



Agreement Number

WATCH.LEARN.DRIVE.COM LTD (WLD)

SUPPORT AGREEMENT

BETWEEN:

(1) watch.learn.drive.com Ltd (WLD)

and

(2) THE POTENTIAL DRIVING INSTRUCTOR named herein

IMPORTANT

This document is a Support Agreement granted to an independent self-employed 'potential driving instructor'. If you are in any doubts as to its contents you should consult your professional advisers.

Your attention is drawn to the fact that the Support Agreement set out below is for a minimum term of 12 months and cannot be terminated by the PDI prior to the expiry of such a minimum term except in the event of a PDI passing the Part 3 Test of the Qualification Examination or in the event of the failure of a 3rd attempt of the Part 3 Test of the Qualification Examination.

THIS SUPPORT AGREEMENT

BETWEEN:-

1. watch.learn.drive.com Limited (WLD) of Intec House, Woolaston Rd, Redditch B98 7SG, (herein referred to as "THE SUPPORT PROVIDER")
2. and
3. of

(herein referred to as "THE POTENTIAL DRIVING INSTRUCTOR (PDI)")

WHEREAS

- (A) THE SUPPORT PROVIDER has established substantial goodwill in connection with THE SUPPORT PROVIDER's provision of uniformly high standards of driver training services under the trade name "WLD".
- (B) THE SUPPORT PROVIDER conducts its business through the address listed above and provides driver training ("THE SUPPORT PROVIDER business") and the PDI carries on a business on his own account providing driver training to pupils as a Driver and Vehicle Standards Agency (herein referred to DVSA) Potential Driving Instructor ("the PDI's business").
- (C) In order to benefit from THE SUPPORT PROVIDER's name and reputation the PDI has requested THE SUPPORT PROVIDER to grant him a Support Agreement on the terms of this Agreement that THE SUPPORT PROVIDER has agreed to do so subject to and in accordance with the terms and conditions set out below.

NOW IT IS HEREBY AGREED as follows:

1. PERIOD OF AGREEMENT

This Support Agreement shall commence on _____ for a minimum fixed period of 52 weeks and cannot be terminated by the PDI prior to the expiry of such a minimum term except in the event of a PDI passing the Part 3 Test of the Qualification Examination or in the event of the failure of a 3rd attempt of the Part 3 Test of the Qualification Examination.

2. PRINCIPAL TERM

It is a principal and fundamental term of the Support Agreement that:

- (a)** In order to achieve the maximum benefit from the goodwill and reputation of THE SUPPORT PROVIDER and thereby improve the profitability of the PDI's Business, the PDI must comply with the standards and conditions set out herein; and
- (b)** THE SUPPORT PROVIDER as the operator of this Support Agreement must retain the right to take such steps as it may consider necessary from time to time to protect and enhance not only THE SUPPORT PROVIDER'S Business but also the businesses of THE SUPPORT PROVIDER 's other driver trainers.

AND the remaining terms and conditions of the Support Agreement shall be read and constructed subject to the provisions of this Clause.

3. RIGHTS GRANTED

- (a)** Subject to and in accordance with the terms hereof THE SUPPORT PROVIDER hereby grants to the PDI:
 - (i)** Licence to trade under the Trade Name 'WLD';
 - (ii)** Licence to use THE SUPPORT PROVIDER's trade mark symbols insignias distinctive designs and logos;
 - (iii)** Licence to hold himself out to the public as being an 'potential driving instructor' operating under a Support Agreement with THE SUPPORT PROVIDER (a "WLD PDI").
 - (iv)** All other rights and benefits relating to the PDI by virtue of the Support Agreement.
- (b)** The PDI is granted the right to place on all letter headings, bills, invoices and any other documents or literature used by him in connection with the PDI's Business (in accordance with Clause 7 (t)) in such manner and in such place as THE SUPPORT PROVIDER may direct the following words "A WLD PDI owned and operated under license" followed by the PDI name.
- (c)** THE SUPPORT PROVIDER and the PDI agree that PDI shall not state nor imply that he his a fully qualified Approved Driving Instructor (ADI).

4. TRAINING

THE SUPPORT PROVIDER shall provide training and support so as to ensure compliance with the DVSA requirements for the Trainee Licence:

- (i)** 3 x 4 hour in car sessions delivered at the following time periods: 1st session between weeks 6-8 from the commencement of this agreement; 2nd session between weeks 10-12 from the commencement of this agreement; 3rd session at least 1 week before 1st attempt of the Part 3 Test of the Qualification Examination.
- (ii)** In the event in the event of a failure of an attempt of the Part 3 Test of the Qualification Examination, a further 4 hour session will be delivered before each subsequent attempt.
- (iii)** Regular, unlimited 'Help Surgeries' will be delivered via our 'Virtual Classroom' platform. Attendance to at least 2 of these is compulsory.
- (iv)** The PDI must complete a 'Lesson Self Evaluation' modules for at least 1 (one) lesson per week and upload the appropriate part of the course for assessment.

- (v) The PDI must follow and complete all Online work work and practice sessions in full as structured by THE SUPPORT PROVIDER, and any additional work provided upon request.
- (vi) The PDI is responsible for the booking, paying, managing and cancelling of all DVSA tests.
- (vii) The PDI must inform THE SUPPORT PROVIDER of all test appointments and amendments by email. The PDI must not book or sit a test without the express consent of THE SUPPORT PROVIDER.
- (viii) The PDI must inform THE SUPPORT PROVIDER of all test results by email.
- (ix) In the event of any missed payments, any training booked will be cancelled.
- (x) If the PDI cannot attend a booked training session, or any part thereof, THE SUPPORT PROVIDER will deem the session or part session to be taken unless exceptional circumstances can be proven at the time (for which written evidence will be required) or if the PDI cancels in writing with a minimum 14 days' notice.

5. TUITION VEHICLE

- (a) The PDI may operate their own car as the main tuition vehicle in connection with the PDI's business provided that:
 - (i) It is leased from our preferred vehicle provider unless otherwise agreed in writing. (The cost per week will be determined by the type of vehicle and duration of agreement which will be discussed on an individual basis.)
 - (ii) It is a dual-controlled tuition vehicle of such make and type as THE SUPPORT PROVIDER decides appropriate.
 - (iii) It is either under 10 years old from the first date it was registered with the DVLA (Driver and Vehicle Licencing Agency) or it has been driven less than 80,000 miles from new unless otherwise agreed in writing.
 - (iv) It is in good mechanical condition and general appearance and has been maintained in accordance with the manufacturer's recommendations.
 - (v) It is suitably insured for purpose via our preferred insurer and is MOT'd, if appropriate.
 - (vi) It is kept clean tidy and generally in good order and repair and in a condition satisfactory to THE SUPPORT PROVIDER.
 - (vii) The PDI shall be responsible for reporting any accidents or incidents involving any such vehicle to the police or other proper authority including 'our preferred vehicle supplier' and 'our preferred insurance supplier' (or their agents) within the time prescribed by law and to give promptly all such information and assistance in connection with any accident as the police, THE SUPPORT PROVIDER or insurers or agents may require.

6. THE SUPPORT PROVIDER'S OBLIGATIONS

THE SUPPORT PROVIDER shall at all times during the subsistence of this Support Agreement provide such assistance to the PDI as THE SUPPORT PROVIDER shall in its absolute discretion consider necessary to develop, maintain and promote the PDI's Business and in that connection shall:

- (a) Promote the name of THE SUPPORT PROVIDER as in its absolute discretion and commercial judgement considers necessary on a national or regional basis;
- (b) THE SUPPORT PROVIDER will endeavour to help the PDI to find, source, maintain and manage pupils and dairy, but the PDI understands this is ultimately the PDI's responsibility – absolutely no guarantee of pupil numbers is made.
- (c) THE SUPPORT PROVIDER will at its absolute discretion provide tools and services to the PDI so as to help the PDI promote the PDI's business.

7. PDI'S OBLIGATIONS

In order to maintain uniformly high standards amongst PDIs carrying on business under the Trade Name and to protect for the benefit of THE SUPPORT PROVIDER, the PDIs and all other PDIs of THE SUPPORT PROVIDER, the demand for the services provided under the Trade Name and the reputation and goodwill thereof, the PDI hereby agrees and undertakes with THE SUPPORT PROVIDER that:

- (a) The PDI will use their best endeavours to maintain the highest standards in all matters connected with the PDI's Business and shall not sell anything or provide any services which do not conform with the standards associated with the Trade Name or of which THE SUPPORT PROVIDER does not approve and the PDI will comply with all advice and instructions given to him by THE SUPPORT PROVIDER with regard to standards or quality of service to be provided by him.
- (b) Without prejudice to the provision of paragraph (a) above the PDI will use his best endeavours at all times to assist THE SUPPORT PROVIDER in developing and improving the THE SUPPORT PROVIDER Business including in particular its good name and reputation.
- (c) The PDI shall not under any circumstances pledge the credit of THE SUPPORT PROVIDER or represent himself as being THE SUPPORT PROVIDER or an agent or employee or partner of THE SUPPORT PROVIDER and nothing contained in or relating to this Agreement shall or shall be deemed to constitute a partnership or contract of employment between the parties.
- (d) The PDI agrees to use THE SUPPORT PROVIDER's tuition plans as varied from time to time to the intent that he will exercise his own judgement skills and expertise in determining the manner in which he gives tuition to pupils.
- (e) The PDI will only charge fees to pupils for driving tuition in such amount as shall from time to time be advised by THE SUPPORT PROVIDER and in particular no discounts or variation to such fees will be made without the prior written agreement of THE SUPPORT PROVIDER.
- (f) The PDI shall provide tuition to corporate or governmental pupils/clients contracted by THE SUPPORT PROVIDER at such fee as shall from time to time be agreed.
- (g) The PDI will be responsible for the collection of monies from pupils of driving tuition serviced by him and shall not operate credit accounts for pupils of driver tuition.
- (h) In the event that the PDI is unable for whatever reason to honour a booking for tuition he will inform THE SUPPORT PROVIDER immediately and the THE SUPPORT PROVIDER reserves the right to nominate a substitute.
- (i) The PDI shall promote and preserve the goodwill and reputation associated with the Trade Name by properly providing at no extra cost to a pupil a lesson or lessons as the case may be or otherwise responding to any bona fide complaint from a pupil howsoever arising (including where appropriate or if the pupil requests referring the matter to THE SUPPORT PROVIDER who may (in its absolute discretion) decide that such other lesson or lessons shall be provided by another THE SUPPORT PROVIDER ADI/PDI in which case the cost shall be met by the PDI).
- (j) The PDI shall at all times be polite, clean and tidily clothed and the PDI shall maintain such standards with regard to cleanliness, clothing, appearance or demeanour as are reasonably necessary to maintain the uniformly high standards associated with the Trade Name.
- (k) The PDI acknowledges that THE SUPPORT PROVIDER has the exclusive right to the Trade Name the name "WLD" and to all copyrights, logos, trade names and symbols now or hereafter applied for or granted or used in connection therewith.
- (l) The PDI acknowledges that THE SUPPORT PROVIDER has the exclusive right to grant this Support Agreement and to grant Support Agreement to others to use of the Trade Name in connection with their businesses of providing driver training.
- (m) The PDI agrees that THE SUPPORT PROVIDER may use his address for the purposes of promoting the THE SUPPORT PROVIDER brand and for marketing purposes.
- (n) The PDI is and has chosen to be a self-employed independent contractor carrying on his own business as a potential driving instructor and will not be entitled to make any claim against THE SUPPORT PROVIDER for

unfair dismissal compensation for loss of office or redundancy in the event of this Support agreement being terminated.

- (o) The PDI shall, as a self-employed person carrying on his own business, keep and maintain all necessary books of account and records and be responsible for discharging all VAT income tax and national insurance liabilities incurred by him in connection with the PDI's Business and for meeting all other requirements of any competent taxing authority.
- (p) The PDI will obtain at his own cost all necessary licenses and/or registration and renewal thereof from the DVSA to enable him to carry on business as a driving instructor.
- (q) The PDI will at his own cost provide fully comprehensive ADI instruction insurance to cover the vehicle as referred to in Clause 5 for the full purposes of delivering driver training as set out in the Road Traffic Act.
- (r) The PDI will at his own cost provide negligent instruction insurance to cover any accidental consequences of inadequate instruction in such terms as from time to time advised.
- (s) The PDI shall use in connection with the PDI's Business pursuant to the terms of this Support Agreement only such stationery and other documentation with third parties as THE SUPPORT PROVIDER shall provide, stipulate or approve. On all such stationery etc. there shall be stated "A WLD Support owned and operated under licence by" followed by the PDI's name.
- (t) With the prior written approval of THE SUPPORT PROVIDER the PDI may advertise in accordance with THE SUPPORT PROVIDER guidelines from time to time using only the style and format of advertising previously stipulated by and approved by THE SUPPORT PROVIDER. Under no circumstances may the Trade Name or any logo or symbols associated with the same be used without THE SUPPORT PROVIDER's prior written agreement,
- (u) The PDI shall at all times adhere to the DVSA's Trainee Licence Advertising guidelines.
- (v) The PDI shall at all times act in the best interests of THE SUPPORT PROVIDER and do nothing and commit no act or omission which in the view of THE SUPPORT PROVIDER's goodwill and/or reputation (including without prejudice to the generality or the foregoing) and the PDI shall not without THE SUPPORT PROVIDER's prior agreement make any comment to the press or other media whether arising directly or indirectly in connection with or out of driving training services in general or in respect of THE SUPPORT PROVIDER in particular.
- (w) The PDI shall not pursue any marketing policy or business practice which may be objected to in good faith by THE SUPPORT PROVIDER as being likely to give rise to justifiable professional or public criticism.
- (x) Subject to the aforesaid, the PDI will use his own judgement skill and expertise in determining the manner in which he gives tuition to pupils and in consultation with THE SUPPORT PROVIDER he will be responsible for recommending to pupils the number of driving lessons required and advising generally on all aspects of their driving.
- (y) The PDI does and shall continue to carry on the PDI's Business as a sole trader (and not as a limited company or partnership or otherwise howsoever).
- (z) The PDI shall keep THE SUPPORT PROVIDER advised of any change of the PDI's address or telephone number.
- (aa) The PDI shall (if applicable) at all times ensure that THE SUPPORT PROVIDER vehicle operated by him bears the signwriting design as set by THE SUPPORT PROVIDER at that time. Signwriting must be done using a supplier specified by THE SUPPORT PROVIDER unless prior written agreement of THE SUPPORT PROVIDER is given.
- (bb) The PDI shall provide on request for the same, information relating to Pass Statistics, ALL Licence Details and inform the THE SUPPORT PROVIDER immediately in the event of changes to circumstances surrounding said licence and entitlements.

(cc) The PDI shall use his best endeavours to inform THE SUPPORT PROVIDER of every pupil who passes their test and provide contact details for that pupil in order that THE SUPPORT PROVIDER may contact the pupil for feedback.

(dd) The PDI must upload, using the service provided by the THE SUPPORT PROVIDER, a pupil 'pass photo' for every test pass (where the pupil is happy for him to do so). The photo should be of the pupil, with pass certificate and with a branded driving school vehicle in the background.

8. CONFIDENTIALITY

Save as may be otherwise required by law or by any applicable regulatory authority the PDI shall not without the prior written approval of THE SUPPORT PROVIDER either during the continuance of this Agreement or (notwithstanding any other term hereof) at any time thereafter disclose to any person or company any confidential information belonging to THE SUPPORT PROVIDER or trade secret confidential operation process dealing or private knowledge or information relating to the THE SUPPORT PROVIDER Business names or customers organisation business dealings finance transactions or affairs of THE SUPPORT PROVIDER or any persons associated with THE SUPPORT PROVIDER except to the extent that disclosure of such information is authorised by THE SUPPORT PROVIDER in writing.

9. INITIAL AND SUBSEQUENT SUPPORT FEES

(a) Upon execution and for the duration of this Support Agreement the PDI will pay to THE SUPPORT PROVIDER a weekly Support Fee of £50 per week.

(b) Support fees are paid by weekly 'Recurring Payment' via the 'World Pay Recurring Payment' link. If a payment by this method fails, a charge of £35 will be made. This covers the cost of any bank charges relating to the failed payment and a small administration charge.

10. TERMINATION

THE SUPPORT PROVIDER may without prejudice to any other rights or remedies available to it, terminate this Agreement without notice and with immediate effect and all rights of the Support hereunder shall therefore cease on the happening of any one or more of the following events:

- (i)** If the PDI shall neglect to fail to perform or observe any of the agreements or conditions on the PDI's part to be performed and observed hereunder and shall neglect or fail to remedy any such default (where capable of remedy) to the satisfaction of THE SUPPORT PROVIDER (in the case of any default affecting the quality of services being provided by the PDI within 48 hours and in the case of any other default within 7 days after a written notice therefore has been given to the PDI); or
 - (ii)** If the PDI shall commit any act of bankruptcy or shall become bankrupt; or
 - (iii)** If the PDI shall make any arrangement or composition with its creditors or shall have a receiver appointed over all or any part of the PDI's assets or if the PDI takes any similar action in consequence of debt; or
 - (iv)** If there should be a purported or deemed assignment of this Support Agreement; or
 - (v)** If the PDI shall die.
- (b)** Without prejudice to the provisions of the preceding sub-clause if the PDI makes any default in making payment due under any of the provisions of this Support Agreement or if THE SUPPORT PROVIDER shall on reasonable grounds suspect that any information concerning THE SUPPORT PROVIDER's Business or particulars of any communication from THE SUPPORT PROVIDER to the PDI is being or has been communicated in any way to any other rights or remedies available to it terminate this Support Agreement and all rights of the PDI hereunder shall therefore cease.

- (c) Notwithstanding any other provision hereof this Support Agreement will automatically terminate if the PDI:
- (i) Is prohibited by law from carrying on business as a driving instructor or fails to observe any governmental or other regulations issued from time to time relating to driving instructors; or
 - (ii) Is found guilty of a criminal offence or commits any act of fraud or dishonesty; or
 - (iii) Otherwise conducts himself in a manner that in the reasonable opinion of THE SUPPORT PROVIDER is inconsistent with the duties and responsibilities of a driving instructor providing tuition in general or in respect of his obligations under this PDI Agreement.

11. CONSEQUENCES OF TERMINATION

Upon termination of this Support Agreement howsoever caused:

- (a) The PDI shall immediately discontinue the use of the Trade Name and any trade marks signs cards notices or other display or advertising matter indicative of THE SUPPORT PROVIDER or of any association with THE SUPPORT PROVIDER or of the business or products of THE SUPPORT PROVIDER and shall make or cause to be made such changes in signs cards notices or other display or advertising matter as THE SUPPORT PROVIDER shall reasonably direct so as to effectively distinguish the PDI's Business from its former public marketing image.
- (b) The PDI shall forthwith deliver up to THE SUPPORT PROVIDER all stationery literature signs cards notices or other display or advertising matter and any other article bearing the mark or name of THE SUPPORT PROVIDER or the Trade Name which may be the property of the PDI and all items which may have been loaned to the PDI by THE SUPPORT PROVIDER shall be returned to THE SUPPORT PROVIDER at the PDI's expense. The PDI shall also forthwith pay to THE SUPPORT PROVIDER (without any deduction or right set off whatsoever) all sums of money which may be due from the PDI to THE SUPPORT PROVIDER).
- (c) The PDI shall not pass himself off or hold himself out as being a THE SUPPORT PROVIDER's PDI or in any way connected with or authorised by or associated with THE SUPPORT PROVIDER or describes or hold himself out as having been a THE SUPPORT PROVIDER PDI.
- (d) The PDI shall use his best endeavours to procure the transfer of all the PDI's pupils to another of THE SUPPORT PROVIDER'S PDIs/ADIs nominated by THE SUPPORT PROVIDER in its absolute discretion and shall forthwith transfer any monies received by the PDI from the pupils in respect of lessons not yet taken.
- (e) The PDI undertakes with THE SUPPORT PROVIDER that he will not either:
 - (i) For a period of 3 months thereafter provide driving tuition to any of the pupils in respect of which he is under an obligation to use his best endeavours to procure their transfer to one or more THE SUPPORT PROVIDER PDIs/ADIs in accordance with such Clause; or
 - (ii) For a period of 3 months thereafter solicit or entice away or endeavour to solicit or entice away the custom of or otherwise provide driving tuition to any person he knows is a pupil of or other person currently receiving driving tuition from a THE SUPPORT PROVIDER PDI/ADI or any part of the THE SUPPORT PROVIDER Business.

12. ACKNOWLEDGEMENT

- (a) Each of the restriction and provisions contained in this Agreement and in each Clause paragraph and sub paragraph thereof shall be construed as independent of every other restriction and of every other provision of this Support Agreement and the existence of any claim of cause of action of the Support against THE SUPPORT PROVIDER whatsoever shall not constitute a defence to the enforcement by THE SUPPORT PROVIDER of the said restrictions or provisions or any of them.
- (b) It is hereby expressly agreed between the parties hereto that having regard to the recital and other provisions of this Support Agreement each of the restrictive covenants contained herein and in each Clause paragraph and sub paragraph hereof is reasonably necessary for the protection of THE SUPPORT PROVIDER THE SUPPORT PROVIDER's industrial and intellectual property rights and the other PDIs of THE SUPPORT PROVIDER and does not unreasonably interfere with the freedom of action of the PDI.

- (c)** If any term or provision or any part thereof (in this Clause called the offending provision) contained in this Support Agreement shall be declared or become unenforceable invalid or illegal for any reason whatsoever including but without derogating from the generality of the forgoing a decision by any competent domestic or European Court an Act of Parliament European Economic Community legislation or any other statutory or other bye-laws or regulations or any other requirements having the force of law the other terms and provisions of this Support Agreement shall remain in full force and effect as if this Support Agreement had been executed without the offending provision appearing herein.

In the event that the exclusion of any offending provision shall in the opinion of THE SUPPORT PROVIDER adversely affect THE SUPPORT PROVIDER's right to receive payment of fees or payments by whatever means payable to THE SUPPORT PROVIDER (including but without prejudice to the generality of the foregoing THE SUPPORT PROVIDER's right exclusively to supply the PDI with goods and/or services) or THE SUPPORT PROVIDER's trademarks Trade Name trade secrets know-how or methods or THE SUPPORT PROVIDER's right to specify the rates of driving tuition fees charged to pupils then THE SUPPORT PROVIDER shall have the right to terminate this Support Agreement upon 28 days notice in writing to the PDI.

13. NO WARRANTIES WITHOUT AUTHORITY

The PDI shall make no statements representations or claims and shall give no warranties to any customer or potential customers in respect of any services to be provided to them save such as may have been specifically authorised by THE SUPPORT PROVIDER such authority to be given in writing.

The PDI hereby undertakes with THE SUPPORT PROVIDER to keep THE SUPPORT PROVIDER fully and effectively indemnified against all claims demands (including without limit pupil claims) losses and expenses and costs which THE SUPPORT PROVIDER may incur as a result of any breach by the PDI of this provision or of any part of the provisions contained in this PDI Agreement.

14. GENERAL

- (a)** This Support Agreements contains the entire Agreement between the parties and no representations warranties inducements or promises made by THE SUPPORT PROVIDER whether oral or otherwise and no other agreements whether oral or otherwise not embodied herein and no custom or practice of the parties or any part of them at variance with the terms hereof shall add to or vary this Agreement or be of any force or effect.
- (b)** No failure of THE SUPPORT PROVIDER to exercise any power given to it hereunder or to insist upon strict compliance by the PDI with any obligations hereunder and no custom or practice or the parties at variance with the terms hereof shall constitute any waiver of any of THE SUPPORT PROVIDER's rights under this Agreement. Waiver by THE SUPPORT PROVIDER of any particular default by the PDI shall not affect or impair THE SUPPORT PROVIDER's rights in respect of any subsequent default of any kind by the PDI nor shall any delay or omission or THE SUPPORT PROVIDER to exercise any rights arising from any default of the PDI affect or impair THE SUPPORT PROVIDER's rights in respect of the said default or any other default of any kind.
- (c)** Where under any of the provisions of this Support Agreements THE SUPPORT PROVIDER's consent agreement approval or authority is required to be given or obtained such consent agreement approval or authority to be effective and binding on THE SUPPORT PROVIDER must be in writing and signed by an authorised executive of THE SUPPORT PROVIDER.
- (d)** The Clause headings in this Support Agreement are for convenience only and shall not affect the construction hereof.
- (e)** Any notice required to be given hereunder by THE SUPPORT PROVIDER to the PDI may be delivered personally or sent by first class pre-paid post in either case to the PDI at his last known address. Any notice required to be given by the PDI may be given by leaving the same at or posting it by first class pre-paid post to THE SUPPORT PROVIDER's address as detailed on this Support Agreement. Where a notice is sent by post under the provisions of this Clause service shall be deemed to have been affected at the expiration of seventy two (72) hours (excluding Bank Holidays) after the same was posted whether or not it shall have been received.

I confirm that I have read, understood and fully agree to comply with the terms of this Support agreement.

Signed: _____ Date:

(PDI)

Signed: _____ Date:

(authorised for and on behalf of WLD)