

Terms of Service

Last Modified: March 2019

THESE TERMS OF SERVICE (these “Terms of Service”) are entered into by and between The Artemus Group, LLC, a Virginia limited liability company (“Artemus”) and the client (the “Client” or “you”) (Artemus and Client each a “Party” and collectively, the “Parties”), as defined in and set forth in an applicable Client Customs Broker Service Agreement (the “Client Agreement”), dated and effective as of the date the signature page attached to such Client Agreement is executed by Client (the “Effective Date”).

These Terms of Service, together with any documents and agreements they expressly incorporate by reference, including, without limitation, that certain Customs Power of Attorney & Acknowledgment of Terms and Conditions of Service (the “Power of Attorney”), and the Client’s applicable Client Agreement (collectively, this “Agreement”), govern your access to and use of the services described in the Client Agreement (collectively defined herein as the “Services”). The Client Agreement, payment schedules, and any other services agreements by and between Artemus and you, as the Client, are incorporated herein by reference, and constitute part of the Agreement by the Parties.

RECITALS

WHEREAS, Client desires to engage Artemus to provide access to the Services, on the terms and conditions set forth in this Agreement; and

WHEREAS, Artemus is willing and desires to be retained by Client, and Client is willing and desires to retain Artemus, only on the terms, covenants, and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. SERVICES. Artemus agrees to provide access to the Services for Client as described in the Client Agreement, as may be amended or revised from time to time in accordance with the terms of this Agreement. Any subsequent Client Agreement entered into pursuant to this Agreement, if executed by an authorized officer of Artemus and Client, will automatically become incorporated with and integrated into this Agreement, and will be automatically included in the definition of “Agreement” with such services outlined therein automatically included in the “Services” as defined herein. Any conflict or inconsistency between the provisions of this Agreement and any subsequently executed Client Agreement will be resolved by giving precedence to the most recently executed Client Agreement under which Services are to be performed and then to this Agreement. Client is responsible for providing to Artemus any information or data required in order to enable Artemus to perform the Services described in this Agreement (collectively, “Client Data”). Client is also responsible for maintaining, supplementing, revising, or otherwise modifying, as appropriate, any Client Data submitted hereunder in order to ensure the completeness and accuracy of such Client Data at all times. Client is responsible for maintaining any specifications required to access the Services. Should Client be unable to submit Client Data to Artemus prior to the specified times as required by applicable jurisdictions, Client agrees to implement the following procedures: (i) inform their customs client representative of the nature and extent of the problem, (ii) inform customs representative at each affected POD, and (iii) customs at each affected POD will inform Client of any additional requirements to meet the applicable rules and regulations. Client is at all times responsible for petitioning for relief from

applicable governmental customs or any other governmental body for any imposed fines and/or penalties as a result of false, incorrect, or inadequate Client Data contained in any electronic filings or late filings that are attributed to Client or its customers or clients. In the foregoing instances, Client is responsible for fulfilling any and all payment obligations.

2. RELATIONSHIP OF PARTIES. It is the express intention of the Parties that Artemus is an independent contractor. Neither Party is an agent, representative, joint venturer, or partner of the other Party. This Agreement will not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon either of the Parties. The Parties are and will remain individually responsible for payment of any taxes, including, without limitation, all international, federal, state, and local personal and business income taxes, sales and use taxes, other business taxes, and license fees arising out of this Agreement.

3. FEES; INVOICES; PAYMENT

3.1 Fees. Client shall pay and deliver to Artemus such fees in the amounts specifically identified, defined, and set forth in the Client Agreement (the “Fees”), in accordance with the timing set forth in the Client Agreement. Artemus has the right, at any time and from time to time, to amend the Fees, in Artemus’s sole discretion, and Client shall pay and deliver to Artemus such foregoing described amended Fees upon receipt of notice from Artemus of the amended Fees. Client acknowledges and agrees that, prior to the Effective Date and at any time during the Term hereof, Artemus may require a credit application and additional information, including, without limitation, an executed credit agreement, from Client on terms as may be provided by Artemus from time to time.

3.2 Invoices. From time to time, Artemus may invoice Client for Fees owed by Client (if applicable, each an “Invoice”). Upon Client’s receipt of an Invoice, Client shall pay and deliver the Fees set forth therein to Artemus by automatic clearing house (ACH) or by credit card/debit card within seven (7) calendar days of each Invoice. All fees and pricing are quoted in U.S. Dollars.

3.3 Late or Incomplete Payments. In the event Client fails to pay and deliver the Fees to Artemus when due and payable hereunder or under the applicable Client Agreement, (i) Client will be charged and hereby agrees to pay a late fee equal to Two and 00/100 percent (2.00%) of all late Fee payment amounts, and (ii) Client consents to Artemus holding a security interest and general lien against Client’s documents and goods in the custody and control of Artemus.

4. TERM AND TERMINATION

4.1 Term. This Agreement commences upon the Effective Date and continues for one (1) year thereafter (the “Initial Term”) and will automatically renew for additional one (1) year periods thereafter (each a “Renewal Term”), unless terminated in accordance with Section 4.2 below (the “Term”).

4.2 Termination. Artemus may terminate this Agreement (i) immediately, at any time, upon a breach of this Agreement by Client, or (ii) upon thirty (30) days’ prior written notice to Client. Client may terminate this Agreement at the expiration of the Initial Term or any Renewal Term by providing written notice to Artemus, in accordance with this Agreement, made at least ninety (90) days prior to the expiration of the current Initial Term or Renewal Term.

4.3 Survival. Upon expiration or termination of the Term in accordance with the terms and conditions of this Agreement, all rights and duties of the Parties toward each other will cease except (i) Client shall deliver to Artemus all Fees due and payable by Client or earned by Artemus as of the date of

expiration or termination of this Agreement, and (ii) Sections 3, 4.3, 5, 7, 8, and 9 will survive any expiration or termination of this Agreement.

5. PROPRIETARY INFORMATION

5.1 Artemus may disclose certain information it considers confidential and/or proprietary to Client, whether before, during, or after the Term of this Agreement, including, but not limited to, tangible, intangible, visual, electronic, present, or future information such as (i) trade secrets, as defined in the Virginia Trade Secrets Act, as amended, (ii) financial information, (iii) technical information, including, without limitation, technical drawings, techniques, inventions, methodologies, formulas, or developments used in its business, (iv) business information, including, without limitation, operations, planning, marketing interests, methods, files, credit collection techniques, electronic files, customers, and product strategies or methods, (v) the terms of any agreement entered into between a third party and such Party, including, but not limited to, this Agreement, its clients and customers and the discussions, negotiations, and proposals related thereto, and (vi) all information subject to this Agreement and any other information acquired or property exchanged during meetings, conversations, or communications with such Party, its members, managers, directors, officers, shareholders, employees, agents, contractors, affiliates, or assigns (the foregoing collectively defined as "Proprietary Information").

5.2 Client shall use and possess Proprietary Information only for the purpose of performing the terms and conditions of this Agreement. Client shall use the same degree of care, but no less than a reasonable degree of care, as Client uses with respect to its own information of a similar nature to protect the Proprietary Information and to prevent (i) any use of Proprietary Information in violation of this Agreement, and/or (ii) communication of Proprietary Information to any unauthorized third parties. Client shall keep such Proprietary Information confidential during the Term hereof and for a period of five (5) years following the termination or expiration of the Term, and shall not disclose such Proprietary Information, in whole or in part, to any person other than Client's representatives or agents who need to know such Proprietary Information in connection with Client's involvement with Artemus under, in connection with, and pursuant to this Agreement; provided, however, Client acknowledges and agrees that the duty of confidentiality related to trade secrets herein shall not expire.

5.3 This Agreement imposes no obligation upon a Party with respect to Proprietary Information that (i) is or becomes publicly available through no fault of such Party, (ii) is rightfully received by such Party from a third party without a duty of confidentiality owed to the other Party, (iii) is independently developed by such Party without breach of this Agreement, (iv) is disclosed by such Party with the other Party's prior written approval, or (v) is required to be disclosed by operation of law, court order, or other governmental demand ("Process"), provided that (A) such Party shall promptly and immediately notify the other Party of such Process, and (B) such Party shall not produce or disclose Proprietary Information in response to the Process unless the other Party has (1) requested protection from the legal or governmental authority requiring the Process and such request has been denied, (2) consented in writing to the production or disclosure of the Proprietary Information in response to the Process, or (3) taken no action to protect its interest in the Proprietary Information within twenty-one (21) business days after receipt of notice of its obligation to produce or disclose Proprietary Information in response to the Process.

6. ASSIGNMENT. Client shall not transfer or assign any of its rights or delegate any of its obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without Artemus's prior written consent. Any purported transfer, assignment, or delegation by Client without such prior written consent will be null and void *ab initio* and of no force or effect. Subject to the foregoing, this Agreement will inure to the benefit of the Parties and their successors, transferees, and assignees.

7. INDEMNIFICATION. Client shall defend, indemnify, and hold Artemus harmless from and against any claim, loss, costs, or damages, including, without limitation, reasonable attorneys' fees, arising out of or resulting from any action by a third party against Artemus that is based upon (i) any negligent, reckless, or intentionally wrongful act or omission of Client, (ii) Client's providing incorrect or insufficient Client Data hereunder, (iii) any breach by Client of any of the terms, conditions, covenants, representations, or warranties contained in this Agreement, or (iv) Client's failure to pay and deliver to Artemus or any applicable governmental entity any Fees or other fees within any required time periods.

8. WARRANTIES AND LIMITATIONS

8.1 Each Party hereto represents and warrants that (a) such Party has the full corporate or individual contractual capacity, right, power, and authority to enter this Agreement and to perform the acts required of such Party hereunder, (b) the execution of the Client Agreement and the agreement to all of the terms and conditions described in this Agreement by such Party, and the performance by such Party of its obligations and duties hereunder do not, and will not, violate any laws, rules, or regulations of any applicable governmental entity or any agreement to which such Party is bound, and (c) upon execution and delivery of the Client Agreement, this Agreement will constitute the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

8.2 Client represents and warrants to Artemus the accuracy and completeness of all Client Data as of (i) the date such information is submitted to Artemus and (ii) as of the date Artemus submits such information to the applicable government agency. Further, Client represents and warrants to Artemus that Client has obtained, fully paid for, and has in full force and effect all known licenses, permits, approvals, certificates, certifications, and other authorizations (including, without limitation, U.S. Customs Type 3 International Carrier Bond for AMS and if applicable, ACI and/or Type 1-4 Bonds for ISF) from all applicable governmental authorities that are necessary for the conduct of Client's business and the use of the Services for the purposes for which they are intended, and Client agrees to maintain at all times all such licenses, permits, approvals, certificates, certifications, and other authorizations during the Term of this Agreement.

8.3 ALL MATERIALS, PRODUCTS, AND SERVICES PURSUANT TO THIS AGREEMENT ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT ANY WARRANTIES OR GUARANTIES WHATSOEVER BY ARTEMUS, WHETHER EXPRESS OR IMPLIED. OTHER THAN AS SET FORTH IN SECTION 8.1 ABOVE, ARTEMUS DISCLAIMS ALL WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, ARTEMUS DISCLAIMS ANY WARRANTY THAT (I) ITS SERVICES WILL MEET CLIENT'S REQUIREMENTS, (II) THE SERVICES PROVIDED WILL BE ERROR-FREE, OR (III) ALL ERRORS WILL BE CORRECTED. ARTEMUS DOES NOT REPRESENT, WARRANT, OR COVENANT THAT THE MATERIALS OR DATA, PRODUCTS, OR SERVICES AVAILABLE ON OR THROUGH ARTEMUS'S PERFORMANCE OF THE SERVICES WILL BE ACCURATE, CURRENT, COMPLETE, RELIABLE, APPROPRIATE FOR ANY PARTICULAR USE TO WHICH CLIENT MAY CHOOSE TO PUT THEM, OR THAT THEY ARE OR WILL BE AVAILABLE ON AN UNINTERRUPTED OR ERROR-FREE BASIS, THAT DEFECTS WILL BE CORRECTED, OR THAT THE MATERIALS, PRODUCTS, OR SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

8.4 NEITHER ARTEMUS, ITS SUBSIDIARIES, CONTRACTORS, SUPPLIERS, MEMBERS, MANAGERS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, OR ASSIGNS (COLLECTIVELY, THE "ARTEMUS PARTIES") WILL BE LIABLE TO CLIENT OR ANY THIRD PARTY, INCLUDING ANY GOVERNMENT AGENCY, FOR ANY LOSS, COST,

DAMAGE, OR OTHER INJURY, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH (A) CLIENT'S USE, NEGLIGENT USE, OR NON-USE, OR CLIENT'S RELIANCE ON OR FAILURE TO RELY ON THE CONTENT, OR THE MATERIALS (INCLUDING, BUT NOT LIMITED TO, CLIENT DATA OR ARTEMUS DATA, INFORMATION, OR DOCUMENTS), PRODUCTS, OR SERVICES ACCESSIBLE, ACCESSED, OR USED UNDER THIS AGREEMENT, OR BY ARTEMUS; (B) ANY DECISIONS MADE OR NOT MADE, OR ACTIONS TAKEN OR NOT TAKEN BY CLIENT, ANY OTHER CLIENT OR USER, OR ANY THIRD PARTY WITH REGARD TO, IN RELIANCE ON, OR AS A RESULT OF, ACCESS AND USE OF THE CONTENT, OR THE MATERIALS (INCLUDING, BUT NOT LIMITED TO, CLIENT DATA OR ARTEMUS DATA, INFORMATION, OR DOCUMENTS), PRODUCTS, OR SERVICES UNDER THIS AGREEMENT, OR BY ARTEMUS; OR (C) CLIENT'S PURCHASE OR USE OF ANY GOODS OR SERVICES PROVIDED BY ARTEMUS OR THIRD PARTIES HEREUNDER. ARTEMUS AND THE ARTEMUS PARTIES HEREBY EXPRESSLY DISCLAIM ANY AND ALL LIABILITY FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, OR SIMILAR DAMAGES OR COSTS (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR DATA, LOSS OF GOODWILL, LOSS OF OR DAMAGE TO PROPERTY, LOSS OF USE, BUSINESS INTERRUPTION, OR CLAIMS OF THIRD PARTIES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE USE, NEGLIGENT USE, OR NON-USE OF THE SERVICES OR MATERIALS (INCLUDING, WITHOUT LIMITATION, CLIENT DATA OR ARTEMUS DATA, INFORMATION, OR DOCUMENTS), PRODUCTS, OR SERVICES UNDER THIS AGREEMENT, OR BY ARTEMUS, THE USE, COPYING, OR DISPLAY OF THE CONTENT, TRANSMISSION OF INFORMATION TO OR FROM ARTEMUS OR CLIENT, OR ANY OTHER CAUSE, EVEN IF ARTEMUS WAS ADVISED, KNEW, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES OR COSTS. IN A JURISDICTION THAT DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN DAMAGES, THE LIABILITY OF THE ARTEMUS PARTIES WILL BE LIMITED IN ACCORDANCE WITH THIS AGREEMENT TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW. FURTHER, IN NO EVENT WILL THE ARTEMUS PARTIES' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL OF THE FEES PAID BY CLIENT TO ARTEMUS DURING THE PRIOR (2) MONTHS UNDER THIS AGREEMENT. THE FOREGOING LIMITATIONS APPLY NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

8.5 Artemus assumes no responsibility or other obligation whatsoever for the selection, maintenance, and updating of Client Data or other information or documents accessible, accessed, uploaded, inputted, obtained, or otherwise available through or the Fees owed to Artemus on behalf of any third party or governmental entity for the Services of Artemus, by or on behalf of Client or any third party. In no event will the Artemus Parties be liable to Client or any third party, including, without limitation, any governmental entities, for any loss, damage, or expense relating to the selection, maintenance, updating, retention, availability, accessibility, or use of Client Data or other information or documents, Fees or other fees, by Client or any third party. Client is responsible for confirming that any Client Data or other information or documents that Client may access, select, upload, input, use, or otherwise provide to Artemus is applicable or appropriate for the specific applicable Service. Client acknowledges that Artemus does not produce nor verify for accuracy or completeness the information contained in any Client Data or other information or documents and that the Artemus Parties assume no responsibility, liability, or obligation whatsoever with respect to the accuracy, usefulness, completeness, or currency of information contained in any Client Data or other information or documents accessed or accessible on or through the Services of Artemus.

9. MISCELLANEOUS

9.1 Assignment. The rights, duties, and obligations of Client are personal to Client, and it shall not voluntarily assign, pledge, or transfer any of the rights derived nor delegate its duties hereunder without the prior written consent of Artemus. The rights and obligations of Artemus hereunder will inure to the benefit of and be binding upon its successors and assigns.

9.2 Absence of Restrictions. Client represents and warrants to Artemus that it is not under any obligation to any other party that is inconsistent with or in conflict with this Agreement or that would prevent, limit, or impair in any way Client's performance of this Agreement.

9.3 Notices. Any notice given or required to be given under this Agreement must be in writing and must be either hand delivered or sent by overnight courier service or mailed by certified mail, return receipt requested, postage prepaid, addressed to the other Party at the address stated in the Client Agreement or at such other address as such Party from time to time designates in writing to the other Party. Delivery or service of any notice will be deemed completed (i) if personally delivered, upon delivery to the address described herein, (ii) if sent by overnight courier service, upon confirmation of delivery, or (iii) if mailed, 48 hours after deposit in the United States mail, postage prepaid, certified mail, return receipt requested.

9.4 Disputes. Except as provided in Section 9.6 (Equitable Relief) below, the Parties agree that any dispute or controversy arising out of, relating to, or in connection with the interpretation, validity, construction, performance, breach, or termination of this Agreement will be exclusively resolved in state or federal courts located in the City of Virginia Beach, Commonwealth of Virginia, United States of America; and each Party hereby consents to both the jurisdiction and exclusive venue of the state and federal courts located in the City of Virginia Beach, Commonwealth of Virginia, United States of America.

9.5 Governing Law. The terms, conditions, and provisions of this Agreement and any dispute arising hereunder are governed by and under the laws of the Commonwealth of Virginia, without regard to its conflicts of laws principles.

9.6 Equitable Relief. The Parties may, without limiting any other remedies, rights, or recourse under the laws of the Commonwealth of Virginia, apply and pray to any court of competent jurisdiction in the City of Virginia Beach, Commonwealth of Virginia, for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary, without the necessity of posting an injunction bond.

9.7 Entire Agreement. This Agreement, along with any Exhibits or Schedules or other documents expressly incorporated herein or in the Client Agreement, is the entire agreement of the Parties and supersedes any prior agreements between them, whether written or oral, with respect to the subject matter hereof. No waiver, alteration, or modification of any of the provisions of this Agreement will be binding unless in writing and signed by duly authorized representatives of the Parties hereto.

9.8 Amendments and Waivers. These Terms of Service may not be changed, modified, or amended by Client except by a writing signed by an authorized officer of Artemus agreeing to the same. Notwithstanding the foregoing, Artemus may revise and update these Terms of Service at any time and from time to time in its sole discretion and timing upon a notification to Client. All revisions, updates, or changes are effective immediately when posted and apply to all access to and use of the Services thereafter. Client's continued use of the Services following the posting of revised, updated, or changed Terms of Service means and will constitute Client's acceptance and agreement to the applicable revisions, updates, or changes. Client is expected to check and read the revised Terms of Service when Artemus provides

notice to Client, prior to continuing to access or utilize the Services so it is aware of any revision, update, or change, as they are binding on Client.

9.9 Severability. If a court of competent jurisdiction holds any provision of this Agreement, or its application to any person, place, or circumstance, to be invalid, unenforceable, or void, such provision will be enforced to the greatest extent permitted by law, and the remainder of this Agreement and such provision as applied to other persons, places, and circumstances, will remain in full force and effect.

9.10 Attorneys' Fees. In any legal action or proceeding brought to enforce the terms of this Agreement, the prevailing Party will be entitled to recover its attorneys' fees, fees, and costs. The non-prevailing Party in any legal action brought pursuant to, or arising out of, this Agreement will pay to prevailing Party all costs and fees incurred by such Party in such action, including, without limitation, all attorneys' fees and out-of-pocket expenses and all other reasonable costs of enforcement of the terms and conditions hereof. As used herein, the "prevailing Party" means the Party in whose favor a final judgment, order, or decree is rendered or entered.

9.11 Counterparts; Headings. This Agreement may be executed simultaneously and in any number of counterparts, each of which is deemed an original, but all of which together constitute one (1) and the same instrument. The headings provided for herein are for convenience and reference only, and are not to be deemed a substantive part of this Agreement.

9.12 Force Majeure. Artemus will not be liable nor responsible, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Artemus, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion, or hostilities (whether war is declared or not), terrorist threats or acts, riots, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes, or other labor disputes (whether or not relating to either Party's workforce), or restraints or delays affecting carriers, or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunications breakdown or power outage, or the failure of Client to meet all requirements in order to grant Artemus the access required in order to perform the Services hereunder, provided that, if the event in question continues for a continuous period in excess of one hundred twenty (120) days, Artemus is entitled to give notice in writing to Client to terminate this Agreement.

9.13 No Third-Party Beneficiaries. Nothing contained herein is intended, nor will it be construed, to confer any rights or benefits upon any person (including, but not limited to, any employee, agent, contractor, officer, shareholder, member, manager, or former agent of the Parties) other than the Parties, and no other person will have any rights or remedies under this Agreement.

9.14 Promotion. Each Party may reference the other Party as a client; provided, however, neither Party may use the other Party's name, logos, or trademarks in any promotional material, whether printed, written, or electronically delivered, without the express written or electronic consent of the other Party.

9.15 Recitals. The recitals contained in this Agreement above are incorporated into and made an integral and substantive part of this Agreement.

9.16 Mutual Drafting; Gender. This Agreement is the result of the joint efforts of the Parties, and each provision has been subject to the mutual consultation, negotiation, and agreement of the Parties, and there will be no construction against either Party based on any presumption of that Party's involvement or role in the drafting of this Agreement. Whenever used herein, the singular number includes the plural, the plural the singular, and the usage of the masculine, feminine, or neuter gender includes all genders.

BY AGREEING TO OR ACCEPTING THE SERVICES OR BY EXECUTING ANY CLIENT AGREEMENT, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ALL DOCUMENTS AND AGREEMENTS REFERENCED HEREIN.

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