



## WETSTYLE DEALERSHIP AGREEMENT

This agreement is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (hereinafter, the “**Agreement**”).

### BETWEEN:

Wet Manufacturing Inc., having a place of business at 1295 rue René-Descartes, Saint-Bruno-de-Montarville, Quebec, Canada, J3V 0B7 (the “**Company**” or “**WETSTYLE**”);

-and-

\_\_\_\_\_, having a place of business at  
\_\_\_\_\_ (the “**Dealer**”).

### 1. SCOPE AND TERM

- A. The Company hereby appoints the Dealer as the Company’s non-exclusive authorized distributor with the right to sell, promote and or otherwise distribute the Company’s products and accessories (collectively, the “**Products**” and individually, a “**Product**”) in and on the following territory only: \_\_\_\_\_ (the “**Territory**”) for a term of two (2) years (the “**Initial Term**”) from its principal place of business set forth above and such other locations within the Territory (each such location a “**Location**”) as disclosed to the Company. The Dealer must be compliant with display commitments and terms as outlined herein to retain distribution rights for the Products and to ensure extension or renewal of the Term. The Dealer agrees not to sell the Products to any customer with the knowledge or belief that such customer intends to ship such Product for ultimate use outside the Territory.

Initial: \_\_\_\_\_

- B. By accepting the appointment, the Dealer agrees to conform to all quality standards established from time to time by the Company for its dealers. The quality standards are subject to change by the Company.
- C. On expiration of the Initial Term, this Agreement automatically renews for additional successive [**two (2) year**] terms unless and until the Company provides a notice of nonrenewal at least 30 days before the end of the then-current term, or unless and until earlier terminated as provided under this Agreement (each a “Renewal Term” and together with the Initial Term, the “**Term**”).

## 2. SUB DEALERSHIP

- A. Sub dealership is not permitted except by express written approval by the Company. For the purposes of this agreement “**sub dealership**” is defined as a Dealer reselling the Products to third party dealers who in turn resell the Products.

## 3. DEALERS’ OBLIGATIONS

In addition to its obligations stated elsewhere in this Agreement, the Dealer shall:

- A. display the Company’s showroom display Products as listed per the most recent showroom display proposal or per the most recent display purchase order placed with the Company;
- B. undertake to display all the Company’s Products as an ensemble in vignette format;
- C. provide the Company and its representatives with ample training opportunities for the Dealer’s sales staff which said training shall include a minimum of one formal full staff training session of at least sixty to ninety minutes duration per annum and one training session of forty five to sixty minutes for each new Product launch;
- D. respect the Company’s Internet policy as follows:
  - i. The only accepted way to promote the Products on the Internet is to use the Company’s content, images and materials. The Dealer’s copy, text and content with respect to promotion, advertising and display of the Products must be pre-approved by the Company to present its Products and communicate its desired messages;
  - ii. No other means of Internet promotion by the Dealer is accepted. Unauthorized Internet promotions of the Products including but not limited to programs offering free shipping or aggressive discounting are not permitted nor is the publication on the Internet of any pricing for the Products;
  - iii. Only the Company can purchase sponsored Internet search items or links related to its Intellectual Property (as hereinafter defined), Products, names and content;

- iv. The Company reserves the right in full to approve the presentation of its brand, Products and messaging in all media including on the Internet. If the content of a particular Website does not meet the standards of the Company, the Company reserves the right to have all of the Company's information removed from the site in question and the Dealer agrees to comply in full with this request within forty eight hours; and
  - v. The only way for the Dealer to sell the Products is through authorized Dealers with a physical showroom presence and trained showroom sales staff.
- E. comply with the Company's Commercial Terms of Trade as seen in Schedule A hereto regarding among other things, delivery of the Company's most recent product return and exchange procedures and showrooms;
- F. provide the consumer or end-user with all relevant product warranties, registration information, instructions and literature included with the Products. The Products are warranted by the Company or its affiliates directly to the consumer or end-user, on the terms of the Company's written warranty in effect from time to time. The Company or its affiliates make no warranty to the Dealer or any intermediary purchaser;
- G. not remove or negate any safety device or feature of the Products, nor shall it alter any labels or tags on the Products;
- H. market, advertise and promote the Products and conduct business in a manner that reflects favorably at all times on the Products and the good name, goodwill and reputation of the Company;
- I. maintain each Location as a suitable place of business from which to conduct its business on the Territory;
- J. maintain books, records and accounts of all transactions and activities covered by this Agreement and permit full examination thereof by the Company and its representatives in accordance with Section 11;
- K. comply with all applicable laws, rules, regulations, orders, codes and ordinances. The Dealer also agrees to maintain all necessary permits, licenses or certifications required by governmental or regulatory authorities in connection with the performance of the Dealer's responsibilities under this Agreement; and
- L. provide and allow the Company and its affiliates to use the Dealer's information in digital, broadcast and print media as well as on their Website.

#### 4. NON-COMPETITION

- A. During the Term of this Agreement, the Dealer will not sell or offer for sale, nor promote in any way the sale of products of other companies which, in the opinion of the Company, are deemed to be illegal replicas or unauthorized copies of the Company's designs or confusingly similar with any of the Products. In executing this Agreement, the Dealer acknowledges and represents that it has disclosed to the Company the identity of each company whose products the Dealer currently represents, promotes or sells that may be confusingly similar to those of WETSTYLE. If copies or replicas of WETSTYLE Products are sold or displayed by the Dealer, WETSTYLE has the unilateral right to reduce the Dealer's trade purchasing discount and/or discontinue shipping altogether without further notice or warning.
- B. During the Term of this Agreement, the Dealer will not engage in any unfair, competitive, misleading or deceptive practices respecting the Company, its Products and Intellectual Property (as hereinafter defined), including any product disparagement or "bait-and-switch" practices.

#### 5. PRICING AND PAYMENT

- A. During the term of this Agreement and in so far as the Dealer sells or offers to sell Products, the Dealer agrees to respect the manufacturers' suggested retail prices as set forth in the Company's most recent and applicable price list (the "**MSRP**"). The Dealer agrees that it will not discount the Products beyond 20% to consumers and 25% to trade customers. Should the Dealer sell or offer to sell the Products at discounts greater than that listed, the Company has the unilateral right to reduce the Dealer's trade purchasing discount and/or discontinue shipping and servicing the Dealer altogether without further notice or warning.
- B. If, at any time, the Company determines in its sole but reasonable discretion that the Dealer's financial condition or creditworthiness is inadequate or unsatisfactory, then, in addition to the Company's other rights under this Agreement, the Company may without liability or penalty, take any of the following actions:
  - i. on prior written notice, modify the payment terms for outstanding and future purchases;
  - ii. reject any orders received from the Dealer;
  - iii. cancel any previously accepted orders;
  - iv. delay any further shipment of the Products to the Dealer;
  - v. stop delivery of any Products in transit in the possession of a carrier and cause the Products in transit to be returned to the Company;

- vi. on prior written notice, terminate this Agreement; or
- vii. accelerate the due date of all amounts owing by the Dealer to the Company.

## 6. DELIVERY

- A. The Dealer must comply with the process and procedures included in the Company's Commercial Terms of Trade appended hereto as Schedule A in connection with inspection of the delivered Products and claims for Products damaged during shipment.

## 7. TITLE

- A. Title to the Products passes to the Dealer upon delivery of the Products to the place designated by the Dealer in the Territory.
- B. Risk of loss of the Products passes to the Dealer upon delivery of the Products to the place designated by the Dealer in the Territory.

## 8. INTELLECTUAL PROPERTY RIGHTS

- A. The terms "Wet Manufacturing Inc", "WETSTYLE", "WETMAR", "TRUE HIGH GLOSS" are trademarked terms and intellectual property belonging to the Company. The Company's graphic logo, imagery related thereto and tag lines are trademarked and intellectual property of the Company.
- B. The Product designs and all printed and electronic literature including all text, images, photos, graphics as well as Product and collection names are the intellectual property of the Company (collectively with the items listed at paragraph 6.A above, the "**Intellectual Property**").
- C. The Dealer is encouraged to use the Intellectual Property in the pursuit of sales; provided however, that it must first have the written permission of the Company with respect to each use thereof. Nothing in this Agreement shall confer or vest any right of ownership of the Intellectual Property to the Dealer.
- D. The Dealer will make no attempt to alter, modify or recreate the Company's Intellectual Property without having obtained express written permission from the Company.
- E. The Dealer agrees to use the Intellectual Property only in accordance with approved uses by the Company and to do nothing that will impugn or damage the Intellectual Property or the Company's name or reputation.

## 9. MODIFICATION OR DISCONTINUANCE OF PRODUCTS

- A. Notwithstanding anything to the contrary in this Agreement, the Company reserves the right to change the design or specification or to discontinue the manufacture or sale of

any or all of the Products at any time without prior notice to the Dealer. If the Company or any of its suppliers changes the design or specification or discontinues the manufacture or sale of any of the Products, the Company shall have no obligation to make any such changes to design or specification in any Products previously ordered by or shipped to the Dealer or to fill any order for any discontinued Product submitted to the Company after the date of notice of such discontinuance.

#### 10. FINANCING AND LEASING

If at any time the Dealer holds property of the Company in its custody or control or on consignment for the Company from time to time, the following shall apply:

- A. In the event the Dealer obtains any financing of any nature in connection with its business or otherwise wherein the Dealer's business becomes a collateral security, the Dealer shall obtain and provide the Company with a written acknowledgement from the lender, mortgagee, assignee or any other party who may claim an interest in the Dealer's business, confirming its understanding and agreement that all Products in the possession of the Dealer are and remain the property of the Company.
- B. If the Dealer leases premises that serve as a Location, the Dealer shall use its best efforts to deliver to the Company during the Term an acknowledgment from the landlord confirming such landlord's understanding and agreement that all Products, merchandise, fixtures, signage, equipment or the like delivered by the Company to the Dealer and located at the Location are and remain the property of the Company.

#### 11. INSPECTION AND RECORDS

- A. The Company or its designate(s) may enter the Location at any time during normal business hours, without notice, to examine the Products and audit the Documentation (as hereinafter defined) for the purpose of determining compliance with the terms of this Agreement.
- B. During the Term and after the termination or expiry of this Agreement, the Dealer shall maintain documentation which will accurately reflect the receipt and sale of the Products (the "**Documentation**").

#### 12. RELATIONSHIP OF PARTIES

- A. The Dealer is an independent entity and is not an employee or agent of the Company. Similarly, no person employed by the Dealer in connection with the operation of its business shall be considered an employee or agent of the Company. This Agreement shall not be deemed to create a partnership, joint venture or principal-agent relationship between the parties. Any taxes or contributions based upon payroll of or employment by the Dealer shall be paid by and shall be the exclusive responsibility of the Dealer.

Initial: \_\_\_\_\_

- B. The Dealer shall not have, nor shall it hold itself out as having, the power to make contracts in the name of or binding upon the Company, to pledge the Company's credit, or to extend credit in the Company's name.

### 13. INDEMNITY AND INSURANCE

- A. It is agreed that the Dealer shall have no authority to make any warranty, including that of the merchantable nature or fitness for a particular purpose, beyond that expressly made to the customer or end-user by the Company as part of the conditions of sale.
- B. The Dealer agrees to indemnify the Company, its agents, employees, directors, officers, assigns, affiliates and their agents and employees, against any and all actions, suits, liabilities, losses or damages, charges, costs including expenses and attorneys' fees, that either the Company or the Dealer may suffer as a result of claims, demands, costs or judgments of every nature or character arising from the negligent acts or omissions of the Dealer, its employees or agents, or from the Dealer, its employees or agents, making any oral or written representations or warranties to a customer not expressly made to such customer or end-user by the Company in the conditions of sale which accompany any of the Products subject to this Agreement. The obligations described in this Article shall be deemed continuous and shall survive any termination of this Agreement.
- C. The Dealer shall at all times, at its sole expense, maintain commercial general liability insurance and property risk insurance at levels satisfactory to the Company. Certificate(s) of insurance evidencing the required coverage shall be furnished to the Company at the Company's request.

### 14. DEALER'S REPRESENTATIONS AND WARRANTIES

The Dealer represents and warrants to the Company that:

- A. it is a \_\_\_\_\_ [**corporation/partnership/limited liability company [insert type of entity]**] duly organized, validly existing and in good standing in the jurisdiction of its \_\_\_\_\_ [**incorporation/organization/formation**];
- B. it is duly qualified to do business and is in good standing in every jurisdiction in which such qualification is required;
- C. it has the full right, power and authority to enter into this Agreement, to grant the rights and licenses granted under this Agreement and to perform its obligations under this Agreement; and
- D. when executed and delivered by each of the Company and the Dealer, this Agreement will constitute the legal, valid and binding obligation of the Dealer, enforceable against the Dealer in accordance with its terms.

Initial: \_\_\_\_\_

## 15. TERMINATION

- A. The Company may terminate this Agreement immediately upon written notice to the Dealer upon the occurrence of any of the following events:
- i. failure of the Dealer to comply with the Company's terms of payment;
  - ii. the Dealer's breach or failure to comply with any provision of this Agreement;
  - iii. the Dealer's insolvency or the commencement of any proceeding under any bankruptcy or insolvency laws by or against the Dealer;
  - iv. the appointment of a receiver for all or any part of the property of the Dealer or an assignment for the benefit of creditors by the Dealer; and
  - v. providing false information to the Company.
- B. In addition, notwithstanding anything to the contrary in this Agreement, the Company may, at any time terminate this Agreement in its sole, absolute and exclusive discretion by giving thirty (30) days written notice to the Dealer.
- C. Upon expiration or termination of this Agreement for any reason:
- i. Any and all balances owed by the Dealer to the Company that are then outstanding shall become due. The Company shall be entitled to reimbursement for any reasonable attorneys' fees that it may incur in collecting or enforcing payment of such obligations.
  - ii. The Dealer shall return all records, books, price lists, drawings, blueprints, instruction sheets, advertising and promotional materials and all of the Company's supplies of every kind and character, and all other documents relating to the business of the Company which may be in the possession or under the control of Dealer, including without limitation any and all Confidential Information (as hereinafter defined) of the Company. In addition, upon expiration or termination of this Agreement, the Dealer shall immediately cease any use of the Intellectual Property.
  - iii. The provisions of this Agreement that by their nature or their terms are intended to survive its expiration or termination, and any and all obligations that arise prior to expiration or termination, shall survive expiration or termination of this Agreement.
- D. The party terminating this Agreement, or in the case of the expiration of this Agreement, each party, shall not be liable to the other party for any damage of any kind (whether direct or indirect) incurred by the other party by reason of the expiration or earlier termination of this Agreement.



## 16. CONFIDENTIALITY

- A. The Dealer shall have no right, title or interest to any information relating to the business, operation, policies or processes of the Company, including, but not limited to, all operating methods, marketing plans and/or computer software (the “**Confidential Information**”). The Dealer and the Dealer’s employees and agents shall not at any time disclose, copy, duplicate, record or otherwise reproduce any Confidential Information, in whole or in part, or otherwise make any Confidential Information available to any unauthorized person or source. Upon the expiry or earlier termination of this Agreement, all Confidential Information, including, without limitation, any back-up copies of any software, shall be immediately returned to the Company. The provisions of this Section 16 shall survive the expiration or termination of this Agreement.

## 17. DISPUTES

In the event of a dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity hereof (each, a “**Dispute**”), the party seeking to settle the Dispute shall deliver notice (each, a “**Dispute Notice**”) of the dispute to the other party as follows:

- A. the Dealer shall send the Dispute Notice to the representative of the Company in accordance with the provisions set out in paragraph 18.D;
- B. the Company shall send the Dispute Notice to the representative of the Dealer in accordance with the provisions set out in paragraph 18.D;
- C. the parties shall negotiate in good faith to resolve the Dispute. If the parties are unable to resolve any Dispute within [thirty (30)] business days after the applicable Dispute Notice’s delivery, either party may file suit in a court of competent jurisdiction.

## 18. MISCELLANEOUS

- A. Force Majeure. The Company shall be excused from delays in performance or failure to perform hereunder to the extent that such delays or failures result from causes beyond the reasonable control of the Company, including but not limited to, delay or failure caused by governmental laws, regulations, orders, decrees or other governmental acts effective during the term of this Agreement, floods, fire, tropical storm, hurricane, riot, accident, strikes or work stoppages for any reason, delays of suppliers or subcontractors, embargo, energy or fuel shortage, war, terrorist act, or any natural disaster or act of God, or other circumstance beyond the reasonable control of the Company whether similar or dissimilar to the foregoing.
- B. Entire Agreement. This Agreement, together with the Commercial Terms of Trade of the Company **and** \_\_\_\_\_ constitute the entire agreement between

the Dealer and the Company, superseding all prior oral or written agreements, policies, understandings, representations, warranties and negotiations, on the subject of the continuing relationship between the Dealer and the Company; and there are no conditions affecting this Agreement which are not expressed herein.

- C. Governing Law. This Agreement shall be governed by and interpreted according to the laws of the province of Quebec and the laws of Canada applicable therein. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.
- D. Notices. Notification required or permitted hereby shall be in writing and shall be given by personal delivery, by registered mail or by email. Any notice, if delivered personally or by email, shall be deemed to have been received on the date of delivery and, if mailed, shall be deemed to have been received on the third (3<sup>rd</sup>) business day following the date of mailing. For the purposes of this paragraph, the addresses of the parties are on the first page of this Agreement and the email addresses of the parties are as follows:

To the Company at: service@wetstyle.ca

To the Dealer at: \_\_\_\_\_ **[Note: please insert email address]**

- E. No Assignment. This Agreement may not be assigned by the Dealer, without the prior written consent of the Company. In appointing the Dealer pursuant to this Agreement, the Company is relying on the unique qualifications of the Dealer's principal owners and, accordingly, for purposes of this subsection, assignment shall include any change in the Dealer's controlling ownership. This Agreement, or any of the Company's rights hereunder, may be assigned by the Company upon notice to the Dealer.
- F. No Setoff. The Dealer shall perform its obligations under this Agreement without setoff, deduction, recoupment or withholding of any kind for amounts owed or payable by the Company, whether relating to the Company's breach, bankruptcy or otherwise and whether under this Agreement or any other agreement between the Dealer or any of its affiliates and the Company and any of its affiliates or otherwise.
- G. Language. The parties hereto confirm that it is their wish that this Agreement and all documents relating thereto, including notices, be drawn up in the English language. *Les parties aux présentes confirment leur volonté que cet acte de même que tous les documents, y compris tous avis, s'y rapportant soient rédigés en langue anglaise.*

*[Signature page follows]*

**IN WITNESS WHEREOF** the parties have caused this Agreement to be executed as of the date first written above.

**WET MANUFACTURING INC.**

Per: \_\_\_\_\_  
Name:  
Title:

Witness

Per: \_\_\_\_\_  
Name:  
Title:

**Dealer:** \_\_\_\_\_  
[INSERT LEGAL NAME OF DEALER]

Per: \_\_\_\_\_  
Name:  
Title:

Witness

Per: \_\_\_\_\_  
Name:  
Title:

Initial: \_\_\_\_\_

Schedule A

NEW DISTRIBUTOR COMMERCIAL INFORMATION FORM & POLICIES

We would like to thank you for selecting WETSTYLE and for becoming a new WETSTYLE distributor.

We are pleased to expand our network by including you as a business partner. In order to complete your file as a new distributor, would you please complete the information as outlined below and read and initial each of the sections enclosed.

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**Commercial information**

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***Showroom Locations:***

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

City: \_\_\_\_\_ State/Province: \_\_\_\_\_ ZIP/Postal Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Website: \_\_\_\_\_

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

**Billing address:** ☐ Same as showroom address

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

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

***Shipping address:*** ☐ Same as showroom address

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

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

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

***Shipping facility***

Do you have a warehouse? \_\_\_\_\_

Do you have special hours for delivery? \_\_\_\_\_

Do you have a loading dock? \_\_\_\_\_

If you don't have a loading dock, do you have someone to help for the delivery?

Initial: \_\_\_\_\_

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## Showroom Information

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***\*\*please fill out all fields\*\****

Which hi-end major lines do you carry in your showroom (that you have on display)?

Other hi-end American lines: \_\_\_\_\_

Other hi-end European lines: \_\_\_\_\_

Note: Please send us, by e-mail, a few pictures of your showroom to **info@wetstyle.ca**

*Clientele type:*

Modern: \_\_\_\_\_% Contemporary: \_\_\_\_\_% Traditional: \_\_\_\_\_%

*Clientele mix:*

Consumers: \_\_\_\_\_% Architects: \_\_\_\_\_% Designers: \_\_\_\_\_% General Contractors: \_\_\_\_\_%

How many projects do you do annually?

Small scale projects (4-19 units): \_\_\_\_\_ Medium scale projects (20-49 units): \_\_\_\_\_

Large scale projects (50+ units): \_\_\_\_\_

Would you like someone from WETSTYLE to contact you regarding projects?

Yes

No

Are you interested in a WETSTYLE Point of Sale (P.O.S) Display module to help present the Products in your showroom?

Yes

No

If yes, which one?

Initial: \_\_\_\_\_

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**Trade Conditions**

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***\*\*Please read the trade terms below and initial at bottom of the page\*\****

Your showroom display order discount for your first showroom display purchase is as follows:  
\_\_\_\_\_ percent (for tubs and sinks) and \_\_\_\_\_ percent (for furniture items) discount from the  
Manufacturer Suggested Retail Price (MSRP).

Your purchasing discount is as follows:

\_\_\_\_\_ percent discount form the Manufacturer Suggested Retail Price (MSRP).

(Please note special discounts are applicable for large quantity project quotations)

Freight charges are not included in the price of our Products.

The lead time for orders is between 3 and 4 weeks.

Custom Order pricing based on quotation and approved specification.

Invoice must be paid within 30 days or additional late payment charges will be applied.

Initial: \_\_\_\_\_

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## Return Goods Authorization (RGA):

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***\*\*Please read the trade terms below and initial at bottom of the page\*\****

***\*\* For any discrepancies between the policies outlined in the RGA procedures below and those outlined in the latest RGA documents published and found in the WETSTYLE catalog and price list please refer to the latter\*\****

Damaged merchandise

### UPON DELIVERY

It is imperative that if you see any obvious damage to the packaging, please remove the packaging while the freight company is present in order to verify that the item inside is in good condition.

Please immediately inspect for damage and write a description of any damage found on the bill of lading. Ask the shipping company to sign and confirm the damage. If your company signs for the shipment without indicating any damage, you will be automatically releasing the shipping company and WETSTYLE from any liability.

Please note that if you receive and sign your bill of lading stating that the merchandise was received in good condition, you will automatically assume liability for the merchandise and its condition.

Please note that upon delivery there is a window of 48 hours to notify WETSTYLE of any damage. WETSTYLE will not incur responsibility for damages reported after this 48-hour period. The WETSTYLE warranty does not cover accidents or damage incurred during shipping and storage after delivery by WETSTYLE nor does it extend to products sold by unauthorized WETSTYLE distributors or products sold over the Internet.

WETSTYLE cannot be held responsible after delivery. Our warranty does not cover additional shipping, storage and/or accidents.

### PROCEDURES

For all claims, **without exception**, we require photographs. Please make sure that all pictures submitted clearly show the damage or defects in order for us to determine the best possible way to resolve the situation. It is important that these pictures be taken within a reasonable timeframe in order for us to be able to help all parties involved. Please use a digital camera and send the pictures by email to [service@wetstyle.ca](mailto:service@wetstyle.ca). This will significantly expedite the process.

WETSTYLE will then make the most effective suggestion for resolving the damage claim. If a replacement is necessary, it will be handled as a priority. If a return is requested, a written RGA must be issued by WETSTYLE.

If the conditions stipulated above are not respected, WETSTYLE reserves the right to refuse claims and/or return requests.

An RGA number for any accepted return of merchandise is compulsory at all times and will be confirmed by the WETSTYLE customer service department.

Any merchandise returned without written authorization from WETSTYLE will be refused upon receipt and shipped back at your expense.

Initial: \_\_\_\_\_

## Sales Team Contact Form

***\*\*Important information about your sales team for WETSTYLE communication; please write down the name, email and position of all your personnel that you think we should have in our database.\*\****

[illegible]