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This Agreement are governed by the laws of the Commonwealth of Massachusetts without giving effect to the conflicts of law provisions thereof. You agree that any dispute with respect to this Agreement shall be subject to the exclusive jurisdiction of the State courts located in Suffolk County, Massachusetts (or the United States District Court for the District of Massachusetts) and courts with appellate jurisdiction therefrom and you hereby submit to the personal jurisdiction of such courts over you and expressly waive any claim of improper venue and any claim that such courts are an inconvenient forum. You acknowledge that a breach of any provision of this Agreement would cause Stocktails irreparable injury and damages not remediable through monetary damages. Accordingly, you hereby waive any requirement for the securing or posting of any bond or other security or the showing of actual monetary damages or that money damages would not afford an adequate remedy in connection with a claim for equitable relief in relation to any such breach, threatened or actual, and such right shall be in addition to, and not in lieu of, any other rights and remedies available to Stocktails at law or in equity. In the event that Stocktails is the prevailing party in any action brought under this Agreement, you agree that Stocktails shall be entitled to reimbursement from you for any expenses incurred in connection with such proceeding (including reasonable attorney's fees, disbursements, costs of court and costs of litigation, if any).

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