Registrar-Registrar Service Provider Agreement

This Registrar-Registrar Service Provider Agreement (the "Agreement") is dated as of _____ ("Effective Date") by and between Nics Telekomunikasyon Inc., with a place of business located at Esentepe Mah. Elif Sok. No.4 K.1, Sisli 34394 Istanbul ("NicProxy"), and _____, a_____ _____ corporation, with it's principal place of business located at _____ ("Registrar Service Provider – hereafter and called RSP"). NicProxy and RSP may be referred to individually as a "Party" and collectively as the "Parties."

 WHEREAS, NicProxy is an officially accredited registrar of Internet Corporation for Assigned Names and Numbers (ICANN), provides domain registration and other internet services.

WHEREAS, NicProxy registers for the RSP's customers second-level domains, according to the agreed top-level domain. New or further generic top-level domains (gTLDs) or country code top-level domains (ccTLDs) can be confirmed the respective Registration Guidelines and Policies directly through the NicProxy Web Interface.

WHEREAS, RSP is a reseller of Second Level Domains (SLD) and desires to buy and sell NicProxy Internet Services.

NOW, THEREFORE, for and in consideration of the mutual promises, benefits and covenants contained herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, NicProxy and RSP, intending to be legally bound, hereby agree as follows:

1. DEFINATIONS

1.1. "ICANN" means the Internet Corporation for Assigned Names and Numbers.

1.2. The "Effective Date" shall be the date first set forth above.

1.3. The "APIs" are the application program interfaces by which RSP may interact, through the HTTP XML, with the Registrar System.

1.4. "DNS" means the Internet domain name system.

1.5. The "Registry System" means the registry system operated by "Registry Operator" for Registered Names in the Registry TLD.

1.6. "Shared Registration System" or "SRS" means the system that allows Registrars to (i) enter new second-level domain names into the master directory; and (ii) submit modifications, transfers, re-registrations and deletions for existing second-level Domain Names.

1.7. "TLD" means "top-level domain" of the Internet and is the last part of an Internet domain name (i.e., the letters which follow the final 'dot' of any URL).

1.8. "Domain Name" means a second-level domain name within the .com or .net "TLD" or "Top Level Domain" (as defined herein). A Domain Name is an easy-to-remember name which ultimately corresponds to a numeric IP address on the Internet.

1.9. "Registered Name" refers to a domain name within the domain of the Registry TLD.

1.10. "HTTP XML" means the Hypertext Transfer Protocol relies on Extensible Markup Language, which is the protocol used by NicProxy System.

1.11. "Software" means reference client software intended to allow RSP to develop its system to register second-level domain names through the Registrar System.

1.12. "RSP Tool Kit" comprises the APIs, Web Interface and Software.

1.13. "Confidential Information" means all information and materials including, without limitation, computer software, data, information, databases, protocols, intellectual property, trademarks, patents, industrial designs, reference implementation, documentation, statistics and functional and interface specifications, provided by the disclosing party to the receiving party under this Agreement and marked or otherwise identified as Confidential.

Other terms used in this Agreement as defined terms shall have the meanings ascribed to them in the context in which they are defined.

2. NICPROXY RESPONSIBILITIES

2.1. **Access to Registrar System.** Throughout the Term of this Agreement, Nicproxy shall operate the Registrar System and provide RSP with access to the Registrar System to transmit domain name registration information for the Registry TLD to the Registry System.

2.2. **Provision of Tool Kit; License.** NicProxy provides RSP with software (the "**Software**"), registration interfaces ("**Web Interface**"), and/or a set of technical specifications making up the Application Program Interface (the "**API**"), which will enable RSP to develop its system to facilitate the registration of domain names and other services using the NicProxy System. This access includes Real-Time-access. Subject to the terms and conditions of this Agreement, NicProxy hereby grants RSP and RSP accepts a non-exclusive, non-transferable, worldwide limited license to use for the Term and purposes of this Agreement, all components owned by or licensed to NicProxy in and to the APIs, any interface client software and any other intellectual

property included in the RSP Tool Kit, as well as updates and redesigns thereof, to provide domain name registration and other services in the Registrar System and for no other purpose.

2.3. Communication. NicProxy shall process Communications that have been properly procured and submitted by RSP, provided that final acceptance of all Communications, including domain name registrations, shall be made by NicProxy and NicProxy reserve the right to reject any Communications and use on behalf of legal issues. RSP agrees that NicProxy may modify and/or terminate its service offerings at anytime.

2.4. Changes to System. NicProxy may from time to time replace or make modifications to the APIs, web interface, Software or other materials licensed hereunder that will modify, revise or augment the features of Registrar System.

2.5. Maintenance of Registrations Sponsored by RSP. Subject to the provision of this Agreement, ICANN Requirements, Registries requirements authorized by ICANN, NicProxy shall maintain the registrations of Registered Names sponsored by RSP in the Registrar System during the term for which RSP has paid the fees.

2.6. Customer Service Support and Engineering.

2.6.1. NicProxy will maintain technical information and other resources, and provide RSP with contact information for second-level support via e-mail, telephone or facsimile on the NicProxy site.

2.6.2. During the Term of this Agreement, NicProxy will provide reasonable telephone and e-mail customer service support to RSP (but not to Registered Name Holders or prospective customers of RSP), for non-technical issues solely relating to the Registrar System and its operation. NicProxy will provide RSP with a telephone number and e-mail address for such support during implementation of the APIs, software and protocol. First-level support will be available on business days between the hours of 9:00 a.m. and 18:00 p.m. Eastern European Time (UTC/GMT +2 hours).

2.7. NicProxy will inform RSP punctually about any registration expiry times of the domains registered by RSP. If the fee for the respective domain should not be paid before the one year period expires then the registration will be deleted.

2.8. Handling Personal Data. Domain-Name-Server and necessary personal- and company information will be entered into the database of NicProxy and will only be given to interested parties, only if it should be necessary for the function of the Internet**.**

2.9. ICANN Requirements. Registry Operator's obligations hereunder are subject to modification at any time as a result of ICANN-mandated requirements and consensus policies through the processes set forth in the Registry Agreement. Notwithstanding anything in this Agreement to

the contrary, Registrar shall comply with any such ICANN requirements in accordance with the timeline defined by ICANN.

2.10. Registries Requirements: NicProxy is committed to follow instructions of the respective Registries. These instructions along with the commitment will also be passed on to the RSP and RSP has to comply with these.

2.11. NicProxy agrees that NicProxy shall comply with all law, regulations, ordinances and codes in connection with NicProxy's performance under this Agreement.

3. RSP RESPONSIBILITIES

3.1. RSP's Registration Agreement. RSP may make services provided by NicProxy available to its affiliates, partners or resellers of the services (collectively, "RSP Partners") and its customers, subject to requiring its Partners' and customers' to agree to and comply with the terms and conditions of this Agreement and other agreements and policies as later referenced in this Agreement including, but not limited to, the Services Agreement, NicProxy Terms of Service, and NicProxy Privacy Policy. RSP acknowledges and agrees that RSP will be responsible for ensuring Its Partners' and customers' compliance with the terms and conditions of this Agreement and shall be responsible for any liability resulting from its Partners' and customers' noncompliance with the terms and conditions of this Agreement. RSP agrees that its Partners and customers who purchase services from RSP provided by NicProxy shall be bound by the terms of this Agreement and by the terms set forth in the Services Agreement.

3.2. RSP's Service Agreement. RSP will provide its Partners and customers with a means for reviewing and accepting (a) the Service Agreement by and between its Partners and customers and Nics Telekomunikasyon, or its wholly owned subsidiaries ("**NicProxy**"), currently in the form set forth in the Services Agreement ("Services Agreement"), or such other agreement as we may post on the NicProxy Site from time to time and (b) any other applicable policies including, but not limited to, Registrar-Registry policies for domain name registrations.

3.3. RSP Authentication and Security. RSP will ensure that each transmission by RSP or transaction conducted by RSP relating to the purchase of any services from NicProxy shall be authenticated or encrypted using such protocol as required by NicProxy, which protocol may be updated or modified from time to time. RSP agrees to use its password to authenticate every Communication from RSP to NicProxy and restrict disclosure of RSP's password to only those employees and/or agents with a need to know whom are mentioned in written before.

3.4. RSP will receive access to the NicProxy to register domains, however RSP confirms, that the access is not to be abused for registering recently deleted domains, e.g. so-called domain backorderings or domain-catching. RSP will not abuse the NicProxy for availability checks

based on dictionaries. NicProxy reserves the right to "LOCK" an RSP, should the stability of the whole registration system be in danger.

3.5. RSP will employ all necessary hardware, software, employees, contractors and agents with sufficient technical training and experience to respond to and fix any technical problems concerning its use of the NicProxy System in conjunction with RSPs systems. RSP acknowledge and agree that RSP are solely responsible for the development, operation, maintenance and content of each Web site owned, hosted, or controlled by RSP, RSP's customers or Partners through which RSP, RSP's customers or Partners shall fulfill its obligations under this Agreement (each a "**Partner Site**"). Without limiting the foregoing, RSP are responsible for (a) the technical operation of each Partner Site and related equipment; and (b) ensuring that the contents of each Partner Site are not libelous or illegal and do not infringe any intellectual property rights or other rights of any person or entity. RSP will regularly maintain each Partner Site so that its contents are current, accessible and in good taste.

3.6. In case of collective domain orders, RSP will also accept partial deliveries, if one or more domains could not be registered.

3.7. RSP is responsible for providing customer service, billing, and technical support to its customers, Sub-Resellers and customers of its Sub-Resellers. If NicProxy receives communications from registrants or from third-parties regarding Services provided in RSP's Account, NicProxy will, where appropriate, forward such communications to RSP at NicProxy's discretion for further action; however, NicProxy reserves the right to respond to such communications directly. If NicProxy determines that RSP is providing inadequate support to its customers or partners (resulting in, for example, an excessive number of support calls directly from RSP's customers), RSP will be in breach of this RSA and NicProxy may terminate this RSA.

3.8. RSP must confirm all TLDs. This can be done online through the NicProxy Web Interface by confirming the respective registry policies. By ordering different TLDs, the RSP agrees to be fully liable towards the registries.

3.9. RSP acknowledges that the registry policies can change from time to time and that RSP must check this at his sole discretion on a regular basis. In the event, that RSP does not agree to a modification of the registry policy, then RSP must inform NicProxy about this immediately and terminate the respective TLD.

3.10. RSP must ensure that domains which should get deleted are not being used as Nameserver – Hosts. If that case, then NicProxy cannot process the "Deletion" and RSP must cover or respectively damages resulting from the non-deletion. NicProxy would not be held liable under any circumstances, if a domain not get deleted.

3.11. RSP is committed to inform his clients about any registration expiry times of the domains registered by RSP.

3.12. The customer is obliged to ensure that the name-rights of third parties are not violated.

3.12.1. If RSP becomes aware that such a customer is in breach of any of the rights of the all forms of intellectual property, including all patents, trademarks, trade names, service marks and copyrights; RSP shall take reasonable steps to notify the Customer that it is in breach of service provider agreement and that RSP has the right to terminate such agreement.

3.12.2. If Registrar becomes aware that such a Reseller is in breach of any of the provisions of Section 3.12 of this Agreement, Registrar shall take reasonable steps to notify the Reseller that it is in breach of the reseller agreement and that Registrar has the right to terminate such agreement.

3.13. RSP agrees that RSP shall comply with all law, regulations, ordinances and codes in connection with its performance under this Agreement.

3.14. RSP agrees that RSP have read and comply with the NicProxy Terms of Service and Acceptable Use Policy governing the use of data and information.

4. ICANN OBLIGATIONS

4.1. RSP is prohibited from displaying the ICANN or ICANN-Accredited Registrar logo, or from otherwise representing itself as accredited by ICANN unless it has written permission from ICANN to do so.

4.2. Any registration agreement used by RSP shall include all registration agreement provisions and notices required by the ICANN Registrar Accreditation Agreement and any ICANN Consensus Policies, and shall identify the sponsoring registrar or provide a means for identifying the sponsoring registrar, such as a link to the InterNIC Whois lookup service.

4.3. RSP shall identify the sponsoring registrar upon inquiry from the customer.

4.4. RSP shall ensure that the identity and contact information provided by the customer of any privacy or proxy registration service offered or made available by RSP in connection with each registration will be deposited with NicProxy or Nics Telekomunikasyon or held in escrow or, alternatively, display a conspicuous notice to such customers at the time an election is made to utilize such privacy or proxy service that their data is not being escrowed. Where escrow is used, the escrow agreement will provide, at a minimum, that data will be released to NicProxy or Nics Telekomunikasyon in the event RSP breaches the RSP Agreement, and such breach is harmful to consumers or the public interest. In the event that ICANN makes available a program

granting recognition to RSPs that escrow privacy or proxy registration data as detailed above, and RSP meets any other criteria established by ICANN in accordance with its bylaws, RSP shall be permitted to apply to ICANN for such recognition.

4.5. To the extent that NicProxy or Nics Telekomunikasyon is obligated by ICANN to provide a link to an ICANN webpage that identifies available registrant rights and responsibilities, RSP also shall be under an obligation to provide such linkage on any website it may operate for domain name registration or renewal displayed to its registrants at least as clearly as links to policies or notifications required to be displaced under ICANN Consensus Policies.

5. FEES

5.1. As consideration for the services NicProxy provides RSP under the terms of this Agreement, RSP agrees to pay NicProxy the applicable services fees set forth on NicProxy Web site (https://www.nicproxy.com/fiyatlar.asp) at the time of its selection. All fees are due immediately and are non-refundable, except as otherwise expressly noted in one or more of the Schedules to this Agreement.

5.2. NicProxy reserves the right to revise the Fees from time to time, provided that NicProxy shall notice to RSP any changes in the fees for registrations, renewal registrations, fees for registrations associated with transfers of sponsorship or fees for other services.

5.3. Prior to the purchase of any services, RSP shall transfer to NicProxy a minimum registration fund initial payment of Two Hundred Dollars (US $200.00) to fund RSP's pre-payment account (the "**Registration Fund**"). For each service RSP registers, renews or transfers through the NicProxy System, its Registration Fund will be debited the applicable Registration Fee as set forth in the NicProxy Website. The access for the RSP will be provided after receipt of a minimum payment of 200 USD.

5.4. RSP shall maintain sufficient funds in its Registration Fund to cover all monthly or annual payments owed by RSP for the services purchased. If RSPs Registration Fund reaches zero, further Domain Name Registrations, renewals or transfers or use of other services will not be available to RSP or be processed until such time as RSP replenish its Registration Fund in the manner set out in the Agreement an applicable Schedules.

5.5. If the costs for a domain registration, -transfer, -renewal are stated in a different currency than USD, then the accounting will still be provided in USD. This means that at the time of registration we will automatically exchange the respective fee into USD according to the daily exchange rate of the Central Bank of the Republic of Turkey (TCMB).

5.6. **Invoicing.** By the last day of each calendar month, NicProxy will invoice RSP for the Payment Activities due for the preceding calendar month. RSP will then have eight (8) days after receipt of the invoice to notify NicProxy in writing of any errors or discrepancies in the invoice. If RSP

fails to notify NicProxy in writing within such eight (8) day period, the invoice shall be deemed accurate and all sales reflected therein will be final.

5.7. RSP is permitted to terminate his positive balance at any point in time. In this case NicProxy may reimburse these funds if only RSP draws up a new credit invoice or send back the original invoice to NicProxy Accounting Department.

6. CONFIDENTIALLY AND INTELLECTUAL PROPERTY

6.1. Use of Confidential Information.

6.1.1. The parties acknowledge and agree that by reason of their relationship hereunder that they will have access to and acquire knowledge from material, data, systems and other information concerning the operation, business, projections, market goals, financial affairs, products, services, customers and intellectual property rights of the other party that may not be accessible or known to the general public ("**Confidential Information**"). Confidential Information shall include, but not be limited to, (a) the terms of this Agreement; (b) any and all information regarding or related to any software utilized by the parties to create, operate or perform their respective obligations hereunder, including, but not limited to, the Software, API, Web Interface and the Domain Name lookup service; and (c) any information which concerns technical details of operation of any of the NicProxy services offered hereunder.

6.1.2. Each party receiving Confidential Information (the "**Receiving Party**") agrees to maintain all such Confidential Information received from the other party (the "**Disclosing Party**"), both orally and in writing, in confidence and agrees not to disclose or otherwise make available such Confidential Information to any third party without the prior written consent of the Disclosing Party. The Receiving Party shall not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody Confidential Information and which are provided to the Receiving Party hereunder. Whenever requested by the Disclosing Party, the Receiving Party shall immediately return to the Disclosing Party all manifestations of the Confidential Information or, at the Disclosing Party's option, shall destroy all such Confidential Information as the Disclosing Party may designate. The Receiving Party's obligation of confidentiality shall survive this Agreement for a period of two (2) years from the date of its termination or expiration and thereafter shall terminate and be of no further force or effect.

6.2. Intellectual Property.

6.2.1. Subject to the licenses granted hereunder, each party will continue to independently own its intellectual property, including all patents, trademarks, trade names, service marks, copyrights, trade secrets, proprietary processes and all other forms of intellectual property.

6.2.2. Without limiting the generality of the foregoing, no commercial use rights or any licenses under any patent, patent application, copyright, trademark, know-how, trade secret, or any other

intellectual propriety rights are granted by the Disclosing Party to the Receiving Party by this Agreement, or by any disclosure of any Confidential Information to the Receiving Party under this Agreement.

7. INDEMNITIES AND LIMITATION OF LIABILITY

7.1. Indemnification Required of Registered Name Holders. In its registration agreement with each Registered Name Holder, Registrar shall require each Registered Name holder to indemnify, defend and hold harmless VNDS, and its directors, officers, employees, agents, and affiliates from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to the Registered Name holder's domain name registration.

7.2. Disclaimer of Warranties.

7.2.1. THE SOFTWARE, THE API, WEB INTERFACE, PARTNER MANAGER AND SERVICES ARE PROVIDED TO RSP AND RSP'S PARTNERS "AS-IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES WHATSOEVER, AND NICPROXY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR INFRINGEMENT, AS WELL AS ANY WARRANTIES ALLEGED TO HAVE ARISEN FROM CUSTOM, USAGE OR PAST DEALINGS BETWEEN THE PARTIES. NICPROXY SPECIFICALLY DISCLAIMS ANY WARRANTIES RELATED TO OR IN CONNECTION WITH THE PRODUCTS, SERVICES AND PERFORMANCE OF THIRD PARTIES, AND SHALL NOT BE RESPONSIBLE FOR ANY FAILURE TO DELIVER SERVICES RESULTING FROM FACTORS OUTSIDE OF NICPROXY' CONTROL, INCLUDING, BUT NOT LIMITED TO, ANY ACTS OF NON-PERFORMANCE BY THIRD PARTIES OR FOREIGN GOVERNMENTS. RSP ASSUMES TOTAL RESPONSIBILITY FOR ITS USE OF ANY THIRD PARTY SERVICES PROVIDED HEREUNDER REGARDLESS OF WHETHER RSP IS AWARE THAT ANY SUCH SERVICE IS PROVIDED BY A THIRD PARTY. FURTHER, NICPROXY MAKES NO REPRESENTATIONS THAT A REQUEST FOR OR RESERVATION OF A DOMAIN NAME WILL BE SUCCESSFULLY PROCESSED OR THAT A DOMAIN NAME WILL BE REGISTERED.

8. TERM AND TERMINATION

8.1. This Agreement shall commence on the Effective Date and shall continue for a period of one (1) year unless otherwise mutually agreed to the parties in writing or unless earlier terminated at any time by either party giving the other not less thirty (30) days prior written notice (the "**Term**"). Thereafter, this Agreement shall automatically renew for successive one (1) year terms unless earlier terminated by either party giving the other not less than thirty (30) days prior written notice.

8.2. Consequences of Termination.

8.2.1. Upon expiration or termination of this Agreement, NicProxy will complete any Domain Name Registrations processed by RSP prior to the date of such expiration or termination, provided that RSP has sufficient funds in its Registration Fund to pay for any such Domain Name Registrations. In addition, RSP will (a) transfer all data regarding Registrants deemed necessary by NicProxy to maintain the Domain Name Registrations, and (b) either return or certify to NicPRoxy the destruction of all Software, API, Partner Manager and related documentation and copies of the foregoing, RSP has made or received under this Agreement. Except as provided herein, upon termination of this Agreement, neither of NicProxy will have any further obligations to the other hereunder, except for previously accrued rights or obligations.

8.2.2. The expiration of termination of this Agreement for a period of two (2) years and thereafter shall be of no further force or effect.

8.2.3. If RSP purchases NicProxy services that are sold together as a "bundled" package (e.g., RSP selects a package that includes both domain name registration and Web hosting, as opposed to RSP's purchasing such services separately), termination of any part of the services will result in termination of all NicProxy services provided as part of the bundled package.

8.2.4. In the event of the termination of this Agreement, RSP agrees that NicProxy may contact RSP's Partners and customers to register, transfer or renew their respective domain names or service any other products and services.

9. MISCELLANEOUS

9.1. RSP and the customer are committed to accept the respective Dispute-Polices in case of any misunderstandings, disputes or arguments towards the use of domain-names. These policies are a component of this contract and the RSP is obliged to inform his customer about this issue.

9.2. The respective Dispute-Policy can be changed with an important cause at any time. NicProxy does not have any influence on these changes. The continuation of the registration can only take place under the condition that the changed Dispute-Policy has been accepted. If the RSP or the customer should not accept the changed Dispute-Policy then the domain can be deleted at any time.

9.3. RSP can transfer the administration of a domain to another registrar earliest after 60 days of the domain registration. RSP must ensure that at the time of termination RSP declares that it has no longer any domains with NicProxy.

9.4. RSP and the customer declare that the personal data can only be published with the approval of the affected parties, and that these affected parties know that their data will be available for the public as a source of information on the Internet.

9.5. In the event, that NicProxy should lose access to the registry-system of a TLD, and then the contract with RSP concerning this TLD will be terminated immediately.

9.6. Force Majeure. Except for the payment of any amounts due under this Agreement, neither Party shall be responsible for any failure to perform any obligation or provide service hereunder because of any Act of God, strike, work stoppage, governmental acts or directives, war, riot or civil commotion, equipment or facilities shortages which are being experienced by providers of telecommunications services generally, or other similar force beyond such Party's reasonable control.

9.7. Amendments. All amendments and modifications to this Agreement shall be binding upon the parties despite any lack of consideration so long as the same shall be in writing and executed by each of the parties hereto; provided, however, that RSP acknowledges and agrees that NicProxy shall have the right to amend or restate this Agreement by posting amendments on the NicProxy site if such amendment or restatement is applied to substantially all of the participants in the NicProxy partner program. Partner acknowledges that unilateral amendments by NicProxy posted on its Web site may be necessary from time to time as a result of changes to applicable laws, regulations and/or agreements concerning internet governance and Domain Name registrations generally. Any such amendment or restatement shall be effective thirty (30) days after posting. If Partner chooses not to comply, or is unable to comply, with any amendment or restatement effected pursuant to this Agreement, Partner shall have the right to terminate this agreement at any time during such thirty (30) day period, thereafter Partner shall be bound by the terms and conditions of the revised agreement. If Partner does not comply with any such amendment or restatement within such thirty (30) day period, NicProxy shall have the right to immediately terminate this Agreement.

9.8. Choice of Law; Venue. This Agreement between RSP, customer and NicProxy will be governed in all respects by the laws of the Turkey, Istanbul. In addition, each party consents to venue and hereby waives objections to venue for any action commenced in such courts. The prevailing party in any such litigation or dispute will be entitled to recover from the other party its costs and fees, including attorneys' fees, associated with such litigation or dispute.

9.9. Entire Agreement. This Agreement (including its exhibits, which form a part of it) constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein. The General Registration Terms, as well as the General Terms and Conditions of NicProxy are subject to this agreement.

IN WITHNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth in the first paragraph hereof.

NICS TELEKOMUNIKASYON INC.   _____ ("RSP")

("NICPROXY")

By: _____   By: _____

Name: _____   Name: _____

Title: _____   Title: _____