

**SCHEDULE 24**

**Form of Direct Agreement**

**DATED**

**THE SECRETARY OF STATE FOR DEFENCE**

**and**

**DAMEN SHIPBUILDING 7 B.V**

**and**

**SERCO LIMITED**

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**DIRECT AGREEMENT**

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# CONTENTS

Clause	Heading	Page
<b>1</b>	<b>Definitions and Interpretation .....</b>	<b>2</b>
<b>2</b>	<b>Warranty/Final Acceptance of Replacement Vessels .....</b>	<b>3</b>
<b>3</b>	<b>Obligations arising under this Deed .....</b>	<b>4</b>
<b>4</b>	<b>Issue of a Project Agreement Termination Event Notice or a Key Sub-Contract Event Notice .....</b>	<b>5</b>
	<b>Notice .....</b>	<b>5</b>
<b>5</b>	<b>Issue of a Key Sub-Contract Event Notice .....</b>	<b>5</b>
<b>6</b>	<b>Novation .....</b>	<b>5</b>
<b>7</b>	<b>Intellectual Property Rights in Replacement Vessels .....</b>	<b>7</b>
<b>8</b>	<b>Confidentiality .....</b>	<b>9</b>
<b>9</b>	<b>Assignment.....</b>	<b>9</b>
<b>10</b>	<b>Notices .....</b>	<b>10</b>
<b>11</b>	<b>Waiver .....</b>	<b>11</b>
<b>12</b>	<b>Counterparts .....</b>	<b>11</b>
<b>13</b>	<b>Severability .....</b>	<b>11</b>
<b>14</b>	<b>Third Party Rights .....</b>	<b>11</b>
<b>15</b>	<b>Governing Law .....</b>	<b>11</b>





THIS DEED is made on

2025

**BETWEEN**

- (1) **THE SECRETARY OF STATE FOR DEFENCE** at the Ministry of Defence, Whitehall, London SW1A 2HB (the "**Authority**") (which term shall include its permitted successors in title and assigns);
- (2) **DAMEN SHIPBUILDING 7 B.V.**, a private company with limited liability, incorporated under the laws of the Netherlands, having its corporate seat at Gorinchem and its principal place of business at Avelingen-West 20, 4200 AA Gorinchem, the Netherlands, registered in the commercial register under number 87976412 ;
- (3) **SERCO LIMITED**, a private company with limited liability, incorporated under the laws of England, its principal place of business at Serco House, 16 Bartley Wood Business Park, Bartley Way, Hook, Hampshire, RG27 9UY, United Kingdom, registered in the commercial register under number 00242246 (the "**Contractor**");

**WHEREAS**

- (A) The Contractor has entered into a contract (the "**Project Agreement**") with the Authority to provide certain marine support services in respect of the Defence Marine Services Next Generation project ("**the Project**").
- (B) The Contractor has consequently entered into a framework contract (the "**Framework Agreement**") with the Key Sub-Contractor in relation to the provision of the Vessel Replacement Programme, to be performed under and in accordance with the Framework Agreement.
- (C) Under the terms of the Framework Agreement, the Key Sub-Contractor will provide the Replacement Vessels as required by the Project Agreement, each of which shall be designed, built and delivered under a distinct shipbuilding contract (each an "**SBC**") subject to the terms of the Framework Agreement.
- (D) The Guarantor has entered into a guarantee ("**the Guarantee**") in favour of the Contractor in respect of the Key Sub-Contractor's obligations to the Contractor under the Framework Agreement and each SBC.
- (E) It is a requirement of the Project Agreement that the Key Sub-Contractor provides a direct agreement in this form in favour of the Authority.
- (F) Accordingly, the Contractor and the Key Sub-Contractor have agreed to execute this Deed in favour of the Authority.

**NOW IT IS AGREED** as follows:

**1 Definitions and Interpretation**

- 1.1 In this Deed, including the recitals, unless the context shall otherwise require:

**"Crown Bodies"** shall mean all Ministers of the Crown, government departments and Crown agencies and authorities;

**"Guarantor"** means Damen Shipyards Group N.V., a limited liability company (naamloze vennootschap) existing under the laws of Curaçao, having its corporate seat in Curaçao and a registered office at Avelingen-West 20, 4202 MS Gorinchem, the Netherlands and registered with the chamber of commerce of the Netherlands under number 23055555 as well as with the chamber of commerce of Curaçao under number 38969.

**"Key Sub-Contract Event Notice"** shall have the meaning set out in Clause 3.2 of this Deed;

**"Novation"** means a novation of the Framework Agreement and all SBCs in accordance with Clause 6 Of this Deed;

**"Proposed Novation Notice"** shall have the meaning set out in Clause 5.1 of this Deed;

**"Replacement Vessel"** means any vessel provided to the Authority under the Project Agreement by the Key Sub-Contractor;

**"Substitute"** shall have the meaning set out in Clause 6.3 of this Deed;

1.2 Wording importing:

- (a) one gender only shall be construed as importing any other gender; and (b) the singular shall be construed as importing the plural and vice versa; and
- (c) references to persons shall include corporations.

1.3 The Clause, sub-clause and (where provided) paragraph headings and captions in the body of this Deed, do not form part of this Deed and shall not be taken into account in its construction or interpretation.

1.4 In this Deed, unless the context otherwise requires or save as expressly defined or provided in this Deed, where words and expressions appear in capitalised terms, such words and expressions shall have the same meaning as given to such words and expressions under the Framework Agreement and/or the SBCs and shall be deemed to be incorporated into this Deed.

## **2 Warranty/Final Acceptance of Replacement Vessels**

2.1 The Key Sub-Contractor warrants and undertakes to the Authority that it has complied and shall continue to comply with the terms of, and has fulfilled and shall continue to fulfil its duties and obligations as set out in, the Framework Agreement and each SBC, provided always that:

- (a) the Key Sub-Contractor shall owe no greater duties to the Authority than it owes to Contractor in respect of the Project under the Framework Agreement and each SBC;

- (b) the Key Sub-Contractor shall be entitled in any proceedings brought by the Authority for a breach under this Deed to rely on any limitation in the Framework Agreement and/or the relevant SBC and/or to raise as a defence to those proceedings equivalent rights in defence as it would have against the Contractor under the Framework Agreement and/or applicable SBC (excluding any contributory negligence defence, counterclaim or set-off that the Key Sub-Contractor may have against the Contractor under the Framework Agreement and/or the SBCs);
- (c) any written agreement or arrangement between the Key Sub-Contractor and the Contractor in respect of the Key Sub-Contractor's duties to the Contractor that is not approved by the Authority pursuant to Clause 2.1(d) of this Deed shall only bind the Authority to the extent that such agreement or waiver does not operate to limit or reduce the duties and liabilities owed to the Authority by the Key Sub-Contractor under this Deed; and
- (d) the Key Sub-Contractor and Contractor warrant that, save as expressly provided within the Framework Agreement and each SBC, or as expressly permitted by the Project Agreement, they will not amend the terms and conditions of the Framework Agreement and/or the SBCs without prior written approval of the Authority (such consent not to be unreasonably withheld or delayed).

2.2 Each of the Authority, the Contractor and Key Sub-Contractor acknowledge and agree the process set out in paragraph 5.9 of the Vessel Acceptance and Integration Plan (Annex 1 of the Framework Agreement) for the Final Acceptance of Replacement Vessels.

### **3 Obligations arising under this Deed**

The Authority acknowledges that it has no authority to issue any direction or instruction to the Key Sub-Contractor in relation to the performance of the Key Sub-Contractor's duties and obligations under the Framework Agreement or any SBC (except this shall not apply to any notice issued by the Authority in respect of any breach of this Deed or the exercise of any of the Authority's rights under the Project Agreement) unless and until:

- 3.1 the occurrence of a Contractor Termination Event as defined under the Project Agreement (but not: (i) a termination of the Project Agreement pursuant to clause 61.1(k) of the Project Agreement; or (ii) a partial termination of the Project Agreement) (such occurrence being a "**Project Agreement Termination Event**") where the Authority has served notice on the Contractor to terminate the Project Agreement in accordance with the terms thereof (a "**Project Agreement Termination Notice**"); or
- 3.2 the occurrence under the Framework Agreement and/or any SBC of any of the following events (each a "**Key Sub-Contract Event**") whereby the Key Sub-Contractor issues a notice (such notice being a "**Key Sub-Contract Event Notice**") to the Contractor under which the Key SubContractor exercises or seeks to exercise any right under the Framework Agreement and/or any SBC to:
  - (a) stop or suspend work or terminate its rights and obligations thereunder; or



- (b) treat the Framework Agreement and/or any SBC as having been repudiated by the Contractor,

as a result of the Contractor's breach of any of the provisions of the Framework Agreement and/or any of the SBCs.

#### **4 Issue of a Project Agreement Termination Event Notice or a Key Sub-Contract Event**

##### **Notice**

- 4.1 Within ten (10) Business Days of the date of service of a Project Agreement Termination Event Notice or a Key Sub-Contract Termination Notice, the Key Sub-Contractor shall provide to the Authority details of all sums which are properly due and payable to the Key Sub-Contractor under the Framework Agreement and/or the SBCs as at the date of such notice and all other obligations of the Contractor under the Framework Agreement and/or the SBCs which remain unperformed as of the date of such notice.
- 4.2 The Key Sub-Contractor shall inform the Authority in writing as soon as reasonably practicable of any changes to or additions to the sums and obligations set out in Clause 4.1 in writing and provide full details of such sums.

#### **5 Issue of a Key Sub-Contract Event Notice**

- 5.1 Where a Key Sub-Contract Event Notice is served, such Key Sub-Contract Termination Notice shall be subject to a ninety (90) day notification period (the "**Period**") during which the Authority may notify the Key Sub-Contractor in writing within thirty (30) days of receipt of the Key SubContract Event Notice whether or not it wishes to exercise its right of novation under this Deed (a "**Proposed Novation Notice**").
- 5.2 The Key Sub-Contractor shall continue to perform the Vessel Replacement Programme in accordance with the Framework Agreement and relevant SBC until either (i) the Novation; or (ii) the end of the Period, whichever is earlier. Such performance shall be on condition that it receives payment in full for the work it performs during the Period in compliance with the terms of the Framework Agreement and/or relevant SBC and subject to any retentions or deductions that would be applicable under the Framework Agreement and/or SBC in respect of the work performed.

#### **6 Novation**

- 6.1 Following the issue by the Authority of either a Project Agreement Termination Notice or a Proposed Novation Notice, the Contractor's future rights and obligations under the Framework Agreement and all SBCs shall be novated and transferred to the Authority (or to a Substitute) in accordance with Clause 6.4 of this Deed (but subject always to Clause 6.2 of this Deed). Each of the Authority, the Key Sub-Contractor and the Contractor shall execute a deed of novation in the form annexed to this Direct Agreement within ten (10) Business Days of the issue, to become effective on the date specified in the deed of novation.
- 6.2 A Novation shall not take effect and the Authority shall not be required to enter into any deed of novation unless, at the time of the Novation, the Guarantor and/or the Key Sub-Contractor (as applicable) procures the transfer, assignment or novation or a replacement on the same terms

for the Authority's benefit of all security in respect of the Framework Agreement and SBCs. The Key Sub-Contractor undertakes that it shall procure that the Guarantor shall provide a replacement guarantee on the same terms as the Guarantee in favour of the Authority in respect of the Key Sub-Contractor's obligations under the Framework Agreement and each SBC.

6.3 Where the Authority may require the Novation to be effected to a substitute it deems suitable (a "**Substitute**"), the Authority shall (as soon as practicable after service of the Project Agreement Termination Notice or a Proposed Novation Notice) supply the Key Sub-Contractor with the following information in respect of the proposed Substitute:

- (a) its name and registered address;
- (b) the names of its shareholders and the share capital held by each of them or if the Substitute is a public limited company the names of any shareholders holding three percent (3%) or more of the share capital and the share capital held by each of them; and
- (c) the names of its directors and secretary,

but no such information shall be given where the Substitute is the Authority or an appointee of the Authority whose obligations under the Framework Agreement and/or the SBCs are guaranteed by the Authority.

6.4 On a Novation:

- (a) the Contractor and the Sub-Contractor shall be released and discharged from all claims, liabilities and obligations owed to each other under the Framework Agreement and each SBC and arising subsequent to the date of the Novation;
- (b) arising following a Key-Subcontract Event, the Authority (or, as the case may be, the Substitute) shall be construed in every way to be a party to the Framework Agreement and/or all SBCs in place of the Contractor and thereafter shall be treated as a party to the Framework Agreement and each SBC in place of the Contractor in respect of rights and obligations arising both prior to and subsequent to the Novation;
- (c) arising following a Project Agreement Termination Event:
  - (i) the Authority (or the Substitute) shall not assume any obligations or liabilities in respect of the Framework Agreement and/or the SBCs; and
  - (ii) the Key Sub-Contractor shall not be entitled to bring any claim or take any action against the Authority (or the Substitute) accrued prior to the Novation save that the Authority (but not the Substitute) shall be liable to the Key Sub-Contractor for amounts of any milestone payments due, but not paid, to the Key Sub-Contractor in accordance with the terms of the Framework Agreement and/or the SBCs and which milestone payments are accrued in the period of thirty (30) calendar days prior to the Project Agreement Termination Event; and
- (d) In the case of a Novation following either a Project Termination Event or a Key SubContractor Event, the Key Sub-Contractor shall owe its obligations under the

Framework Agreement and separately in respect of each applicable SBC (whether arising before, on or after such date) to the Authority (or the Substitute) and the receipt or acknowledgement of the Authority or the Substitute shall be a good discharge.

## **7 Intellectual Property Rights in Replacement Vessels**

7.1 The Key Sub-Contractor owns the Intellectual Property rights in the Replacement Vessels and warrants to the Authority its ownership to provide the license and rights as described in this

Clause 7. Upon the transfer of title in each Replacement Vessel to the Authority, the Key SubContractor shall continue to retain ownership of all Intellectual Property Rights subsisting in such Replacement Vessel.

7.2 Subject to the provisions of this Clause 7 (Intellectual Property Rights in Replacement Vessels), the property in the Design covered by the Framework Agreement shall, subject to any rights of the Authority or any other owner in any invention or design incorporated or used in the said Design, solely belong to the Key Sub-Contractor.

7.3 The Key Sub-Contractor agrees that subject to any rights in this Clause 7:

(a) The Authority and any other Department of His Majesty's Government in the United Kingdom may by themselves, their agents, contractors and others authorised by them at any time use the said Design for the purpose of manufacturing vessels to the said Design for the services of the Government of the United Kingdom notwithstanding the existence of any Intellectual Property Rights owned by the Key-Subcontractor covering any invention or design incorporated or used in the said Design and whether Intellectual Property Rights or like protection shall have been granted in Great Britain and Northern Ireland and Isle of Man, or elsewhere or may sell any out-worn or surplus stock made to the said Design and no royalty or other payment whatsoever shall in any circumstances be required in respect of such manufacture or sale either from the Authority or from any such other Department as aforesaid or their agents, contractors or other authorised by them.

(b) In respect of an applicable Design, the Authority shall have the right to require the KeySubcontractor from time to time to furnish to the Authority (or to any other contractor with whom the Authority may wish to place orders of any vessels using the Design) copies of all drawings, specifications and manufacturing data necessary for the manufacture in the possession of the Key-Subcontractor or which he may be able to obtain and which he has the right to supply to enable the said vessels to be produced by the Authority or by its agents or contractors, a reasonable charge for such services based on their cost to be borne by the Authority. The Authority or its agents or contractors shall also have the right to copy such drawings, specifications and manufacturing data and to use them or the copies for tender purposes and for the supply of such vessels to the Authority or any UK Government Department for the services of the UK Government.

(c) The Key-Subcontractor shall not sell otherwise any vessel to the Design or grant any licence to manufacture vessels to the said Design without first agreeing with the Authority the sum or sums (if any) which should reasonably be paid to the Authority by the Key-Subcontractor in respect of such sale or grant having regard inter alia to the amounts paid or payable to the Key-Subcontractor by the Authority under the Framework Agreement. The other Party undertakes not to disclose the same or divulge any information contained therein to any third

parties without the prior written consent of the first Party, except where it is necessary for usual operation, repair and maintenance of the Replacement Vessel by the Authority, the Contractor and subsequent owner(s) of the Replacement Vessel.

#### **Intellectual Property Rights – Non-Infringement**

7.4 The Key Sub-Contractor shall ensure under the Framework Agreement and each Shipbuilding Contract that it shall provide all necessary licences or sub-licences required in respect of

Intellectual Property Rights in or in relation to the operability of the Replacement Vessels (including, without limitation to, the operational processes, its component parts and all relevant software). On request, the Key Sub-Contractor shall demonstrate to the Contractor's and/or the Authority's satisfaction that such licences have been secured.

7.5 On the sale of each Replacement Vessel to the Authority, to the extent that any Intellectual Property Rights that subsist in the Replacement Vessel (including, without limitation to, the operational processes, its component parts and all relevant software), the Key Sub-Contractor shall grant directly to the Authority a perpetual, irrevocable, non-exclusive, worldwide, fully paid up, royalty free, sublicensable (through multiple tiers of sublicensees) licence of all Intellectual Property Rights subsisting in the Replacement Vessel, (including, without limitation to, the operational processes, its component parts and all relevant software) to do any act in respect of the operation, repair and/or maintenance of the Replacement Vessel. Such licence shall be freely assignable (through multiple assignments) to any future owner(s) of the Replacement Vessel.

7.6 The Key Sub-Contractor hereby indemnifies the Authority against any and all liabilities, costs, expenses, damages and losses (including any indirect or consequential losses, loss of profit, loss of reputation, and all interest, penalties and legal costs (calculated on a full indemnity basis and all of the professional costs and expenses) suffered or incurred by the Authority arising out of or in connection with:

- (a) the Authority's exercise of its rights granted under this Clause 7;
- (b) the Key Sub-Contractor's breach or negligent performance or non-performance under this Clause 7;
- (c) the enforcement of this Deed; and
- (d) any claims by third parties that the Authority's use of any Intellectual Property Rights in respect of the operation, repair and/ or maintenance of each Replacement Vessel infringe that third party's rights.

7.7 Within fourteen (14) calendar days of receipt by the Key Sub-Contractor of any claim by the Authority for indemnification under Clause 7.6, the Contractor shall notify the Authority whether it accepts the claim made, either in whole or in part. If the Key Sub-Contractor accepts the claim it shall pay to the Authority the amount claimed within fourteen (14) calendar days of receipt of the Authority's notice. Where the Key Sub-Contractor does not fully accept the Authority's claim it shall pay any undisputed sum within the fourteen (14) day period referred to above and any dispute as to the balance

shall be resolved in accordance with clause 75 (Disputes) of the Project Agreement, with all references to "Contractor" in such clause and related provisions being read as "Key Sub-Contractor" for the purposes of this Clause 7.7.

7.8 If any third party makes any claim that the Authority's use of the Intellectual Property Rights that subsist in a Replacement Vessel, its operational processes, and its component parts (including all software) in accordance with this Deed infringes any Intellectual Property Rights of a third party (a "**Claim**"), or notifies an intention to make a Claim against the Authority, the Authority shall:

- (a) as soon as reasonably practicable, give written notice of the Claim to the Key SubContractor, specifying the nature of the Claim in reasonable detail;
- (b) subject to the Key Sub-Contractor providing reasonable security to the Authority against any claim, liability, costs, expenses, damages or losses which may be incurred, take such action as the Key Sub-Contractor may reasonably request to avoid, dispute, compromise or defend the Claim.

7.9 If any Claim is made, or is likely to be made, against the Authority, the Key Sub-Contractor shall at its sole expense procure for the Authority the right to continue use of the Intellectual Property Rights that subsist in each Replacement Vessel, its operational processes, and its component parts (including all software) or any part thereof in accordance with the terms of this Deed.

## **8 Confidentiality**

The Key Sub-Contractor agrees that the Authority shall be entitled to disclose the terms of this Deed to the Crown Bodies and that the Authority shall be free to use and disclose such information on such terms and in such manner as the Crown Bodies see fit.

## **9 Assignment**

9.1 This Deed shall be binding on and shall enure for the benefit of the parties and their respective successors and permitted assigns. In the case of the Authority, its successors shall include any person to which the Secretary of State, in exercising his statutory powers to transfer property, rights and liabilities of the Authority upon the Authority ceasing to exist, transfers the rights and obligations of the Authority under this Deed, but shall exclude any third parties who are not Crown Bodies.

9.2 No party shall assign or transfer any part of its respective rights or obligations under this Deed without the prior written consent of the others (such consent not to be unreasonably withheld or delayed), provided that:

- (a) the Authority shall be entitled, without the consent of any other party, to transfer all its rights and obligations hereunder, to any Crown Bodies to whom it assigns or otherwise transfers the benefit of the Project Agreement in accordance with clause 67 (Assignment and Novation) of the Project Agreement, specifically in relation to the Vessel Replacement Programme;
- (b) nothing in this sub-Clause shall restrict the rights of the Secretary of State for Defence to effect a statutory transfer.

## 10 **Notices**

10.1 Any notices sent under this Contract must be in writing.

10.2 The following table sets out the method by which notices may be served under this Contract and the respective deemed time and proof of service:

<b>Manner of Delivery</b>	<b>Deemed time of service</b>	<b>Proof of service</b>
Email	9.00am on the first Business Day after sending	Dispatched as a pdf attachment to an e-mail to the correct e-mail address without any error message.
Personal delivery	On delivery, provided delivery is between 9.00am and 5.00pm on a Business Day. Otherwise, delivery will occur at 9.00am	Properly addressed and delivered as evidenced by signature of a delivery receipt
	on the next Business Day.	
Prepaid, Royal Mail Signed For <sup>TM</sup> 1 <sup>st</sup> Class or other prepaid, next working day service providing proof of delivery.	At the time recorded by the delivery service, provided that delivery is between 9.00am and 5.00pm on a Business Day.  Otherwise, delivery will occur at 9.00am on the same Business Day (if delivery before 9.00am) or on the next Business Day (if after 5.00pm).	Properly addressed prepaid and delivered as evidenced by signature of a delivery receipt

10.3 Notices shall be sent to the addresses set out below or at such other address as the relevant Party may give notice to the other Party for the purpose of service of notices under this Contract:

	<b>Contact</b>	<b>Address</b>	<b>Email</b>
Authority	Commercial Manager	Defence Marine Services Room 221, No. 24 Store, Building 1/117 HMNB Portsmouth, PO1 3LT	desshipscomrldms@mod.gov.uk

Key Sub-Contractor	Redacted under FOIA Section 40(2), Personal Information	Avelingen-West 20 P.O. Box 1 4200 AA Gorinchem The Netherlands	Redacted under FOIA Section 40(2), Personal Information
Contractor	Redacted under FOIA Section 40(2), Personal Information	Serco House, 16 Bartley Wood Business Park, Hook, Hampshire RG27 9UY United Kingdom	Redacted under FOIA Section 40(2), Personal Information

#### **11 Waiver**

Failure by any party at any time to enforce any provision of this Deed or to require performance by the other parties of any provision of this Deed shall not be construed as a waiver of such provision and shall not affect the validity of this Deed or any part of it or the right of the relevant party to enforce any provision in accordance with its terms.

#### **12 Counterparts**

This Deed may be executed in one or more counterparts. Any single counterpart or a set of counterparts executed, in either case, by all the parties shall constitute a full and original instrument for all purposes.

#### **13 Severability**

If any condition, Clause or provision of this Deed is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Deed shall not be affected thereby.

#### **14 Third Party Rights**

Save where expressly provided, nothing in this Deed will create rights pursuant to the Contract (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to this Deed.

#### **15 Governing Law**

This Deed shall be governed by the laws of England and Wales, and the parties hereby irrevocably submit to the non-exclusive jurisdiction of the Courts of England and Wales.

**IN WITNESS WHEREOF** this Deed has been executed as a deed on the date first written above.

**EXECUTED** (but not delivered until the date of this deed) as a **DEED** by the affixing of the **CORPORATE SEAL** of **THE SECRETARY OF STATE FOR DEFENCE OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND** for and on behalf of **THE CROWN** and In the exercise of all and any powers attaching to his office as Secretary of State

The CORPORATE SEAL of the **THE SECRETARY OF STATE FOR DEFENCE OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND** hereto affixed is hereby authenticated by: -

Signature of authenticator:

Name:

Post Title:

Authorised by the Secretary of State

**EXECUTED** as a **DEED** on behalf of **KEY SUB-CONTRACTOR** a company incorporated in the Netherlands by

being a person who, in accordance with the laws of that territory, are acting under the authority of the company

Authorised Signatory

.....

Signatory Full Name

.....

Witness

.....

Witness Full Name

.....

Address of Witness

.....

Occupation of Witness

.....



**EXECUTED** as a **DEED** on behalf of  
**CONTRACTOR**

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