

MASTER SERVICES AGREEMENT

THIS AGREEMENT is dated <<Insert Date>>.

Parties

- (1) <<Insert Company Name>>, is a <<Insert Company Type>> registered in England & Wales with registered number <<Insert Company Registration Number>> and with its registered office at <<Insert Registered Address>> (hereinafter referred to as 'The CLIENT').
- (2) PURPLE MATRIX LTD, Incorporated and registered in England and Wales with company number 03915823 whose registered office is at Micawber Wharf, 17 Micawber Street, London N1 7TB (the "Supplier")

BACKGROUND

- (A) You wish to engage Us on a continuing basis to provide Software and/or Services (as defined below).
- (B) When You request Services from Us and We agree to provide such Services, the parties will enter into a separate Order Form or SOW in accordance with this Agreement.

AGREED TERMS

1. Interpretation

- 1.1. The definitions and rules of interpretation in this clause apply in this Agreement and each SoW or Order Form.

"Affiliate" means: (1) any entity that controls, is controlled by, or is under common control of another entity. In this context, 'control' means beneficial ownership of more than 50% of the entity or the ability to direct the general management of the entity, (2) and in respect of the Client means and any branch office of the Client or of any Affiliate of the Client, which is incorporated or established and is notified in writing to the Supplier during the Minimum Term and for any additional period when this Agreement is in effect.

"Agreement" the master services agreement, including its schedules and attachments.

"Applicable Laws" means all applicable laws, statutes, regulations and codes from time to time in force.

"Business Days" a day other than a Saturday, Sunday or public holiday in England.

"Change Order" shall be a document setting out the proposed changes and the effect that those changes will have on the Services, the Resources, Our existing charges, the revised scope of project; and/or any of the terms of the Agreement and/or SOW/Order Form.

"Charges" means the sums payable for the Services, as set out in the Order Form.

"Control" shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression change of control: shall be construed accordingly.

"Data Processing Agreement" has the meaning given to it in clause 7.1 of this Agreement.

"Data Protection Legislation" or "Data Protection Laws" refers to all applicable privacy and data protection laws including the EU General Data Protection Regulation (GDPR) and UK GDPR (as defined in in section 3(10) (as supplemented by section 205(4)) of the DPA 2018) and any applicable national implementing laws, regulations and secondary legislation in England and Wales relating to the processing of Personal Data and the privacy of electronic communications, as amended, replaced or updated from time to time, including the Privacy and Electronic Communications Directive (2002/58/EC) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426).

"Deliverables" all documents, products and materials developed by Us or Our agents, subcontractors, consultants and employees and provided to You as specified in an Order Form.

"Due Date" any due date for any fees paid by You to Us, as set out in the SOW or Order Form.

"End User" means a person employed or engaged by The CLIENT or any Affiliate of The CLIENT (or a contractor while working for The CLIENT or an Affiliate of The CLIENT) who is authorised to use In-Scope Systems using approved log-in credentials.

"Fees" the fees paid by You to Us, as consideration for the provision of Services, as set out in the SOW or Order Form.

"Intellectual Property Rights" patents, utility models, rights to inventions, copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in get-up and

trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

“Order Form” the order form(s) entered into and signed by both parties from time to time which includes details of the Services and/or Software to be provided and Fees payable, forming part of this Agreement

“Party” means any one signatory of the Agreement.

“Parties” means all the signatories of the Agreement.

“Personal Data” means any information relating to an identified or identifiable natural person that is processed by Us as a result of, or in connection with, the provision of the services, as set out in the Agreement or any SOW or Order Form; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

“Pre-existing Materials” all documents, information and materials utilised by Us in relation to the provision of the Services, which existed prior to the commencement of a SOW or Order Form.

“Processing” or “processes” or “process” means either any activity that involves the use of Personal Data or as the Data Protection Legislation may otherwise define processing, processes or process. It includes any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction. Processing also includes transferring Personal Data to third parties.

“Processor” or “Data Processors” has the meaning given in applicable Data Protection Legislation from time to time.

“Resources” means the personnel made available by Us to You from time to time and as initially set out in a SOW or Order Form.

“Schedule” shall mean an attachment to this Agreement containing specific terms related to the subject matter of that attachment and which forms a part of this Agreement.

“Services” the services to be provided by Us under a SOW or Order Form, as further detailed in a SOW or Order Form.

“Software” software applications and additional modules provided by Us and accessed by You, as set out in the Order Form.

“SOW” a Statement of Work for the provision of Services by Us to You.

“Specification” the specification agreed between Us which sets out the Company's requirements regarding the Services and any Deliverables, contained in the SOW or Order Form.

“Sub-Processor” has the meaning given in applicable Data Protection Legislation from time to time.

“Support Services” means Our standard support services provided by Us in accordance with the Support Services Policy in respect of the Software, including the provision of any applicable Software maintenance releases during the term of this Agreement;

“Support Services Policy” Our policy for providing the Support Services to You, as made available by Us from time to time;

“VAT” means value added tax chargeable under the Value Added Tax Act 1994.

“We, Us or Our” means the Party identified as ‘Supplier’ at the head of this Agreement.

“You or Your” means the Party identified as Client at the head of this Agreement and any Order Form.

- 1.2. Unless the context otherwise requires, words in the singular shall include the plural and in the plural, shall include the singular.
- 1.3. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

- 1.4. A reference to a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.5. A reference to writing or written includes fax and e-mail.
- 1.6. The following order of precedence shall apply to this Agreement and the documents referred to in it:
- (a) the clauses in the main body of this Agreement (with the exception of the Processing of Personal Data for which the terms of the Data Processing Agreement shall prevail);
 - (b) each SoW or Order Form, save where provisions of clauses in the main body of this Agreement are specifically dis-applied or varied for the purposes of a particular SoW or Order Form.

2. COMMENCEMENT AND TERM

- 2.1 This agreement shall commence on the date when it has been signed by all the parties ("Commencement Date") and shall continue throughout the term set out in each Order Form or SOW unless terminated earlier by either party in accordance with the termination provisions in clause 12 (Termination for cause) or clause 13 (Termination without cause).
- 2.2 The term of this agreement shall be set out in each Order Form or SOW.

3. FRAMEWORK

- 3.1 This Agreement governs the overall relationship of the parties in relation to the Services provided by Us to You and sets out the procedure for You to request the provision of Services from Us and the template SOW or Order Form to be entered into by Us.
- 3.2 From time to time, You may request the provision of Services from Us. Within 10 Business Days of receipt of a written request from You, We shall either complete a draft SOW or Order Form and submit the draft SOW or Order Form to You which we shall then discuss and agree upon or, notify You that We are not able to provide the requested Services.
- 3.3 A SOW or Order Form shall not enter into force, be legally binding or have any other effect unless:
- (a) the SOW or Order Form has been signed by the authorised representatives of both parties; and
 - (b) as at the date the SOW or Order Form is signed, this Agreement has not been terminated.
- 3.4 Each SOW or Order Form:
- (a) shall be entered into by both parties once agreed;
 - (b) forms a separate contract between the signatories; and
 - (c) shall incorporate the terms of this Agreement.
- 3.5 Any amendments to this Agreement agreed between You and Us in accordance with Clause 18.4 shall be deemed to apply to all future SOWs or Order Forms entered into after the date of such amendment.

4. SUPPLIER'S OBLIGATIONS

- 4.1 We shall:
- (a) provide the Services and Deliverables to You in accordance with the SOW or Order Form in all material respects;
 - (b) use reasonable endeavors to meet any Milestones specified in the SOW;
 - (c) use due care and skill, and act in conformity with good industry practice;
 - (d) comply with Your reasonable instructions and all applicable law and regulations; and
 - (e) comply with any additional responsibilities set out in the relevant SOW or Order Form.
- 4.2 The parties acknowledge that time shall not be of the essence regarding any date for delivery or completion by Us of any good or service under a SOW or Order Form, including any dates for meeting Milestones unless You advise us that time is of the essence.

5. EXTENSION OF TIME

- 5.1 We shall be given a reasonable extension of time for completion of the Services (to be agreed upon by the parties) if one of more of the following events occurs:

- (a) a variation to the relevant SOW or Order Form is made at Your request; or
- (b) performance of Our obligations is prevented or delayed by an act or omission by You, your agents, subcontractors or employees, or failure of any equipment, systems, cabling or facilities provided by You to Us for use directly or indirectly in the supply of the Services.

6. CLIENT'S OBLIGATIONS

6.1 You shall:

- (a) co-operate with Us in any manner reasonably required by Us in order to carry out the Services, including provision of accurate information and data, making available suitably qualified employees and contractors and providing access to Your systems;
- (b) ensure that any equipment, systems, cabling or facilities provided by You to Us for use directly or indirectly in the supply of the Services is in reasonably good working order and suitable for the purposes for which it is used and conforms to all relevant United Kingdom standards or requirements;
- (c) obtain and maintain all necessary licenses and consents and comply in all material respect with all relevant legislation in relation to the Services insofar as such licenses, consents and legislation relate to Your business, premises, staff and equipment, in all cases before the date on which the Services are to start;
- (d) comply, as soon as reasonably practicable, with all Our reasonable requests for information or assistance; and
- (e) comply with any additional responsibilities set out in the relevant SOW or Order Form in all material respect.

6.2 If Our performance of our obligations under this Agreement is prevented or delayed by any act or omission by You, your agents, subcontractors, consultants or employees, then, without prejudice to any other right or remedy We may have, We shall be allowed an extension of time to perform its obligations equal to the delay caused by You.

7. DATA PROTECTION

7.1 The parties shall comply at all times with Data Protection Legislation. Prior to Us processing any Personal Data on Your behalf, the parties shall enter into a data processing agreement in the form set out in ("Data Processing Agreement").

8. INTELLECTUAL PROPERTY

8.1 You acknowledge and agree that We and our licensors and suppliers own all Intellectual Property Rights in the Software, Services, Our data, and any Deliverables. Except as expressly stated herein, this Agreement does not grant You any Intellectual Property Rights or any other rights or licenses in respect of the Software, Services or the Deliverables.

8.2 Subject to clause 8.3:

- (a) As between the parties, all Intellectual Property Rights and all other rights in Our Pre-existing Materials shall be owned by Us; and
- (b) We license all such rights to You on a non-exclusive and worldwide basis to such extent as is necessary to enable You to make reasonable use of the Deliverables and the Services.
- (c) As between the parties, all Intellectual Property Rights and all other rights in Your Pre-existing Materials shall be owned by You

8.3 You acknowledge that, where We do not own any of the Pre-existing Materials, Your use of rights in the Pre-existing Materials is conditional on Us obtaining a written license (or sub-license) from the relevant licensor or licensors on such terms as will entitle Us to license such rights to You.

9. SOW or ORDER FORM FEES AND PAYMENT

9.1 In consideration for the performance of the Services, We shall invoice You for, and You shall pay Us for, the Fee in accordance with the payment plan set out in the SOW or Order Form.

9.2 All sums payable to Us under a SOW or Order Form:

- (a) are exclusive of VAT, and You shall, in addition, pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and
 - (b) shall be paid in full other than any disputed sums without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 9.3 If You in good faith dispute the amount of an invoice, any claims must be made within the first thirty days (30) from the invoice date to avoid a late fee.
- 9.4 Without prejudice to any other right or remedy that it may have, if You fail to pay Us any sum due to Us under a SOW or Order Form on the Due Date:
 - (a) You shall pay simple interest on any overdue amount at the rate of 4% per annum above HSBC Bank's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. You shall pay the interest together with the overdue amount; and
- 9.5 We may suspend all or part of the Services until payment has been made in full.

10. NON-SOLICITATION

- 10.1 Neither party shall without the prior written consent of the other, at any time from the date of this agreement to the expiry of twelve (12) months after the termination or expiry of this agreement solicit or entice away or employ or attempt to employ directly or indirectly (for example through taking up services of another company or through a consulting arrangement) any person who is, or has been, engaged as an employee, consultant or subcontractor by the other party during the term of this Agreement.
- 10.2 Any consent given by Us in accordance with clause 10.1 shall be subject to You paying to Us a sum equivalent to 40% of the annual remuneration to be paid by You to that employee, consultant or subcontractor.

11. LIMITATION OF LIABILITY

- 11.1 Nothing in the Agreement shall limit or exclude liability for:
 - (a) death or personal injury caused by its negligence;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.
- 11.2 The terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Agreement
- 11.3 Neither party shall be liable to the other, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement for loss of profits; loss of sales or business; loss of agreements or contracts; loss of anticipated savings; loss of or damage to goodwill; loss of use or corruption of software, data or information; and any indirect or consequential loss.
- 11.4 The total liability of each party to the other, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement or a SOW or Order Form shall be limited to the greater of the Fees paid by you to us for the relevant Software or Service giving rise to the claim in the preceding twelve months and if in the first twelve months, the Fees paid or payable or £1 million.

12. TERMINATION FOR CAUSE

- 12.1 Without affecting any other right or remedy available to it, either party may terminate this agreement and/or (where the cause for termination relates to a SOW or Order Form) a SOW or Order Form with immediate effect by giving written notice to the other party if:
 - (a) the other party commits a material breach of any term of this Agreement or a SOW or Order Form which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 10 days after being notified in writing to do so;

- (b) the other party repeatedly breaches any of the terms of this Agreement or a SOW or Order Form in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement or the SOW or Order Form;
 - (c) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or
 - (d) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- 12.2 Without affecting any other right or remedy available to Us, We may Terminate this Agreement and/or (where the cause for termination relates to a SOW or Order Form) a SOW or Order Form with immediate effect by giving written notice to You if:
- (a) You fail to pay Us any sum due to Us under a SOW or Order Form on the due date for payment and remains in default not less than 90 days after being notified in writing to make such payment. In this case We reserve the right to charge You interest during the Termination Notice Period outlined in clause 13.

13. TERMINATION WITHOUT CAUSE

- 13.1 Without affecting any other right or remedy available to it, either party may terminate this Agreement for any reason by giving not less than three (3) months' written notice ("Termination Notice Period") to the other party, such Notice to end no earlier than the end of any agreed minimum term set out in a SOW or Order Form.

14. CONSEQUENCES OF TERMINATION

- 14.1 In the event this Agreement or a SOW or Order Form terminates (howsoever arising) or expires:
- (a) any provision of this Agreement or a SOW or Order Form which expressly or by implication is intended to come into or continue in force on or after termination of this Agreement, a SOW or Order Form shall remain in full force and effect;
 - (b) the following clauses shall continue in force: clause 1 (Interpretation), clause 8 (Intellectual property rights), clause 10 (Non-Solicitation), clause 11 (Limitation of liability), clause 14 (Consequences of termination), clause 15 (Confidentiality), clause 18.2 (Waiver), clause 18.3 (Entire Agreement), clause 18.5 (Severance) clause 18.11 (Governing Law); and
 - (c) The agreements around Personal Data outlined the Data Protection Agreement shall remain in full force as long as We retain any Personal Data related to this Data Protection Agreement in Our possession or control.
 - (d) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this Agreement, a SOW or Order Form which existed at or before the date of termination or expiry, shall not be affected.
- 14.2 On expiry or termination of a SOW or Order Form (howsoever arising):
- (a) any other SOW or Order Form then in force or this Agreement shall not be affected;
 - (b) each party shall as soon as reasonably practicable return, destroy or permanently erase (as directed in writing by the other party) any documents, materials or other information or data provided to it by the other party containing, reflecting, incorporating or based on confidential information belonging to the other party;

15. CONFIDENTIALITY

- 15.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party except as permitted by clause 15.2.
- 15.2 Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement or a SOW or Order Form. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 15 and shall remain responsible for ensuring such compliance (and remain liable in the event of breach); and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 15.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement or a SOW or Order Form.
- 15.4 The provisions of this clause shall continue to apply after the expiry or earlier termination of this Agreement.

16. SUPPLIER'S PROPERTY

- 16.1 Our Pre-existing Materials and all other materials, equipment and tools, drawings, specifications and data supplied by Us to You which do not form part of the Deliverables shall, at all times:
- (a) be and remain the exclusive property of Us;
 - (b) be held by You in safe custody at its own risk and maintained and kept in good condition by You until returned to Us;
 - (c) not be disposed of or used other than in accordance with Our written instructions or authorization.

17. FORCE MAJEURE

- 17.1 Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances, the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 3 months, the party not affected may terminate this Agreement or the affected SOW or Order Form (as appropriate) by giving TEN days' written notice to the affected party.

18. GENERAL

- 18.1 Any reference to The CLIENT includes any Affiliate of The CLIENT (e.g., any additional offices and locations acquired by the Client).
- 18.2 **Further assurance:** Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement and each SOW or Order Form.
- 18.3 **Waiver:** No failure or delay by a party to exercise any right or remedy provided under this Agreement or a SOW or Order Form or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 18.4 **Entire agreement:**
- (a) This Agreement (including the Data Processing Agreement) and any SOW or Order Form between the parties constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

- (b) Each party acknowledges that in entering into this Agreement and a SOW or Order Form it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement or a SOW or Order Form.
 - (c) Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement or a SOW or Order Form.
- 18.5 **Variation:** No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 18.6 **Severance:**
 - (a) If any provision or part-provision of this Agreement or a SOW or Order Form is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
 - (b) If one party gives notice to the other of the possibility that any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 18.7 **Counterparts:** This Agreement and each SOW or Order Form may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 18.8 **Third-party rights:** No one other than a party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of its or a SOW or Order Form's terms.
- 18.9 **No partnership or agency:** Nothing in this Agreement or a SOW or Order Form is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 18.10 **Notice:**
 - (a) Any notice given to a party under or in connection with this Agreement or a SOW or Order Form shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case), or by email to an email address identified as appropriate for receipt of notices.
 - (b) Any notice or communication shall be deemed to have been received:
 - (i) by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
 - (ii) if sent by pre-paid first-class post or other next Business Day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service;
 - (iii) if sent by email, upon the date of transmission to the recipient.
 - (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 18.11 **Assignment:** No party may assign, transfer, mortgage, charge, subcontract, declare a trust of or deal in any other manner with any or all of its rights and obligations under this Agreement or a SOW without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).
- 18.12 **Governing law and jurisdiction:** This Agreement and each SOW or Order Form and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales, and the courts of England and Wales shall have exclusive jurisdiction to settle the same.

This Agreement has been entered into on the date stated at the beginning of it.

For and on behalf of <<Insert Client Name>>	For and on behalf of Purple Matrix Ltd
Name	Name
Position	Position
Date	Date
Signature	Signature