

CFO|CONNECT

CFO Solutions that help companies grow

BUSINESS SERVICES AGREEMENT

THIS AGREEMENT made effective October 31, 2016 (the "Effective Date").
BETWEEN:

DCS, Inc., an S-corporation organized under the laws of the State of Florida, (hereinafter referred to as the "CLIENT")

And;

CFO CONNECT, LLC, a limited liability company organized under the laws of the State of California (hereinafter referred to as "CFO CONNECT")

WHEREAS the CLIENT wishes to engage the services and expertise of CFO CONNECT on the terms and conditions hereinafter set forth, and CFO CONNECT wishes to accept such an engagement;

NOW THEREFORE in consideration of the covenants of each of the parties given to the other and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. SERVICES

1.1 Effective as of the Effective Date, the CLIENT engages CFO CONNECT and CFO CONNECT accepts an engagement with the CLIENT to render business management and financial advisory services for the CLIENT as set out in Schedule A. During the term of this Agreement, CFO CONNECT shall devote such time, attention and abilities to the business of the CLIENT as may be necessary for the proper exercise of CFO CONNECT's duties hereunder. Nothing in this Agreement shall be interpreted or construed as creating or establishing a relationship of employer and/or employee between the CLIENT and CFO CONNECT.

2. DUTIES

2.1 CFO CONNECT shall devote reasonable time and effort to the performance of this Agreement. The CLIENT acknowledges that CFO CONNECT shall also be entitled to render services to others during the term hereof.

2.2 CFO CONNECT's duties shall be to provide business management and financial advisory services more particularly set forth on Schedule "A" hereto.

3. REMUNERATION

The CLIENT agrees to pay CFO CONNECT as set out in Schedule "B" attached hereto.



4. CONFIDENTIALITY

4.1 CFO CONNECT covenants and agrees that it shall not at any time, during or after the termination of CFO CONNECT's engagement by the CLIENT, reveal, divulge, or make known to any person (other than the CLIENT or its affiliates) or use for its own account any customer's lists, trade secrets, or secret or confidential information used by the CLIENT or its affiliates during CFO CONNECT's engagement by any of them and made known (whether or not with the knowledge and permission of the CLIENT, whether or not developed, devised or otherwise created in whole or in part by the efforts of CFO CONNECT, and whether or not a matter of public knowledge unless as a result of authorized disclosure) to CFO CONNECT by reason of its engagement by the CLIENT of any of its affiliates. CFO CONNECT further covenants and agrees that all knowledge and information, which is acquired or developed for the CLIENT or any of its affiliates by CFO CONNECT, is the property of the CLIENT. CFO CONNECT further covenants and agrees that it shall retain all such knowledge and information which it shall acquire and develop during such engagement respecting such customer lists, trade secrets and secret or confidential information in trust for the sole benefit of the CLIENT, its affiliates, and their successors and assigns.

4.2 CFO CONNECT shall promptly communicate and disclose to the CLIENT all observations made and data obtained by it in the course of its engagement by the CLIENT. All written materials, records and documents created by CFO CONNECT or coming into its possession concerning the business or affairs of the CLIENT or any of its Affiliates shall, upon the termination of this Agreement, promptly be returned to the CLIENT. Upon the request of the CLIENT until termination of its engagement by the CLIENT, CFO CONNECT shall render to the CLIENT or to any Affiliate designated by it such reports of the activities undertaken by CFO CONNECT or conducted under CFO CONNECT's direction for the CLIENT and its Affiliates as the CLIENT may request.

4.3 CLIENT agrees, that under this Agreement, it will permit CFO CONNECT to display CLIENT's business trade name and logo as a represented client in promotional and publication material, including CFO CONNECT's web site.

4.4 CLIENT acknowledges that CFO CONNECT's personnel are the result of considerable investment in the training and use of proprietary information and systems developed by CFO Connect and are considered valuable intangible assets to CFO CONNECT. Therefore, CLIENT hereby agrees not to recruit, consult with, or offer employment, directly or indirectly, to any of CFO CONNECT's personnel who are or have been, assigned to perform work for CLIENT until two (2) years after the termination of CFO CONNECT's providing of services to CLIENT. In the event that approval is granted to hire any such personnel, CLIENT shall pay an additional amount to CFO CONNECT equal to one hundred percent (100%) of the total first year base and bonus compensation and any lost profits associated with such personnel's client base loss for a two year period.

4.5 CLIENT acknowledges that CFO CONNECT may be required from time to time to substitute any previously assigned personnel with an equally experienced CFO Consultant. CFO CONNECT will work with CLIENT to affect a smooth transition with a minimum of disruption to CLIENT. CLIENT shall accept such substitute and agrees that a substitution of personnel will not be cause to terminate this agreement.

5. INDEMNIFICATION

CLIENT agrees to indemnify and hold CFO CONNECT harmless from all claims, losses, expenses, fees including attorney fees, costs and judgments that may be asserted against CFO CONNECT by other parties that result from the acts or omissions of CLIENT and/or CLIENT's employees, agents, or representatives, including, without limitation, claims of patent, copyright or trademark infringement in relation to information supplied to or disclosures made by CLIENT to CFO CONNECT.

6. TERM

This Agreement will become effective on the date that it is executed by both Parties hereto, and will continue in effect until terminated.

7. TERMINATION

7.1 Termination of Agreement. Either Party may terminate this Agreement at any time by giving the other party 30 days written notice. Either party may terminate this Agreement upon written notice in the event of a material breach of this Agreement by the other party, which breach is not cured within 30 days after written notice thereof from the non-breaching party.

7.2 Effect of Termination. Upon termination of this Agreement CLIENT shall pay the CFO CONNECT within 5 business days, any and all amounts due for Services performed prior to the effective date of termination.

8. NOTICES

Any notices delivered or received between either party shall be deemed to have been received:

- (a) if it was delivered in person, on the date it was delivered;
- (b) if it was sent by electronic facsimile transmission, on the date it was delivered;
- (c) it was sent by mail, on the day it was received to the following address:

DCS, Inc
10675 Trenea Street
San Diego, CA 92131
Attention: Chris Burse

CFO CONNECT, LLC
P.O. BOX 80486
San Diego, CA 92138
Attention: Ed O'Sullivan, Managing Partner

9. BINDING ARBITRATION

If a dispute arises between CFO CONNECT and CLIENT regarding fees or services rendered in connection with this agreement, such dispute shall be settled by submitting the matter to binding arbitration. This includes any and all claims, disputes and causes of action for breach of contract, professional negligence, breach of fiduciary duty, fraud,

unpaid fees, costs, or other wrongdoing. Such arbitration shall be conducted pursuant to the California Code of Civil Procedure section 1280, et seq.

10. MODIFICATION OF AGREEMENT

Any modification of this Agreement must be made in writing signed by CFO CONNECT and an officer of the CLIENT or it shall have no effect and shall be void.

11. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

12. HEADINGS

The headings utilized in this Agreement are for convenience only and are not to be construed in any way as additions or limitations of the covenants and agreements contained in this Agreement.

13. ENTIRE AGREEMENT

The covenants in this Agreement shall be construed as an agreement independent of any other provision in this Agreement. The parties acknowledge that it is their intention that the provisions of this Agreement be binding only to the extent that they may be lawful under the existing applicable laws and in the event that any provision of this Agreement is determined by a court of law to be overly broad or unenforceable, the remaining valid provisions shall remain in full force and effect. This Agreement constitutes the sole agreement between the parties hereto for services to be performed as herein described and the mutual covenants contained herein constitute due and adequate consideration for the full performance by each party of its obligations under this Agreement and any and all previous agreements, written or oral, expressed or implied, between the parties or on their releases and forever discharges the other of and from all manner of action, causes of action, claims or demands whatsoever under or in respect of any agreement.

14. GENERAL MATTERS

14.1 The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or of any other provisions of this Agreement.

14.2 This Agreement shall be binding upon the parties hereto and shall endure to the benefit of and be enforceable by each of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the 31st day of October, 2016.

DCS, Inc

"Chris Bursey"

per:/s/ Chris Bursey

CFO CONNECT, LLC

"Edward P. Sullivan II"

per:/s/EDWARD P. O'SULLIVAN II

SCHEDULE "A"

SERVICES:

1. Providing Part-time CFO services and assisting the management team and board of directors in financial and administrative matters.



SCHEDULE "B"

REMUNERATION:

1. As full consideration for performance of the services by CFO CONNECT, the CLIENT shall pay CFO CONNECT at the rate US\$1,595.00 per day, for one (1), eight hour day per week per the contract term. In the event the company's financial demands exceed the scheduled one day per week of services provided, CFO CONNECT will be available (subject to scheduling restraints) at a daily rate of US\$1,595.00 for each additional day or, if less than a day is needed, at an hourly rate of US\$275.00 per hour. The said rate shall be inclusive of all claims by CFO CONNECT for its services, but shall be exclusive of travel and accommodation expenses incurred by CFO CONNECT and properly claimable in accordance with the provisions hereof.
2. CFO CONNECT shall submit invoices semi-monthly to the CLIENT for each day or portion thereof for which services are provided during the period covered by the invoice including any proper claim for business related expenses. Each invoice shall indicate the period covered, the days and hours worked, the rate and the total charge for services.
3. The Company will pay for reasonable business related expenses which will include, but not be limited to, airfare, single-occupancy accommodation, business meals, ground transportation and local filing fees incurred on behalf of CLIENT. Receipts for all reasonable business related expenses incurred will be submitted to the CLIENT by CFO CONNECT on a monthly basis.
4. The CLIENT will pay all proper invoices received from CFO CONNECT promptly following receipt of the applicable invoice and any necessary supported documentation. All invoices are due upon receipt. Past due invoices over 30 days will incur a late fee of 1% per month on the outstanding balance.


