



Ads On Brand PTY LTD - Standard Terms and Conditions

1. DEFINITIONS

- “**Advertiser**” means any person, firm or company who, as an independent media buyer places an Order either itself directly, or indirectly via an Advertising Agency.
- “**Advertising**” means advertising content and application to be provided in appropriate format to the Media Owner to be displayed on billboards.
- “**Advertising Agency**” means any person, firm, company or outdoor specialist recognised as an Advertising Agency by the Media Owner and who, acting as an agent, enters into an Agreement with the Media Owner for the display of Advertising Copy on any of the Sites.
- “**Advertising Copy**” means any advertising material, in any format, intended for display by the Media Owner on behalf of the Principal.
- “**Advertising Airtime**” means the amount of screen time provided to the Principal for Advertising in accordance with Clause 4 and as otherwise agreed.
- “**Audience Delivery**” means the agreed delivery of audience during the Display Period as set out in the Booking Confirmation.
- “**Agreement**” means a legally binding agreement between the Parties consisting of a Booking Confirmation and/or any other terms agreed in writing/email between the Parties from time to time.
- “**Agreement Date**” means the date that the Agreement between the Parties was made.
- “**Booking Confirmation**” means the documents headed “Booking Confirmation” and/or “Advertising Contract” which shall be sent to the Principal by the Media Owner.
- “**Deadline**” means the deadline specified in the Booking Confirmation by when Advertising Copy must be delivered to the Media Owner.
- “**Display Period**” means the period during which Advertising Copy is to be displayed by the Media Owner in accordance with the Booking Confirmation.
- “**Display Period Start Date**” means the date from which the specified Advertising Copy will be displayed.
- “**Fee**” means the consideration payable by the Principal for the display of Advertising Copy on the agreed Site(s) throughout the Display Period as set out in the Booking Confirmation. In the event that no fee is specified on the Booking Confirmation, the Fee shall be the standard charge(s) specified in the Rate Card.
- “**Media Owner**” means any of Ads On Brand PTY LTD, whose registered office is 2, 23A Marian Street, Coorparoo, QLD AU, 4151, and any of their related parties.
- “**Order**” means an order placed by the Principal with the Media Owner for the display of Advertising Copy (which is subject always to the Terms and Conditions).
- “**Overshow**” or “**Over Delivery**” means the display by the Media Owner of the relevant Advertising Copy at Sites for a period of time that is beyond the Display Period and/or in excess of the volume of Advertising Copy that is required to display in accordance with the Booking Confirmation.
- “**Payment Terms**” means twenty-eight (28) days after the start of the Display Period, or such other terms that may be specified in the Booking Confirmation.
- “**Parties**” means the Media Owner, the Principal and/or the Agent.
- “**Payout Delivery Data**” means the campaign delivery data provided by the Media Owner to prove the delivery of the campaign during the Display Period.
- “**Posting Period**” means the period specified in the Booking Confirmation within which the Media Owner will display Advertising Copy in accordance with the Display Period.
- “**Principal**” means any Advertiser or Advertising Agency, and shall include their successors in title and agents, who place an Order with the Media Owner and as such is liable for payment of display of Advertising Copy.
- “**Production Specifications**” means the last published document headed Production Specifications published by the Media Owner in relation to the Site(s) in respect of which an Order has been placed.
- “**Rate Card**” means the Media Owner’s current scale of charges for Advertising, a copy of which may be obtained from the Media Owner upon request.
- “**Site Owner**” means the person, firm or company with whom the Media Owner has a concession to display advertising on their property.
- “**Sites**” means the locations at which the Media Owner shall display the Advertising Copy in accordance with the Booking Confirmation.
- “**Terms and Conditions**” means the terms and conditions set out in this document. This document is referenced on Booking Confirmations will be available for public view on www.adson.com.au.
- “**Working Day**” means any day from Monday to Friday inclusive except any AU Public Holiday.

2. APPLICATION OF THESE TERMS AND CONDITIONS

- a. The Principal shall be ultimately responsible for the payment of Fees and shall be deemed to have full authority in all matters connected with the placing of the Order and the approval or amendment of Advertising Copy. A media agency or specialist media buyer shall be regarded for all purposes as the Principal. For the avoidance of doubt, every Order placed by an Advertising Agency will be for a specified Advertiser, and any change to the Advertiser must be agreed in writing by the Media Owner.
- b. The Terms and Conditions together with any additional terms set out in the Booking Confirmation will be legally binding on the Media Owner and the Principal in respect of each Order submitted by the Principal one (1) Working Day after the date of the Booking Confirmation unless:
 - i. the Principal notifies the Media Owner of an objection to the Booking Confirmation within such period; or
 - ii. a shorter timescale is agreed in writing between the Parties.
- c. For the avoidance of doubt, failure by the Principal to return a signed Booking Confirmation to the Media Owner will not prejudice the terms of the Agreement. Any performance by the Media Owner will be deemed to be subject to the Terms and Conditions.
- d. Any Orders accepted shall only be used for displaying the Advertising Copy supplied in relation to the Booking Confirmation.

3. DISPLAY OBLIGATIONS

- a. The Media Owner will (subject to Clause 2 above) unless otherwise agreed in writing, display Advertising Copy at the number of Sites as stipulated in the Booking Confirmation, in accordance with the Posting Period and subject to Clause 4, and from time to time as necessary renew them with Advertising Copy to be provided by or at the expense of the Principal.
- b. The Media Owner shall use all commercially reasonable efforts to ensure that the total agreed value of Advertising Copy will be delivered during the Display Period, as set out in the Booking Confirmation. The Media Owner reserves the right to amend the display impressions frequency and length, during the Display Period at its discretion.
- c. The Media Owner will provide the Principal, upon request, with Payout Delivery Data OR Proof of Posting (either in report form or through an automated API connection) in relation to an Order and its related Advertising Copy.



- i. Playout Delivery Data / Proof of Posting provided by the Media Owner is to be used for the proof of delivery of the Media Owner's display obligations in accordance with any Booking Confirmation. The Principal may share the information with Clients, Agencies and Media Auditors when deemed necessary, provided that the data cannot be shared with any other third parties without written consent from the Media Owner.
 - ii. The Playout Delivery Data / Proof of Posting is to be used to confirm the Media Owner's delivery of Advertisement in accordance with a Booking Confirmation only, and cannot be aggregated across multiple campaigns to provide data on historical market trends, or used to influence future pricing or purchasing decisions by any party. If the data is used in this manner (by any party) the Media Owner will view this a material breach of these Terms and Conditions, for which damages may not be an adequate remedy and may, in addition to any remedies available to it at law, seek injunctive relief.
- d. In calculating the value of Advertising Copy displayed in connection with the Agreement (including for the purposes of calculating the value of Overshow or any compensation based on failure to display the agreed value of Advertising Copy) the rates set out in the Booking Confirmation (or rates on which a price set out in the Booking Confirmation have been calculated) will be applied. Where the Booking Confirmation identifies specific Sites at which Advertising Copy is to be displayed, the value of any Advertising Copy displayed at different Sites than those identified will be calculated on the basis of rates determined using similar methodology to the methodology used to calculate the rates set out for the specific, named Sites (e.g. applying the same percentage reduction from the Media Owners standard rate card).
 - e. The Media Owner reserves the right to use its discretion to substitute planned Sites for other Sites of a similar quality where the planned Sites are not available or the Media Owner otherwise considers this is necessary or desirable. If no Sites of a similar quality are available, the Media Owner, at its sole discretion, either (a) refund the pro-rated part of the Fee that relates to the missing Display Period or Audience Delivery for the Advertising Copy that is not, or is no longer, displayed, in which case it will have no further obligation to display that Advertising Copy; or (b) provide an Overshow or Over Delivery to the Principal with an equivalent value to value of the missing Display Period or missing Audience Delivery for the Advertising Copy that is not, or is no longer, displayed.
 - f. When the Principal is entitled under the Booking Confirmation to a change of Advertising Copy on display at a given Site and the Booking Confirmation stipulates a date upon which such a change should be commenced, the Media Owner shall complete such change within any period specified in the Posting Period as if the stipulated date were the Display Period Start Date for a new campaign, provided the Media Owner has received the relevant Advertising Copy in accordance with Clause 4 below.
 - g. The Fees include the maintenance of display of Advertising Copy at Sites in good condition provided the Media Owner has been supplied with any necessary replacement Advertising Copy requested by the Media Owner from time to time in accordance with Clause 4.
 - h. The Media Owner will only provide photographs of displayed Advertising Copy at Sites if expressly agreed in the Booking Confirmation.
 - i. The display by Media Owner of Advertising Copy on any Site shall be subject to any prohibitions that may be set by the relevant landlord of the Site. In the event that Advertising Copy is not able to be displayed on a Site due to such landlord prohibitions, the Media Owner shall use all reasonably commercial efforts to substitute the Site for an alternative Site in accordance with clause 3e above.
 - j. The Media Owner shall have the right to approve any Advertising Copy prior to display, and may refuse any Advertising Copy if, in its reasonable opinion, the Advertising Copy may be considered (amongst other things) offensive, obscene, blasphemous, racist, sexist, abusive, inappropriate or contrary to any advertising guidelines or regulations.

4. SUPPLY OF MATERIAL

- a. All Advertising Copy (subject to any other terms in the Booking Confirmation) is to be delivered carriage paid and shall be supplied to the Media Owner in the format(s) and to the place(s) specified by the Media Owner, and no later than the Deadline. All Advertising Copy shall be produced and supplied to the Media Owner in accordance with the Production Specifications of the particular Sites.
- b. In the case of advertisements to be displayed in a digital format, all Advertising Copy and Artwork (subject to any other terms in Booking Confirmation) is to be delivered in the specified electronic format and shall be supplied to the Media Owner no later than the Deadline. If no Deadline is specified in the Booking confirmation, the Advertising Copy shall be submitted no later than 10 working days prior to the Display Period Start Date.
- c. In the event that the Parties agree that the Media Owner will undertake production of Advertising Copy, then the Principal shall adhere to the Production Specifications and provide all detail necessary to allow such production to take place within the necessary timeframe.
- d. The Media Owner shall be supplied with Advertising Copy in accordance with the Production Specifications so as to enable the Media Owner to maintain the display in good condition.
- e. Should the Principal fail to deliver Advertising Copy in accordance with this Clause 4 the Media Owner is not obliged to display the undelivered Advertising Copy but the Principal shall, nonetheless, be liable to pay the corresponding Fees. The Media Owner will use reasonable endeavours to display the undelivered Advertising Copy but without any commitment to meet the Display Period Start Date.
- f. A part delivery of the Advertising Copy or a delivery not meeting the Production Specification or the provisions of this Clause 4 shall be deemed to be no delivery for the purposes of this Clause.
- g. Delivery of Advertising Copy shall not be deemed to have been made if any proposed bespoke posting instructions have not been finalised and given to and received by the Media Owner.
- h. Any Advertising Copy used during a campaign shall be disposed of in such manner as the Media Owner shall decide, unless agreed otherwise at the time of Booking Confirmation.
- i. The Advertiser expressly permits the Media Owner to photograph the Advertising Copy on all Sites and use such photographs in any and all marketing materials.

5. INVOICING AND CHARGES

- a. Invoices will be issued at the start of the booking period and payment is due when the Display Period ends.
- b. Payment of Fees is due in accordance with the Payment Terms. If Fees are not paid in accordance with the Payment Terms the Media Owner may, without prejudice to any other remedy it may have and without prejudice to Principal's obligation to pay the Fees, refuse to display any Advertising Copy or withdraw currently displayed Advertising Copy.
- c. Original invoices shall be sent to the Principal for payment by the Principal unless otherwise expressly agreed between the Parties in writing. Where the Media Owner has been notified by the Principal in writing that a third party has been appointed by the Principal, invoices will be sent to the Principal's third-party and shall clearly identify the Principal for whom the third-party is acting.
- d. In the event of failure to comply with any of the provisions of this Clause 5, the Media Owner reserves the right to require any other Order to be dealt with in accordance with revised payment terms.
- e. In respect of any Fees not received by the Media Owner in accordance with the Payment Terms the Principal will be liable to pay to the Media Owner interest at a rate of 4% above the published base rate for RBA from time to time.
- f. In the event of unpaid account your account information held may be shared with our appointed Debt Collection Agency/Solicitors.

6. WARRANTIES, LIABILITY AND INDEMNITY

- a. The Principal warrants and undertakes that:
 - i. all Advertising Copy will comply with all statutory and legal requirements and regulations from time to time in force including the Australian Code of Advertising Sales Promotion and Direct Marketing (or such replacement or supplementary code as issued from time to time) and Site owners' advertising rules and regulations as issued from time to time;
 - ii. they will be responsible for obtaining and paying for all necessary licenses and consents for the posting and/or displaying and/or reproduction of any Advertising Copy or copyright material contained in or the appearance of any person in the Advertising Copy; and
 - iii. no Advertising Copy will breach the copyright or other intellectual property rights or be defamatory of any third party; and
 - iv. no Advertising Copy will, or may be likely to, bring the brands of any of the Media Owner, the Site landlord or any of the Media Owners' customers or clients, into disrepute.
- b. The Principal will indemnify and keep indemnified the Media Owner (in respect of itself and its employees, directors, subcontractors and agents) against all actions, proceedings, costs, damages, expenses, penalties, claims, demands and liability (including legal fees) incurred and arising from any breach of the above warranties or in any manner whatsoever.
- c. The Media Owner shall have the right to refuse to display or to continue to display any Advertising Copy which does not or which in the Media Owner's opinion may not comply in all respects with the Principal's warranties and undertakings detailed in Clause 6(a) above. In such event the Media Owner shall

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Registered Office: 2, 23A Marian Street, Coorparoo, QLD AU, 4151. Registered in Queensland, Australia ABN 33 615 034 976



not be liable to the Principal for any damage loss or expense whatsoever and in addition to any remedy and/or damages and/or loss that may be claimed by the Media Owner against the Principal, the Fees corresponding to display of such Advertising Copy will be due in full notwithstanding that the Advertising Copy has not been displayed.

- d. The Media Owner reserves the right not to display Advertising Copy or to remove a display of Advertising Copy at any time if in its absolute discretion, the Media Owner believes the Principal and/or the Advertising Copy is not in compliance with the warranties in Clause 6(a) above. In such event, the Media Owner shall not be liable to the Principal for any damages, losses, costs or expenses whatsoever incurred by either the Principal or the Advertiser.
- e. The Media Owners liability to the Principal for the failure to display, as required by the Agreement, the agreed value of Advertising Copy during the Display Period of the relevant advertising campaign will be limited to an amount calculated in accordance with the following formula:
 - i. Traditional Media: Limit for failure to display x days = agreed daily rate value replacement by days not displayed.
 - ii. Digital Media: Limit for the failure to display = Agreed value x (1 – Total campaign delivery)
Where:
 - "Agreed Value" means the total agreed value of the Order.
 - "Total campaign delivery" means the percentage of the campaign that is delivered based on total campaign delivery. This will be calculated either as a percentage of the Audience Delivery or a percentage of the Payout Delivery. The delivery scores will be taken from the PlayCheck reporting system.
 - iii. For example, if the Agreed Value of a campaign is \$100,000 and a campaign delivery is found to be at 92.5%, the limit on liability for that campaign will be \$7,500 (i.e. \$100,000 x (1 – 92.5%) = \$7,500).
- f. The Media Owner may elect to satisfy any liability to the Principal by providing Overshow of Advertising Copy of the equal value to such liability or, if agreed between Parties, the display of different Advertising Copy (including new artwork). Such Overshow shall be determined by the Media Owner and may take place during the Display Period and may involve the display of Advertising Copy at substitute Sites and/ or at additional Sites. Any such remedy will constitute a good discharge of the Media Owner's liability
- g. The due performance of any Agreement is subject to suspension, variation or cancellation by the Media Owner (in whole or in part) owing to Acts of God, strikes, lockouts, legal restrictions, power supply failures, or the loss of any Sites which were included in the Agreement or for any other reason beyond the Media Owner's control. In the event of suspension, variation or cancellation for any of the foregoing reasons the Media Owner shall be entitled to be paid by the Principal the full Fees corresponding to the Sites in question up to and until the time at which such suspension, variation or cancellation occurs but the Media Owner shall not be liable to pay any damages losses or expenses to the Principal as a result or in respect of such suspension, variation or cancellation.
- h. The Media Owner shall not be liable for loss of, or damage to, any Advertising Copy supplied to the Media Owner in the event of any form of fire, lightning, storms and tempest.
- i. The Media Owner's liability in connection with any Order (whether in contract (by way of indemnity or otherwise), tort (including negligence), misrepresentation, breach of statutory duty, restitution or otherwise) shall in no event exceed the amount of the Fees payable under this Agreement in respect of the Order.

7. CANCELLATION AND TERMINATION

The Principal may cancel an advertising campaign under the Agreement by giving notice in writing to the Media Owner before the relevant Display Period Start Date, in which case the cancellation will be on the following basis;

- a. The Principal may cancel an advertising campaign under the Agreement by giving written notice to the Media Owner on or after the relevant Display Period Start Date, but if it does so it must pay the Fee for such campaign in full, unless otherwise agreed in writing by the Media Owner.
- b. Where the Principal has cancelled a campaign or been deemed to have cancelled a campaign, the Media Owner shall be entitled to sell the Sites relating to the cancelled campaigns to third parties irrespective of whether the Principal had complied with the payment obligations for cancellation.
- c. The Media Owner may terminate the Agreement forthwith by notice in writing to the Principal if:
 - i. the Principal shall become bankrupt or commit an act of bankruptcy or make any assignment for the benefit of his creditors or enter into any arrangement with his creditors or being a company shall become insolvent or if any petition for the winding up or administration of the company is presented or if any other step is taken for the purposes of the appointment of an administrator or an administrative receiver of the company or if any steps are taken or negotiations commenced by the company or by any of its creditors with a view to proposing any kind of compositions, compromise or arrangement involving the company and its creditors; or
 - ii. the Principal ceases, or in the Media Owner's reasonable opinion threatens to cease, to carry on business;
 - iii. if any monies to be paid by the Principal to the Media Owner shall be in arrears for 28 days; or
 - iv. if there has been a breach by the Principal of any terms of the Agreement; or
 - v. in the circumstances described in Clause 12.
- d. The Media Owner may cancel or terminate new and future site bookings, not yet operational, that fail to receive local Council Town Planning Application approvals on terms satisfactory to the Media Owner in its absolute discretion. The Principal will indemnify and keep indemnified the Media Owner (in respect of itself and its employees, directors, subcontractors and agents) against all actions, proceedings, costs, damages, expenses, penalties, claims, demands and liability (including legal fees) incurred and arising from the cancellation or termination of new sites that fail to receive local Council Town Planning Application approvals on terms satisfactory to the Media Owner in its absolute discretion.

8. CONSEQUENCES OF TERMINATION

- a. Following termination of the Agreement the Principal will pay to the Media Owner forthwith all outstanding Fees (plus interest, in accordance with Clause 5(e), above).
- b. Any termination of the Agreement and payment of Fees due shall be without prejudice to any other right of action or remedy which the Media Owner may have under the Agreement or at law.
- c. In the event of termination under Clause 7, the Media Owner may continue to display any Advertising Copy and may enter into any agreements with third parties as considered appropriate to secure payment for continuing such display.
- d. In the event of a termination by the Media Owner in accordance with Clause 12, the Media Owner shall be entitled to be paid by the Principal the full rate for the Sites in question up to and until the time at which the display is discontinued together with any other Fees due and owing by the Principal to the Media Owner, but the Media Owner shall not be liable to pay any damages losses or expenses to the Principal as a result or in respect of such suspension, variation or cancellation.

9. VALIDITY

If any provision of these Terms and Conditions or the Agreement is held by any court or other competent authority to be void or unenforceable in whole or part, the other provision of these Terms and Conditions and/or the Agreement and the remainder of the affected provisions shall continue to be valid.

10. NOTICES

- i. All notices under this Agreement will be in writing.
- ii. Notices shall be deemed to have been duly given:
 - i. when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or
 - ii. when sent, if transmitted by fax or e-mail; or
 - iii. on the fifth business day following mailing, if mailed by national ordinary mail, postage pre-paid; or



- iv. on the tenth business day following mailing, if mailed by airmail, postage pre-paid, in each case addressed to the most recent address, e-mail address, or facsimile number notified to the other party in writing.

11. NOVATION

Neither the Media Owner nor the Principal may assign, transfer, charge or part with all or any of its rights and/or obligations under the Agreement.

12. REMOVAL FOR PURPOSES OF SITE OWNER'S UNDERTAKING

If the Site Owner at any time in its absolute discretion requires the display of Advertising Copy at his property to be pre-approved or interrupted or discontinued then the Media Owner may not install or interrupt or discontinue such display of Advertising Copy without prior notice to the Principal and upon any such action of the Site Owner the Media Owner may terminate the Agreement whether wholly or in part notwithstanding anything therein contained. In the event of such termination, the Media Owner's liability is limited as outlined in Clause 8(d) above.

13. ORDER OF PRECEDENCE

In the event of any conflict between the Terms and Conditions and a Booking Confirmation, the provisions of the Booking Confirmation shall prevail.

14. JURISDICTION AND GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with English Law and the Parties agree to the jurisdiction of the Australian Courts in relation to any conflict.

15. AGENCY/PARTNERSHIP

The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in this Agreement.

16. VARIATION

The Media Owner reserves the right to revise these Terms and Conditions from time to time. The Media Owner will post any revised Terms and Conditions on the adson.com.au website and the Principal should check this website for notice of any such revisions. The Principal's continued placement of an Order after such revision has been made will be deemed an acceptance by the Principal of the Terms and Conditions existing at the time.

17. ENTIRE AGREEMENT

The Agreement contains the whole agreement between the Parties relating to the subject matter hereof and supersedes any and all prior agreements, arrangements and understandings between the Parties relating to that subject matter. Accordingly, all prior agreements, whether or not agreed or offered and all conditions and warranties whether express or implied, statutory or otherwise and all representations, statements, negotiations, understandings, and all undertakings either written or oral are superseded by the Agreement (save only in respect of liabilities which have accrued in respect of any such prior agreements which are so superseded) and the parties hereby acknowledge that no reliance is placed on any such representation made but not embodied in these documents.

18. COMMISSIONS

The Principal confirms that it is satisfied that all parties with whom it deals (including advertisers and agencies it deals with directly) in the outdoor advertising market are aware of the fee and rebate arrangements which operate within that market.

19. WAIVER

No delay, neglect, or forbearance on the part of either party in enforcing against the other party any term or condition of the Agreement shall either be or be deemed to be a waiver or in any way prejudice any right of that party under the Agreement. No right, power or remedy in the Agreement conferred upon or reserved for either party is exclusive or any other right, power or remedy available to that party.

20. CONFIDENTIALITY

- a. Each party will maintain the confidentiality of the other party's Confidential Information and shall not, without the prior written consent of the other, use, disclose, copy or modify the other party's Confidential Information other than as necessary for the performance of its rights and obligations under the Agreement or in order to comply with its legal, statutory or regulatory obligations. "Confidential Information" shall mean in relation to the other party, information (whether in oral, written or electronic form) belonging or relating to that party, its business affairs or activities which is not in the public domain and which:
 - i. is marked as confidential or proprietary;
 - ii. the receiving party is advised is of a confidential nature; or
 - iii. due to its character or nature, a reasonable person in a similar position under similar circumstances would treat as confidential.
- b. The Media Owner's Confidential Information will include the Fees payable under the Agreement.
- c. Reference to and the use of data and insight derived from Facial Detection and Vehicle Detection Technology cannot be used publicly without the express permission of the Media Owner. All data is authorised and is fully compliant, however due to sensitivity surrounding the use of data, the media owner reserve the right to approve all external communication regarding facial detection and Vehicle Detection Technology.



Contract Agreement - Standard Terms and Conditions

By signing below the Principal agrees to the Ads On Brand PTY LTD (trading as 'adson') Standard Terms and Conditions as set out in this document.

Principal

Company/Entity: _____

ACN/ABN: _____

Name of Authorised Agent/Principal: _____

Title: _____

Signature of Authorised Agent/Principal: _____

Date: _____

Witness

Signed/Executed in the presence of:

Name of Witness: _____

Signature of Witness: _____

Date: _____

Media Owner

Company/Entity: **Ads On Brand PTY LTD (T/A 'adson')**

ABN: **33 615 034 976**

Name of Authorised Media Owner: **ELIO IACUTONE**

Title: **DIRECTOR**

Signature of Authorised Media Owner: _____

Date: _____