**EPM LIVE RESELLER AGREEMENT 2012**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Reseller Name:** |  |  | | | | |
| **Address/City/State/Zip:** | | |  |  | | |
| **EPM Live Reseller Authorization Number:** | | | | |  |  |

This Agreement is between EPM Live, by and through (“EPM Live”) and the reseller named above (“Reseller”) and establishes the terms and conditions for Reseller’s participation in the EPM Live Reseller Program (the “Program”). Under the Program, EPM Live will provide marketing and promotional support to Reseller as specified in this Agreement related to Reseller’s purchase and license of EPM Live products for resale.

In consideration of the mutual covenants and agreements herein contained, EPM Live and Reseller hereby agree as follows:

1. **DEFINITIONS**
   1. “Software” will be defined as (a) the object code of the computer program EPM Live and all supporting module programs created by EPM Live for EPM Live together with (b) the object code versions of any enhancements, improvements, new releases and other modifications to such computer programs provided to the Reseller pursuant to the terms of this Agreement. EPM Live shall have the right to add to or discontinue any or all of the computer programs comprising the Software, but only upon fifteen (15) days prior notice to Reseller.
   2. “Purchase Price” will be defined as the full purchase price or the first rental payment price, of the Software, whichever is applicable, as listed on EPM Live’s master reseller price sheet. The Purchase Price is at EPM Live’s sole discretion and may be changed at any time, but only upon fifteen (15) days prior notice to Reseller.
   3. “Purchase Date” will be defined as the date that Reseller remits full Purchase Price to EPM Live.
   4. “Documentation” will be defined as (a) the user manuals, training manuals, and all other text prepared for the end users of the Software and (b) all text distributed to, and intended for the education of, the Reseller concerning EPM Live and its Software and related products and services.
2. RESELLER QUALIFICATION
   1. In order to ensure adequate technical and marketing support to end users, eligibility to resell EPM Live products is subject to meeting certification requirements. Reseller must successfully demonstrate sufficient technical, sales and marketing capabilities. Reseller will not sell EPM Live products without arranging for adequate post-sales support.
3. **RELATIONSHIPS**
   1. Reseller is an independent contractor engaged in purchasing EPM Live products for resale to its customers. Reseller is not an agent or legal representative of EPM Live for any purpose, and has no authority to act for, bind or commit EPM Live.
   2. Reseller has no authority to make any commitment on behalf of EPM Live with respect to quantities, delivery, modifications, interfacing capability, suitability of software or suitability in specific applications. Reseller has no authority to modify the warranty offered with EPM Live products. Reseller will indemnify EPM Live from liability for any modified warranty or other commitment by Reseller not specifically authorized by EPM Live.
   3. Reseller will not represent itself in any way that implies Reseller is an agent or branch of EPM Live. Reseller will immediately change or discontinue any representation or business practice found to be misleading or deceptive by EPM Live immediately upon notice from EPM Live.
4. **RECOGNITION**
   1. Subject to the limitations set forth below, EPM Live hereby grants and Reseller hereby accepts non-transferable, non-exclusive rights to demonstrate, market, sell, distribute and train on the Software to end users for delivery, installation and use.
   2. Title and Ownership. The Software will remain, at all times, the sole property of EPM Live. The Reseller will have no right, title or interest in the Software or any proprietary materials and/or contained in or used in connection with, except as expressly set forth herein.
   3. No Agency. The Reseller shall not be considered an agent of EPM Live and shall not purport to legally bind EPM Live.
5. **ORDERS AND PERFORMANCE**
   1. Quotes. All software quotes must be pre-approved by EPM Live. Quotes not pre-approved by EPM Live will not be honored.
   2. Orders. Orders for Products will be placed by Reseller with EPM Live, in accordance with EPM Live’s order procedures. All orders must be accompanied by both a signed quote and PO# along with customer details for licensing purposes.
   3. Temporary Key. Temporary keys will be issued to the end user at the time the order is placed. The Reseller must pay invoice 30 days from the date keys are issued to avoid service interruption and penalty fees. A permanent key will be delivered to the end user once payment has been received.
   4. Performance of a Sale. Upon completion of a sale between Reseller and an end user, Reseller will notify EPM Live via email (orders@epmlive.com) or telephone and provide the company name, contact name, address, telephone number, and E-mail address of the end user(s). Reseller must also indicate the number of licenses being purchased, and supply a Purchase Order#.
   5. Performance of a Subscription Sale. Upon completion of a sale between Reseller and an end user, Reseller will instruct the end customer to enroll online and purchase with a company credit card at <http://my.epmlive.com> or <http://my.workengine.com>. Each subsequent month, the end customer will be billed automatically.
   6. Payments Terms for Purchase Orders. Reseller will make payments to EPM Live in U.S. dollars within 30 days after the date of invoice for Products shipped to end user. All invoices not paid within 30 days are subject to penalty fees, loss of commission, and interruption of service or suspension of licensing keys. All invoices overdue by 60 days or more will result in auto-forfeiture of partner commissions and a 5% penalty fee.
   7. Credit Lines. Reseller will provide financial statements and references for the establishment of its initial credit line. EPM Live may revoke such open account terms should Reseller fail to make payments according to the terms set out above or fail to provide satisfactory financial statements or references, in which event EPM Live may require Reseller to accompany its orders with irrevocable letters of credit or impose such other terms as EPM Live may deem advisable.
   8. Shipments and Deliver. EPM Live software is delivered electronically via FTP site unless Reseller’s customers subscribe to the online subscription service.
   9. Cancellation. EPM Live reserves the right to cancel any orders placed by Reseller and accepted by EPM Live as set forth above, or to refuse or delay shipment thereof, if Reseller (i) fails to make any payment as provided in this agreement or on the terms of payment set forth in any invoice or otherwise agreed to by EPM Live and Reseller, (ii) fails to meet reasonable credit or financial requirements established by EPM Live, including any limitations on allowable credit, or (iii) otherwise fails to comply with the terms and conditions of this agreement. EPM Live also reserves the right to cancel any orders for discontinued Products without liability of any kind to Reseller or to any other person. No such cancellation, refusal or delay will be deemed a termination (unless EPM Live so advises Reseller) or breach of this agreement by EPM Live.
6. **PRICING**
   1. On Premise Pricing. EPM Live shall invoice Reseller at time of shipment, for all Products shipped. Prices shall be in accordance with the current price list, as amended from time to time. For on premise customers prices do not include packaging, CD Media, prepaid insurance or transportation charges.
   2. Online Pricing. For online customers prices do not include but not limited to additional services such as backup, storage and dedicated server fees.
   3. Changes to Price Lists. Pricing is subject to change. Reseller will be given 30 days’ notice prior to impending price changes. EPM Live will honor quotes for 30 days beyond the effective price change date.
   4. International Pricing. All software prices converted to other currencies are fixed in USD and payment must match original quote in USD.
   5. Discounts. EPM Live reserves the right to offer discounts and buying incentives. All discounts and promotional offers must be approved by EPM Live.
7. **COMMISSIONS**
   1. Partner Commission Fee Schedule. Please see table for partner commission schedule. EPM Live-led deals are deals that require direct pre-sales support from EPM Live field sales staff to deliver software demos\presentations. Partner-led deals are deals that Reseller own and require indirect pre-sales support from EPM Live inside sales staff and\or field sales staff.

|  |  |  |
| --- | --- | --- |
|  | Referral | Reseller-Led |
| On Premise Software | 10% | 20% |
| Online | 10% | 20% |
| Quarterly Bonus (Achieve $100K or more in quarterly sales) | 1% | 5% |

* 1. Commission Payout. For direct purchases, Reseller commissions are paid net 45 days once EPM Live has received full payment for direct customer purchases. Commission percentages will apply only after discounts are applied. Discounts greater than 20% do not qualify for commission payout.
  2. Online Commissions. Commissions will be paid to Reseller automatically through Plimus for as long as the customer’s account is active. To qualify for monthly commissions for online purchases, Resellers must enroll as an EPM Live affiliate and customers are required to make a qualifying purchase through Plimus with a Credit Card. Monthly purchase orders do not qualify for online commissions.
  3. Taxes. Prices represented herein and on all notification issued by EPM Live pursuant to this Agreement are exclusive of all government excise, sales, service, use, occupational, or like taxes and, accordingly, are subject to an increase equal in amount to any tax EPM Live may be required to collect and pay upon the licensing or delivery of the Software marketed hereunder. Reseller is responsible for the payment of any taxes resulting from or imposed upon this Agreement.
  4. Cancellation. All cancellation requests must be made within thirty (30) days of Purchase Date by the Reseller. Reseller must notify EPM Live via Internet or telephone and provide the full name, address, telephone number, E-mail address and business name of the end user who has requested the cancellation. Upon receipt of the cancellation request from Reseller, EPM Live will provide a full refund equal to the Purchase Price to Reseller. Once EPM Live has refunded the Purchase Price to Reseller, EPM Live will deactivate all user accounts and licensing keys.

1. **RESELLER PROGRAM**
   1. Reseller’s Promotion of the Software. Reseller shall exert best efforts to market EPM Live products, and shall use all promotional materials supplied by EPM Live. It is Reseller’s responsibility to help its customers determine which system configuration would best serve their needs. Reseller should advertise the Software in appropriate advertising media and in a manner insuring proper and adequate publicity for the Software. Reseller shall maintain a marketing organization which can be best utilized for the promotion of the Software.
   2. Public Pricing. EPM Live end user pricing is not available on the EPM Live website. Publicly displaying EPM Live pricing is not permitted.
   3. Promotional Materials. EPM Live agrees to provide Reseller such promotional and marketing material including technical specifications, prices, advertisements, and demonstration products and Reseller may reproduce such materials as reasonably required, provided that all copyright, trademark and other property markings are reproduced.
   4. No Impairment. Reseller agrees not to disable or impair any features of the Software that restrict its use to a particular computer system and/or number of users.
   5. Compliance with Laws. Reseller shall comply with all applicable laws, rules and regulations in its performance of this Agreement.
   6. Compliance with EPM Live Policies. Reseller agrees to abide by the policies set out by EPM Live in regards to the marketing, advertising, selling, support, and training of the Software. EPM Live reserves the right, for the purpose of ensuring compliance to EPM Live policies, to contact via telephone, E-mail, letter or fax, customers, employees, business associates or any other person involved in dealings with Reseller.
   7. No Decompilation. Reseller shall not attempt to obtain the source code to the Software through reverse engineering, decompilation, disassembly or other means.
   8. Reseller Liability. Reseller agrees to be solely liable for any and all claims, losses, liabilities, costs and expenses arising from or in connection with Reseller’s distribution, selling, installation, training, or supporting of the Software.
   9. Promotions. EPM Live’s Reseller program will contain various participation levels. EPM Live will invite Reseller from time to time to participate in the co-operative advertising, market development and promotional programs offered by EPM Live. Reseller may, at its option, participate in such programs during the term of this Agreement. EPM Live reserves the right to terminate or modify such programs at any time at its sole discretion.
   10. Training. As defined in the Program Materials, Reseller shall have sufficient technical knowledge of the EPM Live products in general, and will have access to appropriate EPM Live sales and technical training. Reseller shall be responsible for training its personnel to meet Reseller’s obligations under this Agreement.
   11. EPM Live does not represent that it will continue to manufacture any particular item or model of product indefinitely or even for any specific period. EPM Live specifically reserves the right to modify any of the specifications or characteristics of its products, to remove any product from the market, and/or to cease manufacturing or supporting it.
   12. Reseller is expected and encouraged to advertise and promote the sales of EPM Live products through all appropriate media including trade show exhibits, catalogs and direct mailings, space advertising, educational meetings, sales aids, etc. EPM Live must approve all such materials that use EPM Live’s name or trademarks. EPM Live will assist Reseller in advertising and promoting EPM Live products in accordance with EPM Live’s policy.
   13. Support by EPM Live (to Reseller). EPM Live agrees to provide sales and technical support to Reseller. In the event that EPM Live deems Reseller’s use of support services to be excessive or abusive, EPM Live can either discontinue its provision of support services to Reseller or provide said services at EPM Live’s current support rates.
   14. Support by EPM Live (to End User). EPM Live agrees to provide direct support and maintenance services to end users in accordance with EPM Live’s current support policies and support rates.
   15. Lead Registration. Reseller agrees to register all active Customers in the EPM Live Partner Portal. Registering Customers will protect Resellers right to exclusively sell and distribute EPM Live products to registered and qualified Customers. A qualified customer is a customer that has not already been registered by another Reseller or EPM Live sales rep.
2. USE OF EPM LIVE TRADEMARKS
   1. Reseller acknowledges the following:
      1. EPM Live owns all right, title and interest in the EPM Live names and logotypes.
      2. EPM Live is the owner of certain other trademarks and tradenames used in connection with certain product lines and software.
      3. Reseller will acquire no interest in any such trademarks or tradenames by virtue of this Agreement, its activities under it, or any relationship with EPM Live.
   2. During the term of this Agreement, Reseller may indicate to the trade and to the public that it is an Authorized Reseller of the EPM Live products. With EPM Live’s prior written approval, Reseller may also use the EPM Live trademarks and tradenames to promote and solicit sales or licensing of EPM Live products if done so in strict accordance with EPM Live’s guidelines. Reseller will not adopt or use such trademarks or tradenames, or any confusingly word or symbol, as part of its company name or allow such marks or names to be used by others.
   3. At the expiration or termination of this Agreement, Reseller shall immediately discontinue any use of the PRODUCT and EPM Live names or trademarks or any other combination of words, designs, trademarks or tradenames that would indicate that it is or was a reseller of the EPM Live products.
3. **PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**
   1. Acknowledgement of Proprietary Materials. Reseller hereby acknowledges that the Software is protected by the copyright laws of the United States as well as other countries and that the Software embodies valuable confidential and trade secret information of EPM Live, the development of which required the expenditure of considerable time and money by EPM Live. Reseller hereby agrees to hold any trade secrets or other confidential information embodied in the Software, together with any other confidential information and data made available to it by EPM Live, in confidence and agrees not to use, copy, or disclose nor permit any of its personnel to use, copy or disclose the same for any purpose that is not specifically authorized herein. This Agreement does not grant any license under any patents or other intellectual property rights owned or controlled by or licensed to EPM Live. Reseller shall not have any right to manufacture EPM Live products.
   2. Proprietary Markings and Packaging. Reseller hereby agrees to ensure that all copyright, trademark and other proprietary notices of EPM Live affixed to or displayed on Software will not be removed or modified. Reseller shall distribute all packaging, warranties, disclaimers and Customer agreements in tact as shipped by EPM Live. Reseller shall discontinue all use of trademarks, service marks, trade names and logos immediately upon the termination of, or expiration of, this Agreement or upon EPM Live’s specific instruction. After such termination, expiration or direction, Reseller will not use any name, title, or expression in conjunction with EPM Live’s business which, in the opinion of EPM Live, so nearly resembles any EPM Live marks that such use may lead to confusion or uncertainty on the part of the public.
   3. Non-Compete. Reseller agrees that during the term of this agreement and during the 12 months following termination for any reason, it will not represent, or sell product of, any company in the EPM or SharePoint market that is in competition with EPM Live’s products.
4. **LIMITATIONS OF EPM LIVE LIABILITY**
   1. UNDER NO CIRCUMSTANCES, INCLUDING ANY INFRINGEMENT CLAIMS, SHALL EPM Live BE LIABLE TO RESELLER OR ANY OTHER PARTY FOR ANY RE-PROCUREMENT COSTS, LOST REVENUE OR PROFITS OR FOR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF EPM LIVE HAS BEEN INFORMED OF SUCH POTENTIAL LOSS OR DAMAGE.
   2. EPM Live makes no warranties of any kind, either express or implied, to Reseller, and EPM Live disclaims all warranties, including but not limited to the implied warranties of merchantability, title, non-infringement, and fitness for a particular business. EPM Live does not warrant that use of the Software will be uninterrupted and error-free. No oral or written information or advice given by EPM Live, its agents or employees shall create a warranty. Neither EPM Live nor anyone else who has been involved in the creation, production or delivery of the Software shall be liable for any direct, indirect, consequential or incidental damages (including damages for loss of business profits, business interruption, loss of business information and the like) arising out of this Agreement of the use or inability to use the Software even if advised of the possibility of such damages. In no case shall the subject matter of this Agreement, whether in contract, tort or otherwise, exceed the amount actually received by EPM Live hereunder.
5. PRODUCT WARRANTY
   1. The warranty terms and conditions will be as specified in the EPM Live Standard Terms and Conditions of Sale.
   2. EPM LIVE’S WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
6. **SOFTWARE** 
   1. Software License Terms. The software license terms will be specified in EPM Live Standard Terms and Conditions of Sale and any Software Maintenance Agreement entered into by the parties.
7. **RECORDS**
   1. Keeping of Records. Reseller shall maintain copies of all documentation relating to the marketing, sale, and distribution of Software under this Agreement.
   2. Disclosure of Records. Reseller shall disclose such documentation at Reseller’s place of business during normal business hours given twenty-four (24) hours prior notice.
8. **TERM AND TERMINATION**
   1. Initial Term. The term of this Agreement is twelve (12) months from the date of acceptance by Reseller and EPM Live. This Agreement shall automatically renew on each subsequent year for a one-year term, unless it is terminated earlier in accordance with this Agreement.
   2. Termination by Either Party. EPM Live or Reseller may terminate this Agreement without cause at any time upon thirty (30) days written notice or with cause at any time upon fifteen (15) days written notice, except that neither the expiration nor earlier termination of this Agreement shall release either party from any obligation which has accrued as of the date of termination.
   3. Termination by EPM Live. In addition, and without limiting any other rights available under law, EPM Live may, at its option, terminate this Agreement and/or suspend delivery of the Software: (a) Immediately upon notifying Reseller of its decision to such effect, in the event that Reseller is delinquent on any amount then due to EPM Live for longer than fifteen (15) days following demand for payment; (b) In the event that Reseller defaults on its obligations hereunder and fails to cure its default within ten (10) days after having been given notice of such default; (c) Effective immediately and without requirement of notice, in the event that (i) Reseller files a petition in bankruptcy; files a petition seeking any reorganization, arrangement, composition or similar relief under law regarding insolvency or relief from debtors; or makes an assignment for the benefit of creditors; (ii) a receiver, trustee, or similar officer is appointed for the business or property of Reseller; (iii) any involuntary petition or proceeding under bankruptcy or insolvency laws is instituted against such party and not stayed, enjoined or discharged within sixty (60) days; or (iv) Reseller adopts a resolution for, or undertakes to effect, discontinuance of its business or dissolution. (d) By providing written notice to Reseller of its decision to such effect at least fifteen (15) days prior to the proposed termination date, in the event that EPM Live discontinues its distribution of the Software.
   4. Effect of Termination. Unless otherwise expressly provided in this Agreement, any termination hereunder shall not be deemed a cancellation of any orders submitted before the effective date of such termination. Notwithstanding any termination of this Agreement, in addition to those provisions which specifically provide for the survival beyond expiration or termination, all provisions regarding indemnification, warranty, liability and limits thereon, and confidentiality and/or protection of proprietary rights and trade secrets shall survive indefinitely or until the expiration of any time period specified elsewhere in this Agreement with respect to the provision in question. Any termination of this Agreement shall be without prejudice to any other rights or remedies available under this Agreement or at law.
   5. Amendments. EPM Live may, from time to time, give Reseller written notice of amendments to this Agreement. Any such amendment will automatically become a part of this Agreement thirty (30) days from the date of the notice, unless otherwise specified in the notice.
9. **MISCELLANEOUS**
   1. Force Majeure. In the event that EPM Live’s performance is delayed, prevented, obstructed or inhibited because of any Act of God, fire, casualty, delay or disruption in transportation, or shut-down of production facilities, shortage or curtailment, riot, destruction, governmental acts or directives, or any other cause beyond the reasonable control of EPM Live, including financial requirements or manufacturing limitations imposed by third-party manufacturers, suppliers or vendors, EPM Live may give notice to Reseller, via Email, mail, fax or telephone and thereupon EPM Live’s performance shall be excused and the time for performance shall be extended for the period of delay or inability to perform resulting from such occurrence. The occurrence of such an event shall not constitute grounds for default under this Agreement.
   2. Notices. Except as otherwise set forth herein, all notices shall be in writing, and deemed given (i) upon delivery, if delivered in person or by prepaid mail, (ii) ten days after being mailed if sent registered mail, (iii) the next business day if sent overnight courier (unless returned undelivered or the courier reports a late delivery). Notices should be addressed to each party at its address set forth in this Agreement or such addresses as the recipient may have specified by earlier notice to the sender.
   3. Assignment. This Agreement shall not be assigned by Reseller to any person in any case.
   4. Entire Agreement. This Agreement constitutes the entire Agreement between EPM Live and Reseller with respect to the subject matter; unless provided herein, all other prior agreements, representations, statements, negotiations and undertakings are terminated and superseded hereby.
   5. Independent Contractors. The parties shall at all times be independent contractors with respect to each other in carrying out this Agreement.
   6. Amendments. No amendment to this Agreement shall be effective unless it is in writing and signed by an authorized representative of each party. The term “Agreement” is meant to include any future written amendments, modifications or supplements made in accordance herewith.
   7. Headings not Controlling. Headings used in this Agreement are for reference and classification only and are not intended to be deemed part of this Agreement.
   8. Survival. After expiration or termination of this Agreement, all provisions relating to payment shall survive until completion of required payments. In addition to those provisions which specifically provide for survival beyond expiration or termination, all provisions regarding indemnification, warranty, liability and limits thereon, and confidentiality and/or protection of proprietary rights and trade secrets shall survive, unless and until the expiration of any time period specified elsewhere in this Agreement with respect to the provision in question.
   9. Consent to Breach not Waiver. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of or excuse for any other different or subsequent breach.
   10. Severability. In the event that any provision of this Agreement is held to be illegal, void, unenforceable, to any extent, in whole or in part, as to any situation or person, the balance shall remain in effect and the provision in question shall remain in effect as to all other persons or situations, as the case may be.
   11. Reseller agrees to comply with all laws and regulations that are applicable to the business that Reseller transacts. Reseller agrees to indemnify and hold EPM Live harmless for all liability or damages caused by Reseller’s failure to comply with the terms of this provision.
   12. Notices. Notices under this Agreement must be sent by telegram, telecopy or registered or certified mail to the appropriate party at its address stated on the first page of this Agreement (or to a new address if the other has been properly notified of the change). A notice will not be effective until the addressee actually receives it.
   13. This Agreement and its schedules represent the entire agreement between the parties regarding this subject. This Agreement supersedes all previous oral or written communications between the parties regarding the subject, and it may not be modified or waived except in writing and signed by an officer or other authorized representative of each party. Neither party will be liable to the other for any delay or failure to perform if that delay or failure results from a cause beyond its reasonable control. If any provision is held invalid, all other provisions shall remain valid, unless such invalidity would frustrate the purpose of this Agreement.
   14. EPM Live and Reseller will attempt to settle any claim or controversy arising out of it through consultation and negotiation in good faith and a spirit of mutual cooperation. Any dispute which cannot be resolved through negotiation or mediation may be submitted to the courts of appropriate jurisdiction.
   15. Governing Law. This Agreement shall be deemed to have been made in jurisdiction of the State of California and shall be governed by and construed in accordance with the laws of the province of California, exclusive of its rules governing choice of law and conflict of laws. The parties stipulate to jurisdiction in the Superior court of California or as appropriate.
10. IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed by a duly authorized representative of such party as of the date posted within this agreement.

|  |  |  |  |
| --- | --- | --- | --- |
|  | **RESELLER** |  | **EPM Live** |
|  |  |  | LMR Solutions dba EPM Live |
|  | Company Name |  | Company Name |
|  |  |  | 5864 Owens Ave., Suite 130 |
|  | Business Address |  | Business Address |
|  |  |  | Carlsbad, CA 92008 |
|  | City, State, Zip Code |  | City, State, Zip Code |
| Sign: |  | Sign: |  |
| By: |  | By: | Matt Wilson |
| Title: |  | Title: | Director Partner Strategy |
| Date: |  | Date: |  |