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Tower Bridge International Services LP

SOW#: Client Integration Security Provisioning

27th July 2018

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IGXGlobal UK Ltd

**Block of Days Agreement and
Statement of Work**

This Prepaid Block of Days Agreement and Statement of Work (this “Agreement”) is made by and between Tower Bridge International Services LP, a company registered and incorporated in England and Wales with registered company number LP011810 whose registered office address is at 40 Bank Street Canary Wharf, London, E14 5DW and whose principal place of business is at 40 Bank Street Canary Wharf, London, E14 5DW (“Customer”), and IGXGlobal UK Limited, a company registered and incorporated in England and Wales with registered company number 05551268 whose registered office address is at Camburgh House, 27 New Dover Road, Canterbury, Kent, CT1 3DN and whose principal place of business is at 1 Fore Street Avenue, Suite 1001, London EC2Y 9DT (“IGXGlobal”), (each of IGXGlobal and Customer a “Party” and together the “Parties”).

1.0 PROJECT OVERVIEW AND TASK

Customer agrees to purchase and prepay for a block of days to retain IGXGlobal to perform the management and/or technical consulting services for Customer, on a task by task basis (the “**Services**”), and IGXGlobal agrees to perform the following Services on the terms and subject to the conditions and assumptions set forth in this Agreement. Such Services are defined with more particularity in this Section 1.0:

1.1 EXECUTIVE SUMMARY OF SERVICES:

The Customer will purchase a prepaid block of days for work to be performed on time and materials basis (the “Block of Days”). IGXGlobal will provide support as follows:

- The Block of Days will consist of 20 Days.
- Each Day consists of eight (8) hours worked during Normal Business Hours.
- “**Normal Business Hours**” means the hours of Monday through Friday 9:00am to 5:00pm local time, excluding any IGXGlobal-observed holidays. A list of IGXGlobal-observed holidays will be provided upon request.
- One (1) Day minimum applies for all on-site calls.
- One (1) hour minimum for all remote access assistance. Overtime rates apply outside of Normal Business Hours, as described in Section 5.0 (Pricing and Payment Terms) below.
- IGXGlobal will schedule resources on a reasonable best effort basis.
- Customer will sign off on any work performed. The number of Days of work performed (including any partial days) will be deducted from the Block of Days.
- An additional statement of work with a specific task list will be required for any project requiring project pricing.

1.2 DETAILED DESCRIPTION OF SERVICES (AND “SPECIFICATIONS” IF APPLICABLE):

IGXGlobal agrees to provide professional services based on the following outline:

1. Assess the current workflow, inputs, outputs, stakeholders, and roles.
 - This phase is recommended to happen on-site to allow for the assigned IGXGlobal engineer to work with the BGC team(s) in charge of the task.
 - Define project success criteria to be used in the testing phase.
2. Propose a new automated platform based on Ansible.
 - Define the process how to roll out the new platform in the Customer environment.
 - Explain the new process and how it will meet Customer requirements.
 - Describe the tools and frameworks to be used to form the new platform.
3. Implement the agreed automation platform (below in no particular order):
 - Install and configure the chosen tools.
 - The Customer will:
 - Allocate the resources defined in step 2 (likely to be Linux virtual machines).
 - Install the operating system and integrate those machines into the standard enterprise environment (network access, LDAP, filesystems, etc.).
 - Snapshots and backups of the current system.
 - If such machines already exist (for example a git repository), the Customer will have to grant the IGXGlobal engineer access to them.
4. Write a playbook corresponding to the following use case:
 - Update of a text file containing a list of IP addresses.
 - Each IP represents a customer.
 - Add the playbook to the automation platform.
5. Testing and success validation.
 - Run demo on mock clients.
 - Identify trial customers.
 - Sign off success deployment.
6. Documentation and training.
 - The Customer requires the ability to operate the platform by themselves and have the ability to update the platform (like how to add and create new playbooks), as such IGXGlobal will:
 - Document the process workflow through the platform.
 - Give technical clarifications and answer Customer questions.
 - Provide informal training session relative to the Customer platform.
7. Project close out.
 - Assess remaining time.
 - Should there be remaining time the Customer may choose to:
 - Use this time to request IGXGlobal to assist build further playbooks to suit different use cases (Customer to define if required).
 - Bug fixing on the current playbooks.
 - Feature enhance the platform.

Should the work detailed in the above outline be completed, then the remaining block of days can be consumed by widening the automation work scope by mutual consent.

1.3 DELIVERABLES

IGXGlobal will provide Services only, and no deliverables will be provided except as follows:

- IGXGlobal will deliver documentation encompassing operational guidelines of the deployed environment.

Notwithstanding anything to the contrary: (i) IGXGlobal shall have the right to retain a copy of work product of its personnel for its records; (ii) as part of IGXGlobal's provision of the Services, IGXGlobal may use proprietary works that have not been created specifically for Customer, including without limitation programs, methodologies, designs, tools, and documentation, as well as copyrights, trademarks, service marks, ideas, concepts, know-how, or data, and any derivatives thereof, which have been originated, developed or purchased by IGXGlobal, a parent or affiliated company of IGXGlobal, or by third parties under contract to IGXGlobal or to a parent or affiliated company of IGXGlobal (all of the foregoing collectively, "IGXGlobal Information"); and (iii) IGXGlobal Information and IGXGlobal's administrative communications and records remain the sole and exclusive property of IGXGlobal.

2.0 CUSTOMER RESPONSIBILITIES

IGXGlobal personnel may require the support of Customer staff and computing resources in order to perform and complete work under this Agreement. If the required Customer resources cannot be made available, the scope of the work, the work schedule, or both may be affected. IGXGlobal, in performing the Services, will be making recommendations and providing advice, but all decisions as to implementing such advice and recommendations shall be made by and shall be the sole responsibility of the Customer and IGXGlobal shall be entitled to rely on all such decisions of Customer. Customer shall be solely responsible for complying with import and export control laws and regulatory requirements applicable to (i) its technology or technology licensed to Customer by third parties, and (ii) any services or deliverables rendered by IGXGlobal in a different jurisdiction for the benefit of the Customer. In connection with the Services performed by IGXGlobal for this Agreement, Customer agrees to the following requirements:

- Provide a work area suitable for the tasks to be performed and any required software and/or documentation necessary to complete any work contracted through this Agreement.
- Furnish hardware, software, support documentation, and instructions when required.
- To the extent applicable, arrange for acceptance of equipment to the Customer's premises and provide a secure storage location for equipment until scheduled for installation by IGXGlobal.
- Provide contact personnel to escort the engineer through the facility.
- Provide access during Normal Business Hours.
- Provide IGXGlobal with the current network topology, if required.
- Provide electrical power outlet(s) to support the requirements of the installed network equipment.
- Backups should be performed prior to work starting. All data is the responsibility of the Customer.

3.0 PERIOD OF PERFORMANCE

- This Agreement will take effect on the first day following its execution by all Parties and will remain in effect for a period of one (1) year from the anniversary thereof or until the Block of Days is consumed, if earlier. Any unused Days at the end of the 1 year term will be forfeited.
- Tasks governed under this Agreement will be scheduled and assigned at a time mutually acceptable to all Parties.

4.0 PLACE OF PERFORMANCE

Unless otherwise specified elsewhere in this Agreement, all on-site Services will be performed remotely or at Customer's facilities located in Place of Performance.

5.0 PRICING AND PAYMENT TERMS

- 5.1 The Purchase Order value for the described service is \$ 28,296.00 (20) Day Block.
- The Pricing in this SOW is valid for 90 days from delivery to the Customer.
 - The daily rate for remote and on-site support is \$ 1,414.80 Billing Details Rate for standard service.
 - Overtime rates are calculated at 2 times the daily rate identified above for weekend and holiday work, and 1.5 times the daily rate for all other work performed outside Normal Business Hours.
 - Travel time is included based on work performed at customer's site stated in section 4.0. Any work performed at different site is subject to travel charge. Travel charge will be billed at the pro-rated daily rate. Travel time outside Normal Business Hours will be charged door to door at the applicable overtime rate.
 - Customer will be invoiced in full for the amount of the Purchase Order upon acceptance of this Agreement. Payment terms are Net 30 days.

6.0 ACCEPTANCE OF SERVICES

Upon IGXGlobal's completion of a task or Service performed, IGXGlobal shall notify Customer by providing a time sheet for signature or a Milestone/Service Completion Certificate ("MCC"). Customer has five (5) working days from the completion of the Services or task, as applicable, to accept the work performed as being complete. Signing of the time sheet or MCC, or Customer's failure to respond to the time sheet or MCC within the designated five (5) working day period, signifies Customer's acceptance of the task and that Services have been performed in accordance with this Agreement. In order to refuse acceptance of the Services, Customer must provide IGXGlobal with full details that show that Services do not conform to the Agreement. IGXGlobal shall address such non-conformance in a timely manner and shall compile an action plan to correct any deficiencies. Acceptance may not be withheld due to defects in Services that do not represent a material non-conformance with the requirements of the Agreement.

7.0 DISCLAIMER

- 7.1 **IGXGLOBAL WILL NOT BE LIABLE FOR ANY FAILURE TO PERFORM THE SERVICES, TO THE EXTENT THAT THE FAILURE IS CAUSED BY CUSTOMER'S LACK OF COOPERATION.**
- 7.2 **IGXGLOBAL WILL NOT BE HELD RESPONSIBLE FOR DATA LOSS. BACKUPS SHOULD BE PERFORMED PRIOR TO WORK STARTING. ALL DATA IS THE RESPONSIBILITY OF THE CUSTOMER.**
- 7.3 **IGXGLOBAL WILL NOT BE HELD LIABLE FOR SOFTWARE LICENSE COMPLIANCE. SOFTWARE LICENSE COMPLIANCE IS BETWEEN THE CUSTOMER AND THE SOFTWARE COMPANY.**
- 7.4 **IGXGLOBAL WILL NOT BE HELD FOR ADDITIONAL WORK NOT LISTED IN THIS AGREEMENT. AN ADDENDUM MUST BE WRITTEN AND APPROVED BY BOTH IGXGLOBAL AND THE CUSTOMER BEFORE ADDITIONAL WORK CAN BE STARTED.**
- 7.5 **IGXGLOBAL WILL NOT BE HELD RESPONSIBLE FOR DELAYS OR FAILURES TO PERFORM HEREUNDER DUE TO CAUSES BEYOND ITS REASONABLE CONTROL (INCLUDING, WITHOUT LIMITATION, ACTS OF GOD, FIRE, FLOOD, WAR, EXPLOSION, SABOTAGE, TERRORISM, EMBARGO, CIVIL COMMOTION, ACTS OR OMISSIONS OF ANY GOVERNMENT ENTITY, SUPPLIER DELAYS, COMMUNICATIONS OR POWER FAILURE, EQUIPMENT OR SOFTWARE MALFUNCTION, OR LABOR DISPUTES).**
- 7.6 **IGXGLOBAL WILL NOT BE HELD RESPONSIBLE FOR DELAYS OR FAILURES TO PERFORM RELATED TO THE CUSTOM CONFIGURED OR SPECIALIZED HARDWARE OR SOFTWARE NEEDING MODIFICATION BY THE MANUFACTURER.**
- 7.7 **IGXGLOBAL WILL NOT BE HELD RESPONSIBLE FOR DELAYS OR FAILURES TO PERFORM RELATED TO THE DATA CONVERSION BEING PERFORMED BY THE CUSTOM CONFIGURED OR SPECIALIZED SOFTWARE MANUFACTURER.**

8.0 WARRANTY

IGXGlobal represents and warrants that the Services shall be provided in a professional and workmanlike manner in accordance with customary industry standards. Customer agrees to advise IGXGlobal in writing of any breach or alleged breach of the foregoing warranty prior to the end of the acceptance period set forth in this SOW. Notwithstanding anything in this SOW, Customer understands that IGXGlobal shall bear no responsibility for the performance, repair or warranty of any of Customer's software or hardware products or any software, hardware product or service provided to Customer by a third party, and Customer shall look solely to the third party provider for all remedies and support with regard to such products or service. If Services include assessment of Customer's network or infrastructure, no guaranty is made by ePlus or its third party providers that such Services will detect all potential problems or vulnerabilities. IGXGlobal does not guarantee that recommendations or actions undertaken will completely address all issues identified or not identified. ALL WARRANTIES PROVIDED HEREIN ARE PERSONAL TO, AND INTENDED SOLELY FOR THE BENEFIT OF, CUSTOMER AND DO NOT EXTEND TO ANY THIRD PARTY. THE WARRANTIES SET OUT IN THIS SECTION 9 ARE IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS IN RELATION TO THIS SOW AND IGXGLOBAL DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THIS SOW (INCLUDING, WITHOUT LIMITATION, WARRANTIES AS TO MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR

A PARTICULAR PURPOSE), NON-INFRINGEMENT OR OTHERWISE, EITHER EXPRESS OR IMPLIED.

9.0 LIMITATION OF LIABILITY

NOTHING IN THIS SOW SHALL LIMIT OR EXCLUDE IGXGLOBAL'S LIABILITY FOR: (A) DEATH OR PERSONAL INJURY CAUSED BY THE NEGLIGENCE OF IGXGLOBAL OR ITS OFFICERS, EMPLOYEES, WORKERS, AGENTS OR SUBCONTRACTORS; OR (B) TANGIBLE PROPERTY DAMAGE CAUSED DIRECTLY BY THE NEGLIGENCE OF IGXGLOBAL OR ITS OFFICERS, EMPLOYEES, WORKERS, AGENTS OR SUBCONTRACTORS.

IN NO EVENT WILL IGXGLOBAL BE LIABLE TO THE CUSTOMER OR ITS AFFILIATES FOR (A) ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, EVEN IF IGXGLOBAL HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, (B) ANY DAMAGES RESULTING FROM LATENT DEFECTS, LOSS OF DATA OR PROFITS, (C) ANY CLAIM WHETHER IN CONTRACT OR TORT, THAT AROSE MORE THAN ONE (1) YEAR PRIOR TO THE DATE OF ISSUE OF A CLAIM IN RELATION THERETO. IGXGLOBAL'S AGGREGATE LIABILITY HEREUNDER, IF ANY, SHALL BE STRICTLY LIMITED TO THE AMOUNT PAID BY CUSTOMER PURSUANT TO THIS STATEMENT OF WORK. IN NO EVENT SHALL IGXGLOBAL BE LIABLE FOR ANY CLAIMS BY A THIRD PARTY.

EACH PARTY ACKNOWLEDGES THAT THIS SECTION 10 SETS FORTH A REASONABLE ALLOCATION OF LIABILITY BETWEEN THEM, AND THAT IGXGLOBAL'S PRICING IS OFFERED IN RELIANCE ON THE WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS AND EXCLUSIONS SET FORTH IN THIS SOW.

10.0 OTHER TERMS AND CONDITIONS

Effect of Termination: Termination of this SOW does not relieve Customer's obligations to pay all fees that accrued before termination and shall be without prejudice to the rights and remedies of each Party accrued at the date of Termination. Any provision of this SOW that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this SOW shall remain in full force and effect.

Late Payment Charge and Default: If Customer fails to make any payment due to IGXGlobal under this SOW by the due date for payment, then, without limiting IGXGlobal's remedies under Section 5.2, Customer shall pay interest on the overdue amount at the annual rate of eight percent (8%) above the Bank of England Base Rate or the maximum rate permitted by the Late Payment of Commercial Debts (Interest) Act 1998, whichever is less. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. Customer shall pay the interest together with the overdue amount. Failure by IGXGlobal to assess this charge on one occasion in no way affects its right to do so on another occasion. In the event IGXGlobal must resort to collection, Customer shall be responsible for all collection costs, including legal fees. IGXGlobal reserves its right to review and revise either the credit or the payment terms of this SOW based on Customer's financial condition or payment history at the time of such review, and Customer agrees to provide all relevant information to affect such review. IGXGlobal further reserves its right to suspend Services for nonpayment by Customer for Services either under this SOW and/or purchase orders.

Assignment: Neither Party may assign any of its rights or obligations under this SOW without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that either Party may assign this SOW to a corporation controlling, controlled by or under common control with the assigning Party without the prior written consent of the other Party. Notwithstanding the foregoing, IGXGlobal may assign payment for financing purposes without notifying Customer, but Services will not be affected.

Non-Disclosure: As used herein, "Confidential Information" means the terms and provisions of this SOW and any related documents delivered hereunder, together

with all data, reports, analyses, compilations, records, pricing and evaluation of all or any portion of the transactions contemplated by this SOW. The Parties agree to protect each other's Confidential Information from unauthorized disclosure to any third party and to disclose the Confidential Information only as required in the performance of this SOW and/or purchase orders, or as may be required by law or otherwise. IGXGlobal may have agreements with some software, hardware, and other vendors. IGXGlobal, its parent, or any affiliates may receive discounts, commissions, rebates, or other consideration from vendors (the "Benefits") and IGXGlobal may disclose to vendors such information about Customer's needs as appropriate to secure the Benefits. Confidential Information must be in writing or other tangible form, marked with an appropriate legend. If not in written or tangible form, it must be identified as confidential at the time of disclosure and summarized and delivered to the other Party within a reasonable time following disclosure, or must be of a character or nature that a reasonable person under like circumstances would treat as confidential. Confidential Information does not include information that: (i) is or becomes publicly available other than through a breach of this SOW; or (ii) was in the possession of the receiving Party at the time of disclosure or later becomes available from a third party without obligation of confidentiality; or (iii) is lawfully received by the receiving Party from a third party without breach of this SOW, provided that the receiving Party is not obligated under separate agreement to hold such information in confidence; or (iv) is independently developed by or for the receiving Party without access to confidential information, as evidenced by its records; or (v) the receiving Party has received written permission from the other Party to disclose; or (vi) the receiving Party is required to disclose pursuant to a valid order of court or other governmental body thereof; provided, however, that the recipient of the information shall first give notice to the disclosing Party and make a reasonable effort to obtain a protective order requiring that the information and/or documents so disclosed will be used for the purposes for which the order was issued. Each Party hereby agrees that all Confidential Information or proprietary rights referred to above shall remain the exclusive property of the disclosing Party and shall be returned to the disclosing Party promptly upon request. Each Party acknowledges and agrees that it would be difficult to fully compensate the other Party for damages resulting from the breach or threatened breach of the foregoing provisions and, accordingly, that the non-breaching Party will be entitled to temporary and injunctive relief, including temporary restraining orders, preliminary injunctions and permanent injunctions to enforce such provisions. This provision with respect to injunctive relief will not, however, diminish the Parties' rights to claim and recover damages. The provisions of this Section 11.4 (Non-Disclosure) shall remain in effect for

a period of three (3) years after the expiration or termination of this SOW for any reason.

Non-Solicitation: IGXGlobal has invested significant resources in the training of its employees and these employees are a valuable resource. Therefore, during the performance of this SOW and for a period of twelve (12) months following the completion of work to be performed hereunder, Customer agrees not to solicit for hire or hire employees of IGXGlobal. This restriction shall not preclude hiring any such employee who (i) initiates discussions regarding such employment without any direct or indirect solicitation by Customer; (ii) responds to any public advertisements; or (iii) has been terminated by IGXGlobal prior to commencement of employment discussions with Customer. Should a hiring take place in breach of this Section, Customer agrees to pay IGXGlobal a fee in an amount equivalent to ten percent (10%) percent of the employee's total annual compensation ("Finder's Fee"). The Parties hereby acknowledge that they have had the opportunity to obtain independent legal advice on the effect of this Section and agree that the amount of the Finder's Fee represents a fair and reasonable sum in the circumstances.

Choice of Law and Jurisdiction: This SOW and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this SOW or its subject matter or formation.

Severability: If any provision or part-provision of this SOW 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 any provision or part-provision under this Section will not affect the validity and enforceability of any other provision or part-provision of this SOW.

Relationship between the Parties: The relationship created hereunder between the Parties shall be solely that of independent contractors entering into an agreement. No representations or assertions shall be made or actions taken that could imply or establish any agency, joint venture, fiduciary, partnership, employment or other relationship between the Parties with respect to the subject matter of this SOW. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

Subcontracting: IGXGlobal retains the right to subcontract any Service described herein to subcontractor(s) of IGXGlobal's choosing, provided that such subcontractor(s) shall possess skills or qualifications equivalent to those of IGXGlobal.

Data Rights and Consents: Customer represents and warrants that it has all right, title and interest in and to any data furnished in connection with the Services and/or that it has obtained all necessary consents, permissions and releases necessary for IGXGlobal to perform its obligations under this SOW.

Integration; Order of Precedence: This SOW constitutes the entire agreement of the Parties hereto with respect to its subject matter and supersedes and extinguishes all prior and contemporaneous agreements, promises, assurances, undertakings, commitments, warranties, representations, understanding, proposals, discussions, and communications, whether oral or in writing, relating to its subject matter. Each Party agrees that it 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 SOW. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this SOW.

Variation: This SOW may be modified only by means of a duly executed written amendment. Neither the terms of any purchase order, invoice, or other instrument documenting a payment or transaction that is issued by either Party in connection this SOW, nor any other act, document, usage, custom, or course of dealing shall modify the terms of this SOW. This SOW shall be enforceable in accordance with its terms when signed by each of the Parties hereto.

Third Party Rights: No one other than a party to this SOW, their successors and permitted assignees, shall have any right to enforce any of its terms.

No waiver: No failure or delay by a Party to exercise any right or remedy provided under this SOW 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.

Counterparts: This SOW 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. Transmission of an executed counterpart of this SOW (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this SOW.

If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each Party shall provide the other with the original of such counterpart as soon as reasonably possible thereafter. No counterpart shall be effective until each Party has executed and delivered at least one counterpart.

Notices: Notices required or permitted to be given under this SOW shall be in writing and delivered in person or by a nationally recognized overnight carrier that obtains a receipt to the principal place of business of the respective Party set forth in the introductory paragraph of this SOW

or to such other address as the Party from time to time may have designated by written notice. Notices shall be deemed given when delivery is confirmed or on the date of first refusal. Notices of default may first be given orally if followed by written notice according to this Section 11. A copy of each notice to IGXGlobal shall be delivered simultaneously to the General Counsel of its parent company, ePlus Technology, inc., at 13595 Dulles Technology Drive, Herndon, VA 20171 USA, with copy to Vice President, Contracts at the same address.

11.0 AGREEMENT ACCEPTANCE

This Agreement # EF_SOW_Number is acceptable. Please sign and return to IGXGlobal at EMEAservice-request@eplus.com.

IGXGlobal UK Ltd.		OA Customer Name	
AUTHORIZED SIGNATURE		AUTHORIZED SIGNATURE	
PRINTED NAME		PRINTED NAME	
TITLE		TITLE	
DATE		DATE	
		PO#	