



CMS Solutions Inc. Terms & Conditions

WHEREAS:

The Company desires to obtain the services of the Service Provider for the purpose of providing certain Cleaning Services upon the terms and conditions set out in this agreement.

IT IS AGREED as follows:

1. Interpretation.

1.2 In this Agreement unless otherwise specified:

1.2.1 where the context permits, words importing the singular shall include the plural and vice versa; and words importing the masculine shall include the feminine and neuter and vice versa.

1.3.1 References to Clauses and Schedules are to clauses of, and schedules to, this Agreement.

2. Term and Termination.

2.1 This Agreement shall commence upon the date confirmed in writing/email correspondence, and subject to clause 2.2 of this Agreement shall terminate automatically without notice on the agreed date.

2.2 This Agreement can be terminated by any party upon ninety (90) days written notice to the other party.

2.3 Either party shall be entitled to terminate this Agreement with immediate effect by notice in writing to the other if:

2.3.1 the other party commits any material breach of the terms of this Agreement;

2.3.2 an order is made or a petition is presented or an effective resolution is passed or order is made for the bankruptcy or winding-up of the other party; or

2.3.3 a receiver or administrator is appointed over all or any of the assets of the other party or an administration order is made with regard to the other party.

2.4 Termination of this Agreement shall be without prejudice to any rights and obligations existing at the date of termination, or any claim by one party against the other for any breach of this Agreement committed prior to termination, which shall continue unaffected.

3. Obligations of the Service Provider.

3.1 The Service Provider undertakes to provide the services as set out in Schedule 1 to this agreement, Cleaning Services, in consideration of the payment as set out in Schedule 2 to this agreement.

3.2 Should the Company request and the Service Provider agrees to provide services additional to those specified in Schedule 1, the fees for those additional services shall be mutually agreed between the parties, but otherwise for all purposes of this Agreement the additional services shall be deemed to be included within the definition of Services.

3.3 The Services shall be carried out by the Service Provider with all reasonable skill and care, and in full compliance of relevant established current professional standards.

3.4 The Service Provider shall indemnify the Company from all claims, actions or demands made by third parties against the Company, and all liabilities of the Company to third parties (collectively "Third Party Liabilities") and from all damage, losses, costs, expenses and payments whatsoever suffered or incurred by the Company either directly or in relation to Third Party Liabilities in respect of (a) personal injury to or the death of any person and any loss or destruction of or damage to property (not attributable to any default or neglect of the Company or of any person for whom the Company is responsible) which shall have occurred in connection with the provision of the Services under this Agreement, (b) any defect in the Services, and (c) any breach by the Service Provider of any terms of this Agreement, including without limitation, clause 3.3 provided that the liability of the Service Provider to the Company under this Agreement, including without limitation, this clause 3.4, shall be limited to a maximum amount of £5 million, in respect of any one incident or series of related incidents and a maximum amount of £5 million, in respect of all and any incidents (whether or not related) arising during the term of this Agreement.

3.5 The Service Provider shall take out and maintain during the term of this Agreement an insurance policy, with a reputable insurance company upon terms which are sufficient to cover his liabilities under this Agreement, including without limitation, his liabilities under

clause 3.4. The Service Provider shall upon reasonable request produce to the Company a copy of the said insurance policy, and a receipt for the payment of the current premium. For the avoidance of doubt the Service Provider shall be liable under all of the provisions of this Agreement, including without limitation, clause 3.4, whether or not he complies with the provisions of this clause 3.5.

3.6 The Service Provider shall promptly provide to the Company written reports on the discharge of his obligations under this Agreement as and when these may be reasonably requested.

3.7 All communications and all information supplied to or obtained by the Service Provider in the course of or as a result of the discharge of his obligations under this Agreement and all information relating to any invention, improvement, report, recommendation or advice given to the Company by the Service Provider in pursuance of his obligations shall be treated by the Service Provider as confidential and shall not be disclosed by him to any third party or published without prior written consent of the Company, such consent not to be unreasonably withheld.

3.8 The Service Provider undertakes that, in the event of his being unable personally to perform the Services in accordance with his obligations under this Agreement, he will provide by way of a substitute to perform the Services in his place a fully qualified alternative service provider acceptable to the Company (the "Substitute"), provided that the provision of the Substitute shall be under a subcontract between the Service Provider and the Substitute and that the rights and obligations of the Service Provider under this Agreement in relation to the Company shall not be affected, nor shall the Company be under an obligation to pay any fees to the Substitute for the provision by him of the Services.

4. Intellectual Property Rights.

4.1 All intellectual property and industrial property rights throughout the world in patentable and non-patentable inventions, discoveries and improvements, processes and know-how, copyright works and the like discovered or created by the Service Provider in the course of or as a result of the discharge of his obligations under this Agreement shall vest in and be the absolute property of the Company. Upon the request of the Company the Service Provider shall, at the Company's expense, execute all documents and do all acts and things required to vest or perfect the vesting of such property rights legally and exclusively in the Company or any nominee or assignee of the Company.

5. Expenses.

5.1 The Company will reimburse the Service Provider for all reasonable expenses incurred in the discharge of his obligations under this Agreement, provided that all such expenses will be subject to the prior written approval of the Company. Expenses are to be accounted for and reimbursement will be made against vouchers approved by the Company and in accordance with relevant standard Company procedure as from time to time established and notified to the Service Provider.

6. Miscellaneous.

6.1 For the avoidance of doubt both parties confirm that the Service Provider enters into this Agreement as an independent contractor and that he is not nor shall for any purpose be regarded as an employee of the Company.

6.2 Except as otherwise provided in this Agreement, all notices, instructions or other communications shall be in writing and may be made by facsimile message, by letter or other form of communication as agreed between the parties from time to time, and delivered to the requisite party at its address:

If to the Service Provider:

CMS Solutions Inc. Ltd, Unit 12 Wharfside Bsuiness Park, Ardath Road, Kings Norton, Birmingham B38 9PN

The parties may change the address set forth above by giving notice to the other parties in accordance with the provisions of this Clause. Any communication shall be deemed delivered:

- a) if delivered by hand, at the time of delivery;
- (b) if posted by first class recorded delivery post, when delivery is recorded; and
- (d) if sent by facsimile message at the time of transmission.

7. PRICES

7.1 CMS Solutions Inc. reserves the right to increase the prices charged to the Customer for the Works and such price increases shall apply Annual mutually agreed fee so is fair to both parties.

7.2 Unless otherwise indicated prices are exclusive of Value Added Tax.

8. PAYMENT PROCEDURES

8.1 The invoices are to be paid in full without any deduction or withholding whatsoever by the Customer by the Final Date for Payment. Unless otherwise agreed, the Monthly Charge shall be invoiced by CMS Solutions Inc. and paid in full prior to the commencement of the applicable Period (30 Days).

8.2 Each invoice is subject to the addition of appropriate VAT which shall be paid by the Customer.

8.3 Payment of the sums claimed in the invoice including for additional calls and extra work shall become due on the date of the invoice (the "Payment Due Date"). Invoices may be delivered by hand or by mail and shall be presumed to be received on the next working day following the date of invoice.

8.4 Within not later than five 5 working days from receipt is the correct interpretation the Payment Due Date, the Customer shall give a Notice to CMS Solutions Inc. specifying the amount (if any) of the payment made or proposed to be made in respect of the invoice and the basis on which that amount was calculated ("Notice of Payment"). If the Customer fails to serve a Notice of Payment within the time limit specified, the Customer shall be deemed to have acknowledged that the sum claimed in the invoice is the proper and correct sum due under the Contract and to which CMS Solutions Inc. is entitled to payment in accordance with the Contract.

8.5 If notwithstanding clause 7.1 the Customer intends to withhold payment in whole or in part of the sum claimed in the invoice until after the Final Date for Payment then no later than the date on which the Notice of Payment is due to be served in accordance with clause 7.4, the Customer must serve on CMS Solutions Inc. a notice (the Notice of Intention to Withhold Payment) specifying the amount proposed to be withheld and the ground for withholding payment, or if there is more than one ground, each ground and the amount attributable to it.

8.6 If the Customer fails to pay any sum due in full by the Final Date for Payment then without prejudice to any other right or remedy CMS Solutions Inc. may have:

8.6.1 If the Customer has failed to serve a valid Notice of Intention to Withhold Payment in accordance with clause 7.5, and has failed to pay the lesser of the full amount stated as due for payment in the invoice or the full amount stated as due for payment in the Notice of Payment (in either case plus VAT) then irrespective of whether CMS Solutions Inc. is in fact entitled to claim such sum under the Contract, CMS Solutions Inc. may (without prejudice to any other right or remedy) suspend performance of its obligations under the Contract by first giving at least seven days' notice of intention to suspend, stating the ground(s) on which it is intended to suspend performance. The right to suspend performance shall cease when the Customer makes payment in full of the sum due. Any period during which performance is suspended shall be disregarded in computing the time taken by CMS Solutions Inc. or other third party to complete any work directly or indirectly affected by the exercise of the right of suspension. If a contractual time limit is set by reference to a date rather than a period, the date shall be adjusted accordingly; alternatively,

8.6.2 CMS Solutions Inc. Shall be entitled to treat such failure as a repudiation of the whole Contract by the Customer, cease performing its obligations under the Contract and recover damages for breach of Contract; alternatively,

8.6.3 CMS Solutions Inc. may by giving 30 days notice in writing terminate the Contract. On termination under this sub-clause, CMS shall present an invoice for any sums which it is entitled to claim under the contract and the Customer shall pay the same in accordance with sub-clause 7.1.

8.6.4 In the event of termination, determination or suspension, CMS Solutions Inc. shall be entitled to payment of any additional expenditure which is the consequence of the suspension or of resuming work after a period of suspension of the result of premature termination and on termination shall have the right to enter upon the Customer's premises in order to remove therefore, all items of equipment and materials which belong to CMS. For the avoidance of any doubt, all good materials equipment including any spare parts for which the Customer has not paid CMS in full shall remain the property of CMS.

8.6.5 Any discounts agreed by CMS will be invalidated if payment is not made within the stipulated 30 day period and prices for the services that have been supplied will revert to the non-discounted amount.

8.6.6 Any additional works other than that stated in the service specification require purchase order numbers, prior to commencement. CMS Solutions Inc. will endeavour to contain all Health & Safety Risks and Business Criticality Risks prior to purchase order number being received.

8.9 Payment Methods Accepted.

8.9.1 BACS – Bank Details are as follows: Lloyds Harborne, Sort Code: 77-85-21, Account Number: 40750968.

8.9.2 Cheque – made payable to: CMS Solutions Inc. Ltd.