

KEYNOTE

28th March 2024

Mr. Riaz Thingna

502, Palm Court, Road No. 9, TPS -IV,
Almedia Park,
Bandra (West),
Mumbai – 400 050

Dear Sir,

Reg: Appointment as an Independent Director

At the outset, we thank you for being on the Board of Director of the Company as an Independent Director. We have been continuously striving for the betterment of our internal functions and have been one of the fully compliant corporate entity. Your active participation and guidance will continue to go a long way in improving our processes.

As you are aware the Companies Act, 2013 require that a Company should issue appointment letter to all its Independent Directors.

This letter sets out the terms of your appointment as an Independent Director.

Kindly return the duplicate copy of the Terms of Appointment enclosed herewith, duly signed by you in confirmation.

We look forward to your continued support and guidance.

Thanking you,

Yours sincerely,

For **Keynote Financial Services Limited**


Vineet Suchanti
Managing Director
DIN No-00004031



Encl : as above

Keynote Financial Services Limited

The Ruby, 9th Floor, Senapati Bapat Marg, Dadar (West), Mumbai - 400028
Tel.: 91 22 6826 6000 • Fax: 91 22 6826 6088 Email: info@keynoteindia.net • Website: www.keynoteindia.net
CIN-L67120MH1993PLC072407

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28th March, 2024

Mr. Riaz Thingna

502, Palm Court, Road No. 9, TPS -IV,
Almedia Park,
Bandra (West),
Mumbai – 400 050

Reg: Appointment as an Independent Director

TERM OF APPOINTMENT

Dear Sir,

I am writing to confirm our decision to appoint you on the Board of Directors of Keynote Financial Services Limited (hereinafter referred to as KFSL or the Company) with effect from 28th March, 2024. This letter of appointment sets out the terms and conditions covering your appointment which are as follows:

1. APPOINTMENT

Your appointment will be for the initial term of 5 Years. As an Independent Director you will not be liable to retire by rotation.

The reappointment at the end of the term shall be based on the recommendation of Nomination and Remuneration Committee and subject to the approval of the Board and Shareholders.

2. COMMITTEE

The Board of Directors (the Board) may, if it deems fit, invite you for being appointed on one or more existing Board Committees or any such Committee that is set up in the future. Your appointment on such Committee(s) will be subject to the applicable regulations.

3. TIME COMMITMENT

As a Non-Executive Director you are expected to bring objectivity and independence of view to the Board's discussions and to help provide the Board with effective leadership in relation to the Company's strategy, performance, and risk management as well as ensuring high standards of financial probity and corporate governance. The Board meets

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atleast four times in a year. The Audit Committee also meets atleast four times in a year. Besides, there are other Committee meetings like Nomination and Remuneration Committee, Stakeholders' Relationship Committee which are ordinarily convened as per the provision of the Companies Act, 2013. You will be expected to attend Board, Board Committees to which you may be appointed and Shareholders meetings and to devote such time to your duties, as appropriate for you to discharge your duties effectively. Ordinarily, all meetings are held in Mumbai.

By accepting this appointment, you confirm that you are able to allocate sufficient time to meet the expectations from your role to the satisfaction of the Board.

4. CODE OF CONDUCT, FUNCTIONS AND DUTIES

You will be expected to perform your duties, whether statutory, fiduciary or common law, faithfully, efficiently and diligently to a standard commensurate with both the functions of your role and your knowledge, skills and experience. You will have all the usual duties of an independent director under Company law and applicable listing agreement of the NSE and BSE, including attendance at board meetings, the AGM, meetings of independent directors, meetings with investors and shareholders and such additional duties as may be agreed with the Board. You will be required to serve on such committees as the Board may request, including but not limited to Audit, and/or Nomination and remuneration and/or Stakeholders Relationship of Directors and or Sub-committee of Director. In addition, you will be expected to devote appropriate preparation and travel time ahead of each meeting.

As a Director of Keynote Financial Services Limited, you will have legal duties and obligations under Companies Act, 2013. It is expected that you will familiarize yourself with the relevant Director's Duties, roles and responsibilities as set out in **Annexure – I**.

5. STATUS OF APPOINTMENT

You will not be an employee of the Company and this letter shall not constitute a contract of employment. You will be paid such remuneration by way of setting fees for meetings of the Board as may be decided by the Board.

6. LIABILITY

As an independent director you will be liable only in respect of such acts of omission or commission by a company which had occurred with your knowledge, attributable through Board processes and with your consent or connivance or where you had not acted diligently.

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7. DISCLOSURES

You shall be required to submit certain information in the prescribed forms on a defined periodicity. Company Secretary shall be the coordinating officer for this.

You are required to disclose to the Company your interests and any matters (excluding those matters which may be subject to legal professional privilege) which affect your independence.

8. CODE OF CONDUCT FOR DIRECTORS AND CODE OF CONDUCT FOR PREVENTION OF INSIDER TRADING FOR EMPLOYEES, INCLUDING DIRECTORS

You are required to abide by the Code of Conduct for Directors and Code of Conduct for Prevention of Insider Trading for Employees, including Directors.

9. SEPARATE MEETING

You shall hold at least one meeting in a year; without the attendance of non-independent directors and members of management.

The meeting shall (a) review the performance of non-independent directors and the Board as a whole (b) review the performance of the Chairperson of the Company, taking into account the views of executive directors and non-executive directors; and (c) assess the quality, quantity and timeliness of flow of information between the company management and the Board that is necessary for the Board to effectively and reasonably perform their duties.

10. CONFLICT OF INTEREST

It is accepted and acknowledged that you may have business interests other than those of the Company. As a condition to your appointment commencing, you are required to declare any such directorships, appointments and interests to the Board in writing in the prescribed form at the time of your appointment. In the event that your circumstances seem likely to change and might give rise to a conflict of interest or, when applicable, circumstances that might lead the Board to revise its judgment that you are independent, this should be disclosed to both the Chairman and the Company Secretary.

11. CONFIDENTIALITY

All information acquired during your appointment is confidential to KFSL and should not be released, either during your appointment or following termination (by whatever means) to third parties without prior clearance from the Chairman unless required by law or by the rules of any stock exchange or regulatory body. On reasonable request, you shall surrender any documents and other materials made available to you by KFSL.

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Your attention is also drawn to the requirements under the applicable regulations and disclosure of price sensitive information and dealing in the securities of KFSL.

12. EVALUATION

Your performance evaluation shall be done by the entire Board of Directors. On the basis of the report of performance evaluation, it shall be determined whether to extend or continue the term of your appointment.

13. TERMINATION

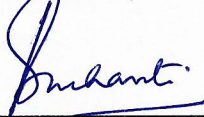
You may resign from your position at any time and should you wish to do so, you are requested to serve a reasonable written notice on the Board.

14. GOVERNING LAW

This agreement is governed by and will be interpreted in accordance with Indian law and your engagement shall be subject to the jurisdiction of the Indian courts.

If you are willing to accept these terms of appointment relating to your appointment as a non executive Independent Director of KFSL, kindly confirm your acceptance of these terms by signing and returning to us the enclosed copy of this letter.

Yours sincerely



Vineet Suchanti
Managing Director
(DIN No: 00004031)
For and on behalf of Keynote Financial Services Limited



I hereby acknowledge receipt of and accept the terms set out in this letter.

Signed 

Riaz Thingna

Dated: 28th March, 2024



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ANNEXURE I

POWER, DUTIES AND RESPONSIBILITY OF INDEPENDENT DIRECTOR

A. PROFESSIONAL CONDUCT

As an Independent director of the company, you shall :

- a) uphold ethical standards of integrity and probity;
- b) act objectively and constructively while exercising your duties;
- c) exercise your responsibilities in a bona fide manner in the interest of the Company.
- d) devote sufficient time and attention to your professional obligations for informed and balanced decision making;
- e) not allow any extraneous considerations that will vitiate his exercise of objective Independent judgment in the paramount interest of the Company as whole, while concurring in or dissenting from the collective judgment of the Board in its decision making;
- f) not abuse your position to the detriment of the Company or its shareholders or for the purpose of gaining direct or indirect personal advantage or advantage for any associated person;
- g) refrain from any action that would lead to loss of your independence;
- h) where circumstances arise which make you as an Independent Director lose your independence, you must immediately inform the Board accordingly;
- i) Assist the Company in implementing the best corporate governance practices.

B. ROLE AND FUNCTIONS

As an Independent director of the company, you shall :

- a) help in bringing an Independent judgment to bear on Board's deliberations especially on issues of strategy, performance, risk management, resources, key appointments and standards of conduct;

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- b) bring an objective view in the evaluation of the performance of board and management.
- c) scrutinize the performance of management in meeting agreed goals and objectives and monitor the reporting of performance.
- d) satisfy yourself on the integrity of financial information and that financial controls and the systems of risk management are robust and defensible;
- e) safeguard the interest of all stakeholders, particularly the minority shareholders;
- f) balance the conflicting interest of the stakeholders;
- g) determine appropriate levels of remuneration of executive Directors, key managerial personnel and senior management and have a prime role in appointing and where necessary recommend removal of executive Directors, key managerial personnel and senior management;
- h) moderate and arbitrate in the interest of the Company as whole, in situations of conflict between management and shareholder's interest.

C. DUTIES

As an Independent director of the Company, you shall;

- a) undertake appropriate induction and regularly update and refresh their skills, knowledge and familiarity with the Company;
- b) seek appropriate clarification or amplification of information and, where necessary, take and follow appropriate professional advice and opinion of outside experts at the expense of the Company;
- c) strive to attend all meetings of the Board of Directors and of the Board committees of which you are a member;
- d) participate constructively and actively in the committees of the Board in which you are a chairperson or a member;
- e) strive to attend the general meetings of the Company;
- f) ensure that your concerns about the running of the Company or a proposed action are addressed by the Board and, to the extent that they are not resolved, insist that their concerns are recorded in the minutes of the Board Meeting;
- g) keep yourself well informed about the Company and the external environment in which it operates;

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- h) not to unfairly obstruct the functioning of an otherwise proper Board or committee of the Board;
- i) pay sufficient attention and ensure that adequate deliberations are held before approving related party transactions and assure themselves that the same are in the interest of the Company.
- j) ascertain and ensure that the Company has an adequate and function vigil mechanism and to ensure that the interest of a person who uses such mechanism are not prejudicially affected on account of such use;
- k) not to unfairly obstruct the functioning of an otherwise proper Board or committee of the Board;
- i) pay sufficient attention and ensure that adequate deliberations are held before approving related party transactions and assure themselves that the same are in the interest of the Company;
- j) ascertain and ensure that the company has an adequate and functional vigil mechanism and to ensure that the interest of a person who uses such mechanism are not prejudicially affected on account of such use;
- k) report concerns about unethical behavior, actual or suspected fraud or violation of the Company's code of conduct or ethics policy;
- l) acting within your authority, assist in protecting the legitimate interest of the Company, shareholders and its employees;
- m) not disclose confidential information, including commercial secrets, technologies, advertising and sale promotion plans, unpublished price sensitive information, unless such disclosure is expressly approved by the Board or required by law.

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28th March, 2024

Mr. C. P. Ravindranath Menon

1304, Wallace Apartments Sleater Road,
Grant Road (West),
Mumbai – 400 007,

Dear Sir,

Reg: Appointment as an Independent Director

At the outset, we thank you for being on the Board of Director of the Company as an Independent Director. We have been continuously striving for the betterment of our internal functions and have been one of the fully compliant corporate entity. Your active participation and guidance will continue to go a long way in improving our processes.

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Thanking you,

Yours sincerely,

For **Keynote Financial Services Limited**


Yineet Suchanti
Managing Director
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Encl : as above

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As a Director of Keynote Financial Services Limited, you will have legal duties and obligations under Companies Act, 2013. It is expected that you will familiarize yourself with the relevant Director's Duties, roles and responsibilities as set out in **Annexure – I**.

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All information acquired during your appointment is confidential to KFSL and should not be released, either during your appointment or following termination (by whatever means) to third parties without prior clearance from the Chairman unless required by law or by the rules of any stock exchange or regulatory body. On reasonable request, you shall surrender any documents and other materials made available to you by KFSL.

Your attention is also drawn to the requirements under the applicable regulations and disclosure of price sensitive information and dealing in the securities of KFSL.

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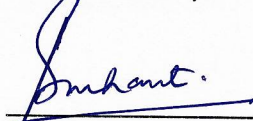
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If you are willing to accept these terms of appointment relating to your appointment as a non executive Independent Director of KFSL, kindly confirm your acceptance of these terms by signing and returning to us the enclosed copy of this letter.

Yours sincerely



Vineet Suchanti

Managing Director

(DIN No-00004031)

For and on behalf of Keynote Financial Services Limited



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Signed 

C. P. Ravindranath Menon

Dated: 28th March 2024

13

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- e) not allow any extraneous considerations that will vitiate his exercise of objective Independent judgment in the paramount interest of the Company as whole, while concurring in or dissenting from the collective judgment of the Board in its decision making;
- f) not abuse your position to the detriment of the Company or its shareholders or for the purpose of gaining direct or indirect personal advantage or advantage for any associated person;
- g) refrain from any action that would lead to loss of your independence;
- h) where circumstances arise which make you as an Independent Director lose your independence, you must immediately inform the Board accordingly;
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31st March 2025

Mr. Pankaj Joshi,
9, Sudarshan CHS,
Mahant Road,
Vile Parle (East),
Mumbai- 400057

Dear Sir,

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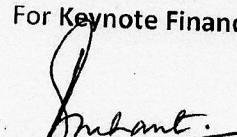
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Managing Director
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The Board of Directors (the Board) may, if it deems fit, invite you for being appointed on one or more existing Board Committees or any such Committee that is set up in the future. Your appointment on such Committee(s) will be subject to the applicable regulations.

3. TIME COMMITMENT

As a Non-Executive Director you are expected to bring objectivity and independence of view to the Board's discussions and to help provide the Board with effective leadership in relation to the Company's strategy, performance, and risk management as well as ensuring high standards of financial probity and corporate governance. The Board meets atleast four times in a year. The Audit Committee also meets atleast four times in a year. Besides, there are other Committee meetings like Nomination and Remuneration Committee, Stakeholders' Relationship Committee which are ordinarily convened as per

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ensuring high standards of financial probity and corporate governance. The Board meets atleast four times in a year. The Audit Committee also meets atleast four times in a year. Besides, there are other Committee meetings like Nomination and Remuneration Committee, Stakeholders' Relationship Committee which are ordinarily convened as per the provision of the Companies Act, 2013. You will be expected to attend Board, Board Committees to which you may be appointed and Shareholders meetings and to devote such time to your duties, as appropriate for you to discharge your duties effectively. Ordinarily, all meetings are held in Mumbai.

By accepting this appointment, you confirm that you are able to allocate sufficient time to meet the expectations from your role to the satisfaction of the Board.

4. CODE OF CONDUCT, FUNCTIONS AND DUTIES

You will be expected to perform your duties, whether statutory, fiduciary or common law, faithfully, efficiently and diligently to a standard commensurate with both the functions of your role and your knowledge, skills and experience. You will have all the usual duties of an independent director under Company law and applicable listing agreement of the NSE and BSE, including attendance at board meetings, the AGM, meetings of independent directors, meetings with investors and shareholders and such additional duties as may be agreed with the Board. You will be required to serve on such committees as the Board may request, including but not limited to Audit, and/or Nomination and remuneration and/or Stakeholders Relationship of Directors and or Sub-committee of Director. In addition, you will be expected to devote appropriate preparation and travel time ahead of each meeting.

As a Director of Keynote Financial Services Limited, you will have legal duties and obligations under Companies Act, 2013. It is expected that you will familiarize yourself with the relevant Director's Duties, roles and responsibilities as set out in **Annexure – I**.

5. STATUS OF APPOINTMENT

You will not be an employee of the Company and this letter shall not constitute a contract of employment. You will be paid such remuneration by way of setting fees for meetings of the Board as may be decided by the Board.

6. LIABILITY

As an independent director you will be liable only in respect of such acts of omission or commission by a company which had occurred with your knowledge, attributable through Board processes and with your consent or connivance or where you had not acted diligently.

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7. DISCLOSURES

You shall be required to submit certain information in the prescribed forms on a defined periodicity. Company Secretary shall be the coordinating officer for this.

You are required to disclose to the Company your interests and any matters (excluding those matters which may be subject to legal professional privilege) which affect your independence.

8. CODE OF CONDUCT FOR DIRECTORS AND CODE OF CONDUCT FOR PREVENTION OF INSIDER TRADING FOR EMPLOYEES, INCLUDING DIRECTORS

You are required to abide by the Code of Conduct for Directors and Code of Conduct for Prevention of Insider Trading for Employees, including Directors.

9. SEPARATE MEETING

You shall hold at least one meeting in a year; without the attendance of non-independent directors and members of management.

The meeting shall (a) review the performance of non-independent directors and the Board as a whole (b) review the performance of the Chairperson of the Company, taking into account the views of executive directors and non-executive directors; and (c) assess the quality, quantity and timeliness of flow of information between the company management and the Board that is necessary for the Board to effectively and reasonably perform their duties.

10. CONFLICT OF INTEREST

It is accepted and acknowledged that you may have business interests other than those of the Company. As a condition to your appointment commencing, you are required to declare any such directorships, appointments and interests to the Board in writing in the prescribed form at the time of your appointment. In the event that your circumstances seem likely to change and might give rise to a conflict of interest or, when applicable, circumstances that might lead the Board to revise its judgment that you are independent, this should be disclosed to both the Chairman and the Company Secretary.

11. CONFIDENTIALITY

All information acquired during your appointment is confidential to KFSL and should not be released, either during your appointment or following termination (by whatever means) to third parties without prior clearance from the Chairman unless required by law or by the rules of any stock exchange or regulatory body. On reasonable request, you shall surrender any documents and other materials made available to you by KFSL.

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KEYNOTE

Your attention is also drawn to the requirements under the applicable regulations and disclosure of price sensitive information and dealing in the securities of KFSL.

12. EVALUATION

Your performance evaluation shall be done by the entire Board of Directors. On the basis of the report of performance evaluation, it shall be determined whether to extend or continue the term of your appointment.

13. TERMINATION

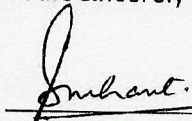
You may resign from your position at any time and should you wish to do so, you are requested to serve a reasonable written notice on the Board.

14. GOVERNING LAW

This agreement is governed by and will be interpreted in accordance with Indian law and your engagement shall be subject to the jurisdiction of the Indian courts.

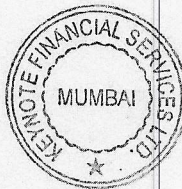
If you are willing to accept these terms of appointment relating to your appointment as a non executive Independent Director of KFSL, kindly confirm your acceptance of these terms by signing and returning to us the enclosed copy of this letter.

Yours sincerely



Vineet Suchanti
Managing Director
(DIN No-00004031)

For and on behalf of Keynote Financial Services Limited

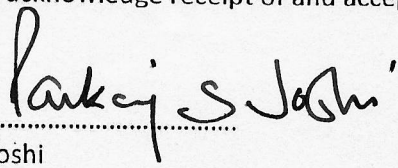


I hereby acknowledge receipt of and accept the terms set out in this letter.

Signed

Pankaj Joshi

Dated: 31st March 2025



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ANNEXURE I

POWER, DUTIES AND RESPONSIBILITY OF INDEPENDENT DIRECTOR

A. PROFESSIONAL CONDUCT

As an Independent director of the company, you shall :

- a) uphold ethical standards of integrity and probity;
- b) act objectively and constructively while exercising your duties;
- c) exercise your responsibilities in a bona fide manner in the interest of the Company.
- d) devote sufficient time and attention to your professional obligations for informed and balanced decision making;
- e) not allow any extraneous considerations that will vitiate his exercise of objective Independent judgment in the paramount interest of the Company as whole, while concurring in or dissenting from the collective judgment of the Board in its decision making;
- f) not abuse your position to the detriment of the Company or its shareholders or for the purpose of gaining direct or indirect personal advantage or advantage for any associated person;
- g) refrain from any action that would lead to loss of your independence;
- h) where circumstances arise which make you as an Independent Director lose your independence, you must immediately inform the Board accordingly;
- i) Assist the Company in implementing the best corporate governance practices.

B. ROLE AND FUNCTIONS

As an Independent director of the company, you shall :

- a) help in bringing an Independent judgment to bear on the Board's deliberations especially on issues of strategy, performance, risk management, resources, key appointments and standards of conduct;

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- b) bring an objective view in the evaluation of the performance of board and management.
- c) scrutinize the performance of management in meeting agreed goals and objectives and monitor the reporting of performance.
- d) satisfy yourself on the integrity of financial information and that financial controls and the systems of risk management are robust and defensible;
- e) safeguard the interest of all stakeholders, particularly the minority shareholders;
- f) balance the conflicting interest of the stakeholders;
- g) determine appropriate levels of remuneration of executive Directors, key managerial personnel and senior management and have a prime role in appointing and where necessary recommend removal of executive Directors, key managerial personnel and senior management;
- h) moderate and arbitrate in the interest of the Company as whole, in situations of conflict between management and shareholder's interest.

C. DUTIES

As an Independent director of the Company, you shall;

- a) undertake appropriate induction and regularly update and refresh their skills, knowledge and familiarity with the Company;
- b) seek appropriate clarification or amplification of information and, where necessary, take and follow appropriate professional advice and opinion of outside experts at the expense of the Company;
- c) strive to attend all meetings of the Board of Directors and of the Board committees of which you are a member;
- d) participate constructively and actively in the committees of the Board in which you are a chairperson or a member;
- e) strive to attend the general meetings of the Company;
- f) ensure that your concerns about the running of the Company or a proposed action are addressed by the Board and, to the extent that they are not resolved, insist that their concerns are recorded in the minutes of the Board Meeting;
- g) keep yourself well informed about the Company and the external environment in which it operates;

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- h) not to unfairly obstruct the functioning of an otherwise proper Board or committee of the Board;
- i) pay sufficient attention and ensure that adequate deliberations are held before approving related party transactions and assure themselves that the same are in the interest of the Company.
- j) ascertain and ensure that the Company has an adequate and function vigil mechanism and to ensure that the interest of a person who uses such mechanism are not prejudicially affected on account of such use;
- k) not to unfairly obstruct the functioning of an otherwise proper Board or committee of the Board;
- i) pay sufficient attention and ensure that adequate deliberations are held before approving related party transactions and assure themselves that the same are in the interest of the Company;
- j) ascertain and ensure that the company has an adequate and functional vigil mechanism and to ensure that the interest of a person who uses such mechanism are not prejudicially affected on account of such use;
- k) report concerns about unethical behavior, actual or suspected fraud or violation of the Company's code of conduct or ethics policy;
- l) acting within your authority, assist in protecting the legitimate interest of the Company, shareholders and its employees;
- m) not disclose confidential information, including commercial secrets, technologies, advertising and sale promotion plans, unpublished price sensitive information, unless such disclosure is expressly approved by the Board or required by law.

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