THRIVE BIOSCIENCE, INC. STANDARD CUSTOMER

TERMS AND CONDITIONS

1. GENERAL

- a. The following Terms and Conditions ("Agreement") apply to the purchase of Products from Thrive Bioscience, Inc. ("Thrive" or "SELLER"). References to "BUYER" shall mean the party buying and/or using the Products.
- b. In these terms and conditions, "Products" means hardware, equipment including software, other tangible items, including other products adapted or made to BUYER's requirement. Product(s) also include services provided by and/or enabled by SELLER ("Services"). Product(s) further include consumables and instruments that are sold but not made by SELLER ("Distributed Products").
- c. SELLER hereby offers for sale to the BUYER the Products listed in a Quotation on the express condition that BUYER agrees to accept and be bound by the Terms and Conditions set forth herein. No waiver, consent, modification, amendment or change to these terms and conditions herein shall be valid unless made expressly in writing and duly signed by a person authorized by SELLER. These Terms and Conditions are the complete and exclusive statement of the contract between SELLER and BUYER with respect to BUYER's purchase of the Products. BUYER's receipt of Products or SELLER's commencement of the Services provided hereunder will constitute BUYER's acceptance of this Agreement.
- d. All Purchase Orders are subject to acceptance by SELLER. SELLER reserves the right to reject any order for any reason. SELLER reserves the right to accept or reject any Purchase Order in whole or in part and to submit counter-offers consisting of such additional or different terms and conditions, including those contained in these terms and conditions. All orders are subject to acceptance in writing by an authorized representative of SELLER.
- e. SELLER reserves the right to make changes to these Terms and Conditions of Sale at any time prior to acceptance of BUYER's purchase order by SELLER, and such changes shall apply to orders of Products made by BUYER thereafter. SELLER's failure to object to terms contained in any subsequent communication from BUYER will not be a waiver or modification of the terms set forth herein.
- f. By purchasing products from SELLER, BUYER agrees that it is purchasing the Products only for its own use and not for purposes of resale. Products purchased pursuant to these Terms and Conditions may not be sold or transferred to any person or entity for purposes of resale.
- g. SELLER reserves the right to take any action it deems necessary to address BUYER's violation of these terms, including, but not limited to, the suspension of BUYER's ability to purchase Products.
- 2. PRICE

BUYER agrees to pay SELLER for the Products purchased pursuant to the relevant Purchase Order in accordance with the price then in effect when SELLER accepts the Purchase Order. The purchase price for the Products shall be the price listed on the accepted Purchase Order. Prices are in U.S. Dollars and are exclusive of shipping, insurance and all applicable fees, taxes and duties, unless otherwise stated in SELLER's Quotation and Invoice.

3. TAXES AND OTHER CHARGES

Prices for the Products exclude all sales, value added and other taxes and duties imposed with respect to the sale, delivery, or use of any Products covered hereby, all of which taxes and duties must be paid by BUYER. If BUYER claims any exemption, BUYER must provide a valid, signed certificate or letter of exemption for each respective jurisdiction.

4. TERMS OF PAYMENT

SELLER may invoice BUYER upon shipment for the price and all other charges payable by BUYER in accordance with the terms on the face hereof ("Invoice"). If no payment terms are stated on the face hereof, payment shall be net thirty (30) days from the date that BUYER receives the Product. If BUYER fails to pay any amounts when due, BUYER shall pay SELLER interest thereon at a periodic rate of one percent (1.0%) per month (or, if lower, the highest rate permitted by law), together with all costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) incurred by SELLER in collecting such overdue amounts or otherwise enforcing SELLER's rights hereunder. SELLER reserves the right to require from BUYER full or partial payment in advance, or other security that is satisfactory to SELLER, at any time that SELLER believes in good faith that BUYER's financial condition does not justify the terms of payment specified. All payments shall be made in U.S. Dollars.

5. DELIVERY; CANCELLATION OR CHANGES BY BUYER

The Products will be shipped to the destination specified by BUYER, EXW SELLER's pickup point. SELLER will have the right, at its election, to make partial shipments of the Products and to invoice each shipment separately. SELLER reserves the right to stop delivery of Products in transit and to withhold shipments in whole or in part if BUYER fails to make any payment to SELLER when due or otherwise fails to perform its obligations hereunder. All shipping dates are approximate only, and SELLER will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond SELLER's reasonable control. In the event of a delay due to any cause beyond SELLER's reasonable control, SELLER reserves the right to terminate the order or any part of the order so affected, or to reschedule shipment within a reasonable period of time, and BUYER will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay. Products as to which delivery is delayed due to any cause within BUYER's control may be placed in storage by SELLER at BUYER's risk and expense and for BUYER's account. Orders in process may be canceled by BUYER only with SELLER's written consent and upon payment of SELLER's 10% cancellation charge. Orders in process may not be changed by BUYER except with SELLER's written consent and upon agreement by the parties as to an appropriate adjustment in the purchase price therefore. Credit will not be allowed for Products returned without the prior written consent of SELLER.

6. TITLE AND RISK OF LOSS

Notwithstanding the trade terms indicated above and subject to SELLER's right to stop delivery of Products in transit, title to and risk of loss of the Products will pass to BUYER upon delivery of possession of the Products by SELLER to SELLER's pickup point; provided, however, that title to any software incorporated within or forming a part of the Products shall at all times remain with SELLER or the licensor(s) thereof, as the case may be.

7. WARRANTY

- (a) Limited Warranty by SELLER. As to all components of the Products manufactured by SELLER, SELLER warrants that, at the time of shipment, Product supplied by SELLER hereunder shall meet the Product specifications agreed to in writing by the parties, provided, however, that SELLER shall not be liable for any of the foregoing with respect to any product labeling or package inserts to be provided or used by BUYER, or any translation thereof, or for any noncompliance with the foregoing due to the handling or packaging of Product by BUYER. If any law, regulation or rule requires a longer warranty period, then the warranty shall be adjusted to reflect the minimum required by such law, regulation or rule and all other terms that are not conflicting shall remain. For Distributed Products, all product claims and warranties specified herein are made by On-chip Biotechnologies Co. Ltd. The Warranty period is for 12 months and covers manufacturing defects on all instrument parts and related software. The Warranty period begins upon Title Change. The Seller provides a no charge repair or replacement of defective product or parts if notified within the Warranty or Extended Warranty period and product has not been misused, altered, or damaged by disaster or by purchaser. The Warranty and Extended Warranty includes spare parts, labor costs, shipping costs, travel costs (if required), non-customized operating software releases. Wear parts are excluded and will be invoiced separately based on the actual costs incurred including handling. SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND SELLER SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATION OR WARRANTY, INCLUDING BUT NOT LIMITED TO STATEMENTS OF QUALITY, SUITABILITY FOR USE OR PERFORMANCE, WHETHER MADE BY EMPLOYEES OF SELLER OR REPRESENTATIVE, WILL BE CONSIDERED A WARRANTY BY SELLER FOR ANY PURPOSE OR CREATE ANY LIABILITY OF SELLER.
- (b) Limitations. Under no circumstances shall the warranties set forth in Section 7(a) apply to any Product which has been used with unapproved components or to any Product which has been customized or modified, damaged, reused, or misused. In the event that the warranties set forth in Section 7 (are breached and SELLER is responsible for such breach, SELLER will replace the defective part at no cost to BUYER provided a claim under the warranty is provided to BUYER within one year (365 days) days of receiving delivery of the applicable Product. The sole and exclusive remedy of BUYER for any breach of SELLER said warranty shall be to obtain from SELLER or SELLER's designated agent or subcontractor the repair or replacement of defective parts that are returned to SELLER's point of shipment or designated point of repair services, freight prepaid. BUYER shall request return authorization from SELLER prior to the release of the defective parts, and SELLER shall provide reimbursement of charges for return freight THE PROVISIONS OF THE FOREGOING WARRANTIES ARE IN LIEU OF ANY OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL (INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR

PURPOSE). SELLER'S LIABILITY ARISING OUT OF THE MANUFACTURE, SALE OR SUPPLY OF THE PRODUCTS UNDER THIS AGREEMENT OR THE USE OR DISPOSITION OF PRODUCTS BY BUYER, WHETHER BASED UPON WARRANTY, CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE ACTUAL PURCHASE PRICE PAID BY BUYER FOR THE PRODUCTS. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY OTHER PERSON OR ENTITY FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF DATA OR LOSS OF USE DAMAGES) ARISING OUT OF THE MANUFACTURE, SALE OR SUPPLY OF THE PRODUCTS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. THE PRODUCT IS A RESEARCH INSTRUMENT ONLY AND SHALL NOT BE USED FOR ANY OTHER PURPOSE AND SHALL BE USED BY EXPERIENCED RESEARCHERS ONLY. WITHOUT LIMITING THE FOREGOING, SELLER SHALL NOT BE LIABLE FOR THE LOSS OF ANY MATERIALS IN CONNECTION WITH THE USE OF THE PRODUCT.

(c) Enforceability of Limitations. The BUYER shall adhere to the stated warranties, exclusions and limitations of SELLER applicable to the Products and shall not make, warrant or extend any right in excess of the same except as may be required by local law. To the extent that the Products are used inside of the United States or outside of the United States (collectively the "Territory"), the BUYER will undertake all possible and necessary action permitted or required by the laws and regulations of the Territory to ensure that SELLER's limits of responsibility as set forth above are valid and enforceable against whomever they are applicable. The BUYER shall promptly notify SELLER in writing of any warranties extended by BUYER pursuant to the requirements of local law. If any laws or interpretations thereof make any limitation of warranty or liability unenforceable in the Territory or might adversely affect the intellectual property rights of SELLER, then the BUYER shall notify SELLER promptly in writing of the same and shall not distribute the Products without the prior written consent of SELLER.

8. INDEMNIFICATIONS By BUYER

(a) Indemnification in favor of SELLER. BUYER shall indemnify, protect and save SELLER, its Affiliates (as defined below) and all officers, directors, employees and agents thereof (hereinafter referred to as "Indemnitees") harmless from all claims, demands, suits or actions (including attorneys' fees incurred in connection therewith) which may be asserted against SELLER for any kind of damages, including without limitation damage or injury to property or persons and incidental and consequential damages, which may be sustained by any third party or any of the Indemnitees arising out of or incident to the conduct of BUYER's operations under this Agreement. For the purpose of this Agreement, "Affiliate" shall mean, with respect to a party, any company, natural person, partnership or other business entity that controls, is controlled by, or is under common control with such party, where the term "controls" denotes the ownership, directly or indirectly, of more than fifty percent (50%) of the voting securities or other ownership interest of an entity, or the possession, directly or indirectly, of the power to direct the management or policies of an entity, whether through the ownership of voting securities, by contract, or otherwise (with correlative definitions for the terms "controlled by" and "common control").

By SELLER

- (c) Subject to the limitations of liability stated herein, SELLER agrees to: (1) defend any suit or proceeding against BUYER, insofar as it is based on a claim or action by third parties alleging that a Product delivered to BUYER directly infringes a trademark, copyright, mask works right or patent of a third party, and (2) pay all damages and costs, including legal fees, which may be assessed against BUYER in such action that are attributable to such claim; provided, however, that BUYER shall give SELLER prompt notice, in writing, of all such claims or actions instituted against them, and an opportunity to elect to take over, settle or defend the same through counsel of SELLER's own choice and under SELLER's sole discretion and at SELLER's own expense, and will make available to SELLER in the event of such election, all defenses against such claims or actions, known or available to BUYER. If a Product becomes (or in SELLER's reasonable opinion is likely to become) the subject of any such action or claim, SELLER shall, at its option and expense, pursue one or more of the following options:
 - (i) Procure for BUYER the right to continue using such Product; or
- (ii) Replace or modify such Product so that it becomes non-infringing while providing equivalent performance; or

Notwithstanding the above, SELLER shall not be obligated to indemnify or hold harmless BUYER or Authorized Customers if the alleged infringement arises out of: (1) any combination of Products with products not supplied or approved in writing by SELLER, where such infringement would not have occurred but for such combination; (2) the modification or customization of Products not performed by SELLER, where such infringement would not have occurred but for such modification or customization; (3) the use of a Product in an application for which it was not designed or intended, where such infringement would not have occurred but for such use; (4) a claim based on intellectual property rights owned by BUYER or any of companies controlled by, controlling or under common control with BUYER; or (5) where the Products were designed by SELLER to BUYER's specification or an authorized customer's specification. Contributory infringement is specifically excluded from this indemnity. Moreover, SELLER'S LIABILITY FOR INFRINGEMENT UNDER THIS AGREEMENT SHALL NOT EXCEED THE ACTUAL PURCHASE PRICE PAID BY BUYER FOR THE PRODUCTS. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY OTHER PERSON OR ENTITY FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF DATA OR LOSS OF USE DAMAGES).

9. SOFTWARE

With respect to any software products incorporated in or forming a part of the Products hereunder, SELLER and BUYER intend and agree that such software products are being licensed and not sold, and that the words "purchase", "sell" or similar or derivative words are understood and agreed to mean "license", and that the word "BUYER" or similar or derivative words are understood and agreed to mean "licensee". Notwithstanding anything to the contrary contained herein, SELLER or its licensor, as the case may be, retains all rights and interest in software products provided hereunder.

SELLER hereby grants to BUYER a royalty-free, non-exclusive, nontransferable license, without power to sublicense, to use software provided hereunder solely for BUYER's own internal business purposes on the hardware products provided hereunder and to use the related documentation solely for BUYER's own internal business purposes. This license terminates when BUYER's lawful possession of the hardware products provided hereunder ceases, unless earlier terminated as provided herein. BUYER agrees to hold in confidence and not to sell, transfer, license, loan or otherwise make available in any form to third parties the software products and related documentation provided hereunder. BUYER may not disassemble, decompile or reverse engineer, copy, modify, enhance or otherwise change or supplement the software products provided hereunder without SELLER's prior written consent. SELLER will be entitled to terminate this license if BUYER fails to comply with any term or condition herein. BUYER agrees, upon termination of this license, immediately to return to SELLER all software products and related documentation provided hereunder and all copies and portions thereof. Certain of the software products provided by SELLER may be owned by one or more third parties and licensed to SELLER. Accordingly, SELLER and BUYER agree that such third parties retain ownership of and title to such software products. The warranty and indemnification provisions set forth herein shall not apply to software products owned by third parties and provided hereunder.

10. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF SELLER UNDER THESE TERMS AND CONDITIONS (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, INDEMNIFICATION, OR OTHERWISE, BUT EXCLUDING LIABILITY OF SELLER FOR BREACH OF WARRANTY (THE SOLE REMEDY FOR WHICH SHALL BE AS PROVIDED UNDER SECTION 7 ABOVE)) SHALL NOT EXCEED AN AMOUNT EOUAL TO THE LESSER OF (A) THE TOTAL PURCHASE PRICE THERETOFORE PAID BY BUYER TO SELLER WITH RESPECT TO THE PRODUCT(S) GIVING RISE TO SUCH LIABILITY OR (B) TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000). NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF GOODWILL), REGARDLESS OF WHETHER SELLER (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) IS NEGLIGENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN. THE LIABILITY OF BUYER UNDER THESE TERMS AND CONDITIONS (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, INDEMNIFICATION, OR OTHERWISE, SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LESSER OF (A) THE TOTAL PURCHASE PRICE THERETOFORE PAID BY BUYER TO SELLER WITH RESPECT TO THE PRODUCT(S) GIVING RISE TO SUCH LIABILITY OR (B) TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000). NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL BUYER BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF GOODWILL), REGARDLESS OF WHETHER BUYER (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) IS NEGLIGENT.

11. EXPORT RESTRICTIONS

BUYER acknowledges that each Product and any related software and technology, including technical information supplied by SELLER or contained in documents (collectively "Items"), is subject to export controls of the U.S. government. The export controls may include, but are not limited to, those of the Export Administration Regulations of the U.S. Department of Commerce (the "EAR"), which may restrict or require licenses for the export of Items from the United States and their re-export from other countries. BUYER shall comply with the EAR and all other applicable laws, regulations, laws, treaties, and agreements relating to the export, re-export, and import of any Item. BUYER shall not, without first obtaining the required license to do so from the appropriate U.S. government agency; (i) export or re-export any Item, or (ii) export, re-export, distribute or supply any Item to any restricted or embargoed country or to a person or entity whose privilege to participate in exports has been denied or restricted by the U.S. government. BUYER shall cooperate fully with SELLER in any official or unofficial audit or inspection related to applicable export or import control laws or regulations, and shall indemnify and hold SELLER harmless from, or in connection with, any violation of this Section by BUYER or its employees, consultants, agents, or customers.

12. AUTHORIZED USE OF PRODUCTS; INSURANCE

Products sold by SELLER are intended solely for the use(s) specified by the manufacturer and are not to be used for any other purposes including, but not limited to, unauthorized commercial purposes. The Products are sold without any representation that it conforms with any standards. Products are for use only in Approved Uses and only within the United States. BUYER warrants and represents that the Products shall be used solely for Approved Uses and for no other purposes within the United States, unless and to the extent that a BUYER obtains a valid license for other purposes from SELLER and from any third parties having the right to grant such a license. SELLER shall have no responsibility for any such third-party licenses. To the extent that BUYER uses the Products either inside and/or outside of the United States for other than Approved Uses, SELLER shall have no responsibility for any non-Approved Uses and BUYER shall indemnify and hold SELLER harmless from any liability, including but not limited to any and all legal and related expenses, arising out of such non-Approved Uses with no limitation on the amount of indemnity as is set forth for example in Paragraph 10.

In the event the BUYER uses the Products for other than Approved Uses within or outside the United States, BUYER shall notify SELLER in advance in writing. In such an event, SELLER may request at any time, with at least 30 days' notice that BUYER maintain at least \$5,000,000 in product liability insurance with creditworthy carriers and with terms typically found in such policies in the United States for similar situations, starting with the date of any use other than Approved Uses and continuing for a period of four years from the date of installation, or later if the BUYER is using the Products for other than Approved Uses. If requested by SELLER, BUYER will provide a certificate of insurance and/or add the SELLER as an additional insured. SELLER will promptly inform BUYER in the event of a lapse in coverage of the insurance. BUYER shall not, directly or indirectly reconfigure any Products. BUYER shall not remove the marks and labels on the Products and the packaging and instructions thereto nor shall BUYER repackage the Products.

13. MISCELLANEOUS

- (a) BUYER may not delegate any duties nor assign any rights or claims hereunder without SELLER's prior written consent, and any such attempted delegation or assignment shall be void.
- (b) The rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without reference to its choice of law provisions. Each party hereby irrevocably consents to the exclusive jurisdiction of the state and federal courts located in Boston, Massachusetts, USA, in any action arising out of or relating to this Agreement and waives any other venue to which it may be entitled by domicile or otherwise.
- (c) In the event of any legal proceeding between the SELLER and BUYER relating to this Agreement, neither party may claim the right to a trial by jury, and both parties waive any right they may have under applicable law or otherwise to a right to a trial by jury. Any action arising under this Agreement must be brought within one (1) year from the date that the cause of action arose.
- (d) The application to this Agreement of the U.N. Convention on Contracts for the International Sale of Goods is hereby expressly excluded.
- (e) In the event that any one or more provisions contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall remain in full force and effect, unless the revision materially changes the bargain.
- (f) SELLER's failure to enforce, or SELLER's waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision.
- (g) Unless otherwise expressly stated in Paragraph 12, on the Product or in the documentation accompanying the Product, the Product is intended for research only and is not to be used for any other purpose, including without limitation, commercial uses, in vitro diagnostic uses, ex vivo or in vivo therapeutic uses, or any type of consumption by or application to humans or animals (the "Approved Uses").
- (h) Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified herein or at such other address as either party may from time to time designate to the other.
- (i) SELLER may, in its sole discretion, provide applicable Product training to BUYER or its employees.
- (j) Neither party hereto shall be liable for default of any obligation hereunder (other than payment obligations) if such default results from the force majeure which includes, without limitation, governmental acts or directives; strikes; acts of God; war; insurrection, riot or civil commotion; fires, flooding or water damage; explosions; embargoes; pandemics or delays in delivery, whether of the kind herein enumerated or otherwise, which are not within the reasonable control of the party affected.

14. ACCEPTABLE PAYMENT METHODS

The SELLER requires payment as stated in the Quotation and the Invoice. Unless otherwise stated payment shall be made via an electronic interface method that directly exchanges funds between the BUYER's and SELLER's bank accounts.

15. EFFECTIVENESS

The Effective Date is the earlier of the date of issuance of a Purchase Order by the BUYER or the date of change in title to BUYER, which occurs upon pick-up by a shipper from the SELLER or the SELLER's agent. This Agreement applies to all purchases by BUYER from SELLER.

Remainder of page intentionally left blank. Signature Page follows.

| DULY AUTHORIZED, A | GREED TO, | AND ACC | EPTED BY | EACH OF ' | THE PAR | TIES |
|--------------------|-----------|---------|----------|-----------|---------|------|
| BELOW: | | | | | | |

SELLER:

THRIVE BIOSCIENCE, INC.

| | Signature: | | | | |
|------|--------------------|--|--|--|--|
| | Signer Name: | | | | |
| | Signer Title: | | | | |
| | Date of Signature: | | | | |
| | | | | | |
| BUYE | BUYER: | | | | |
| | | | | | |
| | | | | | |
| | Signature: | | | | |
| | Signer Name: | | | | |
| | Signer Title: | | | | |
| | Date of Signature: | | | | |