

HYPERCOMMUNITY MEMBERSHIP TERMS OF SERVICE

This Agreement is the terms of service for HyperCommunity membership and is entered into between you (hereinafter referred to as “Member”) and HyperCommunity and HyperTech Group (hereinafter referred to as “Vendor”).

Vendor has agreed to provide services to the Member on the terms and conditions set out in this Agreement, and Member considers that the Vendor has the proper and necessary qualifications, experience and abilities to provide services to Member.

Therefore, in consideration of the matters described above, the receipt and sufficiency of which consideration is hereby acknowledged, the Member and the Vendor agree as follows:

1. Scope of Agreement

1.1 Account Registration and Membership

1.1.1 Before using this service, Member needs to register a HyperCommunity account on the HyperOne platform. The HyperCommunity account is generated by binding an email address.

1.1.2 HyperCommunity will review your registration details. Member shall be solely responsible for the authenticity, legality, accuracy and validity of the registration details provided. If Member causes damage to HyperCommunity or a third party, Member may be required to pay compensation according to law.

1.1.3 Through the acquisition of a membership via the Member’s computer or Internet compatible devices for the Member’s personal/internal purposes, the Member shall be granted a membership which is revocable, limited, non-exclusive and non-transferable (other than as a result of the death of the member and any relevant will or probate processes in the member’s country).

1.2 Scope of Membership

1.2.1 Vendor’s Services herein are a membership.

1.2.2 The membership includes only education, membership rewards, and such optional products or services to which Vendor may introduce to Member, as specified below.

1.3 Education Benefits of Membership

1.3.1 Vendor will provide educational resources such as text, graphics, photos, audio and video files, virtual live training, and documents for the Member. The educational resources provided shall be subject to availability, and shall focus primarily on cryptocurrency and blockchain education, terminologies and concepts.

1.3.2 Member is expressly prohibited to use these resources for resale or commercial purposes. Education resources are linked to your level of membership as defined in the back office.

1.4 Membership Rewards

1.4.1 Provided that Member constantly complies with the express terms and conditions stated in this Agreement, Member shall receive rewards (hereinafter known as "HU") from the Vendor on a daily basis.

1.4.2 Basic Membership entitles Member to receive daily Rewards based on the value of Membership acquired, with details outlined in the back office.

1.4.3 Terms of the basic Membership shall be defined from the date of their acquisition, and any subsequent Memberships are subject to subsequent terms at Vendor's sole discretion.

1.4.4 Member understands that Vendor may alter or eliminate memberships in the future at the Vendor's total discretion. Any acquired Membership benefits will begin the day following acquisition of a membership, and daily Rewards will be based on Hong Kong time.

1.4.5 Additional and optional Services may be offered from time to time and will have their own benefits.

1.5 Rewards Redemption

1.5.1 When Member decides to redeem rewards with cryptocurrency tokens through Vendor's platform, Member recognizes that with Vendor allowing Member to redeem rewards for designated tokens that Vendor may determine which such tokens shall be available and how they may be offered to Member.

1.5.2 The decision of which tokens and for how long they will be offered for redemption of HU for tokens shall be at the sole discretion of Vendor.

1.5.3 Redemption of HU rewards to tokens shall be based on the external market price recorded in the HyperCommunity system for that cryptocurrency compared to USDT.

1.5.4 Vendor and Member recognize that cryptocurrency tokens are subject to significant price fluctuations due to market unpredictability. Member recognizes that token prices may rise or fall from time of redemption to the Member's own exchange of that token on the Member's chosen external exchange.

1.5.5 HyperCommunity does not bear any liability or responsibility for the price fluctuation of the released tokens.

1.6 Optional Additional Services

1.6.1 At the sole discretion of the Vendor, the Vendor may introduce to the Member access to additional services beyond the education and membership rewards offered by HyperCommunity, including other products and services of the HyperCommunity or HyperTech Group or other third-party platforms which may include discounted pricing, preferential rates, and non-discounted access to other platforms.

1.6.2 Member understands and agrees that these optional services are not a part of the membership, other than the membership includes awareness of such optional services.

1.6.3 Member agrees that Vendor in this respect is merely providing introductions, and Vendor is not recommending any or all such optional products or services.

1.6.4 Member understands and agrees that Member's decision to proceed with such products and services is Member's own discretionary decision and Member should have acquired independent professional advice in relation to the same.

1.6.5 Vendor's introduction of these optional products or services to the Member is conditional upon Member satisfying all terms and conditions of those third parties, and Vendor makes no guarantee that Member can qualify.

1.6.6 There is no guarantee that this type of introduction by the Vendor will be automatically supplied to the Member, and Member acknowledges that such services may require additional KYC, disclosures, applications and other requirements, and may not be available in all countries.

1.6.7 Member also agrees that another member's acceptance or rejection of additional services is not an affirmation or indication that Member may likewise be accepted.

2. Membership Terms of Service

2.1 Acquiring a Membership.

2.1.1 Member shall acquire cryptocurrency on their own exchange or wallet and transfer the said cryptocurrency to the Member's own cryptocurrency wallet address inside the HyperCommunity back office as provided by the Vendor for the purpose of exchanging it for HU.

2.1.2 The cryptocurrency shall be chosen by Vendor in its sole discretion, and as of March 2022 it is USDT (Tether) and may be changed from time to time.

2.1.3 Vendor is not in the exchange or wallet business nor in the business of providing financial guidance or advice in any way, nor is Vendor in the business of providing specific training or support regarding specific exchanges or wallets the Member may use to acquire their own cryptocurrency in their country.

2.2 Member Services.

2.2.1 Vendor shall make available the education and instructional content for Member to understand and execute operations as required to accomplish the Member's aims from the membership.

2.2.2. Vendor shall issue a receipt based on the membership acquired by the Member. Receipt shall be sent to the Member's email address of record.

2.2.3 Vendor shall generate Rewards for the Member in the amount of HU (as determined by Vendor in its sole discretion) of the Membership level acquired by the Member, depending on the membership package the Member acquires and the amount

of HU acquired by the Member. Details are available in the back office regarding each Membership offer.

2.3 Limits of Membership

2.3.1 Member understands that the cryptocurrency exchanged for HU is the exclusive property of the Vendor, and Member is only entitled to the membership and has no further entitlement to the original cryptocurrency exchanged for HU.

2.4 Vendor's Best Efforts.

2.4.1 The Membership is on a best effort basis and, like any project, there is a risk of loss of all funds and rewards.

2.4.2 The world of cryptocurrencies is highly volatile, can involve risk of loss, and may not be suitable for all persons. Risks include but are not limited to: market risks, system risks, cybersecurity, transaction processing risks, regulatory risks, trading risks, risks or mistakes made by yourself, business failure, and others. Opinions, market data and recommendations are subject to change without notice.

2.4.3 Past results are not indicative nor a guarantee of future performance. Vendor seeks to mitigate risk by exclusively accepting USDT (Tether) as payment for membership. USDT (Tether) is considered a "stable coin" and historically has not been subject to the market volatility found with other cryptocurrencies.

2.4.4 There is no recommendation by Vendor to acquire any membership, product or service. Members make their own decisions, based on Member's own due diligence.

2.4.5 Vendor recommends each Member seek the advice of a suitably qualified professional before deciding, if Member is unsure.

2.5 Eligibility

2.5.1 By registering to use a HyperCommunity Account, Member represents and warrants: (i) as an individual, Member is at least 18 or is of legal age to form a binding contract under applicable laws;

(ii) as an individual, or legal person (e.g., company, partnership, or non-profit entity), Member has full legal capacity and, in the case of legal person(s), has sufficient authorizations to enter into these Terms;

- (iii) Member takes responsibility and has determined that the acquisition of this membership is lawful in the country or territory in which the Member resides, and holds Vendor harmless for its decision to acquire this membership;
- (iv) Member has not been previously suspended or removed by Vendor for cause;
- (v) Member's use of Vendor's Services will not violate any and all laws and regulations applicable to Member;
- (vi) Member warrants that they have not and will not accept fiat currency for the purpose of providing USDT to someone else's membership account;
- (vii) if at any time Vendor discovers that Member is in violation of AML/CTF or other applicable laws, access to membership Rewards account may be restricted or blocked indefinitely or terminated, and Member may be reported for both criminal and civil penalties.

2.6 AML/CTF (Anti Money Laundering / Counter Terrorism Financing)

2.6.1 By entering into the Privacy Policy and this Agreement, Member undertakes that Member will not knowingly do anything to put Vendor in breach of any law in relation to Anti-Money Laundering and Counter-Terrorism Financing ("AML/CTF Laws"), including, but not limited to: acting as a money broker or related criminal activities, fake deposits, taking "fees" for helping prospective members become a member, or accepting fiat currency from individuals with whom you have no prior relationship.

2.6.2 In no case should Member accept fiat currency in exchange for USDT or other cryptocurrency, even for someone with whom Member has a close family or personal relationship, without getting specific approval in advance from the HyperCommunity Live Chat Support which will not approve the same without full KYC and proof of source of funds.

2.6.3 Member undertakes to notify Vendor if Member is aware of anything that would put Vendor or Member in breach of the AML/CTF Laws.

2.6.4 Likewise, if Member has been asked by a sponsoring member to make payments to that sponsoring member, that person should be reported to the HyperCommunity Support office at Live Chat in the back office.

2.6.5 From time to time, Vendor may require further information and/or documentation to assist with this process.

2.7 Defamation

2.7.1 Our community members who are actively benefiting from the HyperCommunity platform are to adhere to this Agreement and are forbidden from publicly sharing any misleading or defamatory remarks about HyperCommunity, or any other companies/platforms owned by the HyperTech Group.

2.7.2 Anyone found in violation of the above will receive one warning and a temporary account suspension for 1 week. A repeat offense will result in account termination without warning.

2.8 Competition and Intellectual Property Rights

2.8.1 For those who are building a community or inviting other members to the opportunity, it is absolutely forbidden to pose as the Vendor or to use any of the Vendor's trademarked or copyrighted marketing materials, logos, or support channels to promote other businesses or to use any of the Vendor's trademarked or copyrighted marketing materials or logos in unapproved marketing efforts without express permission from Vendor.

2.8.2 Member understands and agrees that it will never use the HyperCommunity trademark or copyrighted materials, logos or other materials.

2.8.3 The intellectual property rights of the content (including but not limited to web pages, text, pictures, audio, video, graphics, etc.) provided by HyperCommunity in this service are owned by HyperCommunity and/or HyperTech Group, and the intellectual property rights of the content generated by platform users in the using of this service are owned by the respective platform users or related rights holders.

2.8.4 Unless otherwise stated, the copyrights, patents and other intellectual property rights of the software on which HyperCommunity relies to provide this service belong to HyperCommunity and/or HyperTech Group.

2.8.5 HyperCommunity 's copyrights or trademarks used in this service, such as "HyperCommunity", are owned by HyperCommunity and/or HyperTech Group.

2.8.6 The intellectual property rights of the above and any other content contained in this service are protected by law, and no one may use or create related derivative works in any form without the written permission of HyperCommunity, the platform user, or the relevant rights holder.

2.8.7 Anyone found in violation of the above will receive one warning and any subsequent offenses may result in a permanent ban from the Vendor's support channels and membership and/or appropriate legal action, depending on the severity of the offense.

2.9 Know Your Customer (KYC) Requirements.

2.9.1 At the exclusive discretion of the Vendor, Member may be required to provide KYC information to the Vendor including but not limited to passport or national identity, photograph, date of birth, or other forms of identification.

2.9.2 In the case of a legal entity membership, KYC will include the above, plus submission of proof of the person authorized to register and operate the account.

2.9.3 Member may be required to provide information related to the source of the cryptocurrency used to exchange for the HU used to acquire the membership.

2.9.4 Member understands that optional services may and often do include separate KYC information and additional details. Completion of HyperCommunity KYC if required, does not then transfer to any of the optional offerings which may have their own separate KYC requirements.

2.10 Recourse

2.10.1 The acquisition of a membership from the Vendor shall be with full acknowledgement that Vendor's activities are on a best-efforts basis and past performance is not a guarantee of future performance.

2.10.2 Member understands that Vendor's blockchain activities include multiple sources of revenue, historically generating adequately to enable the Vendor to supply a range of membership rewards.

2.10.3 In the event that such activities by the Vendor fail to produce the amount needed to fulfil the percentage (%) per day per membership Rewards expected by Member, the Vendor execute its best efforts to ensure membership Rewards expectations are met by liquidating digital portfolios of the Vendor as and when Vendor deems it necessary to meet such shortfall, it being understood that Vendor in such circumstances would prioritize payment of any shortfall between membership Rewards received as compared to the initial HU value of any membership acquired.

2.11 Non-Refundable

2.11.1 Member understands that once cryptocurrency has been sent to their Member wallet address provided by Vendor, and exchanged for HU, no refund is possible.

2.11.2 Membership Rewards will be earned in accordance with this Agreement. Deposit by Member of USDT to Member's wallet address provided by Vendor is acknowledgement of the nonreversible nature of that exchange and cannot be reversed.

2.12 Account Suspension and Termination

2.12.1 For the avoidance of doubt, if an account is suspended, it will mean that the Member will not be able to withdraw or to make rebuys under the current plan.

2.12.2 If an account is terminated, it will mean that the Member's conduct has breached this Agreement, and all unaccrued benefits of membership, including any remaining payment of membership rewards, will be forfeited by the Member.

3. Affiliate Option

3.1 Definitions and Eligibility

3.1.1 Any Member who has acquired a membership may become an affiliate. Becoming an affiliate is automatic and the status is free.

3.1.2 Any Member as an affiliate may earn accelerated Rewards by referring others.

3.1.3 Accelerated rewards may not be earned by stacking multiple accounts owned by yourself, as specified in detail in this section.

3.1.4 Such accelerated Rewards are not commissions and do not alter the multiplier offered at any given time by Vendor for a membership, but are simply an acceleration of the Members' own Pending Rewards and must be qualified for.

3.1.5 The amount of acceleration is determined by the total number of members referred in the particular manner outlined by HyperCommunity at any given time, as well as the size of the memberships acquired, and is subject to change.

3.1.6 Accelerated rewards can only be paid if the Member has sufficient Pending balance.

3.1.7 Vendor's affiliate Rewards Plan (also referred to as "compensation plan") is incorporated herein by reference, as it may be updated from time to time.

3.2 Referral Rank Options

3.2.1 Member may qualify for Expert, Professional, and VIP1, VIP2, VIP3, VIP4, VIP5 and potentially higher ranks by reaching the overall rank qualifications as outlined in the back office.

3.2.2 Each level carries its own percentage (%) acceleration.

3.2.3 A Member's own membership acquisitions do not count for qualification.

3.2.4 A Member's strongest "leg" does not count in determining rank advancement.

3.3 Abuse or Misuse of the Referral Rewards Plan / Multiple Personal Accounts

3.3.1 For those who are building a community and seeking to rise in the ranks of HyperCommunity, it must be clearly understood that the ranks of Expert, Professional, and VIP1-5 are accelerated rewards for building the Community.

3.3.2 It is an abuse of the rewards plan to use your own multiple accounts to qualify for any of these ranks from the Vendor.

3.3.3 Such use of your own accounts clearly is not building the Community, and Member can have no legitimate expectation of receiving Community building rewards for activity that is not actually community-building.

3.3.4 It is a clear standard in the networking community that if a member stacks multiple accounts beneath that member that are only theirs, they are earning rewards on themselves and they are depriving those above their original position of rewards that should be going to those uplines as accelerated rewards.

3.3.5 It must be understood that anyone abusing the rewards plan with multiple accounts, either for the purpose of qualifying for rank in whole or in part, or stacking multiple memberships under their original membership, is violating this Terms of Service and the Vendor's compensation plan under this Agreement, and any additional financial benefits should be returned to the Vendor.

3.3.6 Multiple positions will be collapsed into a single original position owned by Member. Member agrees to cease acquiring any new memberships in any account below its original membership. Member agrees also to return any accelerated rewards earned through this stacking of memberships.

3.3.6 Vendor reserves the right to terminate any Member found in violation of these rules on multiple accounts, as this serious violation takes funds due to other people and abuses the Vendor's Rewards Plan. Any amounts beyond the original cost of such memberships shall be forfeited by the Member, in the sole discretion of the Vendor.

3.4. Social Media DO's and DON'Ts

3.4.1 Social Media DO's

- Share referral link or company-provided website with social media contacts in private messages ONLY;
- Refer to official channels for message guidance;
- Invite social media contacts privately to approved Corporate Presentations;
- Make use of the official marketing and training site;
- Answer legitimate questions using the correct terminology for the HyperCommunity membership;
- Utilize referrer or an Expert or above rank in your line of referral in HyperCommunity to answer questions;
- Direct people to official HyperCommunity channels, presentations and FAQs;

- Use official corporate materials and the precise language approved by the Vendor to describe the Vendor and the associated companies of the Group.

3.4.2 Social Media DO NOT's

- Make any public presentations regarding HyperCommunity, without first being approved by the Office of Compliance of the Vendor, and only by using Vendor's pre-approved Standard Presentation materials and script.
- Impersonate the HyperTech Group, HyperOne or HyperCommunity trademark, name, logo or other official representations;
- Share unofficial marketing materials or posts on social media outside of the official social media and Telegram Groups (without explicit written permission from Vendor);
- Use the Vendor's brand or logo in profile imagery (without explicit written permission from Vendor);
- Use the Vendor's brand, name or logo on personal social media accounts, personal web domains, OR hosted group chats (without explicit written permission from Vendor);
- Post or make income claims of any kind;
- Poach members from crossline sponsors;
- Allow abusive or defamatory comments on your posts;
- Post misleading or inaccurate information;
- Post defamatory comments about the HyperCommunity or known affiliate partners.
- Promote products from a rival organization to known HyperCommunity members;
- Violate other laws by marketing products internationally that are not legal in all countries without an officially approved Disclaimer;
- Market particular products even if offered by Vendor if not legal in Member's country of residence.

4. Miscellaneous Provisions

4.1 Notices.

4.1.1 All Vendor notices or updates or requests pertinent to the terms of this Agreement, including any required revisions, and/or enforcement action will be given in writing and delivered to the Member electronically via email address registered with Vendor or in the back office of the Vendor's membership site, or both, at Vendor's discretion.

4.1.2 A general notice in the Vendor's back office as provided to each member is considered as a personal notice to the Member.

4.1.3 All of Member's notices or requests or responses to the Vendor will be given in writing in English, and delivered to live chat Support in the back office.

4.1.4 Member agrees that HyperCommunity, by itself or through third parties, may deliver/display advertisement or other messages (commercial and non-commercial) via e-mail, e-messages and other forms. The adopted forms, frequency and content are subjected to the factual provisions by HyperCommunity.

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Account Management

4.2.1 After the Member completes the registration process, Member obtains the right to use their HyperCommunity account. This right belongs to the initial applicant only. It is prohibited to give, borrow, rent, transfer or sell the account.

4.2.2 Member is responsible for maintaining the security of your registered account information and account password. Member needs to take legal responsibility for your registered account and your actions. You agree not to disclose your account or password information to others under any circumstances. When you suspect that someone else is using your account, you agree to notify the HyperCommunity Customer Service in your back office immediately.

4.2.3 Member shall abide by the terms of this Agreement and use the service correctly and appropriately. If Member violates any of the terms of this agreement, HyperCommunity has the right to terminate the service provided to your HyperCommunity platform account.

4.2.4 HyperCommunity reserves the right to withdraw the HyperCommunity platform account and platform username at any time. If such option is exercised, any member not having received their initial membership cost back would be entitled to reimbursement of that membership cost, but not the multiplied earned rewards.

4.3 Data Storage

4.3.1 HyperCommunity is not responsible for your failure to delete or store relevant data in this service.

4.3.2 HyperCommunity has the right to determine the maximum storage period of data for a single platform user in the service on a case-by-case basis, and allocate the maximum storage space for data on the server. You can back up the relevant data in the service according to your own needs.

4.3.3 If Member stops using the service or the service is terminated or cancelled, HyperCommunity may permanently delete your data from the server. HyperCommunity has no obligation to return any data to you after the service is stopped, terminated or cancelled.

4.4 Time is of the Essence

4.4.1 No extension or variation of this Agreement will operate as a waiver of this provision.

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Time is of the essence in this Agreement.

4.5 Privacy Protection of Platform Users

4.5.1 In the process of applying for this service, you may need to provide some necessary information. Please ensure that these informations are true, accurate, legal, valid and timely updated, so that Vendor can provide Member with timely and effective help, or provide Member with better service.

4.5.2 According to relevant laws, regulations, and policies, please fill in accurate information. If the information you fill in is incomplete or inaccurate, Member may not be able to use the service, or be restricted in its usage.

4.5.3 Vendor will work with members to protect personal information. Protecting personal information of members is a basic principle of the Vendor's platform. Without Member's consent, Vendor will not disclose personal information to any company, organization or individual other than Vendor, except as otherwise mandated by laws and regulations.

4.5.4 Members should fully respect the personal information of anyone who knows, receives or has access to this service, including but not limited to, other members. Members should not collect, copy, store, disseminate, or in any ways, use the personal information provided by other Members. They may be subjected to harsh penalties otherwise.

4.5.5 The Privacy Agreement posted on the Vendor's website is incorporated herein by reference.

4.6 Integration

4.6.1 This Agreement contains the entire Agreement and understanding by and between the Member and the Vendor and no representations, warranties, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect.

4.6.2 No representations or opinions expressed by other members will compete with this agreement or be binding on the company.

4.7 Choice of Law / Choice of Forum

4.7.1 This Agreement is deemed to be signed in the Hong Kong Special Administrative Region of the People's Republic of China (HKSAR), the location of the servers used by the Vendor.

4.7.2 The establishment and entry into force of this Agreement and the performance under this Agreement and its interpretation, and dispute resolution and all suits and special proceedings under this Agreement, shall be held and construed in accordance with and governed by the laws of the Hong Kong Special Administrative Region of the People's Republic of China (Hong Kong SAR) (excluding conflicts of laws).

4.7.3 If there is any dispute or dispute between Member and HyperCommunity, it should be settled through friendly negotiation first; if the negotiation fails, Member agrees to submit the dispute to the jurisdiction of the courts of Hong Kong SAR where the agreement is signed.

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Legal Responsibilities

4.8.1 If HyperCommunity discovers, or receives reports and complains that the Member violates this Agreement, HyperCommunity has the right to delete the relevant content at any time without notice; and according to the severity of the infraction, deal punishments that includes, but is not limited to, warnings, deletion of some or all accounts, subscribers, restrictions or prohibitions on the use of all or part of the platform services, account bans, while publicly announcing the punishments.

4.8.2 Member understands and agrees that HyperCommunity has the right to issue penalties for violations of relevant laws and regulations, or this Agreement; take appropriate legal actions against anyone who violates laws and regulations; and keep relevant information to report to relevant departments in accordance with laws and regulations. The Member shall bear all legal liabilities arising therefrom.

4.8.3 Member understands and agrees that any claim, demand or loss, including reasonable attorney's fees, caused or incurred by any third party as a result of your breach of this agreement or the relevant terms of service, will entitle HyperCommunity, Hypertech and its partner companies, and affiliated companies a suitable compensation by Member, in order to protect them from harm.

4.9 Independent Member

4.9.1 Each party is acting independently under this Agreement.

4.9.2 There is no employer / employee relationship.

4.9.3 The parties agree that this Agreement does not create a joint venture or a partnership between them.

4.10 Assignability and Severability

4.10.1 Vendor may revise its corporate structure from time to time, and at its own sole and exclusive discretion assign the performance and fulfilment of some or all of the Services under this Agreement to another company under this group, whether education, rewards or otherwise.

4.10.2 If Member is unhappy with such changes, Member may simply cease doing any rebuys and cease to be a member following the receipt of its last membership reward under this Agreement.

4.10.3 The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.

4.11 Agreement and Meaning

4.11.1 These Terms of Service, also referred to as “Agreement” or “Service Agreement” comprise the entire agreement between the parties.

4.11.2 The headings of all the terms of this Agreement are for convenience only. They have no actual meaning, and cannot be used as a basis for interpreting the meaning of this Agreement.

4.11.3 Regardless if certain terms of this Agreement are invalid or unenforceable, the remaining terms are still valid and binding on both parties.

4.11.4 HyperCommunity has the right to modify the terms of this agreement if necessary. Member can find the latest version of the Agreement terms on the relevant service page.

4.11.5 After the terms of this Agreement are changed, if you continue to use the services on the HyperCommunity platform, you are deemed to have accepted the revised agreement. If you do not accept the revised agreement, you should stop using the service.

4.11.6 By using these membership services, you are deemed to have read, and have agreed to be bound by this Agreement.

