



ARROWSCORES® TOURNAMENT HOST AGREEMENT

THIS ARROWSCORES® TOURNAMENT HOST AGREEMENT (this “Host Agreement”) is entered by and between [ORGANIZATION NAME] (“Organization,” “we,” “our,” “us”), and [HOST NAME] effective as of [MONTH/DAY, 2025] (the “Effective Date”).

RECITALS:

- “Arrowscores®” is a cloud-based archery tournament registration and scoring software as a service web and mobile applications platform owned and provided by National Archery in the Schools Program, Inc. (“NASP®”), a Wisconsin non-profit corporation, and tax-exempt educational organization; and
- Organization has entered an Arrowscores® “Organization Agreement” with NASP® in which NASP® has granted Organization a limited right to access and use Arrowscores® to organize and host registration and scoring for archery tournaments conducted by Organization, and to authorize other entities to organize and host archery tournaments on Arrowscores® on a per tournament basis with Organization’s oversight and supervision pursuant to this Host Agreement; and
- Tournament Host wishes to organize and host the “Tournament” defined and described below on Arrowscores® with Organization’s oversight and supervision pursuant to the terms and conditions of this Host Agreement and the Arrowscores® User Agreement, and Organization wishes to authorize Tournament Host to organize and host such Tournament on Arrowscores® pursuant to such terms and conditions:

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants set forth below, the receipt and sufficiency of which are hereby acknowledged, Organization and Tournament Host (each a “party” and together, the “parties”) agree as follows:

I. DEFINITIONS. When used herein, the Definitions of Terms in the User Agreement and the following definitions shall apply:

“**Governing Body**” means the governing body or agency of an Organization or Tournament Host with authority to determine and implement Tournament participant eligibility, rules, code of conduct, and safety standards.

“**Host Agreement**” means this Arrowscores® Tournament Host Agreement, inclusive of the Arrowscores® User Agreement at <https://arrowscores.com> which is fully incorporated herein by reference.

“**Host Content**” means any and all Content (including User Content) posted or entered in Arrowscores® by Tournament Host or by any individual or entity that Tournament Host permits to access and use Arrowscores® through Organization’s Arrowscores Account under this Host Agreement.

“**Scored Archer**” means a unique competitor for whom at least one official score is recorded for the Tournament.

“**Tournament**” has the meaning set forth in the User Agreement, and when used herein, specifically means and refers to the [NAME OF TOURNAMENT] to be organized and hosted by Tournament Host on Arrowscores® on [DATE(S) OF TOURNAMENT] at [TOURNAMENT LOCATION] as provided herein and in the User Agreement.

II. SCOPE OF TOURNAMENT HOST ACCESS TO ARROWSCORES®. Tournament Host understands and agrees that your access to and use of Arrowscores® under Organization’s Arrowscores® account is limited to the Tournament which is the subject of this Host Agreement; the scope of Organization’s use and access Arrowscores® under our Organization

Agreement with NASP®; and Tournament Host's full compliance with the terms and conditions of this Host Agreement, as determined by Organization or by NASP® as the owner and provider of Arrowscores®.

III. TOURNAMENT HOST OBLIGATIONS.

A. Pre-approval of Host Content. Tournament Host will only post and enter Host Content on <https://arrowscores.com> under Organization's Arrowscores® Account that has been pre-approved by Organization's designated Arrowscores® Administrator. Tournament Host agrees that Organization, in its sole discretion, has the right to refuse to approve any Host Content submitted to Organization's Administrator for prior approval, and to remove any Host Content posted by Tournament Host on Arrowscores® that was not preapproved by our Administrator, including if we or NASP® deem such Host Content to be inappropriate, harassing, offensive, misleading, harmful, illegal, or to otherwise conflict with our mission, purpose, policies, or NASP®'s, or potentially damaging to our business or reputation or to NASP®'s.

B. Compliance & Safety. Tournament Host's agrees that its access and use of Arrowscores® hereunder is expressly conditioned upon all of the following, and by posting the Tournament on Arrowscores® under Organization's Arrowscores® Account, Tournament Host hereby warrants and represents to Organization that:

1. Tournament Host has and will maintain through the end of the Tournament and finalization of participants' Tournament scores ("Tournament Close") the general commercial liability insurance coverage in the per-occurrence and aggregate policy limits required by Section III.C of this Agreement;

2. In the event minors will participate in the Tournament, Tournament Host will implement reasonable pre-screening and youth-protection practices with respect to all Tournament Host adult staff, representatives and volunteers, involved in the Tournament as required by applicable law, by Organization's Governing Body, and/or by Tournament Host, to protect minor participants from harm and abuse;

3. All permits and licenses required by local and state agencies to conduct the Tournament will be obtained in advance of the Tournament date;

4. Tournament Host either directly or through Organization, has a written agreement with the owner of the Tournament venue permitting the Tournament to be conducted at that location on the date(s) posted on Arrowscores®;

5. The descriptions of the Tournament, eligibility requirements (including age limits), rules, code of conduct, classes and equipment divisions, awards/prizes, registration fees and refund policies published by Tournament Host on Arrowscores® are true and accurate, will be published reasonably in advance of the Tournament, and will be adhered to and enforced by Tournament Host;

6. Tournament Host has the necessary rights, licenses, and permissions to the logos, marks and all other Host Content it uploads to Arrowscores®, and hereby grants Organization and NASP® non-exclusive licenses to host and display all such Host Content for the purpose of providing access to Arrowscores® Services to host registration and scoring for the Tournament;

7. Tournament Host has the necessary computer hardware, software, internet service and connectivity to interface with Organization and its Arrowscores® Account to organize and host the Tournament on Arrowscores®;

8. Tournament Host will not manipulate or attempt to manipulate Tournament scores in Arrowscores or allow any individual it permits to use Arrowscores® under this Agreement to do so. Tournament score protests will be resolved by Tournament Host in accordance with the applicable rules of Tournament Host governing such disputes, or if Tournament Host has no rules for resolution of scoring disputes, than pursuant to Organization's rules and policies.

9. Tournament Host will only access and use Arrowscores® under this Host Agreement to organize and host the Tournament, and will conduct the Tournament according to and in compliance with: (i) the directions of Organization's Arrowscores® Administrator; (ii) all applicable local, state and federal laws and not for any wrongful or illegal purpose; (iii) the applicable bylaws, rules and/or policies of the Organization and Tournament Host; (iv) the current U.S. Center for SafeSport Code; (v) nationally established archery range safety standards such as, but not limited to, the most current applicable Archery Trade Association Archery Range Guide, (vi) the terms and conditions of this Host Agreement.

C. Insurance. Tournament Host will maintain commercial general liability insurance coverage with minimum policy limits of at least \$1,000,000 (U.S.) per occurrence, and \$3,000,000 (U.S.) in the aggregate for the Tournament through Tournament Close, naming Organization and NASP® as additional insureds, and will provide Organization's

Administrator a copy of Tournament Host's insurance certificate not less than seven (7) days prior to the Tournament start date.

D. Third-Party Payment Processor Integrations.

1. The Arrowscores® website at <https://arrowscores.com> may provide optional links to independent third-party payment processors, (e.g., Stripe, Square, PayPal -- each a "Payment Processor") to process electronic payments of Tournament registration, attendance, or other fees to Tournament Host that you elect to charge participants or other Tournament attendees ("Tournament Fees"). Payment Processors will process Tournament Fee payments directly into Tournament Host's Arrowscores® account and not through NASP®. Tournament Host acknowledges that NASP®: (i) is not directly or indirectly the merchant of record for such transactions, (ii) does not receive, hold, account for, or transmit Tournament Fees for any reason; (iii) receive, collect or store the Cardholder account numbers or CVVs of any individual or entity paying Tournament Fees via a Payment Processor, or have any control over or financial or other responsibility or liability whatsoever to us, to you, or to Tournament participants or attendees, for or related to the acts or omissions of any Payment Processor, or the payment to or receipt of Tournament Fees by Tournament Host through any such Payment Processor, or by any other means.

2. Tournament Host further acknowledges that if you connect your own Arrowscores® User account with a Payment Processor: (i) you will enter a direct agreement with the Payment Processor as the merchant of record, and must comply with its terms, card-network rules, and applicable laws (including NACHA for ACH); (ii) you authorize Arrowscores® to transmit electronic transaction instructions and metadata to the Payment Processor and to display payment status to you, and to Tournament participants and attendees; (iii) you are financially solely responsible for all refunds, chargebacks, retrievals, reversals and related charges arising from Payment Processor transactions; *(iv) you are solely responsible for the collection, reporting and payment of all income, sales, excise, use and other taxes due to any government tax authority on or related to Tournament Fees; (v) Arrowscores® may suspend or disable Payment Processor links at any time; and (vi) Cardholder data is collected and processed by the Payment Processor.

IV. ARROWSCORES® SERVICE FEES & PAYMENT TERMS. In consideration for Tournament Host's use of Arrowscores® for the Tournament pursuant to this Host Agreement and the User Agreement, Tournament Host agrees to pay to Organization or to NASP (as applicable) the per Scored Archer fees posted on Arrowscores® as of the Tournament date (the "Service Fees") according to the following terms, it being understood that Service Fees may differ by youth, adult, and mixed youth and adult Tournament classes. You acknowledge that Arrowscores® does not interface with Payment Processors to collect payment of Service Fees due and owing by you from your Tournament Fee receipts. You will be invoiced separately for and obligated to pay Service Fees directly to us or NASP®, as applicable.

A. Fee Calculation. Service Fees will be calculated following Tournament Close. Any edits made by Tournament Host in Arrowscores® to add Scored Archers after Tournament Close must be made before Tournament Close for the scores of the additional Scored Archers to be documented in Arrowscores® for the Tournament.

B. Invoicing and Due Date. An electronic or paper invoice will be issued to Tournament Host for Service Fees due for the Tournament after Tournament Close. In the event sales, use, service, excise or any other taxes imposed by applicable law are due to be collected and paid by Organization on the Service Fees to any government tax authority, such taxes shall be shown and included in the total invoiced amount. Unless Organization receives notice from Tournament Host that you dispute the amount of the invoice within five (5) days following the invoice date, the total invoiced amount will be deemed accepted by you as due and payable and you agree to pay said total invoice amount to us or to NASP® (as indicated in III.A) in full on or before ninety (90) days following invoice date.

C. Late Payments and Fees. We (or NASP® if paying NASP® directly) may charge Tournament Host a late payment fee of one percent (1%) per month (or the maximum legal rate permitted by Wisconsin law) on any invoiced Service Fees due for which payment is not received by the invoice due date.

V. INDEMNITY. To the fullest extent permitted by applicable law, Tournament Host will defend, indemnify and hold Organization and NASP® harmless for and from any and all claims, losses, liabilities, damages, costs, fees and expenses (including reasonable attorneys' fees) arising out of: (a) the Tournament; (b) the acts or omissions of Tournament Host, including by any of your officers, directors, employees, representatives, agents, volunteers or subcontractors, generally, or in breach of any provision of this Host Agreement or the User Agreement, and (c) the termination of this Agreement and the effects of Termination under Section VIII herein below.

VI. NO WARRANTIES, LIMITATION OF LIABILITY. The following provisions of our Organization Agreement with NASP® shall apply to Tournament Host's access and use of Arrowscores® under this Host Agreement:

A. NO WARRANTIES. ARROWScores® AND ALL CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE." NASP® EXPRESSLY DISCLAIMS WITH RESPECT TO TOURNAMENT HOST WHEN ACCESSING/ USING ARROWScores THROUGH ORGANIZATION UNDER THIS HOST AGREEMENT, ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE, AND MAKES NO WARRANTY OF ANY KIND THAT ARROWScores®, ANY CONTENT (INCLUDING ANY AND ALL ORGANIZATION, HOST OR OTHER USER CONTENT OR SCORING DATA), PRODUCTS, OR RESULTS OF THE USE OF ANY OF THE FOREGOING, WILL MEET THE EXPECTATIONS OR REQUIREMENTS OF TOURNAMENT HOST, OR ANY OTHER INDIVIDUAL OR ENTITY, OR OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ORGANIZATION'S, TOURNAMENT HOST'S, OR ANY THIRD PARTY'S SOFTWARE, HARDWARE, SYSTEM, INTERNET OR OTHER TELECOMMUNICATIONS SERVICE, OR BE SECURE, ACCURATE, OR COMPLETE, OR FREE OF HARMFUL CODE, VIRUS, OR OTHER MALWARE, OR ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

B. LIMITATION OF LIABILITY. IN NO EVENT WILL NASP®, OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, OR AGENTS, OR THEIR HEIRS, SUCCESSORS OR ASSIGNS, BE RESPONSIBLE OR LIABLE TO TOURNAMENT HOST OR YOUR OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUBCONTRACTORS, VENDORS TOURNAMENT OR THEIR RESPECTIVE HEIRS, SUCCESSORS OR ASSIGNS, UNDER OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING IN CONNECTION WITH THE USE, INABILITY TO USE, THE RESULTS OF USE OF ARROWScores® OR ANY WEBSITES LINKED TO <https://arrowscores.com> OR THE SUSPENSION OR TERMINATION OF EITHER ORGANIZATION'S OR TOURNAMENT HOST'S ARROWScores® ACCOUNT WITH OR WITHOUT CAUSE OR REASON, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, FOR ANY CLAIMS (INCLUDING THIRD-PARTY CLAIMS) FOR: (i) COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (ii) INCREASED COSTS, DIMINUTION IN VALUE, LOST BUSINESS, BUSINESS OPPORTUNITIES, CONTRACTS, PRODUCTION, REVENUES, OR PROFITS; (iii) LOSS OF GOODWILL OR REPUTATION; (iv) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY, INCLUDING WITHOUT LIMITATION, DUE TO VIRUSES OR MALWARE INTRODUCED BY ORGANIZATION OR TOURNAMENT HOST'S ACCESS TO OR USE OF; OR (v) COST OF REPLACEMENT GOODS OR SERVICES, OR (vi) COSTS OF LITIGATION OR ARBITRATION OR ATTORNEYS FEES (HEREINAFTER COLLECTIVELY "LOSSES OR DAMAGES"), IN EACH CASE REGARDLESS OF WHETHER NASP® WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL NASP®'S AGGREGATE LIABILITY FOR ANY LOSSES OR DAMAGES, OR OTHERWISE, ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EXCEED THE LESSER OF THE SUM OF ONE-HUNDRED AND 00/100'S DOLLARS (U.S.) (\$100.00) OR THE TOTAL SERVICE FEES PAID BY YOU TO ORGANIZATION OR DIRECTLY TO NASP® UNDER THIS HOST AGREEMENT OR ANY OTHER AGREEMENT ENTERED BY YOU WITH ORGANIZATION OR DIRECTLY WITH NASP® IN CONNECTION WITH ACCESS AND USE OF ARROWScores® IN THE TWELVE (12) MONTH PERIOD PRECEDING ANY OCCURRENCE, INCLUDING BUT NOT LIMITED TO ANY TOURNAMENT, GIVING RISE TO A CLAIM.

VII. TERM. The Term of this Agreement begins on the Effective Date and will expire fourteen (14) days following Tournament Close, unless terminated sooner under Section VIII.

VIII. SUSPENSION, TERMINATION, REFUSAL. Tournament Host understands and agrees as follows:

A. Termination Without Cause. Either party may terminate this Host Agreement without cause by giving the other party written notice of termination not less than ten (10) days prior to the Tournament start date.

B. Termination Upon Suspension or Termination of Organization Arrowscores® Account Access. Your access to and use of Arrowscores for the Tournament under this Host Agreement is wholly dependent upon Organization's access and use of Arrowscores® under the Organization Agreement, and upon your compliance with the terms and conditions herein. Organization does not guarantee that your access to Arrowscores® or any of your Host Content in Arrowscores® hereunder will always be available or uninterrupted. Our access to Arrowscores®, and therefore yours, may be suspended or terminated by NASP® without prior notice, at any time, for any length of time, for any reason,

including, without limitation, for maintenance, business operations, reasons beyond our control or the control of NASP®, or for any other reason stated in the Organization Agreement. In the event our Arrowscores® Account is suspended or terminated by NASP®, other than as a result of your breach of this Host Agreement, Organization will make reasonable commercial efforts to promptly notify you of the suspension or termination. Termination of our Arrowscores® Account will automatically terminate this Host Agreement.

C. Termination by Organization for Cause. We have the absolute right in its sole discretion to terminate this Host Agreement prior to its expiration and cancel and remove the Tournament from Arrowscores® for any of the following reasons:

1. For safety concerns or our legal (including regulatory or contractual) compliance;
2. For Organization's own internal operational or business reasons;
3. For your breach or threatened breach of the User Agreement, or of any provision of Section III of this Host Agreement;
4. In the event we determine that your use or continued use of Arrowscores® hereunder presents a risk to us of suspension or termination of our Arrowscores® Account by NASP®, or a security or cybersecurity risk to us, NASP® or other User of Arrowscores®, or a credible threat of misuse or misappropriation of Provider IP, or of our Arrowscores® Account Content or other IP, or the Content or IP of any other User of Arrowscores®.

D. Reserved Right of Refusal. We hereby reserve the absolute right to refuse to enter any subsequent Host Agreement with you to access Arrowscores® through our Arrowscores® Account for your failure to timely pay any undisputed invoice for Service Fees issued to you or any accrued late fees we may charge thereon, or any prior Host Agreement you entered with us was terminated by you or by us, or Tournament Host's own User account with NASP® has been suspended or terminated.

E. Effect of Termination. Upon the termination of this Host Agreement:

1. All terms and provisions of this Agreement, and the rights and obligations of the parties thereunder shall terminate except those that expressly survive termination pursuant to Section IX.F below;
2. Organization has the right, in its discretion, to deactivate and delete the credentials and access of Tournament Host and any Users it has permitted to access Arrowscores® hereunder, and delete any or all Host Content;
3. Tournament Host shall not be relieved of any obligation (if any) to pay us any sums of money due from you to us as of the date of termination;
4. To the fullest extent permitted by applicable law, you shall be deemed to: (a) forever RELEASE Organization and NASP® from and for any liability or responsibility to you (including your officers, directors, employees, agents, volunteers, Users, vendors, subcontractors, successors and assigns) for any and all past, present and future legal or equitable claims, suits, or causes of action of any kind or nature, known or unknown, against us or NASP® as owner and provider of Arrowscores® for any Losses or Damages arising from termination of this Agreement or the effects of termination stated herein, and to (b) forever WAIVE the right to bring on your own behalf or on behalf of any other individual or entity, any such legal or equitable claims, suits, or causes of action against Organization or NASP® for any Losses or Damages arising from termination of this Agreement or the effects of termination stated in this Section VIII.E.

IX. MISCELLANEOUS.

A. Entire Agreement, Amendment, Control. This Host Agreement, the User Agreement and all other agreements referenced herein, constitute the entire agreement and understanding between the parties hereto with respect to its subject matter and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. This Agreement may only be amended prior to its expiration by a writing signed by us and Tournament Host.

B. Severability, No Waiver. The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any jurisdiction. Any failure by us to act with respect to a breach of this Host Agreement by you does not constitute a waiver and will not limit our rights or those of NASP® with respect to such breach or any subsequent breach by Tournament Host.

C. Binding Effect, Assignment. This Host Agreement is binding upon and shall inure to the benefit of the parties, and to NASP as applicable according to its terms, and to their respective successors and permitted assigns; provided that Tournament Host may not assign or transfer this Host Agreement to any third-party. Any attempted assignment by

you in violation of the foregoing will be void and without effect. Organization expressly reserves the right to assign this Host Agreement or delegate any of our rights or obligations hereunder to any corporate affiliate of ours, or to NASP®.

D. Governing Law and Jurisdiction. This Agreement is governed by and shall be construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Wisconsin. Except as otherwise set forth herein, any legal suit, action, or proceeding arising out of, or related to this Agreement, or the duties and rights of the parties hereunder, will be instituted exclusively in a Wisconsin State court of competent jurisdiction located in the city of Sheboygan, Sheboygan County, Wisconsin, and each party irrevocably submits to the exclusive jurisdiction of such court in any such suit, action, or proceeding.

E. Notices. Any written notice required under this Host Agreement to be given by one party to the other shall be delivered to the receiving party at their address provided below by one or more of the following: U.S. certified mail, return receipt requested and postage prepaid, nationally recognized overnight courier service with receipted delivery, or electronic mail with read receipt; and shall be deemed given upon receipt. Tournament Host agrees to receive electronic notices and other communications from us sent to Tournament Host's email address provided below. These electronic communications may include notices regarding Tournament postings, Service Fee invoices, notices of other fees or charges, Host Content, notice of suspension or termination of access to Arrowscores® and/or of this Host Agreement, or other information concerning or related to the Tournament or access to and use of Arrowscores. Tournament Host agrees that any electronic notices, agreements, disclosures, or other communications related to this Host Agreement your receive from us will satisfy our obligations to provide you with written notice hereunder.

If to Organization:

[Organization Representative Name]
[Organization Name _____]
[Street Address]
[City/State/Zip Code]
[Business Phone # _____]
[email address _____]

If to Tournament Host:

[Tournament Host Representative Name]
[Tournament Host Name]
[Street Address]
[City/State/Zip Code]
[Business Phone # _____]
[email address _____]

F. Survival. Sections I, III.B, III.D, IV, V, VI, VIII.B, VIII.D, VIII.E, this Section IX, and any right, obligation, or required performance of the parties in this Agreement which, by its express terms or nature and context is intended to survive termination of this Agreement, will survive any such termination.

G. Relationship of the Parties. NASP® and Organization are independent parties contracting with each other at arms' length. Nothing in this Agreement shall be construed to create a partnership or joint venture, or an employment, agency or fiduciary relationship between NASP® and the Organization.

H. Counterparts, Electronic or Facsimile Signatures. This Agreement may be executed by the parties in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. Signed counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have executed this Host Agreement as of the Effective Date.

[ORGANIZATION NAME]

[TOURNAMENT HOST NAME]

By: _____

By: _____

Name: _____

Name: _____

Title:_____

Title:_____

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