties. In the event of termination of this Agreement for any reason whatsoever, the Consultant, if so requested by the Company, shall use its best efforts to effect an orderly transfer of its duties to its successor.
- 2.6. Delivery of Documents. Upon the termination of this Agreement for any reason or for no reason, or if the Company otherwise requests, the Consulting Company shall and shall procure that the Consultant shall: (i) return to the Company all tangible Confidential Information and copies thereof (regardless how such Confidential Information or copies are maintained), and (ii) deliver to the Company any property of the Company which may be in their possession, including, but not limited to, products, materials, memoranda, notes, records, reports, or other documents or photocopies of the same.
- 2.7. Sections 1, 6 and 7 of this Agreement will survive the termination.

3. Consulting Services.

- 3.1. Services. During the Term the Consulting Company shall be responsible for providing to the Company the services set out in **Exhibit A** hereto (the "**Consulting Services**") in a diligent, professional and faithful manner and the Consulting Company shall make the Consultant available for the performance of the Consulting Services. Consulting Company shall not be entitled to provide the Consulting Services or any part thereof through any person other than the Consultant without the prior written agreement of the Company.
- 3.2. Working Time. While the method of work shall be the Consultant's own, it is expected and envisaged by both parties that the Consultant shall devote a sufficient number of working time as needed to the provision of the Consulting Services, taking into account obligations of the Consultant with respect to any other company in the ClickSoftware group of companies.
- 3.3. Holiday. It is acknowledged that the Consultant is entitled to up to 26 days holiday per year multiplied by the percentage time devoted to providing the Consulting Services relative to the time devoted to providing services to its parent company, ClickSoftware Technologies Ltd (the "**Parent Company**")., and the Consulting Company shall keep the Company informed of when the Consultant intends to take such holiday. The amount of unutilized holiday days can be accumulated for a period of three (3) years. The Consulting Company shall ensure that the Company's interests are taken into account when granting permission to the Consultant to take such holiday.
- 3.4. Notice of Inability to Provide Services. The Consulting Company shall inform the Company as soon as is reasonably practicable if the Consultant is unable to provide the services due to sickness or injury. If the Consultant is unable to provide the services due to sickness or injury for a period exceeding 3 months in any calendar year, then the monthly fee shall be reduced pro-rata after the first 3 months in any given year.
- 3.5. Additional Obligations. The Consulting Company shall, and shall procure that the Consultant shall:
- 3.5.1. provide the Consulting Services with all due care, skill and ability; and
- 3.5.2. promptly give to the Company all such information and report as it may reasonably require in connection with matters relating to the provision of the Services or the business of the Company.
- 3.6. Best Endeavours. The Consulting Company shall use its best endeavours, and shall procure that the Consultant shall use his best endeavours to promote the interests of the Company. The Consultant shall be free to pursue other interests during the term of this Agreement, provided always that such other interests do not interfere with his ability to provide the Consulting Services, do not directly or indirectly compete with or are not detrimental to the interests of the Company and that he complies with his obligations under Sections 1.7 and 3.2 above. The Consultant shall keep the

Company informed of any position he holds at board level or equivalent during the term of this Agreement.

3.7. Health and Safety Procedures. The Consulting Company shall comply with and shall procure that the Consultant complies with the Company's health and safety procedures in force from time to time.

4. Compensation.

4.1 In consideration of the provision of the Consulting Services by the Consulting Company under this Agreement, the Company shall pay to Consulting Company a monthly fee of US \$37,500 plus VAT, if applicable, multiplied by the percentage time devoted to providing the Consulting Services relative to the time devoted to providing services to the Parent Company, as determined in good faith by the Company after consultation with the Consulting Company (the "**Monthly Fee**"). In order to remove doubt, the amount paid by the Parent Company in consideration for said services will be deducted from the Monthly Fee paid by the Company. The Board of Directors of the Company is authorized, upon the recommendation of the Board of Directors and Compensation Committee of the Parent Company, to change the monthly fee payable to the Consultant by an amount not exceeding ten percent (10%) in any calendar year. The Monthly Fee shall be payable (less applicable withholding taxes, if any) only upon receipt of an appropriate VAT invoice and, where such invoice is submitted in time, shall be paid not later than the 9th day of each month for the previous month.

4.2 Bonus. In addition to the Monthly Fee, the Consulting Company may earn an annual performance bonus which will not exceed 133% of the aggregate Monthly Fee paid during the relevant calendar year (the "**Bonus**"). The amount of the Bonus and the determination of the target milestones upon which the Bonus will be based will both be set by the Compensation Committee of the Parent Company, after consultation with the Consulting Company. The Bonus may be reviewed annually by the Compensation Committee of the Parent Company for possible changes in light of Consulting Company's performance, subject to required corporate approvals.

4.3 Temporary Reductions. The Consulting Company may at any time elect to waive its right to receive all or part of the amounts sets forth in this Section 4, provided however, that such amounts shall be returned to their stated levels upon request of the Consulting Company. Any amounts so waived shall not be refunded to the Consulting Company.

5 Reimbursement of Expenses. The Company will reimburse the Consulting Company for (i) reasonable travel, entertainment or other expenses, (ii) professional literature, magazines, conferences and events, and (iii) communication expenses (including, internet and landline for the Consultant's office and mobile phone) incurred by the Consultant in the furtherance of or in connection with the provision of the Consulting Services, provided they have been incurred in accordance with the Company's expense reimbursement policy as in effect from time to time, and subject to invoices submitted by the Consulting Company to the Company.

6 Confidential Information and Inventions.

6.1 Confidential Information

6.1.1. Consulting Company is aware that during the Term, and from the time it first came into contact with the Company, it may have had and/or may have access to, and has been and/or may be entrusted with, technical, proprietary, sales, legal, financial, and other data and information with respect to the affairs and business of the Company, and its affiliates, (as used in this Section 6, the Company will include also all its affiliates and subsidiaries) and including information received by Company from any third party subject to obligations of confidentiality towards said third party, all of which data and information, whether documentary, written, oral or computer generated, shall be deemed to be, and referred to as “**Proprietary Information**”, which, by way of illustration but not limitation, shall include trade and business secrets, processes, patents, improvements, ideas, inventions (whether reduced to practice or not), techniques, products, and technologies (actual or planned), financial statements, marketing plans, strategies, forecasts, customer and/or supplier lists and/or relations, research and development activities, formulae, data, know-how, designs, discoveries, models, vendors, computer hardware and software, drawings, operating procedures, pricing methods, marketing strategies, future plans, dealings and transactions, except for such information which, on the date of disclosure, is, or thereafter becomes, available in the public domain or is generally known in the industry through no fault on the part of Consulting Company.

Consulting Company agrees and declares that all Proprietary Information, patents and/or patent applications, copyrights and other intellectual property rights in connection therewith, are and shall remain the sole property of Company and its assigns.

6.1.2. Consulting Company shall keep, and at all times, during the Term and upon its expiration thereafter, Consulting Company shall keep, in confidence and trust all Proprietary Information, and any part thereof, and will not use or disclose and/or make available, directly or indirectly, to any third party any Proprietary Information without the prior written consent of Company, except and to the extent as may be necessary in the ordinary course of performing Consulting Company's duties pertaining to the Company and except and to the extent as may be required under any applicable law, regulation, judicial

6.1.3. Consulting Company acknowledges that any breach by him of his obligations pursuant to this Section 6.1.3 would cause substantial damage for which the Company shall hold him liable.

6.2 Inventions

- 6.2.1. Consulting Company agrees to promptly and from time to time fully inform and disclose to Company all inventions, designs, improvements and discoveries which Consulting Company now has or may have during the Term which are the result of or stem from the Consulting Services or the Company's actual and/or planned activities or performed by Company, whether conceived by Consulting Company alone or with others and whether or not conceived during regular working hours ("**Inventions**").
- 6.2.2. All Inventions, and any and all rights, interests and title therein, shall be the exclusive property of Company and Consulting Company shall not be entitled, and hereby waives now and/or in the future, any claim to any right, compensation and/or reward in connection therewith, , including under Section 134 of the Israeli Patent Law- 1967, as amended from time to time.
- 6.2.3. In the event that by operation of law, any Invention shall be deemed Consulting Company's, the Consulting Company hereby assigns and shall in the future take all the requisite steps (including by way of illustration only, signing all appropriate documents) to assign to Company and/or its designee any and all of his foregoing rights, titles and interests, on a worldwide basis and hereby further acknowledges and shall in the future acknowledge Company's full and exclusive ownership in all such Inventions. To the extent necessary, Consulting Company shall, during the Term or at any time thereafter, execute all documents and take all steps necessary to effectuate the assignment to Company and/or its designee and/or to assist Company to obtain the exclusive and absolute rights, title and interests in and to all Inventions, whether by the registration of patent, trade mark, trade secret, copyright, and/or any other applicable legal protection, and to protect same against infringement by any third party.

7. Non-compete. The Consulting Company acknowledges that the nature of the Company's and its affiliates' business is such that if Consulting Company were to become engaged by, or substantially involved in, the business of a competitor of the Company or the any such subsidiaries following the termination of the Consulting Company engagement with the Company, it would be very difficult for the Consulting Company not to rely on or use the Company's or the subsidiaries' trade secrets and confidential information and thereby unfairly compete with the Company. Further, the Company wishes to protect the stability of its workforce. To that end, the Consulting Company agrees that the following provisions are reasonable in scope and nature to achieve the Company's legitimate business aims set out above. Without prejudice to any other remedy available to the Company at common law, upon any breach of this section, all severance payments pursuant to this Agreement shall immediately cease.

7.1. In this Section 7:

"Capacity" means as agent, consultant, director, employee, owner, shareholder or in any other capacity;

"Customer" means any person, firm, company or entity who or which at any time during the Relevant Period (i) was provided with goods or services by the Company; or (ii) was in the habit of dealing with the Company, other than in a de minimis way, and about whom or which the Consulting Company or the Consultant has confidential information; and in each case with whom or which the Consulting Company or the Consultant had material dealings at any time during the Relevant Period;

"Key Employee" means any person who immediately prior to the Termination Date was employed or engaged by the Company who could materially damage the interests of the Company if they were involved in any Capacity in any business which competes with any Restricted Business, and with whom the Consulting Company or the Consultant had personal dealings during the Relevant Period;

"Prospective Customer" means any person, firm, company or entity to whom or which, during the period of six months prior to the Termination Date, the Company had submitted a tender, made a pitch or presentation or with whom or which it was otherwise negotiating for the supply of goods or services and with whom or which the Consulting Company or the Consultant, or any person who reported directly to the Consulting Company or the Consultant, had material dealings at any time during the Relevant Period;

"Relevant Period" means the period of 12 months ending on the Termination Date;

"Restricted Business" means those parts of the business of the Company with which the Consulting Company or the Consultant were involved to a material extent during the Relevant Period;

"Supplier" means any person, firm, company or entity who or which was at any time during the Relevant Period a supplier of services or goods (other than utilities and goods or services supplied for administrative purposes) to the Company and with whom or which the Consulting Company or the Consultant, or any person who reported directly to the Consulting Company or the Consultant, had material dealings during the Relevant Period; and

"Termination Date" means the date on which this Agreement terminates.

7.2. The Consulting Company covenants with the Company that it will not, and shall procure that the Consultant will not, directly or indirectly, on its or his own behalf or on behalf of or in conjunction with any firm, company or person:

7.2.1. for twelve months following the Termination Date be engaged, concerned or involved in any Capacity with any

- business which is (or intends to be) in competition with any Restricted Business;
- 7.2.2. for twelve months following the Termination Date solicit or endeavour to entice away from the Company the business or custom of a Customer or Prospective Customer with a view to providing goods or services to that Customer in competition with any Restricted Business or otherwise induce, solicit or entice or endeavour to induce, solicit or entice any Customer to cease conducting, or reduce the amount of, business with the Company or discourage or prevent any Prospective Customer from conducting business with the Company;
 - 7.2.3. for twelve months following the Termination Date be involved with the provision of goods or services to, or otherwise have any business dealings with, any Customer or Prospective Customer in the course of any business which is in competition with any Restricted Business;
 - 7.2.4. for twelve months following the Termination Date solicit or endeavour to entice away from the Company the business or custom of any Supplier in the course of any business which is in competition with any Restricted Business;
 - 7.2.5. for twelve months following the Termination Date be involved with the receipt of goods or services from any Supplier where such receipt would adversely affect the ability or willingness of the Supplier to meet the requirements of the Company;
 - 7.2.6. for twelve months following the Termination Date offer to employ or engage or otherwise endeavour to entice away from the Company any Key Employee (whether or not such person would breach their contract of employment or engagement);
 - 7.2.7. for twelve months following the Termination Date employ or engage or facilitate the employment or engagement of any Key Employee (whether or not such person would breach their contract of employment or engagement);
 - 7.2.8. at any time after the Termination Date represent itself or himself as being in any way connected with (other than as a former contractor), or interested in the business of the Company or use any registered names or trading names associated with the Company.
- 7.3. None of the restrictions in Section 7.2 above shall prevent the Consulting Company from:
- 7.3.1. holding up to 5% of the issued share capital of a company; or
 - 7.3.2. being engaged or concerned in any business insofar as its duties or work relate solely to geographical areas where that business is not in competition with any Restricted Business;
- or

7.3.3. being engaged or concerned in any business insofar as its duties or work relate solely to services or activities of a kind with which it was not concerned to a material extent during the Relevant Period.

7.4. Each of the restrictions contained in this Section 7 is intended to be separate and severable and while they are considered by the parties to be reasonable in all the circumstances, it is agreed that if any one or more of such restrictions is held to go beyond what is reasonable in all the circumstances for the protection of the legitimate interests of the Company but would be valid if any particular restriction(s) were deleted or some part or parts of its or their wording were deleted, restricted or limited then such restriction(s) shall apply with such deletions, restrictions or limitations as the case may be.

8. Representations by the Consultant and Consultant Company. The Consulting Company represents and warrants to the Company that the execution and delivery of this Agreement and the fulfillment of the terms hereof: (i) will not constitute a default under or conflict with any agreement or other instrument to which it is a party or by which it is bound, and (ii) do not require the consent of any person or entity, and the Consultancy Company further warrants and represents that it is not aware of any such restriction binding the Consultant. The Consulting Company further represents and warrants that it is not a UK resident for tax purposes.
9. Assignment. This Agreement may not be assigned by any of the parties hereto, and may not be amended or modified, except by the written consent of both parties hereto, except to the Consultant or another Company wholly-owned by the Consulting Company or to the Consultant. This Agreement will be binding upon and inure to the benefit of any successor or permitted assigns of the Company and the Consulting Company. Any such successor of the Company will be deemed substituted for the Company under the terms of this Agreement for all purposes. For this purpose, "successor" means any person, firm, corporation or other business entity which at any time, whether by purchase, merger or otherwise, directly or indirectly acquires all or substantially all of the assets or business of the Company. None of the rights of the Consulting Company to receive any form of compensation payable pursuant to this Agreement may be assigned or transferred except to the Consultant or another company wholly-owned by the Consulting Company or to the Consultant or the Consultant's family members.
10. Data Protection: The Consulting Company shall procure that the Consultant consents to the Company processing both electronically and manually any data which relates to the Consultant for legal, personnel, administrative and management purposes and in particular to the processing of "sensitive personal data" (as defined in the Data Protection Act 1998). The Consulting Company shall also procure that the Consultant consents to the transfer of such personal data (including sensitive personal data) to other offices the Company may have (or to any subsidiary or holding company of the Company) or to other third parties (including those who provide products or services to the Company), regulatory authorities, governmental or quasi-governmental organisations and potential purchasers of the Company (or part of the Company) whether or not in the European Economic Area (and whether or not the country or territory in question maintains adequate data protection standards), for

administration purposes and other purposes in connection with this agreement or where it is necessary or desirable for the Company to do so.

11. Miscellaneous. This Agreement constitutes the entire agreement between the parties with respect to the matters referred to herein and any and all previous agreements, are hereby terminated and shall have no further force or effect. This Agreement shall be governed by the laws of the England and the courts of England shall have exclusive jurisdiction over the parties. No failure or delay on the part of any party hereto in exercising any right, power or remedy hereunder shall operate as a waiver thereof. Headings to Sections herein are for the convenience of the parties only, and are not intended to be or to affect the meaning or interpretation of this Agreement. In the event that any covenant, condition or other provision contained in this Agreement is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder thereof, and shall in no way affect, impair or invalidate any other covenant, condition or other provision therein contained. If such condition, covenant or other provisions shall be deemed invalid due to its scope or breadth, such covenant, condition or other provision shall be deemed valid to the extent permitted by law. All notices required to be delivered under this Agreement shall be effective only if in writing and shall be deemed given when received by the party to whom notice is required to be given and shall be delivered personally, or by registered mail to the addresses set forth above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ClickSoftware Europe Limited

[XXXXXXXXXXXX]

Exhibit A
to Consulting Agreement by and between
ClickSoftware Europe Limited and [XXXXXXXXXXXX]

To provide (through its nominee, the Consultant) to the Company and other companies in the ClickSoftware group of companies (other than the Company's parent company, ClickSoftware Technologies Ltd.) business and professional services in the performance of its duties, consistent with Consultant's position and skills, as shall reasonably be assigned by the Company's Board of Directors.