



Services Agreement

For the provision of XXX
[“Services”]

By and between CDS Support
Ltd and [Customer]

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SERVICES AGREEMENT

This AGREEMENT is made and entered into effective as of this day of by and between

- (1) CDS Support Ltd (Company No.10459658) whose registered office is at The Bramery, Alstone Lane, Cheltenham, GL51 8HE. Trading as CDS Defence & Security (hereinafter referred to as “CDS DS”) and
- (2) **XXXXXX** (Company No. **XXXXXX**) whose registered office is situated at **XXXXXX** (hereinafter referred to as “CUSTOMER”)

WHEREAS:

- (1) CUSTOMER wishes to have **XXXXXX** services provided in connection with CUSTOMER'S **XXXXXX** (the “SERVICES” as hereinafter defined); and
- (2) CDS DS represents that it has the appropriate expertise, skills and resources to provide, and is willing to provide, the SERVICES in accordance with the terms and provisions of this AGREEMENT.

NOW THEREFORE IN CONSIDERATION OF the mutual promises hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CUSTOMER and CDS DS agree as follows: -

1 DEFINITIONS

The following terms and expressions shall have the meaning respectively assigned to them in this clause.

- 1.1 “AFFILIATE” shall mean any subsidiary or parent company of any company or any other subsidiary of such parent company. For the purpose of this definition, “subsidiary” and “parent company” shall have the meaning respectively assigned to them under Section 1161 (5), Companies Act, 2006, as amended by Section 144, Companies Act, 1989.
- 1.2 “AGREEMENT” shall mean this AGREEMENT, as originally executed or as may be formally amended by an instrument in writing signed by both PARTIES and specifically referring to this AGREEMENT.
- 1.3 “BACKGROUND IP” shall mean Intellectual Property in the ownership of CDS DS at the Effective Date.
- 1.4 “COMMENCEMENT DATE” means the start date of **XXXXXX**.
- 1.5 “FOREGROUND IP” shall mean all and any Intellectual Property acquired, generated or derived by CDS DS in the course of providing the Services to the CUSTOMER.
- 1.6 “Intellectual Property” shall mean inventions and discoveries (whether patentable or not) and other forms of intellectual property (including but not limited to all patents or applications for patents, trademarks and trade names (whether registered or unregistered) copyrights and designs (whether registered or unregistered) and all know-how).
- 1.7 “PARTY” shall mean either CUSTOMER or CDS DS as the context may require and “PARTIES” shall mean CUSTOMER and CDS DS.

- 1.8 "STATEMENT OF WORK" shall mean the statement of work for the SERVICES set out in Schedule 1 and any subsequent statements of work substantially in the form of Schedule 1 agreed to between the PARTIES in writing from time to time and made a part of this AGREEMENT. All STATEMENTS OF WORK shall be deemed incorporated herein by reference.
- 1.9 "SERVICES" shall mean the services to be provided by CDS DS under this AGREEMENT to the CUSTOMER as outlined in the applicable STATEMENT OF WORK and Schedule 2 CDS DS Services.
- 1.10 "TERM" means the period of **XXXX** years beginning on the Commencement Date.

2 SERVICES

- 2.1 CDS DS shall provide the SERVICES as set out in Schedule 2 to this AGREEMENT and in accordance with **clause 4**, or as otherwise notified by the CUSTOMER to CDS DS from time to time and in accordance with the terms of this AGREEMENT.

3 DURATION OF AGREEMENT

- 3.1 The PARTIES hereby agree that this AGREEMENT shall commence on the COMMENCEMENT DATE and shall continue for the TERM, unless terminated earlier pursuant to **clause 14**. The initial TERM may be extended for rolling periods of 12 (twelve) months upon the mutual written AGREEMENT of the PARTIES.

4 CDS DS OBLIGATIONS

- 4.1 CDS DS will provide and perform the SERVICES:
- 4.1.1 in accordance with this AGREEMENT;
 - 4.1.2 with due care and diligence and with the skill to be reasonably expected of an experienced provider in the type of services to be provided and performed under this AGREEMENT; and
 - 4.1.3 in compliance with all applicable legal obligations.
- 4.2 For the avoidance of doubt, CDS DS shall comply with any timescales or key dates identified in the applicable STATEMENT OF WORK.
- 4.3 Save as expressly provided in the foregoing provisions of **sub clause 4.1**, all other warranties relating to the SERVICES, (whether expressed or implied by law, custom or otherwise) are excluded to the fullest extent permitted by law.

5 CUSTOMER OBLIGATIONS

- 5.1 The CUSTOMER will:
- 5.1.1 ensure that its employees, contractors and third parties provide such co-operation to CDS DS as it may require to enable it to perform the Services; and
 - 5.1.2 upon reasonable request from CDS DS, promptly provide CDS DS with the CUSTOMER Inputs and any documents or information as CDS DS may reasonably request for the proper performance of its obligations under the Contract and the CUSTOMER shall ensure that all such access is accurate in all material respects.
- 5.2 To the extent that the CUSTOMER does not comply with **sub clause 5.1**, CDS DS may adjust the schedule and/or make reasonable charges for any additional costs and expenses reasonably incurred by CDS DS arising out of such failure.
- 5.3 CDS DS shall not have any liability in respect of any failure or delay in CDS DS performing its obligations to the extent that and for so long as this is due to the failure or delay by the CUSTOMER in performing (or procuring to be performed) any of its obligations under the Contract.
- 5.4 Where the applicable regulations or other legal requirements relating to the performance of the Services change from those which are in force at the Commencement Date the CUSTOMER must, in good faith, agree to any changes required and/or recommended by CDS DS to the Services in order to allow CDS DS to comply with the changes in applicable regulations and legal requirements. CDS DS shall be entitled to revise the Charges to account for any additional costs reasonably incurred by CDS DS in complying with the changes in applicable regulations and legal requirements.

6 PREMISES

- 6.1 The CUSTOMER will allow (or obtain permission for) CDS DS and any of its employees, agents or sub-contractors to have such access to its premises as may be necessary for CDS DS to perform the Services and must ensure that such premises are safe for such people.
- 6.2 The CUSTOMER will provide (or obtain the provision of) free of charge appropriate accommodation, heating, air conditioning, electrical, telephone lines, office furniture and equipment and other facilities reasonably required by CDS DS, its employees, agents and sub-contractors to perform the Services unless otherwise agreed in the Statement of Work.
- 6.3 CDS DS will ensure that its employees, agents and sub-contractors shall comply with any reasonable rules or requirements that may apply at the CUSTOMER's premises and for which CDS DS has been notified.

7 ASSIGNMENT AND SUB-CONTRACTING

- 7.1 Neither PARTY shall assign this AGREEMENT or any part of it or any benefit or interest in or under it to any person whatsoever without the prior written consent of the other PARTY, and such consent shall not be unreasonably withheld or delayed.
- 7.2 CDS DS may sub-contract its obligations to deliver the Solutions under this AGREEMENT.
- 7.3 CDS DS shall be responsible for all work, acts, omissions and defaults of any PARTY to whom any part of the SERVICES is sub-contracted by CDS DS as if they were work, acts, omissions or defaults of CDS DS.

8 FORCE MAJEURE

- 8.1 Neither PARTY shall be liable to the other PARTY for any failure or delay in the performance of any of its obligations under this AGREEMENT if and to the extent such failure or delay arises from any cause or circumstances outside the reasonable control and without the fault or negligence of such PARTY and which, by the exercise of reasonable diligence the said PARTY is unable to provide against.
- 8.2 Subject to and without limiting the provisions of **sub clause 8.1**, examples of the causes and circumstances referred to therein include, but are not limited to, war, hostilities, lock-outs, epidemics or pandemics, official industrial action, acts of government, terrorism, flood and any natural disaster.

9 OWNERSHIP AND RIGHTS OF USE

- 9.1 Legal and beneficial title to all BACKGROUND IP shall belong to and remain vested in CDS DS (or, where appropriate, in a third party licensor). In consideration of the fees due under this AGREEMENT, CDS DS grants to CUSTOMER a perpetual, royalty-free, non-exclusive, non-transferable, irrevocable licence to use the BACKGROUND IP solely for CUSTOMER's internal business purposes and in connection with the receipt of the Services under this AGREEMENT. Maintenance or support of such software or third party licensed property shall be subject to, and contingent on, separate licencing AGREEMENT between the PARTIES.
- 9.2 All FOREGROUND IP shall vest in and be owned absolutely by CUSTOMER upon full payment by CUSTOMER of all undisputed monies due and owing under this AGREEMENT
- 9.3 In consideration of the payment of all sums owing under this AGREEMENT by CUSTOMER to CDS DS, CDS DS assigns and where practicable shall procure the assignment to CUSTOMER of all FOREGROUND IP.
- 9.4 CUSTOMER grants to CDS DS a non-exclusive, irrevocable, royalty-free licence to use CUSTOMER trademarks and logos and any other materials supplied by CUSTOMER during the Term for the purposes of providing the SERVICES.

- 9.5 CUSTOMER acknowledges that any BACKGROUND IP shall be licensed to CUSTOMER only for use in connection with this AGREEMENT. Under no circumstances shall such licence include any licence or right of access in relation to any source code of such programs except as may be agreed in writing with CDS DS. The IP in such source code shall remain the property of CDS DS or the relevant third party owner as the case may be. CUSTOMER shall not be entitled (save to the extent permitted by law) to copy, adapt, reverse compile, decode or otherwise translate any such program.
- 9.6 Each PARTY at their respective expense shall do all further acts and deeds and execute all such further documents and instruments as may from time to time be required to give effect to the ownership or licence of IP as envisaged by this **clause 9**.
- 9.7 CUSTOMER shall retain all rights of title to, copyright in and ownership of all items provided to CDS DS under this AGREEMENT.
- 9.8 CDS DS acknowledges and agrees that no work done or method employed by it in the provision and performance of the SERVICES or any item provided by it as part thereof or as a result thereof or any use made by CUSTOMER or any of its AFFILIATES of any such item provided by CDS DS under this AGREEMENT shall infringe any third party intellectual property right protected by law, including without limitation any letters patent, registered design, trade mark, copyright or design right.

10 CONFIDENTIALITY

- 10.1 Each PARTY (the "RECEIVING PARTY") shall treat as confidential any information it acquires from or which is provided to it under or in connection with this AGREEMENT by the other PARTY (the "DISCLOSING PARTY") which is identified by the DISCLOSING PARTY as confidential or which by its very nature is confidential and during a period of five years from the date of this AGREEMENT shall not disclose to, place at the disposal of or use for the benefit of or on behalf of any third party or enable any third party to use, peruse or copy such confidential information or any part thereof without the prior specific written consent of the DISCLOSING PARTY.
- 10.2 CDS DS shall not use the Confidential Information of the CUSTOMER for any purpose other than the execution of the SERVICES.
- 10.3 The provisions of **sub clause 10.1** shall not apply to information which
- 10.3.1 prior to it being acquired hereunder is part of the public domain or at any time thereafter becomes part of the public domain other than as a result of breach by the RECEIVING PARTY of its confidentiality obligations under this **clause 10**; or
 - 10.3.2 was independently received by the RECEIVING PARTY from a third party whose possession is lawful and who has the full right to disclose and who did not receive it either directly or indirectly from the DISCLOSING PARTY or any of its AFFILIATES; or
 - 10.3.3 was developed independently by employees of the RECEIVING PARTY without the benefit of the Confidential Information supplied by the DISCLOSING PARTY; or

- 10.3.4 was known to the RECEIVING PARTY prior to receipt of Confidential Information of the DISCLOSING PARTY, as evidenced by reasonable written records; or
- 10.3.5 is required to be disclosed in order to comply with the requirements of any court order or any law, rule or regulation of any governmental body having jurisdiction or of any relevant stock exchange, provided the RECEIVING PARTY first gives reasonable advance notice to the DISCLOSING PARTY and reasonably cooperates with the DISCLOSING PARTY to secure confidential protection of such Confidential Information.

11 DATA PROTECTION

- 11.1 Both PARTIES undertake to comply with the Data Protection Regulations 2018 in connection with the performance of their obligations and the instructions given pursuant to the AGREEMENT. The CUSTOMER further undertakes to ensure that it complies with the Data Protection Regulations 2018 in such a way as to enable CDS DS to perform its obligations under the AGREEMENT.
- 11.2 For the purposes of this AGREEMENT, the terms "Data", "Personal Data", "Sensitive Personal Data", "Data Processor" and "Data Controller" shall have the meaning set out in the Data Protection Regulations 2018.
- 11.3 CDS DS acknowledges that under the terms of the AGREEMENT:
 - 11.3.1 it acts as a Data Processor appointed by the CUSTOMER who is a Data Controller; and
 - 11.3.2 the Data to which it has access may contain Personal Data including potentially Sensitive Personal Data.
- 11.4 CDS DS must:
 - 11.4.1 only process the Personal Data in accordance with the instructions from the CUSTOMER and which hereby generally instructs CDS DS to process the Personal Data to the extent reasonably required to perform the SERVICES;
 - 11.4.2 take such appropriate technical and organisational measures to protect against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to the Personal Data as agreed with the CUSTOMER from time to time. The CUSTOMER acknowledges that, as at the COMMENCEMENT DATE, CDS DS has in place appropriate technical and organisational measures.
 - 11.4.3 require a third party to enter into a written contract containing equivalent terms to those set out in this **clause 11** if CDS DS appoints any third party, such as a sub-contractor or other agent, contractor or professional adviser to which Personal Data will be disclosed to enable the third party to perform its appointment;
 - 11.4.4 not process Personal Data outside of the European Economic Area (or any country deemed adequate by the Commission pursuant to the requirements of the legislation) without the prior written consent of the CUSTOMER; and

- 11.4.5 co-operate so far as is reasonable with the CUSTOMER in complying with any subject access request (to which the CUSTOMER is responsible for responding) and/or responding to any enquiry made, or investigation or assessment of processing initiated by the Information Commissioner in respect of the Personal Data. CDS DS will be entitled to recover its reasonable costs and expenses of providing such assistance. The PARTIES acknowledge that “reasonable” when used in this context is not to be construed by reference to the fee which the CUSTOMER is entitled to charge a data subject as prescribed by the 2018 Regulations. The PARTIES recognise that any prescribed subject access charges bear no correlation to the actual costs and expenses which may be incurred by CDS DS in responding to a subject access request or other enquiry, investigation or assessment.
- 11.5 Following termination of the AGREEMENT, CDS DS may process the Personal Data only for so long as is required or as may be necessary for the purpose of defending any legal proceedings that may be brought against CDS DS by any person or body in relation to the AGREEMENT or as is required by law or any regulatory body or recommended by any relevant code of practice. Subject to the expiry of any relevant limitation period, any period required by law or a regulatory body or recommended by any relevant code of practice, CDS DS will not retain any copy, abstract, précis or summary of any Personal Data and will destroy its records and documentation accordingly on the expiry of such period.
- 11.6 The Customer indemnifies, and shall continue to indemnify and hold harmless CDS DS, from and against all third party actions, claims and demands (and any related costs and expenses) arising from or incurred by reason of the processing by CDS DS of Personal Data in accordance with this **clause 11** whilst providing the Services, unless CDS DS has breached its legal obligations.

12 REMUNERATION, INVOICING AND PAYMENT

- 12.1 In consideration of the performance CDS DS’ obligations under this AGREEMENT by CDS DS, the CUSTOMER shall pay the charges in accordance with Schedule 2 CDS DS Services and the agreed payment profile in Schedule 3 Payments.
- 12.2 Unless otherwise agreed between the parties in writing and documented in Schedule 2 CDS DS Services and/or Schedule 3 Payments, CDS DS will invoice the CUSTOMER monthly in arrears in respect of the charges and the expenses.
- 12.3 The amount of each correctly raised invoice shall become due for payment within 30 days from the date on the invoice.
- 12.4 All sums that become due for payment to CDS DS under this AGREEMENT are exclusive of Value Added Tax which shall be payable by CUSTOMER to CDS DS, where applicable, at the rate and in the manner prescribed by law from time to time as an addition to such sums.
- 12.5 If any bona fide undisputed amount payable to CDS DS by CUSTOMER under this AGREEMENT is left outstanding beyond the due date for payment, CDS DS may, without prejudice to its other rights, charge interest pursuant to the Late Payments of Commercial Debts (Interest) Act 1998. In addition, should CDS DS incur any costs in collecting payment of an overdue account, all such costs will be charged to CUSTOMER, who will not have discharged their liability to CDS DS until such costs are paid.

13 VARIATIONS

- 13.1 Where either PARTY proposes a contract variation, this shall be specified in writing in accordance with a procedure to be agreed between the PARTIES.
- 13.2 CDS DS shall be entitled to vary the charges in the event that the CUSTOMER requests a variation to the scope from that set out in Schedule 1 (Statement of Work) and Schedule 2 (CDS DS Services). CDS DS will inform the CUSTOMER in writing of the new charges within 15 days of a request by the CUSTOMER to vary the Services.

14 TERMINATION

- 14.1 CUSTOMER and CDS DS shall each have the right by giving notice in writing to the other PARTY to terminate all or any part of the SERVICES or this AGREEMENT at such time or times as the notifying PARTY may consider necessary for any of the following reasons: -
- 14.1.1 PARTY commits a breach of the AGREEMENT which is not capable of remedy, or commits a breach of the AGREEMENT that is capable of remedy and fails to remedy it within thirty (30) days of receipt of notice of the breach requiring it to be remedied;
- 14.1.2 PARTY persistently repeats any breach of the AGREEMENT where this amounts to a material breach of the AGREEMENT as a whole;
- 14.1.3 PARTY fails to pay any sums due to the other within thirty (30) days of the dates on which any sums are due; or
- 14.1.4 in the event of the other PARTY becoming bankrupt or making a composition or arrangement with its creditors or a winding-up order of the other PARTY being made (except for the purposes of amalgamation or reconstruction while solvent), a resolution for its voluntary winding-up passed or a provisional Liquidator, Receiver, Administrator or Manager of its business or undertaking appointed or presenting a petition or having a petition presented applying for an administration order to be made pursuant to Section 9 of the Insolvency Act 1986.
- 14.1.5 PARTY is guilty of conduct which in the opinion of the other PARTY brings (or is likely to bring) CDS DS or the CUSTOMER into disrepute.
- 14.2 On termination of the AGREEMENT:
- 14.2.1 CDS DS may immediately to cease to perform the Services; and
- 14.2.2 the CUSTOMER shall have no continuing rights or interests in any assets, licences, people or any other matter used to perform the Services unless the AGREEMENT expressly states otherwise; and
- 14.2.3 the CUSTOMER shall return to CDS DS any of CDS DS' Confidential Information, property or materials that are in its possession or control; and

14.2.4 CDS DS will issue an invoice for any charges and other sums which it has not invoiced and which relate to activities which occurred prior to the date of termination; and

14.2.5 if CDS DS has terminated the Contract due to the occurrence of any of the events set out in **sub clause 14.1**, all charges and other sums payable for the Contract Term shall become immediately due and payable by the CUSTOMER.

15 LIMITATION OF LIABILITY

15.1 Nothing contained in this AGREEMENT shall exclude or limit the liability of either PARTY for death or personal injury resulting from its negligence or the negligence of its employees, its agents and/or sub-contractors.

15.2 Subject always to the provisions of **sub clause 15.1** the aggregate liability of either PARTY, howsoever arising out of or in connection with this AGREEMENT (whether in contract, tort or otherwise at law) in respect of direct loss or damage to the tangible property of the other PARTY howsoever caused shall be limited to £1,000,000 (one million pounds sterling) per occurrence or series of occurrences arising from a common cause.

15.3 Without prejudice to the provisions of **sub clauses 15.1** and **15.2** but subject always to the provisions of **sub clause 15.4** the aggregate liability of either PARTY to the other PARTY, howsoever arising out of or in connection with this AGREEMENT (whether in contract, tort or otherwise at law), shall to the maximum extent permitted by law be limited in respect of each claim or series of claims arising from the same cause to (i) 150% of the annual total remuneration for the SERVICES payable to CDS DS under this AGREEMENT, or (ii) £300,000 (two hundred thousand pounds sterling), whichever is the greater amount.

15.4 Except only for any such liability arising from breach of sub clause 9.8 and/or clause 10, in no event will either PARTY be liable to the other PARTY (whether in contract, tort or otherwise at law) for any business interruption, loss of profits, loss of contracts, loss of revenue, loss of goodwill, loss of anticipated savings or any special, indirect or consequential loss (whether or not foreseeable), suffered or incurred by the other PARTY, howsoever arising out of or in connection with the SERVICES or the provision thereof or this AGREEMENT.

15.5 CDS DS shall hold the CUSTOMER harmless and shall indemnify the CUSTOMER from and against any loss, cost or expense, including reasonable legal fees, court fees and associated expenses, judgements or fees ("Claim(s)") related to CDS DS's breach of **sub clauses 9.8** or **clause 10**; provided that CDS DS shall have control of any negotiation, defence and/or settlement of any Claim, the CUSTOMER provides prompt notice of any Claim(s) and accordingly the CUSTOMER undertakes not to prejudice the defence of any Claim(s)

16 GENERAL LEGAL PROVISIONS

16.1 Nothing contained in this AGREEMENT shall be construed as creating a joint venture, a legal partnership, or a relationship of principal and agent between the CUSTOMER and CDS DS.

- 16.2 In the event that any one or more of the provisions contained in this AGREEMENT shall, for any reason, be held by any competent authority to be invalid, illegal or unenforceable in any respect, in whole or in part, such invalidity, illegality or unenforceability shall not affect any of the other provisions of this AGREEMENT or the remainder of the provision in question and this AGREEMENT shall be construed as if such invalid, illegal or unenforceable provision or invalid, illegal or unenforceable part thereof had never been contained herein.
- 16.3 Failure or delay in the prompt enforcement of any right hereunder shall in no way be construed as a waiver of such right. No right or remedy of a PARTY shall be deemed waived except pursuant to a written waiver executed by a PARTY against whom the waiver is to be enforced. Waiver of any provision of this AGREEMENT on any occasion shall not be construed as a waiver of any other provision or that provision on any other occasion.
- 16.4 The provisions of **clauses 9, 10, 15 and 16** shall survive termination of the SERVICES or termination of this AGREEMENT for any reason whatsoever.
- 16.5 This AGREEMENT (including the Schedules) constitutes the entire AGREEMENT between the PARTIES with respect to the SERVICES and supersedes all prior negotiations, representations or agreements related to this AGREEMENT, either written or oral. No amendment to this AGREEMENT shall be effective unless set out in a formal instrument in writing signed by both PARTIES, specifically referring to this AGREEMENT.
- 16.6 The Schedule(s) attached hereto are part of this AGREEMENT. In the event of a contradiction between this AGREEMENT and its Schedule(s), unless otherwise agreed between the PARTIES, the provisions of this AGREEMENT shall prevail.
- 16.7 This AGREEMENT shall be construed, take effect and be governed in all respects in accordance with English Law excluding those conflict of law rules and choice of law principles which would deem otherwise and shall be subject to the exclusive jurisdiction of the English Courts, save that any judgement, declaration, award or order obtained in the English Courts may be enforced in any jurisdiction.

IN WITNESS WHEREOF, CUSTOMER and CDS DS has caused this AGREEMENT to be signed and executed on their behalf by their duly authorised representatives, in two original counterparts (one for each of the PARTIES) as of the day and year first above written.

Signed for and on behalf of

CUSTOMER NAME

Signature:

Signed for and on behalf of

CDS Support Ltd

Signature:

Name:

Position/Title:

Name:

Richard Bradley

Position/Title:

Managing Director

SCHEDULE 1

CUSTOMER STATEMENT OF WORK

Insert Statement of Work

This STATEMENT OF WORK is issued under the AGREEMENT between the CUSTOMER and CDS DS on **DD MM YYYY** and is subject to the terms and conditions therein.

Signed for and on behalf of

Customer Name

Signature:

Signed for and on behalf of

CDS Support Ltd

Signature:

Name:

Position/Title:

Name:

Position/Title:

SCHEDULE 2

CDS DS SERVICES

Insert agreed quote or proposal

SCHEDULE 3

PAYMENTS

Insert agreed payment profile