MARKETING AGREEMENT

This Marketing Agreement (“Agreement”), dated on this \_\_\_\_\_ day of \_\_\_\_\_\_\_, 20\_\_ (the “Effective Date”) is entered into between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Service Provider”) located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Client”) located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, for the purpose of setting forth the exclusive terms and conditions by which the Client desires to acquire the marketing services from the Service Provider.

WHEREAS, the Service Provider is in the business of providing promotion and marketing services, including the design and implementation of certain promotional campaigns;

WHEREAS, the Client is in the business of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and sells \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Product or Service”).

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Scope of Services and Service Provider’s Responsibilities.

1.1 Services. Client retains the above Service Provider, and the Service Provider agrees to perform for the Client, certain marketing services set forth in Exhibit A to this Agreement (the “Services”). Any Service outside of the scope as defined in Exhibit A to this Agreement will require a new Agreement for other services, including separate promotional or marketing campaigns agreed to by the Parties.

The Service Provider agrees to engage in the best and commercially reasonable efforts to provide the Services to Client in accordance with the terms of this Agreement. The Service Provider further agrees to provide the Services in a professional and diligent manner consistent with industry standards and good business practice, using efforts comparable to those customarily used in promotional and marketing campaigns of equivalent value and for similar products or services.

1.2 Additional Services.The Service Provider, in addition to the Services set out in Exhibit A, can also or may provide the additional services (the “Additional Services”) to the Client as follows:  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
\*Such Additional Services shall be provided to the Client upon written request to the Service Provider, and at such time, the Service Provider shall provide to the Client price quotes for any Additional Services requested.

1.3 Time is of the Essence. The Service Provider hereby understands and acknowledges that time is of the essence with respect to the Service Provider’s obligations defined in this Agreement and that prompt and timely performance of all such obligations is strictly required.

* 1. Service Provider Contract Manager and Staff. 
     1. Subject to the prior written consent of Client, the Service Provider shall:
        1. appoint an employee to serve as the primary contact with respect to this Marketing Agreement and who will have the authority to act on behalf of the Service Provider in connection with matters related to this Marketing Agreement (“Service Provider Contract Manager”);
        2. upon reasonable request of Client, promptly replace the Service Provider Contract Manager and any other Service Provider Personnel for good cause agreed to by both Parties.
     2. The Service Provider shall maintain the same Service Provider Contract Manager and other Service Provider Staff throughout the duration of this Marketing Agreement except for changes in such staff in response to:
        1. the Client's written request in accordance with Section 1.5 (a)(ii);
        2. the resignation or termination of such personnel; or
        3. other circumstances outside of Service Provider's reasonable control.
     3. The Service Provider agrees comply with all laws and any collective bargaining agreements affecting any the Service Provider’s Staff.
     4. The Service Provider shall be responsible for the payment of all compensation owed to the Service Provider’s Staff, including, if applicable, the payment and withholding of social security and other payroll taxes, withholding of income taxes, unemployment insurance, workers' compensation insurance payments, and disability benefits.
     5. If applicable, and with the written consent of the Client, the Service Provider shall require each Permitted Third Party Provider (“Third Party Provider”) to be bound in writing by the confidentiality and intellectual property assignment or license provisions of this Agreement, and, upon Client's written request, to enter into a non-disclosure or intellectual property assignment or license agreement in a form that is reasonably satisfactory to the Client.

1.5 Additional Service Provider Obligations.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**2. Client’s Responsibilities.**

Client agrees to provide the best and commercially reasonable efforts to:

(a) Appoint and, in its reasonable discretion, replace a Client employee to serve as the primary contact with respect to this Marketing Agreement and who will have the authority to act on behalf of Client with respect to matters relating to this Agreement (“Client Contract Manager”).

(b) Provide copies of or access to necessary Client Materials as the Service Provider may reasonably request in order to carry out the Services in a timely manner. Unless otherwise stipulated in writing, the Client and its licensors are, and shall remain, the sole and exclusive owner of all right, title, and interest in and to all Client Materials, including all Intellectual Property therein; the Service Provider shall have no right or license to use any such information or materials other than during the Term to the extent necessary to provide the Services to Client; and all other rights in and to the Client’s Materials are expressly reserved by Client.

(c) Respond promptly to any of the Service Provider’s request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for the Service Provider to perform the Services in accordance with the requirements of this Marketing Agreement.

2.2 Additional Service Provider Obligations.  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**3. Fees and Expenses.**

3.1 Fees. In consideration of the provision of the Services and the rights granted to Client under this Agreement, Client shall pay Service Provider:

|  |  |
| --- | --- |
| **Total Cost of Services** |  |
| **Amount Due on Signing** |  |
| **Amount Due on Competition** |  |
| **Additional Costs (if applicable)** |  |

3.2 Expenses. From time to time throughout the duration of this Marketing Agreement, the Service Provider may incur certain expenses that are not included as part of the Fee for our Services to this Agreement. The Service Provider agrees to keep an exact record of any and all expenses acquired while performing the Services. The Service Provider will submit an invoice itemizing each expense, along with proof of purchase and receipt, every \_\_\_\_\_\_ days upon completion of such Services.

If any one expense if over $\_\_\_\_\_, the Service Provider agrees to obtain the Client’s written consent before making the purchase.

3.3 Payment.

The Service Provider will invoice the Client on the \_\_\_\_\_ day of each month. The invoice will include any and all marketing services performed under this Agreement as well as any pre-approved expenses.

Payment will be due within \_\_\_\_\_ days of the invoice date. A late charge of $\_\_\_\_\_\_\_ per month will be added to any invoice not paid on time.

Payments must be made to the Service Provider by credit card, money order, check, or any other approved method of payment accepted by the Service Provider.

Payments must be mailed to:  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3.4 Invoice Disputes.

The Client shall notify the Service Provider in writing of any dispute with an invoice along with any substantiating documentation or a reasonably detailed description of the dispute within \_\_\_\_\_ Business Days from the date of the Client’ receipt of such invoice subject to dispute. Client will be deemed to have accepted all invoices for which the Service Provider does not receive timely notification of a dispute and shall pay all undisputed amounts due under such invoices within the period set forth in Section 43. The parties shall seek to resolve all such disputes expeditiously and in good faith.

**4. Agreement Term and Termination.**

4.1 Term. This Marketing Agreement shall be effective on the date hereof and shall continue for a period of \_\_\_\_\_\_\_ ([month[s]/year[s]) or until the expressly agree upon date of the completion of the Services, unless it is earlier terminated in accordance with the terms of this Agreement (the “Term”).

If either Party subject to his agreement fails to follow through with their obligations under this Marketing Agreement, the non-breaching Party can terminate this Agreement by providing \_\_\_\_ day written notice to the breaching Party.

The Client understands that the Service Provider may terminate this Agreement at any time if the Client fails to pay for the Services provided under this Agreement or if the Client breaches any other material provision listed in this Marketing Agreement in the manner as defined above. Client agrees to pay any outstanding balances within \_\_\_\_\_ days of termination.

**5. Confidentiality and Property Rights.**

Throughout the duration of this Agreement, it may be necessary for the Service Provide to have access to the Client’s confidential and protected information for the sole purpose of performing the Services subject to this Agreement.

The Service Provider is not permitted to share or disclose such confidential information whatsoever, unless mandated by law, without written permission from the Client. The Service Provider’s obligation of confidentiality will survive the termination of this Marketing Agreement and stay in place indefinitely.

Upon the termination of this Agreement, the Service Provider agrees to return to the Client any and all Confidential Information that is the property of the Client.

Further, the Service Provider shall promptly return to the Client all copies, whether in written, electronic, or other form or media, of the Client’s Confidential Information, or destroy all such copies and certify in writing to the Client that such Confidential Information has been destroyed. In addition, the Service Provider shall also destroy all copies of any Notes created by the Service Provider or its authorized Representatives and certify in writing to the Client that such copies have been destroyed.

**6.** **Intellectual Property Rights and Ownership**.

6.1 License to Certain Client Intellectual Property.

Each Party to this Agreement grants to each other a non-exclusive, royalty-free, and non-transferrable license to use during the Term to use, solely in connection with the Services and of each other’s trade names, trademarks, service marks, and logos (“Marks”) in connection to the performance of this Marketing Agreement. Neither Party is permitted to use any of the other Party’s Marks for any other purpose without first obtaining prior written approval of the Party whose Marks are to be used. Each Party agrees not to alter, remove or modify, permit altercation of, or of the other Party’s, including any other identifiable Mark placed by the Other Party, its agents, associated documents, or products without the other Party’s prior written approval.

Both Parties understand that the Other Party’s Marks and any other related goodwill are the exclusive and sole property of the Other Party. Further, each Party agrees not to, or permit a Third Party to, challenge the rights of the Other Party or to the Other Party’s use of any similar Marks, symbols or works. The Parties agree that at no time throughout the duration of this Marketing Agreement assist others to contest the Other Party’s Marks nor the registration of the same or the attempt to register any such trade name or Marks that are considered confusingly similar to the Other Party’s Marks.

Each Party understands that it retains complete ownership of all of its intellectual property and Marks that are licensed to it. Each Party further understand that its use of the Other Party’s Marks will not create nor represent that it possesses any title, right, or interest in it or to the Other Party’s Marks other than the express and limited right to use the Other Party’s Marks on each other’s website permissible under this Marketing Agreement. The goodwill from each Party’s use of the other’s Marks, if applicable, will accrue only to the benefit of the Other Party. Each Party will immediately cease using the Other Party’s Mark upon written request, and under no circumstances shall this license survive the terms of this Marketing Agreement.

**7. Limitation of Liability.**

7.1 NO LIABILITY FOR CONSEQUENTIAL OR INDIRECT DAMAGES.

EXCEPT WITH RESPECT TO THE PARTIES’ LIABILITY FOR BREACH OF CONFIDENTIALITY OR] LIABILITY FOR INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOSS OF USE, REVENUE OR PROFIT, BUSINESS INTERRUPTION, AND LOSS OF INFORMATION), WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**8. Relationship of Service Provider and Client.**

8.1 No Exclusivity. The Parties subject to this Agreement understand and acknowledge that this Agreement is not exclusive. Each Party respectively agree that they are free to enter into other similar Agreements with other parties.

8.2 Contractor. Nothing in this Agreement creates any agency, joint venture, partnership, or other form of joint enterprise, employment, or fiduciary relationship between the parties. The Service Provider is an independent contractor pursuant to this Marketing Agreement. Neither party has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement, or undertaking with any third party.

**9. Miscellaneous.**

9.1 Further Assurances. Upon a party's reasonable request, the other party shall, at its sole cost and expense, execute and deliver all such further documents and instruments, and take all such further acts, necessary to give full effect to this Agreement.

9.2 Entire Agreement. This Agreement constitutes the sole and entire agreement of the Parties regarding the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto.

9.3 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (“Notice”) shall be in writing and addressed to the parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this section). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile, or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid).

9.4 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

9.5 Amendment. This Agreement may be amended only by a writing signed by all of the Parties hereto.

9.6 No Waiver. No waiver of or failure to act upon any of the provisions of this Agreement or any right or remedy arising under this Agreement shall be deemed or shall constitute a waiver of any other provisions, rights or remedies (whether similar or dissimilar).

9.7 Dispute Resolution.

Parties to this Agreement shall first attempt to settle any dispute through good-faith negotiation. If the dispute cannot be settled between the parties via negotiation, either party may initiate mediation or binding arbitration in the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

If the parties do not wish to mediate or arbitrate the dispute and litigation is necessary, this Agreement will be interpreted based on the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, without regard to the conflict of law provisions of such state. The Parties agree the dispute will be resolved in a court of competent jurisdiction in the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

9.8 Governing Law. This Marketing Agreement shall be governed in all respects by the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ without regard to the conflict of law provisions of such state. This Agreement shall be binding upon the successors and assigns of the respective parties.

9.9 Legal Fees. Should a dispute between the named Parties arise lead to legal action, the prevailing Party shall be entitled to any reasonable legal fees, including, but not limited to attorneys’ fees.

9.10 No Assignment. This Agreement shall inure to and be binding upon the undersigned and their respective heirs, representatives, successors and permitted assigns. This Agreement may not be assigned by either party without the prior written consent of the other party.

9.11 Force Majeure. The Service Provider and any of its employees or agents shall not be in breach of this Marketing Agreement for any delay or failure in performance caused by reasons out of its reasonable control. This includes, but is not limited to, acts of God or a public enemy; natural calamities; failure of a third party to perform; changes in the laws or regulations; actions of any civil, military or regulatory authority; power outage or other disruptions of communication methods or any other cause which would be out of the reasonable control of the Service Provider.

9.12 Warranty. The Service Provider shall provide its marketing services and meet its obligations set forth in this Agreement in a timely and satisfactory workmanlike manner, using its knowledge and recommendations for performing its marketing services which generally meets standards in the Service Provider’s region and community, and agrees to provide a standard of care, equal or superior to care used by other professionals in the same profession.The Service Provider shall perform the marketing services in compliance with the terms and conditions of the Agreement.

9.13 Public Announcements. Neither party shall make any statement (whether oral or in writing) in any press release, external advertising, marketing, or promotion materials regarding the other party or its business unless: (a) it has received the express written consent of the Other Party; or (b) is required to do so by Law.

9.14 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile. email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

9.15 Electronic Signatures. This Agreement and related documents entered into in connection with this Agreement are signed when a party’s signature is delivered electronically, and these signatures must be treated in all respects as having the same force and effect as original signatures.

9.16 Captions for Convenience. All captions herein are for convenience or reference only and do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof.

*[Signatures on Following Page]*

IN WITNESS WHEREOF, the undersigned have executed this Marketing Agreement effective as of the \_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ (the “***Effective Date***”).

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Service Provider’s Signature Client’s Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Service Provider’s Printed Name or Entity Client’s Printed Name or Entity

**Service Provider’s Contact Information: Client’s Contact Information:**

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EXHIBIT A

Services, Campaign, and Promotional Mix

The Service Provider agrees to provide the following marketing services:

|  |  |
| --- | --- |
| **Services:** |  |
| **Campaign:** |  |
| **Promotional Mix:** |  |

**Other:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_