



# **CODE OF CONDUCT, ETHICS AND INTEGRITY**

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**1. GLOSSARY****"Affiliate"**

Means, any person who, directly or indirectly, has Control of or is Controlled by said person or, together with said person, is under the Common Control of another person and with respect to natural persons, the spouse and any ascendant or consanguineous descendant without limit of degree.

**"Compliance Area"**

Means, the area in charge of advising, supervising and executing compliance with the Code and the other Integrity Policies of IGNIA that will act as Compliance Officer and will be made up of up to 3 members appointed by the Company's Board of Directors.

**"Goods and Assets"**

Means, but is not limited to, cash, securities, material goods, whether movable or immovable, accounting and social books and records, technological programs, software, any means of data processing and storage, services, business and investment plans, information on investors, entrepreneurs or Members, intellectual property, IGNIA brands, copyrights, etc.

**"Code"**

Means this Code of Conduct, Ethics and Integrity; which is part of the Integrity Policies.

**"Control" "Controlling"  
"Controlled By" and "Under  
Common Control"**

Means the power, directly or indirectly, to direct or determine the direction of the administration or policies of said person, either through the ownership of more than 50% of the shares, social shares or participations with voting rights in said person, as a result of contractual agreements or in any other way.

**"Board of Directors"**

Means, the supreme governing body of the Company.

**"Company"**

Means, Promotora IGNIA S.C. "IGNIA".

**"Confidential information"**

Means, all the information of IGNIA or Third Parties, including that related to the business, operation and administration of it and its respective Affiliates, either in writing, verbally or in any other way, including, but not limited to, those of a financial, accounting, operational and legal nature, trade secrets, information related to research and development, improvements, technical knowledge ("know-how"), concepts, designs, processes, techniques,

products, services, equipment, ideas, writings , notes, business plans, marketing, promotion, advertising and marketing, price lists, personnel, customers and suppliers, analysis and test results, projections, information related to new projects or investments.

**"Member (s)"**

Means, employees, officers, directors, administrators, collaborators, representatives, proxies, and members of the corporate bodies of IGNIA.

**"Law", "Laws", "Legislation" or "Legal Provisions"**

Means, any law, regulation, decree, order, general dispositions, sentence, norm (including any Official Mexican Norm (NOM) or any Mexican Norm (NM )), office, directive, guideline or circular of any government authority.

**"IGNIA"**

Means, jointly, the Company and its Subsidiaries.

**"Integrity Policy (s)"**

Means, all those internal norms or guidelines of IGNIA that establish the guidelines to mitigate and / or reduce the risk that its Members and / or IGNIA become involved in improper conduct or practices and acts of corruption.

**"Partner (s)" or "Shareholder (s)"**

Means, the people who have a stake in the capital stock of the Company and have decision-making power depending on the percentage of their contribution.

**"Subsidiary (s)"**

Means the legal entities over which the Company exercises Control.

**"Third Party (s)"**

Means, any natural person, partnership or corporation, trust, association, joint venture, governmental authority or any individual or entity that is alien to IGNIA.

**1. INTRODUCTION**

Ethics is an ideal of human behavior that guides each individual on what is correct and on what is the "ought to be", always in search of the common good, reconciling it with their own good. In other words, it is the ability to discern between good and evil; it is being able to recognize the possible consequences of his actions, always choosing those that are correct.

Integrity is the ability of any person to conduct their behavior in accordance with their internal rules, as there is coherence between their thoughts, actions and words, in order to always do the right thing for themselves and for others .

Ethics, integrity and transparency are the fundamental principles of IGNIA so that every individual acts appropriately and correctly in any field in which he operates. Therefore, it is essential for IGNIA to have a code of conduct, ethics and integrity that establishes the guidelines of behavior, values and principles on which all its Members must be guided and which they must comply with.

In this way, IGNIA will achieve its vision of being an option in the management of alternative assets with whom investors, entrepreneurs and suppliers of goods or services prefer to associate, due to its ability to create added value through its values and ethical principles and integrity.

## **2. OBJECTIVE**

Have behavioral guidelines, values and ethical and integrity principles that guide the actions of all Members and Third Parties who provide their services or collaborate with IGNIA, guiding them regarding decision-making on "what we should do", "how we must do "and what" we must not do ", thus reflecting the type of organization we make up and the kind of professionals we are.

The foregoing, in order to prohibit, not promote and avoid the performance, concealment or other activity tending to carry out improper conduct or practices and acts of corruption or, in general, any similar activity that violates and violates the values and principles by IGNIA.

## **3. SCOPE**

Each and every one of the Members and those Third Parties who provide their services or collaborate with IGNIA at its different levels and areas are subject to the provisions of this Code.

## **4. GUIDING PRINCIPLES**

The Members undertake, both in the performance of their duties and in their relationships with other Members or Third Parties, to carry out the necessary acts to generate the best returns to our investors, always and at all times acting with:

- a) Honesty: Always act and work with the truth, be honest in daily work.

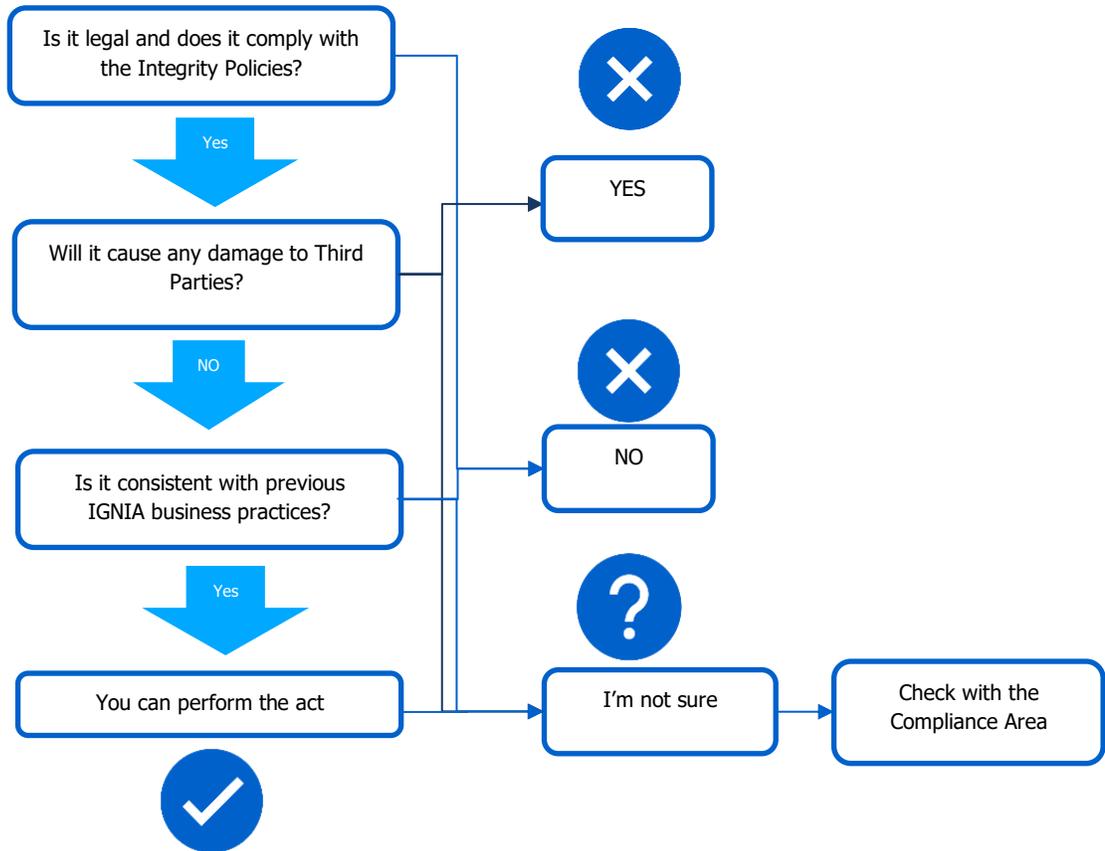
- b) Integrity: Always act in relation to the values and in accordance with the principles established in IGNIA.
- c) Efficiency: Meet our objectives in a timely manner, with quality results.
- d) Passion for work: Give the best of themselves on a day-to-day basis, supporting team members.
- e) Quality and Productivity: Always comply with the established requirements, in such a way that a job is always presented meeting the needs.
- f) Respect: I treat all IGNIA members equally. Act with dignity and be tolerant.

## **5. RESPONSIBLE INVESTMENT**

At IGNIA we are convinced that the incorporation of environmental, social and corporate governance factors (ASG or Environmental, Social and Governance or ESG for its acronym in English) in our investment and financing processes, as well as in the management of Our promoted and accredited companies contribute to the creation of value in them, as well as being an effective means of risk management in our activities.

Acting as responsible investors is our main objective and is part of our fiduciary duty in a context in which our investors are actively working to align their financial and sustainability objectives. In this sense, we are committed in our activity and in that of our promoted and accredited companies to act in accordance with the values and principles recognized in the United Nations Global Compact on human rights, labor rights, the environment and the fight against corruption, as well as the main international agreements in this regard signed within the framework of the United Nations, the International Workers' Organization or the OECD.

## **6. DECISION MAKING PROCESS**



## 7. RELACIÓN CON TERCEROS

### INDIVIDUAL LIABILITY

Members must, at all times, act in accordance with this Code of Ethics; since inappropriate conduct, even individually and outside the workplace, can significantly damage IGNIA's image. This is why all Members must act fully (inside and outside the organization).

For this reason, each Member must make decisions and carry out actions that are aligned with the Integrity Policies of IGNIA, the applicable Law and take care that their behavior contributes to the reputation of IGNIA as a company that maintains high ethical standards.

### RELATIONSHIP WITH MEMBERS

The relationship between the Members must be based on mutual respect through a correct attitude and in accordance with the values and ethical and integrity principles that govern us.

**What would happen if . . . ?**

**I see a Member doing something that could violate the Code, but I am not sure, besides that it does not affect me directly, should I do something?**

IGNIA trusts that its Members report any misconduct or act of corruption, even when said conduct does not affect you directly, so you must report it through the corresponding mechanisms. An unreported violation can cause considerable harm to IGNIA and its Members. Even if you are not sure, report the situation and / or any potential or current violation of the Code for its corresponding analysis.

## **RELATIONSHIP WITH INVESTORS AND PROMOTED COMPANIES**

The relationship with investors and promoted companies must be professional and in compliance with Applicable Law. In our treatment and relationship with investors and businessmen there is no place for any type of corruption, favoritism or any activity that is contrary to the policies of IGNIA.

## **RELATIONSHIP WITH SUPPLIERS**

The relationship with suppliers of goods or services must be based exclusively on business needs and in accordance with the highest ethical and integrity standards.

Proposals made by suppliers will be comprehensively reviewed considering price, added value, quality and service.

IGNIA will not maintain any commercial relationship with those suppliers that commit illegal acts.

## **RELATIONSHIP WITH PUBLIC SERVANTS**

The relationship with public servants at different levels of government (federal, state and municipal) must be informed and based on the provisions of the Law. Said relationship must be honest, precise and transparent, always within the applicable legal framework.

**What would happen if . . . ?**

**A Third Party asks me to remove IGNIA's "Anti-Corruption Clause" from a contract, should I remove it?**

No, the "Anti-Corruption Clause" is a fundamental policy and provision that must be contained in all agreements, contracts and / or agreements of any nature that it enters into. On the contrary, that a

Third Party requests to eliminate it implies a risk that must be communicated to the hierarchical superior or the Compliance Area for the appropriate effects

## **8. COMPANY ASSETS**

All Members must ensure that they protect the Goods and Assets of IGNIA that are made available to them for the development of their work. IGNIA's operations and businesses must be carried out in a context of productivity making efficient use of Assets and Assets. Our commitment is to protect and optimize the value of the Goods or Assets through the intelligent and profitable use of resources, seeking to keep them in perfect working order and prolong their useful life, ensuring that the relevant safety regulations are met, avoiding obtaining invariably an improper personal benefit or that of a Third Party.

Any misappropriation, neglect, waste, theft, loss, destruction or unauthorized use of the Goods and Assets, as well as any expense not recorded or duly substantiated, may be considered as a breach of the obligations with the Company, which may give rise to to internal sanctions and administrative and criminal processes in accordance with the Law. Any activity related to the Goods or Assets of IGNIA aimed at promoting, carrying out, concealing or any other activity aimed at carrying out improper conduct or acts of corruption is strictly prohibited.

The Company reserves the right to inspect any kind of physical, electronic, virtual information or in any of the forms in which it is found and has been generated, as well as other information, documents, data and files that belong to it in accordance with the applicable legislation.

## **9. ACCOUNTING, FINANCIAL AND SOCIAL RECORDS**

All books, records and other accounting and financial documents must reflect operations, transactions and events of this nature with accurate and complete data, therefore, it is strictly forbidden to falsify, alter or destroy any document tending to carry out improper conduct or acts of corruption. In the same way, all social books and records must correctly evidence the decisions made by the members of the Company's Board of Directors, as well as the actions carried out by their representatives, proxies or special delegates.

## **10. PREVENTION OF MONEY LAUNDERING AND TERRORISM FINANCING**

IGNIA and its Members must comply with the information and collaboration duties imposed by the applicable regulations regarding the prevention of money laundering and terrorist financing applicable in each jurisdiction.

## **11. USE OF CONFIDENTIAL INFORMATION**

The improper or unauthorized use and disclosure of Confidential Information may constitute an administrative sanction, as well as a crime in accordance with the provisions of the Law, whose effects do not cease with the termination of the employment relationship; Therefore, the Members must keep such Confidential Information strictly confidential, in observance of this Code and the applicable Legislation.

All Members have the obligation to protect any personal, commercial or industrial information of other Members, as well as IGNIA, to which they have access due to their functions or responsibilities.

All Members must collect or save only the minimum information necessary to perform their functions. Additionally, the information should only be shared for legitimate and legal business purposes, return it upon termination of employment and, where appropriate, delete it in accordance with the policies established by IGNIA for this purpose.

For the use, handling, care and custody of Confidential Information, the Members undertake and oblige to:

- a) Not to reveal or allow such information to be disclosed to Third Parties, unless authorized by a hierarchical superior of the Company;
- b) Use the highest degree of diligence in order to safeguard the information;
- c) Refrain by themselves or through Third Parties, to use the information with the purpose of obtaining an economic benefit or of any other nature, own or of third parties, in operations, transactions or diverse activities for the purposes of IGNIA, or, develop directly or indirectly any product or business other than for such purposes;
- d) Not to carry out any act that aims to exploit, disclose or disseminate the industrial or intellectual property rights derived from the information to which they have access;
- e) Refrain from copying, transmitting, reproducing or storing Confidential Information, unless it is essential to carry out the activities entrusted to them;
- f) Refrain from copying information on any electronic device other than IGNIA including USB sticks or external memories such as the cloud, or transmitting information via email or any other personal electronic communication means other than email or electronic communication means installed. on devices assigned by IGNIA such as WhatsApp, iMessage or text messages;
- g) Upon termination of their relationship with IGNIA, they must return the Confidential Information;
- h) In terms of the Federal Law on Protection of Personal Data Held by Individuals, the information of investors, businessmen, suppliers of goods or services, etc., must be treated under the principles of confidentiality, ethics and integrity, as well as under the policies protection of personal data of IGNIA

and may not be shared or disclosed except with the express consent of the owner of said personal data; Y

i) Not to make comments, in family or social gatherings, on activities that take place within IGNIA or that are related to investments and with Third Parties.

The Members must ensure that any Third Party with whom they wish to initiate a relationship must sign a confidentiality agreement to protect the Confidential Information of IGNIA that is provided using the format in force at that time as a basis.

Members are likely to have access to Confidential Information due to the nature of IGNIA's business that is not yet in the public domain and that a Third Party would consider important when deciding on an investment or purchase of securities. In this case, the Members must avoid:

- Trading securities with Confidential Information or inside information;
- Provide such Confidential Information to Third Parties; Y
- Recommend to Third Parties regarding the acquisition and / or sale of securities based on Confidential Information or inside information.

#### **What would happen if . . . ?**

##### **A Member asks me to share Confidential Information with Third Parties, can I do it?**

No, unless there is a confidentiality agreement previously approved by the legal area. The information related to IGNIA's activities is Confidential Information, so you have the obligation to protect it, even after leaving IGNIA. In the event of sharing Confidential Information without a confidentiality agreement, you would be violating the Code and exposing IGNIA and you to legal consequences. Remember that you have the obligation to protect the Goods and Assets of IGNIA, as well as its Confidential, Classified or Reserved Information.

## **12. IMPEDIMENTS IN SECURITIES AND INVESTMENTS**

The Members are prohibited from issuing recommendations on public broadcasters in which IGNIA has any interest, either as an advisory shareholder; or (ii) any Member is a director or has been a director during the 4 immediately preceding months.

The Members must adhere to the share acquisition policies of those public companies managed by IGNIA.

## **13. CONFLICT OF INTEREST**

Conflicts of interest are those situations in which a person's judgment, in relation to their primary interests and the ethics and integrity of their actions, tends to be unduly influenced by a secondary interest, which is frequently economic. or personal; that is, a person incurs a conflict of interest when instead of complying with what is due (eg their functions and activities within IGNIA), they could guide their decisions or their actions for their own benefit or that of a Third Party (eg friend or family member) .

Private interests and IGNIA's interests must be kept strictly separate. Therefore, all Members must avoid situations that may lead to a conflict between their personal interests and those of IGNIA. All Members must carry out their activities and functions inherent to their positions and positions, always for the benefit of IGNIA, putting, at any time, the legitimate interests of the latter over their individual interests, third parties or of any kind.

Integrity and loyalty are also essential when it comes to the private activities of IGNIA Members. All Members must ensure that any parallel activity has been previously approved by their hierarchical superior or by the Compliance Area if such activities may create a conflict with current or contemplated activities by IGNIA.

When there is kinship or interpersonal relationships between IGNIA Members, investors and suppliers, the related Member (s) must declare such situation to the Compliance Area.

All Members must inform, immediately and in writing, the Compliance Area of any relationship or commercial operation of IGNIA with a person or company in which the Member has a direct or indirect interest, or even if said relationship or operation could ( i) create a conflict of interest, (ii) affect any action or decision of the Member, or (iii) appear to be a possible misconduct or act of corruption. Unless otherwise provided by the Compliance Area, the Member who is in such a situation must invariably excuse himself from participating in the investment, operation, bidding or transaction in particular, as well as participating in decision-making regarding such activities or transactions.

#### **What would happen if . . . ?**

**A family member is a potential IGNIA service provider. Should I observe IGNIA's policies and / or guidelines as if I were any other provider?**

No, because you are facing a situation in which there is a conflict of interest. You must communicate this to your hierarchical superior to the Compliance Area in order to analyze the situation and make the corresponding decisions.

## **14. ETHICS, INTEGRITY AND CORRUPTION**

All Members undertake to observe the applicable Law and other internal policies of IGNIA, as well as the foreign legal provisions that, by virtue of their activities, are applicable to them in the area of anti-corruption.

Acts of corruption are understood as "the abuse of any position of public or private power, with the aim of generating an undue private benefit at the expense of the collective or individual welfare." By virtue of the foregoing, at IGNIA there is zero tolerance for acts of corruption.

This is why, and in order to avoid actions that violate anti-bribery and anti-corruption Laws that can damage the reputation of IGNIA and its Members, we emphasize that it is strictly prohibited for any Member to carry out, among others, the following behaviors or omissions tending to carry out improper practices or acts of corruption:

a) Offer any benefit to a Third Party, directly or through Third Parties, in exchange for Third Parties or public servants performing or refraining from performing an act.

b) Accept or offer any bribery directly or through intermediaries. This includes the acceptance and offering of gifts of any kind, unless it falls within the standards of courtesy, hospitality, or protocol, as long as they do not intend to compromise in any way the performance of the recipient, their hierarchical superiors or by IGNIA.

c) Deliver, directly or indirectly, facilitation payments, understood as the delivery of amounts of money to achieve the performance of an act, avoid an event or speed up certain procedures to entities and agencies of the public sector and / or public servants . The foregoing is also applicable, depending on the case, with respect to investors, entrepreneurs, suppliers of goods or services and / or competitors of IGNIA.

d) Agree or enter into contracts, agreements, arrangements or combinations between competitors whose purpose or effect is to obtain an undue benefit.

e) Failure to render accounts that verify the destination that was granted to public resources or IGNIA.

f) Hire someone who has been a public servant during the previous year who has privileged information that he has directly acquired as a result of his employment, position or commission in the public service, and directly allows the contractor to benefit in the market or to be placed in advantageous situation derived from said privileged information.

If a Member is aware of any action, procedure, complaint, complaint, fine, requirement or investigation that is initiated against him, by a Third Party or authority, that may violate the interests of IGNIA, he must immediately notify the Compliance Area.

#### **What would happen if . . . ?**

**A public servant requests a payment from me in order to expedite an administrative procedure, should I make said payment?**

No. No. Facilitating payments are strictly prohibited, as they involve the commission of an act of corruption (bribery). You must inform your hierarchical superior or the Compliance Area so that the necessary measures are taken for the conduct of the public servant in question.

## **15. GIFTS AND DONATIONS**

The Members of IGNIA may not, directly or through intermediaries, make donations or offer any kind of goods, gifts, individual entertainment, trips or meals, in the name and on behalf of IGNIA, with the aim of influencing decision-making and / or influence the performance of any Third Party. The delivery or receipt of gifts or donations must:

- a) Be consistent with a common practice within the sector. In the case of donations, that these are intended for the purpose of helping a certain sector or institution and not have the purpose or result of influencing the performance of a Third Party or a Member;
- b) Have a non-substantial value;
- c) Not be a violation of the applicable Laws; Y
- d) Not affect the image of IGNIA by the disclosure of its delivery or receipt.

The delivery or receipt of promotional material of any kind are totally acceptable gifts, as well as a common practice to promote services or products.

It is strictly prohibited for a Member to receive any type of gift or donation in cash or its equivalent (e.g. gift card), or that has the purpose or result of influencing the performance of said Member. Similarly, it is prohibited to give or receive any type of gift or donation that could be misinterpreted as a bribe.

## **16. POLITICAL AND / OR SIMILAR CONTRIBUTIONS**

At IGNIA we respect that each of the Members exercise their right as a citizen to participate in political activities or to make personal contributions in support of candidates for popularly elected positions or political parties of their choice.

However, it is invariably forbidden to make contributions and participations, in the name and on behalf of IGNIA, either in kind or in cash, to any natural or legal person related to a public or private entity and linked to political activities, either in Mexico or in any other jurisdiction.

**What would happen if . . . ?**

**A friend of mine is running for popularly elected public office, can I help him campaign?**

Yes, as long as you act (i) on your own behalf and in your own name; and (ii) use your own resources. Remember that it is strictly forbidden to make contributions on behalf of IGNIA, to act in its name and on its own, as well as to use its assets or resources.

## **17. COMPLAINT**

Members have the obligation to report, immediately and anonymously, any conduct, act or omission that violates the Integrity Policies and / or the Law.

At IGNIA, an environment of trust is promoted, allowing any concern on the part of the Member to be expressed to their hierarchical superior, including any violation of the Code.

In any other case, the report of any complaint may be made through the following means:

- Email: [denuncias@ignia.vc](mailto:denuncias@ignia.vc)
- Website: [www.ignia.vc](http://www.ignia.vc).

IGNIA will invariably respect the confidentiality of the information provided that is the object of the complaint, as well as the anonymity of the accused (s) and the complainant (s). Likewise, it will be the obligation of all Members to cooperate in the investigation and / or audit processes that are carried out internally in order to guarantee the punctual follow-up and resolution of the complaints presented.

Finally, IGNIA will not dismiss, demote, suspend, threaten, harass or discriminate against any person nor will it tolerate any type of retaliation against any Member who, by any means, denounces the existence of behavior contrary to the content of this Code and / or the law.

### **What would happen if . . . ?**

#### **I reported or denounced an improper practice or an act of corruption, will I be penalized for having made such a report or complaint?**

No. Your report is anonymous and confidential. Retaliation against any Member who reports the existence of any improper practice or act of corruption is strictly prohibited. If you believe that you are suffering retaliation for making a report, discuss it with your superior or with the Compliance Department.

## **18. COMPLIANCE WITH THE CODE**

This Code will be administered and supervised by the Compliance Area, who will act as Compliance Officer, and must oversee the proper observance and application of the Integrity Policies.

Observance and compliance with this Code is mandatory, so its compliance does not replace or modify the validity of the regulations applicable to the Members. Failure to comply may bring disciplinary measures and / or legal action, in accordance with the applicable Legislation.

Any Member who performs business practices or conducts or omissions contrary to those established in this Code, will be subject to disciplinary measures in accordance with the Organization and Procedures Manual, regardless of whether they are subject to other legal actions, whether administrative or criminal, to which there was room.

### **19. PUBLICATION AND DISSEMINATION**

IGNIA will make this Code, and its updates, available to the public through its Internet page for their knowledge and consultation. In the case of the Members, this Code will be disseminated through the ordinary and electronic means of communication that are deemed pertinent.

Likewise, Members will be trained in relation to the content of this Code through workshops, meetings and / or any activity deemed necessary in which various questionnaires and / or practical cases are exposed and analyzed for their resolution, in order to exemplify situations arising from its application.

The dissemination and training regarding the content of this Code will be in charge of the Compliance Area, which will, in turn, carry out periodic reviews to ensure its updating and knowledge by the Members, as well as the attention of complaints. that are presented in violation of this Code and, carry out the investigation and / or audit processes carried out in order to guarantee their punctual compliance.

Additionally, in the event that the Members or any Third Party have any doubts, concerns and / or comments regarding the Code and / or Organization and Procedures Manual, they may review them with their hierarchical superior or the Compliance Area.

### **COMMITMENT AND ACCEPTANCE**

By signing this Code I acknowledge (i) that I have read and understood the content and scope of the Code; (ii) that I should approach my superior and / or Compliance Area if I have any questions about the Integrity Policies; and (iii) know the internal complaint mechanisms.

As a member of IGNIA, I agree to carry out my activities or provide services in accordance with this Code and other IGNIA policies.

Date: \_\_\_\_\_  
\_\_\_\_\_

Name:

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Sign:

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