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- 11. Relationship of Parties and Third-Party Beneficiaries. This Agreement will not be construed as creating an agency, partnership, joint venture, fiduciary duty, or any other form of legal association between you and EM, and you will not represent to the contrary, whether expressly, by implication, appearance, or otherwise. This Agreement is not for the benefit any third parties, other than the EM Parties.
- **12. Insurance.** You represent and warrant that you have, and will continue to maintain, sufficient general and product liability insurance to fully cover your risks and responsibilities hereunder. Upon request, you will provide EM with proof of the foregoing insurance.
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