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DATE

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b. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Facsimile or Portable Document Format (PDF) signatures will be deemed original signatures for purposes of this Agreement.

c. Entire Agreement; Amendment. This Agreement sets forth the entire agreement of the parties on the subject hereof and supersedes all previous or contemporaneous oral or written representations or agreements relating to the rights and duties provided herein, and may not be modified or amended except by written agreement of the parties.

d. Force Majeure. Neither party shall be liable for any default or delay on its part in performing any obligation under this Agreement if such default or delay is caused by natural disaster, accident, war, civil disorder, strike or any other cause beyond the reasonable control of such party. In the event that either party is prevented by such an occurrence or circumstance for a period of more than ninety (90) days from fulfilling its obligations under this Agreement, the other party may terminate this Agreement upon thirty (30) days' written notice.

e. Governing Law. This Agreement shall be governed in all respects according to the laws of the State of New York without giving effect to the principles of conflict of law thereof.

f. Headings. All headings are for reference purposes only and shall not affect the meaning or interpretation of any provision hereof.

g. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under the present or future laws, then such provision shall be revised by a court of competent jurisdiction to be enforceable if permitted under applicable law, and otherwise shall be fully severable. In any event, this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement.

h. Status of the Parties. The parties are independent contractors. Nothing in this Agreement is intended to or shall be construed to constitute or establish any agency, joint venture, partnership or fiduciary relationship between the parties, and neither party has the right or authority to bind the other party nor shall either party be responsible for the acts or omissions of the other.

i. Waiver; Amendment. The waiver by either party of or the failure by either party to claim a breach of any provision of this Agreement shall not be, or be held to be, a waiver of any subsequent breach or affect in any way the further effectiveness of any such provision. No term or condition of this Agreement may be waived except by an agreement by the parties in writing.

j. Waiver of Jury Trial. EACH PARTY HEREBY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE OR LEGAL PROCEEDING ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF.

[Signature Page Follows]

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SIGNATURE PAGE

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