

**LADDER ORDER FORM TERMS**  
**UPDATED 6 DECEMBER 2020**

These order form terms (these “**Terms**”) govern one or more Order Forms between Ladder for Work, Inc. (“**Ladder**”), and the licensee of one or more Products (“**Licensee**”). Upon the effectiveness of an Order Form, these Terms are incorporated into that Order Form and form the complete agreement between Ladder and Licensee for use of the applicable Products.

1. **DEFINITIONS.** In these Terms, the following definitions apply:

“**Connected Account**” means an account of a User that Ladder has authenticated as using the Enhanced Licensee Software.

“**Hiring Location**” means each city that Licensee uses Ladder’s Enhanced Licensee Software for hiring.

“**Enhanced Licensee Software**” means Licensee’s proprietary software which has been integrated with one or more Products.

“**Fees**” means all fees associated with the license of one or more Products, including License Fees and Connected Account Fees.

“**Intellectual Property Rights**” means patent rights, copyrights, trade secrets, know-how, moral rights, rights of privacy and publicity, and any other intellectual property or proprietary rights recognized in any jurisdiction.

“**Licensee Content**” means all information that a Product receives or stores (or both) in connection with Licensee’s use of a Product, including a User’s email messages, contacts, and calendars.

“**License Fees**” means a Product’s license fees as listed in an Order Form.

“**License Period**” means the period when an Order Form is effective.

“**Order Form**” means an order form executed by Ladder and Licensee.

“**Personal Data**” means any information relating to an identified or identifiable natural person.

“**Products**” means one or more of Ladder’s nonpublic, proprietary software solutions.

“**Spam**” means an electronic message (including any email) that: (1) is sent as part of a larger collection of messages that have substantively similar content to a person who has not granted verifiable permission for the message to be sent; (2) violates the U.S. Controlling the

Assault of Non-Solicited Pornography And Marketing Act of 2003, including one-to-one commercial messages; or (3) violates the EU General Data Protection Regulation 2016/679.

“**User**” means an end-user licensee of the Enhanced Licensee Software.

“**User Personal Data**” means Customer Account Data as defined in the Ladder’s Privacy Policy located at <https://www.meetladder.com/privacy/>.

## **2. THE PRODUCTS.**

2.1. Execution of Order Forms. Licensee may obtain a license for one or more Products from Ladder by entering into one or more Order Forms that specify the material terms in connection with that license, including: the name of each licensed Product; each licensed Product’s Fees; the License Period; Licensee’s contact information; and any additional services or features purchased by Licensee from Ladder.

2.2. Access to the Products. Subject to Licensee’s full compliance with these Terms, during the License Period, Ladder grants Licensee the nonexclusive limited right to access and use the Products as a software-as-a-service or an alternative method (as directed by Ladder) for the sole purpose of integrating a Product with Licensee’s proprietary software. Ladder will not provide any Product to Licensee as object code or source code. Licensee acknowledges that under an Order Form, the Products are licensed to Licensee and not sold, and that Ladder maintains all interest in the Products. Nothing in any Order Form will assign, grant, or convey to Licensee any interest in any Product. In connection with Licensee’s use of a Product, Licensee shall use commercially reasonable efforts to protect Ladder’s Intellectual Property Rights in the Products. Upon Licensee’s knowledge of any actual or suspected infringement or misappropriation of the Intellectual Property Rights of a Product, Licensee shall promptly notify Ladder.

2.3. Restrictions. During the License Period, Licensee shall not:

- (a) resell or otherwise provide access to any Product on a standalone basis;
- (b) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of a Product;
- (c) cause or allow any person to perform any of the items listed in section 2.3(b);
- (d) modify, enhance, combine, translate, or create derivative works based on a Product in a manner that: infringes, misappropriates, or violates any person’s Intellectual Property Rights; or results in the violation of law;

(e) combine with any Product any other component not owned or lawfully possessed by Licensee;

(f) use a Product or the Enhanced Licensee Software to store, transmit, upload or post any infringing, libelous, or otherwise unlawful or tortious material or any data (including any Licensee Content) for which the Licensee does not have the necessary consents or rights to store, transmit, upload, or post (as applicable) in connection with use of the Product or the Enhanced Licensee Software;

(g) use a Product or the Enhanced Licensee Software in violation of law, including any laws governing: privacy, intellectual property, consumer and child protection, obscenity or defamation;

(h) use a Product or the Enhanced Licensee Software in a manner that (1) is harmful, fraudulent, deceptive, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, or libelous, including accessing any computer, computer system, network, software, or data without authorization, breaching the security of another user or system, attempting to circumvent any user authentication or security process; (2) impersonates any person or entity, including any employee or representative of Ladder; or (3) contains a virus, Trojan horse, worm, time bomb, or other harmful computer code, file, or program, including password guessing programs, decoders, password gatherers, keystroke loggers, cracking tools, packet sniffers, encryption circumvention programs; or

(i) use a Product or the Enhanced Licensee Software to send an email: (1) that is Spam; (2) to an email address obtained through internet harvesting, scraping, or other surreptitious methods, including through a purchased, rented, or borrowed email address list; (3) to an email address that: is incomplete, is inaccurate, or has requested to opt-out from receipt of emails from the sender; (4) with a misleading or false: name, address, email address, or subject line; (5) that uses or contains an invalid or forged header; (6) that uses or contains invalid or non-existent domain names; (7) that uses a third-party's internet domain name without that third-party's consent; or (8) is relayed from or through a third-party's equipment without that third-party's consent.

2.4. Suspension of Access to the Products. Notwithstanding anything to the contrary in an Order Form, Ladder may suspend or limit Licensee's access to a Product at any time if Ladder determines that Licensee has violated section 2.3 or Licensee's use of any Product will (a) damage one or more Products; (b) materially interfere with Ladder's ability to provide one or more Products; or (c) place an unreasonable burden on one or more Product. Ladder shall give Licensee prior notice of any suspension under this section 2.4. If Licensee's access is suspended for violation of section 2.3, Ladder may terminate one or more of Licensee's Order Forms without obligation to refund any Fees paid to Licensee.

2.5. Ladder's Modification of the Products. Ladder may modify a Product for any reason at any time. Ladder shall notify Licensee in advance of any material modification of a Product.

2.6. Uptime Guarantee. Ladder shall make each Product available at least 99.9% of the time per month, except for any scheduled or emergency maintenance or for any unavailability as a result of system failures or circumstances outside or beyond the control of Ladder or a contractor of Ladder ("Service Interruptions"). Ladder shall use commercially reasonable efforts to maintain the Products in a manner that minimizes Service Interruptions. Ladder shall notify Licensee of any significant Service Interruptions, including those that Ladder reasonably believes will last longer than 4 hours and shall use commercially reasonable efforts to restore any Product affected by a Service Interruption.

2.7. Use of Ladder's Trademarks. Licensee may use the mark "powered by Ladder" in connection with the production, sale, or marketing of the Enhanced Licensee Software, but is not obligated to use any of Ladder's trademarks in connection with the Enhanced Licensee Software.

### 3. **FEES.**

3.1. Fees. In exchange for the license granted in one or more Order Forms, Licensee shall pay Ladder all Fees pursuant to the terms specified in each Order Form.

3.2. Taxes. All Fees or other charges payable by Licensee to Ladder in connection with an Order Form are exclusive of taxes, duties, levies, tariffs, and other governmental charges (collectively, "Taxes"). Licensee shall pay all Taxes, related interest, or penalties resulting from any payments due to Ladder (except Taxes based on Ladder's net income). Licensee shall not reduce the amount paid to Ladder as a result of any withholding related to Taxes.

3.3. Hiring Location Based Billing. Licensee shall pay Ladder for each Hiring Location as set forth in the Product Order Form (amounts due related to Hiring Locations referred to as "Hiring Location Fees"). Ladder shall invoice Licensee for the Hiring Location Fees on the first of the month/year (depending on the Order Form) for the next month/year of service. If Licensee has a good faith dispute over any Hiring Location Fees, it shall pay all undisputed Hiring Location Fees when due, and the parties shall promptly seek to resolve the disputed amounts in good faith.

3.4. Remedies for Nonpayment. If Licensee does not pay the Fees as they become due, Ladder may suspend Licensee's use of one or more Products, regardless of the presence of multiple Order Forms at that time. Licensee shall reimburse Ladder for all costs incurred, including legal fees, in collecting undisputed past due amounts for any Fees.

## 4. CONFIDENTIALITY.

4.1. **“Confidential Information”** means any information that is: (a) disclosed in written form and labeled as confidential or with words of a similar meaning; (b) disclosed orally or visually and is identified as confidential in writing to the recipient at the time of disclosure or promptly after disclosure; or (c) any information that due to its nature or the circumstances of disclosure would be understood to be confidential from the perspective of a reasonable person. **“Confidential Information”** includes: (d) information disclosed by Licensee to Ladder during negotiating an Order Form; (e) all Licensee Content; (f) the source code, object code, or underlying structure, ideas, or algorithms of a Product; and (g) the terms of any Order Form.

4.2. Use and Disclosure Restrictions. Except for Licensee Content, which is governed by article 5, during the License Period and for a period of 3 years thereafter, each party shall not use the other party’s Confidential Information for any purpose unrelated to carrying out the obligations of an Order Form. Each party shall not disclose the other party’s Confidential Information to any third-party unless that third-party is an employee or contractor who: (a) needs to know that Confidential Information for the disclosing party to comply with its obligations under these Terms or an Order Form; and (b) is bound by written agreement that contains confidentiality restrictions at least as protective of the Confidential Information of those in this article 4. Each party shall use the same efforts to protect the confidentiality of the other party’s Confidential Information that uses to protect the confidentiality of its own confidential information of like importance, and in no event less than commercially reasonable efforts.

4.3. Exclusions. The obligations in section 4.2 do not apply to any information that: (a) is or becomes generally known to the public through no fault of or breach of these Terms by the receiving party; (b) is lawfully received by the receiving party prior to disclosure; (c) is independently developed by the receiving party without use of or access to the disclosing party’s Confidential Information; or (d) the receiving party lawfully and rightfully obtained from a third-party that had the right to disclose the information without breach of any confidentiality obligation to the disclosing party and who provides the information without restriction as to use or disclosure.

4.4. Permitted Disclosure. Nothing in section 4.2 will restrict either party from disclosing the other party’s Confidential Information and the disclosing party will not be liable for the disclosure if made: (a) as required by law or government order, if the disclosing party notifies the other party in advance; (b) to its legal or professional financial advisors; or (c) to present or potential private investors in or potential acquirers of the receiving party if the receiving party imposes confidentiality obligations on the third-party receiving the Confidential Information.

## 5. DATA PRIVACY.

5.1. User Personal Data. Ladder shall process User Personal Data in accordance with its Privacy Policy: <https://www.meetladder.com/privacy/>.

5.2. Licensee Content. Licensee hereby grants Ladder a non-exclusive, transferable, sublicensable, worldwide, royalty-free license to use, host, reproduce, display, perform, modify, and make derivative works of any Licensee Content solely as necessary to operate and provide the Products to Licensee during an applicable License Period.

5.3. Information Security. Ladder shall implement commercially reasonable technical and organizational measures designed to protect the Licensee Content consistent with applicable industry standards. Any questions about Ladder's security practices can be sent to the Ladder Security Team at support@ladder.com. Ladder shall notify Licensee promptly upon knowledge of any unauthorized destruction, loss, alteration, disclosure of, or access to Licensee Content.

5.4. Deletion of Licensee Content. Upon termination of all Order Forms, Ladder will, upon Licensee's request, delete or return all Licensee Content (excluding any back-up or archival copies which Ladder shall delete in accordance with Ladder's data retention schedule). Notwithstanding the foregoing sentence, Ladder may retain copies of Licensee Content if required under law, if Ladder isolates and protects that Licensee Content from any further processing except to the extent required by law.

5.5. Licensee Personal Data. If any Licensee Content contains Personal Data of Licensee's end-users ("**Licensee Personal Data**"), the following terms apply:

(a) Documented Instructions. Ladder shall process Licensee Personal Data only in accordance with the documented instructions of Licensee, unless required to do so by law if Ladder notifies Licensee in advance.

(b) Confidentiality. Ladder shall ensure that any person authorized to process Licensee Personal Data has agreed or is under a legal requirement to maintain confidentiality of the Licensee Personal Data.

(c) Subprocessors. Licensee authorizes Ladder to engage a subcontractor to process Licensee Personal Data (each a "Subprocessor") if Ladder:

(1) enters into an agreement with that Subprocessor that imposes on the Subprocessor data protection requirements for Licensee Personal Data consistent with this article 5;

(2) notifies Licensee in advance of any new Subprocessor by updating the Subprocessor list at: <https://www.meetladder.com/privacy/> and allow Licensee 10 days to object to the new Subprocessor. If Licensee has reasonable objections any new Subprocessor, the parties shall work together in good faith to resolve the matter; and

(3) remains responsible to Licensee for a Subprocessor's failure to perform its legal obligations with respect to the processing of Licensee Personal Data.

(d) Data Subject Rights. Ladder shall provide reasonable assistance and comply with Licensee's reasonable instructions related to any requests from individuals exercising their rights in Licensee Personal Data.

(e) Data Protection Impact Assessment and Prior Consultation. Ladder shall provide reasonable assistance to Licensee (at Licensee's expense) if Licensee requests a data protection impact assessment or prior consultation with the relevant data protection authorities.

(f) Demonstrable Compliance. Ladder shall, upon request, provide Licensee with any information necessary to demonstrate compliance with Ladder's obligations in sections 5.5(a) through 5.5(e) and allow for and contribute to audits conducted by Licensee or another auditor elected by Licensee by completing a data protection questionnaire of reasonable length.

(g) Model Clauses. If required, Licensee and Ladder shall use the European Commission Decision C (2010)593 Standard Contractual Clauses for Controllers to Processors ("**Model Clauses**") to support the transfer of Licensee Personal Data. (1) The audits described in Clause 5(f) and Clause 12(2) of the Model Clauses will be performed in accordance with section 5.5(f); (2) pursuant to clause 5(h) of the Model Clauses, Ladder may engage new Subprocessors in accordance with section 5.5(c); (3) Ladder shall, upon request of Licensee, provide Licensee with the subprocessor agreements specified in Clause 5(j) and certification of deletion specified in Clause 12(1) of the Model Clauses; and (4) the optional clauses of the Model Clauses are not included in these Terms. Each party's agreement to these Terms will be deemed a signature to the Model Clauses. If required by the law, the parties shall execute or re-execute the Model Clauses as separate documents.

5.6. Metadata. Ladder may compile and store de-identified information based on Licensee Content, aggregated information based on Licensee Content, or any combination of both for its business purposes, including making enhancements to any Product.

5.7. Feedback. If Licensee or a User provides Ladder with any ideas, suggestions, recommendations, or other feedback regarding one or more Products ("Feedback"), Ladder will be the sole owner of the Feedback and is free to use and exploit Feedback as it sees fit, without any obligation or restriction.

5.8. Licensee Content. Ladder acknowledges that it does not own any interest in or to any Licensee Content. Licensee shall lawfully possess all Licensee Content sufficient to allow Ladder to comply with these Terms.

## 6. WARRANTY DISCLAIMER.

6.1. LADDER MAKES NO WARRANTIES TO LICENSEE OR TO ANY OTHER PARTY REGARDING THE PRODUCTS OR ANY OTHER SERVICES PROVIDED BY LADDER. TO THE FULLEST EXTENT PERMITTED BY LAW, LADDER DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHETHER MADE BEFORE, DURING, OR AFTER A TRIAL PERIOD, INCLUDING, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING LADDER DISCLAIMS ANY WARRANTY THAT ANY PRODUCT WILL BE ERROR-FREE.

## 7. INDEMNIFICATION.

7.1. Infringement Indemnity. Except as provided in section 7.2, Ladder shall indemnify, defend, and hold harmless Licensee from any damages of Licensee caused by a third-party claiming that a Product infringes upon or misappropriates any Intellectual Property Rights.

7.2. Exclusions. Ladder will have no liability if the underlying claim made by a third-party is caused by or the result of: (a) modifications to a Product made other than by Ladder, if a claim would not have otherwise been made; (b) the combination, operation, or use of a Product with equipment, devices, software, or data not authorized by Ladder, if a claim would not have otherwise been made; (c) use of a Product in violation of these Terms or any other written instructions provided by Ladder; or (d) Ladder's compliance with any designs or specifications provided to it by Licensee. Each event listed in the foregoing (a) through (d), an "**Indemnity Exclusion**".

7.3. Sole Remedy. If Ladder's right to provide a Product is enjoined or in Ladder's reasonable opinion is likely to be enjoined, Ladder may obtain the right to continue providing that Product, replace or modify that Product so that it becomes non-infringing, or, if such remedies are not reasonably available, terminate the applicable Order Form without liability to Licensee. THIS ARTICLE 7 IS LADDER'S SOLE LIABILITY AND LICENSEE'S ONLY REMEDY FOR ANY CLAIMS THAT A PRODUCT INFRINGES UPON OR MISAPPROPRIATES ANY PERSON'S INTELLECTUAL PROPERTY RIGHTS.

7.4. Licensee Indemnity. Licensee shall indemnify, defend, and hold harmless Ladder against any damages related to a third-party claim related to: (a) an Indemnity Exclusion; (b) the Licensee Content; or (c) Licensee's breach of these Terms.

7.5. Procedural Requirements. For a party to obtain indemnification under this article 7, the party seeking to be indemnified (the "**Indemnified Party**") will: (a) promptly notify the other party (the "**Indemnifying Party**") in writing of a third-party claim; (b) grant the Indemnifying



Party sole control of the defense and resolution of the claim; and (c) provide the Indemnifying Party, at the Indemnifying Party's expense, with all assistance, information, and authority required for the defense or resolution of the claim. The Indemnifying Party shall not enter into a settlement of any claim that imposes any liability or material obligation on the Indemnified Party or materially prejudices the Indemnified Party's rights without the Indemnified Party's prior written consent that the Indemnified Party shall not unreasonably withhold, condition, or delay.

## **8. LIMITATION OF LIABILITY.**

8.1. **EXCLUSION OF DAMAGES.** EXCEPT FOR DAMAGES RESULTING FROM INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE, NEITHER PARTY WILL BE LIABLE FOR ANY: INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING, LOSS OF INCOME, DATA, PROFITS, OR REVENUE; BUSINESS INTERRUPTION; OR THE COST OF SUBSTITUTE SERVICES OR PRODUCTS RELATING TO AN ORDER FORM OR THE USE OR PERFORMANCE OF A PRODUCT OR ANY SERVICES PROVIDED BY Ladder, REGARDLESS OF WHETHER LIABILITY ARISES FROM ANY CLAIM BASED IN CONTRACT, WARRANTY, TORT, STRICT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT THE PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGES.

8.2. **TOTAL LIABILITY.** EXCEPT FOR DAMAGES RESULTING FROM INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE, NEITHER PARTY'S TOTAL LIABILITY UNDER AN ORDER FORM WILL EXCEED THE TOTAL AGGREGATE FEES PAID BY LICENSEE TO Ladder IN THE 6 MONTH PERIOD PRIOR TO THE CLAIM RELATED TO THE LIABILITY.

## **9. TERMINATION.**

9.1. **Expiration.** An Order Form will terminate at the end of the Order Form's License Period.

9.2. **Renewal.** Any renewal terms for an Order Form must be listed in that Order Form.

9.3. **Termination.** Either party may elect to terminate all Order Forms if the other party breaches a material term or condition of one or more Order Forms and does not cure the breach (if the breach is capable of cure) no later than thirty days after the nonbreaching party notifies the breaching party.

9.4. **Effect of Termination.** Upon the termination of an Order Form: (a) except as provided in section 9.5, Licensee will not have the right to use or access the Products governed by that Order Form, including in connection with Enhanced Licensee Software; and (b) if no other Order Forms remain in effect, at the end of a Wind-Down Period, each party will promptly return to the other party or destroy all Confidential Information of the other party in its possession or control.

9.5. Wind-Down Period. Licensee may elect to continue using any Product for a period up to twelve months after the termination of a License Period (“**Wind-Down Period**”) by notifying Ladder in writing promptly after the termination of that License Period. The Wind-Down Period will be governed by these Terms and the applicable terms of the Order Form for that Product and Licensee shall continue paying for that Products monthly based on the terms of the Order Form (or if the Order Form was billed annually or quarterly in advance, at the average License Fee rate for the prior twelve months) and any associated Connected Accounts based on the Connected Account Fees specified in the Order Form.

9.6. Survival. The following rights and obligations of the parties under these Terms will survive the termination of all Order Forms: rights or obligations expressly time bound in these Terms; any indemnification obligations; and those contained in sections 5.4, 5.6, 5.7, 5.8, 9.4, 9.5, and 9.6 and articles 6, 7, 8, and 10.

## **10. GENERAL.**

10.1. Assignment. Neither party may assign an Order Form, by operation of law or otherwise, without the other party’s prior written consent, except that either party may assign all Order Forms without the consent of the other party to a successor entity in connection with a merger, acquisition, or sale of all or substantially all of the assets of the assigning party. Any attempt by a party to assign an Order Form in violation of this section 10.1 will be void and of no legal effect.

10.2. Governing Law. All claims, controversies, and causes of action related to these Terms or an Order Form will be governed by, and construed and enforced in accordance with the substantive and procedural laws of the State of Delaware (and any relevant U.S. law) without regard to conflict of laws principles.

10.3. Dispute Resolution. The parties shall attempt to resolve any disputes related to these Terms or an Order Form by first escalating the dispute to a level of management in each party’s organization that is removed from the day-to-day implementation or the prior negotiation of the relationship between the parties. If the parties cannot resolve the dispute pursuant to the foregoing sentence, as the exclusive means for initiating any adversarial proceedings relating to these Terms or an Order Form, a party may demand that the dispute be resolved by arbitration administered by a nationally recognized arbiter to be heard in San Francisco, California under the rules of the American Arbitration Association. Neither party may commence any adversarial proceeding in any other forum. The arbiter’s determination will be final and binding on the parties, may be entered in a court of competent jurisdiction, and may be enforced in other jurisdictions. Each party hereby consents to any dispute related to these Terms or an Order Form being heard and resolved exclusively pursuant to this section 10.3. Nothing in this section 10.3 is intended to be construed to prevent a party from seeking injunctive or similar interim relieve from a court of competent jurisdiction.

10.4. Nonexclusive Remedy. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms or an Order Form will be without prejudice to its other remedies available to it.

10.5. Severability. If for any reason a court of competent jurisdiction finds any provision of an Order Form invalid or unenforceable, the parties intend that the provision be enforced to the maximum extent permissible and that the rest of the Order Form remain in full effect.

10.6. Waiver. The failure by a party to enforce any right or remedy under an Order Form does not constitute a waiver of future enforcement of that or any other right or remedy.

10.7. Notices. All notices related to a nontrivial matter required or permitted under an Order Form must be: in writing; with reference to the Order Form; and addressed to the respective party's address listed in the Order Form. Notice will be deemed given when received. All other notices may be made by a party to the other party may be made to the email address listed on the that Order Form.

10.8. Force Majeure. Neither party will be responsible for damages arising from any delay in its compliance under an Order Form due to causes beyond its control.

10.9. Entire Agreement. An Order Form (including these Terms as incorporated) constitutes the complete and exclusive understanding and agreement between the parties regarding its subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral, relating to its subject matter. Any waiver, modification, or amendment of an Order Form will be effective only if in writing and signed by authorized representatives of both parties. These Terms or an Order Form may only be enforced by Ladder, Licensee, or any successor in interest of Ladder or Licensee. No third-party beneficiaries are intended.

10.10. Counterparts. An Order Form may be executed in two or more counterparts. Each counterpart will be deemed an original. All counterparts together will constitute one and the same instrument. Facsimile or electronic signatures will be deemed equivalent to original signatures for all purposes.

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