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e. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other addresses for a party as shall be specified in a notice given in accordance with this Section). If to Simplicity: 868 Corporate Way, Westlake, OH, 44145, Attention: CEO, with Copy to General Counsel at same address; and if to Provider, to Provider's mailing address set forth on the signature page hereto.

f. Headings and Captions. The headings and captions used in this Agreement may be considered in construing or interpreting this Agreement.

g. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. Delivery by facsimile or by electronic transmission in portable document format ("PDF") of an executed counterpart of this Agreement is as effective as a delivery of an originally executed counterpart of this Agreement.

h. Relationship of the Parties. The relationship of Simplicity and Provider is that

of independent contractors. Neither Party's employees, consultants, contractors or agents: (i) are agents, employees or joint ventures of the other, or (ii) have any authority to bind the other by contract or otherwise to any obligation, and Provider will not represent to the contrary, expressly, implicitly, or otherwise.