ที่ สธ ๕๑๐๐/ ๙๔๓



องค์การเภสัชกรรม ๗๕/๑ ถ.พระรามที่ ๖ เขตราชเทวี กทม. ๑๐๔๐๐

ใด กรกฎาคม ๒๕๖๔

เรื่อง ข้อมูลเกี่ยวกับสัญญา ข้อตกลง และเงื่อนไขผูกพัน ที่เกี่ยวข้องกับการจัดซื้อวัคซีน Sinovac

เรียน นายวิโรจน์ ลักขณาอดิสร

อ้างถึง หนังสือนายวิโรจน์ ลักขณาอดิศร ลงวันที่ ๑๒ กรกฎาคม ๒๕๖๔ เรื่อง ขอข้อมูลเกี่ยวกับสัญญา ข้อตกลง และเงื่อนไขผูกพัน ที่เกี่ยวข้องกับการจัดซื้อวัคซีน Sinovac

สิ่งที่ส่งมาด้วย สำเนาสัญญาการจัดซื้อวัคซีน Sinovac (Advance Purchase Agreement) จำนวน ๑ ฉบับ

ตามหนังสือที่อ้างถึง ท่านขอให้องค์การเภสัชกรรมส่งข้อมูลเกี่ยวกับสัญญา ข้อตกลง และ เงื่อนไขผูกพัน ที่เกี่ยวข้องกับการจัดซื้อวัคซีน Sinovac ให้แก่ท่าน ภายในวันที่ ๒๖ กรกฎาคม ๒๕๖๔ ความละเอียดแจ้งแล้ว นั้น

องค์การเภสัชกรรมขอส่ง สำเนาสัญญาการจัดซื้อวัคซีน Sinovac (Advance Purchase Agreement) ที่ปิดทับข้อมูลในส่วนที่ต้องห้ามมิให้เปิดเผย ตามสัญญารักษาข้อมูลความลับ (Confidentiality Agreement) ของคู่สัญญาให้แก่ท่าน ตามสิ่งที่ส่งมาด้วย

จึงเรียนมาเพื่อโปรดทราบ

ขอแสดงความนับถือ

(นายวิฑูรย์ ด่านวิบูลย์) ผู้อำนวยการองค์การเภสัชกรรม

สำนักอำนวยการ โทร. ๐ ๒๒๐๓ ๘๒๐๕-๖ โทรสาร ๐ ๒๖๔๔ ๘๘๔๐

ADVANCE PURCHASE AGREEMENT FOR 500,000 DOSES (±10%)

Between

The Government Pharmaceutical Organization

And

SINOVAC LIFE SCIENCES CO., LTD (北京科兴中维生物技术有限公司)



Advance Purchase Agreement

This Advance Purchase Agreement ("Agreement") is entered into and made on this date of 7th April, 2021 ("Effective Date") by and between:

The Government Pharmaceutical Organization, having its principal office at 75/1 Rama VI Road, Thung Phaya Thai, Ratchathewi, Bangkok Thailand, hereinafter referred to as "Purchaser";

and

SINOVAC LIFE SCIENCES CO., LTD.(北京科兴中维生物技术有限公司), a company organized and existing under the laws of the People's Republic of China, having its principal office at No. 21, Tianfu Street, Daxing Biomedicine Industrial Base, Zhongguancun Science Park, Daxing District, Beijing, P.R.China, hereinafter referred to as "SINOVAC".

Purchaser and SINOVAC shall collectively be referred to as 'Parties' and individually as a 'Party'.

WHEREAS:

- 1. SINOVAC is a wholly owned subsidiary of SINOVAC Biotech Ltd., a world leading biopharmaceutical research, development, production and marketing company.
- 2. SINOVAC has developed a SARS-CoV-2 Vaccine (Vero Cell), inactivated ("Vaccine")
- 3. SINOVAC has completed the phase I and II clinical trials for the Vaccine in the People's Republic of China ("China") and has launched and is currently conducting the phase III clinical trials for the Vaccine in multi-locations, including Brazil, Indonesia and Turkey.
- 4. Subject to the conditions set forth in this Agreement satisfied, Purchaser intends to purchase from SINOVAC the Vaccine in the form of finished product ("Product") on behalf of Thailand's Department of Desease Control, on the terms and conditions set out in this Agreement.

THEREFORE, the Parties have agreed the terms and conditions hereunder as follows:

Article 1 Purchase and Supply, Regulatory Approvals

- 1.1 Subject to the approval of the use of the Product from Thai Food and Drug Administration ("Regulatory Approvals") in the Kingdom of Thailand ("Territory"), Purchaser shall purchase from SINOVAC and SINOVAC shall supply to Purchaser in total 500 (five hundred) thousand doses (with deviation of ±10% in quantity) of the Product, subject to the confirmation of the Purchase Order pursuant to Article 2, in the specifications which meet the requirements set out in Product Specifications, as set forth in Appendix A ("Purchase").
- 1.2 Within 3 (three) working days of the signing of this Agreement by the Parties, Purchaser shall place the order for the Purchase ("Purchase Order") in the format set forth in Appendix B.
- 1.3 Subject to SINOVAC obtaining the export permit for the Product, SINOVAC shall deliver the Product in the quantity confirmed in the Purchase Order within

In the event that the delivery schedule in the above paragraph cannot be followed due to whatever reasons, one Party which cannot follow the delivery schedule shall inform theother Party without delay in writing and the Parties shall mutually agree for the new delivery schedule in writing.



1.4 Purchaser undertakes that it shall make the Purchase for the purpose of stockpiling and supply of the Product to the population in the Territory and Purchaser shall not trade the Product to any other country or for any other purposes.

Article 2 Purchase Order

- 2.1 Purchaser shall place the purchase order for the Purchase made under this Agreement in the form set forth in Appendix B ("Purchase Order") via facsimile transmission or any other non-verbal electronic means (including email transmission).
- 2.2 Purchaser shall specify in the Purchase Order the exact quantity of the Purchase, which shall be 500 (five hundred) thousand doses within a deviation of $\pm 10\%$, and the expected date of delivery for each delivery under the Purchase Order ("Date of Delivery").

Together with the Purchase Order, Purchaser shall provide to SINOVAC a list of the documents required by the government authorities in the Territory for the import and use of the Product into the Territory, together with necessary details of such documents.

- 2.3 SINOVAC shall confirm the Purchase Order by issuing the Commercial Invoices within 5 (five) working days of the receipt of the Purchase Order.
- 2.4 The Purchase Order shall not become effective and binding on both Parties until they are confirmed by SINOVAC pursuant to Article 2.3.
- 2.5 The terms and conditions of this Agreement shall prevail if the terms and conditions stated in the Purchase Orders are inconsistent with the terms and conditions of this Agreement.
- 2.6 A confirmed Purchase Order shall not be cancelled either by SINOVAC or by Purchaser without due cause.

Article 3 Purchase Price and Trade Term

3.1	SINOVAC will charge and Purchas this Agreement, at the unit price of	er will pay for the Product, to be supplied and sold to Purchaser under
	-	Contract Lieb).

3.2

3.3 The total purchase price for the Purchase made under this Agreement shall be

("Purchase Price").

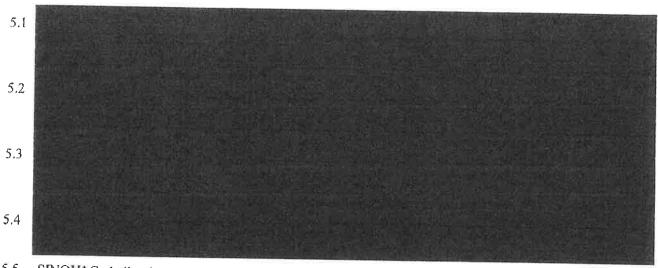
Article 4 Payment

- 4.1 SINOVAC shall, within 5 (five) working days of the receipt of the Purchase Order, issue to Purchaser a Pro Forma Invoice in amount of the Purchase Price calculated based on the quantity specified in the confirmed Purchase Order and the Unit Price, in the format as set forth on Appendix C, to confirm the Purchase Order.
- 4.2 The Parties agree to settle the payment of the Purchase Price according to the following schedule:

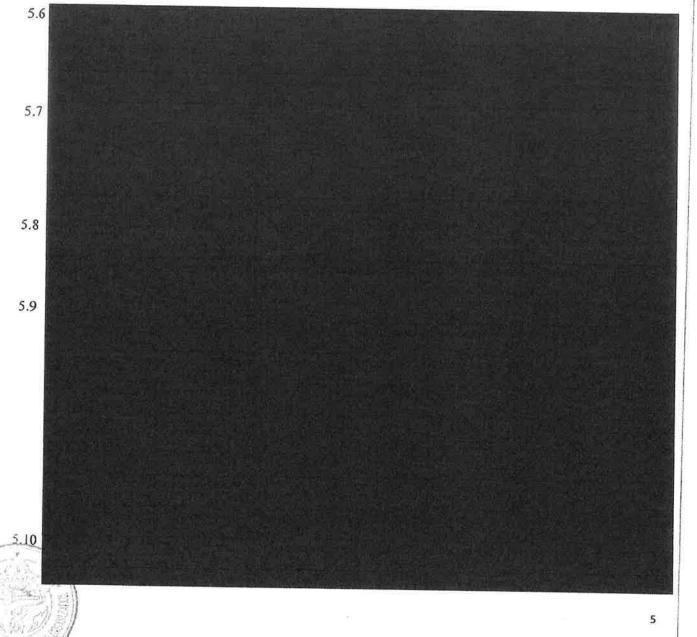


4.3	
4.4	
4.5	
4.6	
4.7	
4.8	All the payments under this Agreement shall be paid

Article 5 Delivery, Shipment and Carriage



5.5 SINOVAC shall at its own risks and costs obtain the export license or other official authorization and carry out all customs formalities for the export of the Product out of China.





6.1

6.2

6.3 Purchaser must obtain, at its own costs, all the import licenses, permits or other official authorizations and carry out and complete all the customs formalities necessary for the import of the Product into the Territory.

Purchaser shall bear and pay all the duties, taxes and other charges as well as the costs of carrying out and completing the customs formalities payable in relation to the import of the Product into the Territory.

6.4

6.5

- 6.6 Purchaser shall arrange cold-chain transportation for and store the Product in its own facility or warehouse in locked and secured areas with appropriate conditions of temperature controlled between 2 (two) to 8 (eight) Celsius degree all the time, monitored and recorded by daily checker and registration, as indicated in the label and the Certificate of Analysis ("COA") of the Product.
- 6.7 Purchaser shall keep the full records of the storage and transportation conditions of temperature during the dispensing transfer of the Product to its customers.
- 6.8 If there is any deviation from the storage conditions as required in the label or the COA of the Product, Purchaser shall immediately report the same to SINOVAC in writing.

In case of any such deviation, Purchaser shall not sell, distribute, use or administer or procure or allow any person to sell, distribute, use or administer the Product before the risk analysis has been made by both Purchaser and SINOVAC and it has been certified that it is safe to use or administrate the Product.

6.9 Any consequences of improper transportation or storage caused by negligence, fault or intention of Purchaser shall be borne solely by Purchaser.

Article 7 Final Acceptance

- 7.1 Upon the arrival of the Product at the site of Purchaser, Purchaser shall conduct the examination and inspection of the Product, which shall be the final inspection ("Final Inspection"), within 20 (twenty) working days thereof. The Final Inspection shall be conducted to check the Product in respect of the batch production information and the COA, wrapping and packaging, exterior conditions and number of packages, the cold-chain transportation conditions, and further inspect the quantity, specifications and quality of the Product.
- 7.2 If the Product does not have any damage, defect, shortage in quantity or the other non-compliance, and after the examination and inspection to the documents and information shared by SINOVAC to Purchaser, as described above in Article 7.1, Purchaser shall sign the final acceptance document. Upon the signing of the final acceptance document, the Product shall be deemed as having passed the Final Inspection and Purchaser shall be deemed as having finally accepted the Product ("Final Acceptance").

7.3 7.4 7.5

Article 8 Claims

8.1 8.2 8.3

8.4

8.5

Article 9 Adverse Event and Serious Adverse Event Reporting

- 9.1 Purchaser shall guarantee that the Product shall be only provided to the person permitted by the laws of the Territory and Purchaser shall notify SINOVAC about all Serious Adverse Events ("SAEs") and Adverse Events ("AEs") reported with the Product, if there is any, so that SINOVAC can comprehensively assess the product quality as well as controlling potential risks and improving management levels of pharmacovigilance (PV).
- 9.2 Purchaser shall provide SINOVAC with all reporting documents about SAEs and AEs, reported with the Product, according to the following timelines:
 - All Death cases and Cluster cases, within 24 (twenty four) hours, and
 - All SAEs on a case by case basis, within 5 (five) working days, and
 - All AEs, on a quarterly basis, no later than 100 (one hundred) calendar days of "date of first receipt".
- 9.3 Before the date of 31 January of each year, Purchaser shall provide SINOVAC with all documents which have not been transmitted for the previous year, including "Reporting form for adverse events following immunization (AEFI)", "Reporting form for adverse events following immunization (AEFI) cluster" and "Summary of reports for adverse events following immunization in 20XX".
- 9.4 The Purchaser and SINOVAC shall sign a safety data exchange agreement, governing their respective responsibilities to report and handle all the cases of AEs and SAEs.
- 9.5 The Purchaser shall handle the AEs and SAEs pursuant to the laws and regulations of the Territory.
- 9.6 The Purchaser shall adopt an appropriate liability scheme for taking and discharging all associated liabilities which may arise from the AEs and SAEs reported with the Product in the Territory.
- 9.7 In the case of occurrence of AEs or SAEs, Purchaser shall cover the costs related to the treatment, investigation and hospitalization of the users of the Product who have suffered the AEs or SAEs according to the applicable laws and regulations of the Territory.
- 9.8 In the case of injury or death caused by the AEs or SAEs, Purchaser shall be responsible to pay to the users of the Product or their rightful legal heir reasonable and commensurate economic compensations that Distributor may be required to pay according to the applicable laws and regulations of the Territory.

Article 10 Complaint

- 10.1 In the event that Purchaser receives any complaint regarding the Product, Purchaser shall notify SINOVAC immediately within 5(five) working days after receiving such complaint.
- 10.2 In case Purchaser receives any mandate regarding the Product complaint from the relevant regulatory authorities in the Territory, Purchaser shall notify SINOVAC in writing without delay.
- 10.3 SINOVAC shall promptly conduct an investigation on the complaint and inform the findings to Purchaser in writing as requested by the relevant regulatory authorities.

10.4 The Parties shall handle the Product related claims in relation to the complaints pursuant to Article 8.

Article 11 Product Recalls or Withdrawal

- 11.1 Whenever a recall of the Product, or a decision to suspend the use or withdrawthe Regulatory Approvals of the Product in the Territoryis being contemplated for any reason ("Recalls or Withdrawal") by the regulatory authorities in the Territory, Purchaser shall notify SINOVAC in writing without delay.
- 11.2 Purchaser shall bear all the expenses of any Recall or Withdrawal resulting from:
 - (i) Damage or defects in the Product occurring after the Final Acceptance by Purchaser, not related to the manufacturing and delivery of the Product by SINOVAC or not related to negligence and/or willful misconduct of SINOVAC; or
 - (ii) Purchaser's actions or inactions:

in which case, SINOVAC shall be entitled to the full amount of the Purchase Price under the Purchase Order, and shall not refund any Purchase Price to Purchaser.

- 11.3 If the Recallor Withdraw is made or imposed by the regulatory authorities in the Territory due to SINOVAC's fault, actions or inactions, Purchaser shall have the right to terminate this Agreement with a written notice to SINOVAC, in which case, SINOVAC shall bear all the expenses for such Recall or Withdrawal and shall refund all the Purchase Price of the confirmed Purchase Order if already paid by Purchaser.
- 11.4 If the Recall or Withdraw is made or imposed by the regulatory authorities in the Territory due to hidden defectsor safety of the Product unknown until being discovered after the Final Acceptance, Purchaser shall have the right to terminate this Agreement with a written notice to SINOVAC, in which case, SINOVAC shall be entitled to 20% of the Purchase Price of a confirmed Purchase Order and shall return to Purchaser the rest of the payment exceeding the said amount of 20%.
- 11.5 The Parties shall equally share and bear all the expenses of any Recall or Withdrawal other than those resulting from the situations described in Articles 11.2,11.3 and 11.4 provided always that such Recall or Withdrawal is due to the fault of neither Party, in which case, SINOVAC shall be entitled to the full amount of the Purchase Price under the Purchase Order, and shall not refund any Purchase Price to Purchaser.
- 11.6 The expenses of Recalls or Withdrawal shall include, without limitation, the value of the recalled Product and the expense of notification and destruction or return of the recalled Product.

Article 12 SINOVAC Intellectual Property

12.1 Purchaser acknowledges and agrees that the SINOVAC Intellectual Property belongs to and is entirely owned by SINOVAC and is the sole and exclusive property of SINOVAC, whether registered or not in any particular country.

If there is any legal infringement or threatened infringement of any SINOVAC Intellectual Property which Purchaser is aware of, Purchaser shall notify SINOVAC immediately in writing.

12.2 Purchaser shall not engage in any activities or authorize any act by a third party that would in any way impair, prejudice, infringe, or use of the right in and to the SINOVAC Intellectual Property, nor represent that it has any right, title, ownership or interest in the SINOVAC Intellectual Property. In no event, Rurchaser shall register in its own name any Intellectual Property which is the same as or substantially

similar to the SINOVAC Intellectual Property and which may cause confusion or deception in the Territory or elsewhere.

Article 13 Publicity

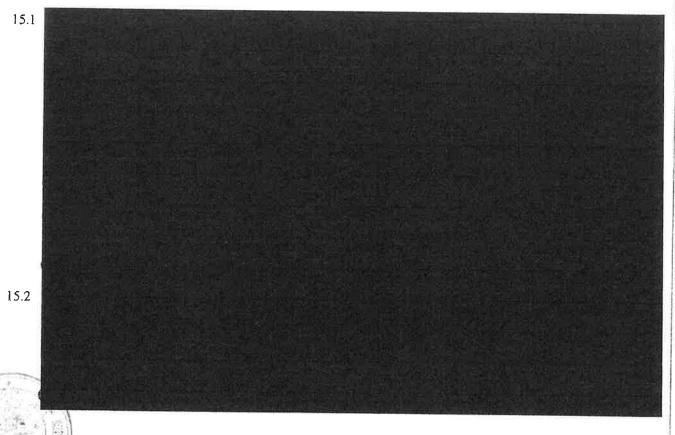
No Party may disclose in any publicity, or news release or make any public announcement about any part of the contents of this Agreement without the prior written consent of the other Party.

Article 14 Representations and Warranties

Each Party hereby represents and warrants to the other Party that:

- (i) It is an entity duly incorporated and legally existing under the relevant laws and has the right to enter into this Agreement.
- (ii) It has obtained and maintained proper and valid rights, authorities, certificates, qualifications or any other similar instrument which are necessary for execution or performance of this Agreement and will ensure the same remaining in good standing during the Term of this Agreement.
- (iii) The execution, delivery and performance of this Agreement does not conflict with or result in a breach or violation of any applicable laws.
- (iv) The execution and performance of this Agreement does not and will not breach any other agreement, arrangement, understanding, employment or other similar relationship with any third party.
- (v) Its financial condition is good, and it is not insolvent or it will not enter into bankruptcy or liquidation procedures in the foreseeable future.

Article 15 Indemnification



Article 16 Force Majeure

16.1 No Party to this Agreement shall be liable for any delay or failure in the performance of any of its obligations hereunder, if such delay in whole or in part is due to any unexpected and/or unavoidable events that are out of its reasonable control, including, without limitation, acts of God, fires, storms, floods, earthquakes, riot, strikes, acts of war, civil unrest or intervention of any governmental authority ("Force Majeure Event") provided that such exemption of liability shall be limited to the extent of the influence of the Force Majeure Event.

For avoidance of doubt, Purchaser's failure to obtain the Regulatory Approvals or SINOVAC's failure to obtain the export license or permit for the Purchase from the government authorities in China shall be deemed as Force Majeure Event.

- 16.2 The Party which has been affected by the Force Majeure Event ("Affected Party") shall immediately inform the other Party of the occurrence of the Force Majeure Event and, within 15 (fifteen) days thereafter, the Affected Party shall send by commercially available means to the other Party the evidence of the occurrence of the Force Majeure Event, demonstrating the details of the event and the performance of this Agreement that has been affected. When the Force Majeure Event subsides, the Affected Party shall immediately notify the other Party of the same by commercially available means.
- 16.3 Notwithstanding this, in the case of the Force Majeure Event, the Affected Party still has the obligation to take all necessary measures to hasten the performance of this Agreement and minimize the damages and losses to the other Party caused by the Force Majeure Event.
 - 16.4 In the event that the Force Majeure Event lasts for more than 3 (three) months without remedy, correction or improvement, the non-affected Party shall have the right to immediately terminate this Agreement by sending a written notice to the Affected Party, in which case, SINOVAC shall be entitled to 20% of the Purchase Price of a confirmed Purchase Order. For avoidance of doubt, SINOVAC shall return to Purchaser the rest of the payment exceeding the said 20%, if already paid by Purchaser or, if Purchaser has not yet made any payment to SINOVAC, Purchaser shall pay SINOVAC 20% of the Purchase Price under a confirmed Purchase Order within 5 (five) working days of the termination of this Agreement pursuant to this Article 16.4.

Article 17 Term, Liabilities and Termination

- 17.1 This Agreement shall take effect on the Effective Date upon signing by the Parties.
- 17.2 One Party ("Notifying Party") shall have the right to immediately terminate this Agreement with a written notice to the other Party if:
 - (i) the other Party has materially breached this Agreement and as a result this Agreement cannot be performed or continued or the objectives of this Agreement cannot be reached; or
 - (ii) the other Party fails to take any corrective and remedy measures within the reasonable period stated in the written notice sent by the Notifying Party after the breaching Party has initially breached this Agreement; or

the other Party becomes bankrupt or is threatened, or is the subject of proceedings for liquidation or dissolution, or ceases to carry on business or becomes unable to pay its debts; or

17.3

Article 18 NOTICE

All the notices and communications required and made under this Agreement shall be submitted to the following representatives of each Party:

For SINOVAC:

Name:

Position

Address: No. 21, Tianfu Street, Daxing Biomedicine Industrial Base, Zhongguancun Science Park, Daxing

District, Beijing, P.R.China

Email:

For Purchaser:

Name: The Government Pharmaceutical Organization

Position: Managing Director

Address: 75/1 Rama VI Road, Thung Phaya Thai, Ratchathewi, Bangkok Thailand 10400.

Email:gpodirector@gmail.com

Article 19 Dispute Resolution

- 19.1 This Agreement shall be governed by the laws of the Kingdom of Thailand.
- 19.2 Any dispute in connection with this Agreement or the execution thereof shall be settled friendly through negotiations. In the case that no settlement or no agreement in respect of the extension of the negotiation period can be reached within 2 (two) months of the arising of the dispute, the dispute shall be submitted to the Singapore International Arbitration Center ("SIAC") to be settled by arbitration under Arbitration Rules of SIAC in force at the time when the Notice of Arbitration is submitted in accordance with these rules. The arbitration shall take place in Singapore and the decision of the SIAC shall be final and binding on both parties. The arbitration fee shall be borne by the losing party.

Article 20 General Provisions

- 20.1 The headings of the Articles of this Agreement have been inserted for convenience of reference only and do not constitute a part of interpretation of this Agreement.
- 20.2 Articles 8, 9, 10, 11, 13, 14, 15, 18, 19 under this Agreementand this Article 20.2 shall survive after the expiration and termination of this Agreement.
- 20.3 In fulfilling its obligations pursuant to this Agreement, each Party shall be acting as an independent contractor. Nothing in this Agreement shall create any partnership, joint venture, or relationship of principal and agent between the Parties. This Agreement does not make either Party the employee, agent or legal representative of the other for any purpose whatsoever. Except the authorization given under this Agreement, neither Party is granted any right or authorization to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the other Party.
- No Party shall assign, whether entirely or in part, the rights and/or obligations under this Agreement to any third party without first having obtained the other Party's written consent.

- 20.5 This Agreement and the Appendix attached thereto constitute and incorporate the complete and exclusive understanding of the terms of this Agreement between the Parties hereto with respect to the subject matter hereof, and no statements or agreements, oral or written, made prior to or at the signing hereof shall vary or modify the written terms hereof, and neither Party shall claim any modification or rescission from any provision hereof unless such modification or rescission is in writing, signed by the Parties.
- 20.6 SINOVAC and Purchaser may agree to and make amendment and/or supplement to this Agreement according to the progress of the performance of this Agreement. Any amendments and supplements to this Agreement agreed upon by the Parties shall be made and signed in writing by the Parties in the format of written amendments or supplemental agreement.
- 20.7 No failure, delay, relaxation or indulgence by either Party in enforcing any provision of, or exercising any right under this Agreement shall operate as a waiver of such provision or right, nor shall any single or partial exercise of any provision or right nor any single failure to do so, preclude any other or future enforcement of such provision or exercise of such right, or the enforcement of any other provision or exercise of any other right under this Agreement.
- 20.8 In the event that any one or more of the provisions contained in this Agreement is, for any reason, held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and all other provisions of this Agreement shall remain and be renewed in full force and effect.
- 20.9 This Agreement is written and made in English.
- 20.10 This Agreement shall be made and signed in 2 (two) originals which each Party holding 1 (one) original.

The Government Pharmaceutical Organization	SINOVAC LIFE SCIENCES CO., LTD. (北京科兴中维生物技术有限公司)			
Name: Mr. Willioon Danwiboon				
Title: Managing Director				
Date:7th April 2021 In presence of: Miss Rampai Somchitmul				
Designation: Deputy Managing Director				
Sign: Silv xorry	ign:			

Appendix A Product Specifications

Test Item	Positive of SARS-CoV-2 antigen Opalescent suspension, stratified precipitate may form which can be dispersed by shaking. No clumps shall be found upon shaking.		
Identification			
Appearance			
Extractable volume	Not less than the labelled volume		
рН	6.8-7.8		
Aluminum content	0.3-0.6mg/mL		
Osmolarity	250-400mOsmol/Kg		
Post-dissociation Antigen content	≥60% dispensing quantity		
Sterility	Sterile		
Abnormal toxicity	Complies		
Bacteria Endotoxin	≤5EU/dose		



Appendix B PURCHASE ORDER

Purchaser's order Number: INSERT PURCHASER'S ORDER NUMBER Order Number: INSERT SELLER'S ORDER NUMBER

	INSERT FULL F		Contact Person: INSERT FULL NAME Contact Number: INSERT CELL NUMBER Tel: INSERT TELEPHONE NUMBER Email: INSERT EMAIL ADDRESS		
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	NSERT FULL N. Dr. Withoon Da Mai				

rnment

Seller Representative :	Authorized	Signature
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AppendixCPRO FORMA INVOICE

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		pice shows t	he actua	al price of goods desc	ribad:	
[2] All particula	rs provi	ded herein a	re true	and correct to best of	our knowledge	
Pro Forma Invo	ice Mak	er:		Date:	our knowledge.	Maria Companya Compan
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