

SUBSCRIBER INFORMATION

Dealer Number	Rep Code	
Postal Code	Telephone	
IFORMATION		
Provisus Global Equity	Provisus Global Equity Class- Series PTF	
Provisus Total Equity C	Provisus Total Equity Class - Series PTF	
Provisus Global Real E	Provisus Global Real Estate Class- Series PTF	
📋 Provisus Multi-Strat. Hig	Provisus Multi-Strat. High Yield Fixed Income Class	
Series PTF		
XEMPTION		
	FORMATION Provisus Global Equity Provisus Total Equity C Provisus Global Real E Provisus Multi-Strat. Hig Series PTF	

The Subscriber acknowledges that, if this subscription is accepted, Shares of the applicable Fund(s) will be distributed to the Subscriber pursuant to a regulatory exemption from statutory requirements that would otherwise require the applicable Fund to deliver to the Subscriber a prospectus that complies with statutory requirements. In doing so, the applicable Fund will be relying on the following representations and certifications by the Subscriber:

In connection with the purchase by a Subscriber of Shares of the Fund(s) on behalf of each Managed Account in the attached Appendix "A" to this Subscription Agreement, the Subscriber certifies for the benefit of the Fund(s) and the Manager that the Subscriber is (and will at the time of acceptance of this Subscription Agreement and any additional subscriptions be) an accredited investor within the meaning of National Instrument 45-106 – Prospectus Exemptions or Section 73.3 of the Securities Act (Ontario) in the following category:

(q) a person acting on behalf of a fully managed account managed by that person, if that person is registered or authorized to carry on business as an adviser or the equivalent under the securities legislation of a jurisdiction of Canada.

REGISTRATION

The Subscriber hereby represents and certifies that the Subscriber is a registrant under Canadian Securities law as a registered portfolio manager, comparable adviser or dealing representative acting on behalf of one or more fully discretionary managed accounts listed in Appendix "A" to this Subscription Agreement (each, a "Managed Account"), hereby irrevocably subscribes for that number of Series PTF shares (the "Shares") of the Fund(s) as set forth in Appendix "A" at a price per Share as described in the offering memorandum of the Funds as it may be amended from time to time (the "Offering Memorandum").



	SIGNAT	
	pendix "A" to th	ribes for that number of Series PTF Shares of the funds on is Subscription Agreement that is a managed account client fering Memorandum.
Signed as of the day of	, 20	in the province of
Name of Firm		
	SIGN HER	E
Signature of Advising/Dealing Representative	N	Name of Advising/Dealing Representative
	WITNES	s
Witness Signature	1	Name of Witness
ENQUIRIES AND MAILING INSTRUCTIONS		
Please direct all enquiries and completed docur	ments to:	Email: salesandservice@provisus.ca
Provisus Wealth Management Limited		Telephone: (416) 933-1111
18 King Street East, Suite 303		Fax: (416) 933-2222
Toronto, Ontario M5C 1C4		Toll Free: 1-87-PROVISUS (877768-4787)
PRO	OVISUS INTER	NAL USE ONLY
COMPLIANCE APPROVAL		

Name

Signature

Date



Certificate of Subscriber

By submitting this completed Subscription Agreement to the Manager (as defined below), the Subscriber hereby acknowledges and confirms that it has fulfilled all relevant "know-your-client" and suitability obligations in respect of its discretionary Managed Account(s) and all identification and Managed Account information collection obligations under antimoney laundering and anti-terrorist financing legislation, as well as under domestic and foreign tax reporting and similar requirements. The Subscriber also agrees to provide any information requested by the Manager to assist it in discharging its obligations under such laws. Specifically, the Subscriber represents that:

- the Subscriber is duly authorized to execute and deliver this subscription and all other necessary documentation in connection with the purchase, subsequent purchases, redemptions and transfers, to agree to the terms and conditions contained herein and therein and to make the representations, certifications, acknowledgements and covenants made herein and therein, and each subscription has been duly authorized, executed and delivered by or on behalf of, and constitutes a legal, valid and binding agreement enforceable against, the Subscriber;
- (ii) it has delivered a copy of the Offering Memorandum to each Managed Accountholder;
- (iii) it has taken appropriate steps to ensure that the shares of the Fund(s) being subscribed for are appropriate for the holder of the Managed Account;
- (iv) it does not keep anonymous accounts or accounts in obviously fictitious names;
- (v) it has identified, verified and recorded the identity of the holder of each Managed Account as required by antimoney laundering and anti-terrorist financing legislation in Canada;
- (vi) in the event that it is unable to verify the identity of a holder of a Managed Account, it will inform the Manager as soon as it is reasonably practicable, if permitted by law;
- (vii) it has verified each Managed Account's source of funds to the best of its knowledge and it is not aware and has no reason to suspect that such funds have been derived from any illegal activities;
- (viii) it will maintain all necessary records on transactions for each Managed Account and it will keep records on client identification, account files and business correspondence relating to each Managed Account for at least eight (8) years after a Managed Account is closed;
- (ix) it has obtained all necessary Canada Revenue Agency ("CRA") Declarations of Tax Residence from each Managed Account holder to comply with the CRA requirements relating to CRS and FATCA and has reported any "reportable accounts" to the CRA;
- (x) it is a registrant in accordance with Canadian securities laws;
- (xi) it is a Reporting Canadian Financial Institution, and will comply with all necessary due diligence obligations, under the Foreign Account Tax Compliance Act (FATCA) of the United States and the Intergovernmental Agreement (IGA) in effect between the United States and Canada and the Organization for Economic Cooperation and Development Common Reporting Standard (CRS) with respect to each Managed Account, will advise the Manager if a Managed Account is a U.S. Person for the purposes of FATCA (or a reportable person/account holder under CRS) and will provide to the Manager information regarding the Managed Account as the Manager may reasonably request from time to time; and
- (xii) it will provide to the Manager supporting documentation on file relating to the Managed Account if requested by the Manager.

Signed as of the day of	, 20 in the province of	
		SIGN HER
Dealer Name	Signature of Advising/DealingRepr	esentative
Name of Dealing Representative	Rep Code	
PR	OVISUS INTERNAL USE ONLY	
COMPLIANCE APPROVAL		
•		
Name	Signature	Date



PROVISUS FUNDS SUBSCRIPTION AGREEMENT

This Subscription Agreement (including the covenants, certifications, representations and warranties of the Managed Account set out below) applies severally with respect to the investment being made by each Managed Account as per Schedule A to this Subscription Agreement in each fund selected in the subscription information section above. Each such fund is referred to herein as a "Fund". By executing this Subscription Agreement the Subcriber is entering into a binding contract on behalf of each Managed Account in such Fund. Reference is made to the Offering Memorandum relating to the continuous offering (the "Offering") of Shares to Managed Accounts resident in any province or territory of Canada (the "Offering Jurisdictions") pursuant to certain securities laws exemptions (as described in the Offering Memorandum).

OFFER TO PURCHASE

1. The Subscriber on behalf of the Managed Account hereby irrevocably offers to subscribe for and to purchase the Shares of the Fund(s) selected in the Subscription Information section on the terms and conditions contained in this Subscription Agreement. The Fund's acceptance of this offer, as evidenced by the signature of an authorized officer of Provisus Wealth Management Limited (the "Manager") above, will constitute an irrevocable agreement (this "Subscription Agreement") between the Managed Account and the Fund(s) for the Managed Account to purchase from the Fund(s), and for the Fund(s) to issue and sell to the Managed Account, such Shares on such terms and conditions.

PRICE OF SHARES

2. The Shares will be issued under the Offering at a price (the "Purchase Price") equal to their net asset value per Share determined in accordance with the Offering Memorandum, on the Valuation Date (as defined in the Offering Memorandum) next following the acceptance of this Subscription Agreement by the Manager on behalf of the Fund(s) or, if accepted prior to 4:00 p.m. (Eastern Standard time) on that Valuation Date.

MINIMUM PURCHASE

3. The minimum subsequent purchase amount for Shares of a Fund is \$1,000, subject to compliance with applicable securities laws. The Manager reserves the right to change at any time and from time to time the minimum amounts for initial and additional investments in the Fund(s).

REPRESENTATIONS, WARRANTIES AND CERTIFICATIONS OF THE MANAGED ACCOUNT

- 4. The Subscriber represents, warrants and certifies to the Fund(s) and to the Managerthat:
 - (a) the Subscriber's decision to execute and enter into this Subscription Agreement on behalf of the Managed Account and to have the Managed Account purchase Shares in the amount specified in Schedule A to this Subscription Agreement has not been based upon any oral or written representation as to fact or otherwise made or purported to be made by or on behalf of the Fund(s), the Manager or any other person, other than as set out in the Offering Memorandum;
 - (b) the Subscriber is executing and entering into this Subscription Agreement to purchase the Shares in the amount specified in Schedule A to this Subscription Agreement on behalf of a fully managed account and the Subscriber has full discretion to trade in securities, including Shares of the Fund(s), on behalf of the Managed Account without requiring the Managed Account's express consent to a transaction;
 - (c) the Subscriber has the authority to execute this Subscription Agreement on behalf of the Managed Account and to create a legally binding contract between the Managed Account and the Fund(s);
 - (d) this Subscription Agreement has been duly executed and delivered by the Subscriber on the Managed Account's behalf and is legally binding upon and enforceable against the Managed Account in accordance with its terms, subject to the qualifications that (i) enforcement may be limited by bankruptcy, insolvency, liquidation, reorganization, reconstruction and other similar laws of general application affecting the enforcement of creditors' rights, and (ii) an order of specific performance and an injunction are discretionary remedies and are not available when damages are considered an adequate remedy;
 - (e) the Subscriber is registered or authorized to carry on business as an Subscriber or the equivalent under the securities legislation of the jurisdiction of Canada where the Managed Account is resident;
 - (f) the Subscriber confirms that (i) his or her decision to subscribe for and to purchase Shares of the Fund(s) on behalf of the Managed Account is in compliance with the terms of the Managed Account's account; and (ii) the Managed Account is able to bear the economic risk of loss of its investment in the Shares; and



(g) the Subscriber understands that no securities commission, stock exchange, governmental agency, regulatory body or similar authority has made any finding or determination or expressed any opinion with respect to the merits of investing in the Shares.

ACKNOWLEDGEMENTS OF THE SUBSCRIBER

- 5. The Subscriber acknowledges and agrees that:
 - (a) the Subscriber has received and read the Offering Memorandum;
 - (b) the representations, warranties and certifications contained in this Subscription Agreement are made with the intent that they be relied upon by the Fund(s) and the Manager in determining the Managed Account's eligibility as a purchaser of Shares and the Subscriber hereby agrees to indemnify the Fund(s) and the Manager against all losses, claims, costs, expenses and damages or liabilities of any kind whatsoever, including, without restriction, taxes, interest and penalties which any of them may suffer or incur, caused or arising from reliance thereon and the Subscriber undertakes to notify the Fund(s) and the Manager immediately at the address of the Manager of any change in the accuracy of any such representation, warranty or certification;
 - (c) participation in the Fund(s) is subject to acceptance of this Subscription Agreement by the Manager on behalf of the Fund(s) and to the cheque or bank draft representing payment of the Purchase Price being honoured upon presentation for payment;
 - (d) the Subscriber is purchasing Shares on behalf of the Managed Account pursuant to an exemption from the prospectus requirements under applicable securities legislation and that, as a consequence, the Managed Account is restricted from using most of the civil remedies available under such legislation, the Managed Account may not receive information that would otherwise be required to be provided to the Managed Account under such legislation, and the Fund(s) is not subject to certain obligations that would otherwise apply under such legislation;
 - (e) transfer of the Managed Account's Shares will be subject to compliance with applicable securities legislation and to the approval of the Manager; and
 - (f) the Subscriber is responsible for obtaining such legal and tax advice as it considers appropriate in connection with the execution, delivery and performance of this Subscription Agreement and is aware that the Fund's counsel is acting solely as counsel to the Fund(s) and not to the Subscriber or the Managed Account.

CERTIFICATIONS AND ACKNOWLEDGEMENTS WITH RESPECT TO THE MANAGED ACCOUNT

- 6. The Subscriber on behalf of the Managed Account represents, warrants, certifies and acknowledges to the Fund(s) and to the Manager that:
 - (a) the holder of the Managed Account is (i) resident in the province or territory set out in in Appendix A to this Subscription Agreement and all actions taken by the holder of the Managed Account in connection with purchasing Shares have occurred solely in such province or territory; (ii) holder of the Managed Account shall forthwith advise the Manager of any change in the residency status of the holder of the Managed Account, and (iii) the holder of the Managed Account is not resident in any other jurisdiction for tax purposes;
 - (b) the holder of the Managed Account is not a "U.S. Person" (as defined in Regulation S, Rule 902(K) under the United States Securities Act of 1933, as amended, which definition includes, but is not limited to, an individual resident in the United States, an estate or trust of which any executor or administrator or trustee, respectively, is a U.S. Person and any partnership or corporation organized or incorporated under the laws of the United States) and is not purchasing the Shares on behalf of, or for the account or benefit of, a person in the United States or a U.S. Person;
 - (c) the Manager reserves the right at any time to redeem Shares of the Fund(s) if the holder of the Managed Account ceases to satisfy the criteria for holding Shares of the Fund(s), as determined by the Manager in its sole discretion, or if required by applicable securities legislation, regulations, rules, policies or orders or by any securities commission, stock exchange, or government agency or other regulatory authority;
 - (d) if the holder of the Managed Account is an individual, the holder of the Managed Account is of the full age of majority in the jurisdiction in which this Subscription Agreement is executed and is legally competent to perform all of its obligations hereunder, and to undertake all actions required of the holder of Managed Account hereunder;



- (e) if the holder of the Managed Account is not an individual, the holder of the Managed Account has the requisite power, authority and legal capacity to perform all of its obligations hereunder, and to undertake all actions required of the holder of the Managed Account hereunder, and all necessary approvals of its directors, partners, shareholders, trustees or otherwise with respect to such matters have been given or obtained;
- (f) if the holder of the Managed Account is a body corporate, partnership, unincorporated association or other entity, the holder of the Managed Account has been duly incorporated or created and is validly subsisting under the laws of its jurisdiction of incorporation or creation;
- (g) the execution, delivery on behalf of the holder of the Managed Account and the performance by the holder of the Managed Account of this Subscription Agreement and the completion of the transactions contemplated hereby do not and will not result in a violation of any law, regulation, order or ruling applicable to the holder of the Managed Account, and do not and will not constitute a breach of or default under any of the Managed Account holder's constating documents (if the holder of the Managed Account is not an individual) or any agreement or covenant to which the holder of the Managed Account is a party or by which it is bound;
- (h) no shareholder of the Fund(s) or annuitant or beneficiary under a plan of which a shareholder of the Fund(s) acts as trustee or carrier shall be subject to any liability whatsoever, whether in tort, contract or otherwise, to the holder of the Managed Account for, and no resort shall be had to his or her property in satisfaction of, any obligation, liability or claim arising out of or in connection with the obligations, affairs or assets of the Fund(s), the Manager or the trustee of the Fund(s) (including, without limitation, the obligations and liabilities of the Fund(s) to the holder of the Managed Account pursuant to the agreement resulting from the Manager's acceptance of this Subscription Agreement on behalf of the Fund(s)), but rather the assets of the applicable Fund exclusively are intended to be liable and subject to levy or execution for such satisfaction;
- this Subscription Agreement requires the Subscriber to provide certain personal information of the holder of the (i) Managed Account to the Fund(s). Such information is being collected by the Fund(s) for purposes that include, without limitation, determining the Managed Account holder's eligibility to purchase the Shares under applicable securities laws, and completing filings required by Canadian securities regulatory authorities and other regulators, if applicable. The Managed Account holder's personal information may be disclosed by the Fund(s) to securities regulatory authorities and any of the other parties involved in the administration of the Fund(s) including legal counsel and other advisors. The personal information is being collected by the applicable securities regulatory authority under the authority granted in securities legislation and this personal information is being collected for the purposes of the administration and enforcement of the securities legislation of the applicable local jurisdiction. By having the Subscriber execute this Subscription Agreement on its behalf, the holder of the Managed Account hereby authorizes the indirect collection of the personal information by the applicable securities regulatory authority and is deemed to be consenting to the foregoing collection, use and disclosure of the Managed Account holder's personal information. The holder of the Managed Account has consented to the filing of copies or originals of any of the documents as may be required to be filed with any securities regulatory authority in connection with the transactions contemplated hereby. The Fund(s) hereby notifies the holder of the Managed Account that the title, business address and business telephone number of the public official in the applicable local jurisdiction who can answer questions about the applicable security regulatory authority's indirect collection of the Managed Account holder's personal information is set out below; and
- (j) the Managed Account's rights as an Managed Account in the Fund(s) are determined solely by the terms of the Offering Memorandum of the Fund(s), which rights may be changed without the holder of the Managed Account's consent in the manner set out in the Offering Memorandum; the terms upon which Shares are purchased on behalf of the Managed Account are as set out in this Subscription Agreement; the Offering Memorandum has been provided for information only and the holder of the Managed Account is entitled to the remedies provided in Section 10 below if the Offering Memorandum contains a misrepresentation; and the Offering Memorandum does not otherwise affect the rights and obligations between the Fund(s) and the Managed Account nor forms part of the terms of the agreement by which the Managed Account purchases Shares, except to the extent that the Offering Memorandum or this Subscription Agreement, respectively, expressly so state.

COVENANTS OF THE SUBSCRIBER AND THE MANAGED ACCOUNT

7. The Subscriber, on its own behalf and on the behalf of the Managed Account covenants and agrees that the representations, warranties and certifications contained in this Subscription Agreement will be true and correct on the date upon which the Shares subscribed for hereunder are issued to the Managed Account as if made on such date and will survive the completion of the issuance of the Shares.



JOINT HOLDERS

8. If Shares are to be held jointly then references to "Managed Account" in this Subscription Agreement refers to all persons jointly holding such Shares and all representations, warranties, acknowledgements, undertakings and agreements by the Managed Account binds those persons jointly and each of them individually. Until further written notice is given, the Fund(s) and its delegates and agents are authorised to rely upon and act in accordance with instructions from any of the joint holders (i.e. the joint holders undertake that any instructions given by any one joint holder is binding on each joint holder).

TIME AND PLACE OF PAYMENT

9. Subject to acceptance by the Manager, on behalf of the Fund(s), of this Subscription Agreement, delivery and payment for Shares shall be completed at the office of the Manager within five (5) business days after the Valuation Date on which the Manager receives and accepts this completed Subscription Agreement. If the Subscription Agreement is received after 4:00 p.m. (Eastern Standard time) on a Valuation Date, delivery and payment for Shares shall be completed within five (5) business days after the next Valuation Date.

The Subscriber should deliver to the Manager a signed copy of this Subscription Agreement, together with any other required documents to Provisus Wealth Management Limited. All Subscription Agreements will be subject to acceptance or rejection by the Manager on behalf of the Fund(s). If the Manager does not receive by the fifth (5th) business day following the relevant Valuation Date payment for the Shares purchased, together with a fully and correctly completed Subscription Agreement (if not previously delivered) and any other required documents, the Manager may redeem the Shares so purchased. If the proceeds of redemption exceed the cost of the Shares purchased, the Fund(s) will retain the excess. However, if the proceeds of redemption are less than the cost of the Shares purchased, the Managed Account or its dealer (if any) will be responsible for paying the difference to the Fund(s) and any associated costs.

ANTI-MONEY LAUNDERING LEGISLATION

10. In order to comply with Canadian legislation aimed at the prevention of money laundering, the Manager may require additional information concerning Managed Accounts from time to time and the Subscriber, on behalf of the Managed Account, hereby agrees to provide all such information. The Subscriber, on behalf of the Managed Account, acknowledges that if, as a result of any information or other matter which comes to the Manager's attention, any director, officer or employee of the Manager, or their respective professional advisors, knows or suspects that the Managed Account is engaged in money laundering, such person is required to report such information or other matter to the applicable authorities, including the Financial Transactions and Reports Analysis Centre of Canada, and such report shall not be treated as a breach of any restriction upon the disclosure of information imposed by Canadian law or otherwise.

RIGHTS OF ACTION

11. The securities legislation of the Offering Jurisdiction in which the Managed Account resides may provide the Managed Account with a right of action for rescission or damages if an offering memorandum contains a misrepresentation. Where such a statutory right of action is available to the Managed Account, such right is described in the Offering Memorandum. Where the securities legislation of an Offering Jurisdiction in which the holder of the Managed Account resides does not provide the Managed Account with such a statutory right of action, the Fund(s) provides a contractual right of action which is described in the Offering Memorandum.

CURRENCY

12. All dollar amounts referenced in this Subscription Agreement are in Canadian Dollars unless the Shares are priced in U.S. Dollars.

GOVERNING LAW

13. The agreement resulting from the Manager's acceptance of this Subscription Agreement on behalf of the Fund(s) will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

TIME OF THE ESSENCE

14. Time is of the essence in this agreement.



INTERPRETATION

15. Unless otherwise defined herein, all terms in this Subscription Agreement which are defined under applicable securities laws of the province or territory in which the Managed Account resides have the respective meanings so ascribed to such terms by such applicable securities laws.

LANGUAGE

16. It is the express wish of the Managed Account that this Subscription Agreement, the Offering Memorandum and any related documentation be drawn up in English only. Il est de la volonté expresse de l'investisseur que la présente Offre de Souscription, la Notice d'Offre et tous les documents s'y rattachant soient rédigés seulement en anglais.

CONTACT DETAILS FOR CANADIAN SECURITIES REGULATORY AUTHORITIES

- British Columbia Securities Commission, P.O. Box 10142, Pacific Centre, 701 West Georgia Street, Vancouver, British Columbia V7Y 1L2, Inquiries: (604) 899-6854, Toll free in Canada: 1-800-373-6393, Facsimile: (604) 899-6581, Email: inquiries@bcsc.bc.ca;
- b. Alberta Securities Commission, Suite 600, 250 5th Street, SW Calgary, Alberta T2P 0R4, Telephone: (403) 297-6454, Toll free in Canada: 1-877-355-0585, Facsimile: (403) 297-2082;
- c. Financial and Consumer Affairs Authority of Saskatchewan, Suite 601 1919 Saskatchewan Drive, Regina, Saskatchewan S4P 4H2, Telephone: (306) 787-5879, Facsimile: (306) 787-5899;
- d. The Manitoba Securities Commission, 500 400 St. Mary Avenue, Winnipeg, Manitoba R3C 4K5, Telephone: (204) 945-2548, Toll free in Manitoba 1-800-655-5244, Facsimile: (204) 945-0330;
- e. Ontario Securities Commission, 20 Queen Street West, 22nd Floor Toronto, Ontario M5H 3S8, Telephone: (416) 593-8314, Toll free in Canada: 1-877-785-1555, Facsimile: (416) 593-8122, Email: exemptmarketfilings@osc.gov.on.ca, Public official contact regarding indirect collection of information: Inquiries Officer;
- f. Autorité des marchés financiers, 800, Square Victoria, 22e étage, C.P. 246, Tour de la Bourse, Montréal, Québec H4Z 1G3, Telephone: (514) 395-0337 or 1-877-525-0337, Facsimile: (514) 873-6155 (For filing purposes only), Facsimile: (514) 864-6381 (For privacy requests only), Email: financementdessocietes@lautorite.qc.ca (For corporate finance issuers); fonds_dinvestissement@lautorite.qc.ca (For investment fund issuers);
- g. Financial and Consumer Services Commission (New Brunswick), 85 Charlotte Street, Suite 300 Saint John, New Brunswick E2L 2J2, Telephone: (506) 658-3060, Toll free in Canada: 1-866-933-2222, Facsimile: (506) 658-3059, Email: info@fcnb.ca;
- h. Nova Scotia Securities Commission, Suite 400, 5251 Duke Street, Duke Tower, P.O. Box 458 Halifax, Nova Scotia B3J 2P8, Telephone: (902) 424-7768, Facsimile: (902) 424-4625;
- i. Prince Edward Island Securities Office, 95 Rochford Street, 4th Floor Shaw Building, P.O. Box 2000 Charlottetown, Prince Edward Island C1A 7N8, Telephone: (902) 368-4569, Facsimile: (902) 368-5283; and
- j. Government of Newfoundland and Labrador, Financial Services Regulation Division, P.O. Box 8700, Confederation Building 2nd Floor, West Block, Prince Philip Drive, St. John's, Newfoundland and Labrador A1B 4J6, Attention: Director of Securities, Telephone: (709) 729-4189, Facsimile: (709) 729-6187.
- k. Yukon, Office of the Yukon Superintendent of Securities, 307 Black Street, 1st Floor, Whitehorse, Yukon, Y1A 2N1, Telephone: (867) 667-5466, Facsimile: (867) 393-6251.

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