

12. The relationship of the parties is that of independent contractors and neither may create any obligations or responsibilities on behalf of or in the name of the other. This Agreement does not create an agency, partnership or similar relationship between the parties. Neither party hereby acquires any rights to use in advertising, publicity or other marketing activities any name, trade name, trademark or other designation of the other party.
13. This Agreement shall be governed by, and construed in accordance with the laws of the State of Delaware without reference to any conflict of law legislation that may be applicable.
14. Notice by either party under this Agreement shall be in writing and personally delivered or given by registered mail, return receipt requested, overnight courier, facsimile confirmed by certified mail, addressed to the other party at its address given herein (or any such other address as may be communicated to the notifying party in writing) and shall be deemed to have been served if delivered in person, on the same day; if sent by facsimile, twenty four (24) hours after transmission; if sent by registered mail, five (5) days after deposit into the mail system, if sent by overnight courier, the next day.
15. In the event of invalidity of any provision of this Agreement, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Agreement, and further agree to substitute for such invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision.
16. This Agreement may not be assigned by either party without the prior written approval of the other party. Notwithstanding the foregoing, a party may assign this Agreement by providing notice to the other party to a subsidiary or affiliate or in the event of a merger, acquisition, change in control, or sale of all or substantially all of a party's assets. This Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.
17. Any failure by either party to enforce strict performance by the other party of any provision herein shall not constitute a waiver of the right to subsequently enforce such provision or any other provision of this Agreement.
18. Neither the execution of this Agreement or the exchange of Confidential Information shall be deemed an undertaking or a commitment for either party to enter into a commercial transaction with the other party.
19. This Agreement is the complete and exclusive statement of the agreement between the parties, and supersedes all prior written and oral communications and agreements relating to the subject matter hereof. This Agreement may only be modified by a written agreement signed by persons duly authorized to sign agreements on behalf of the parties.

IN WITNESS WHEREOF, each party hereto has executed this Agreement by a representative duly authorized as of the date set forth below.

Acuant, Inc.

By: _____

Print Name: _____

Title: _____

Date: _____

Blend Chan Consulting LLC

By: Kyle Tardon 

Print Name: Kyle Tardon

Title: President / Owner

Date: 12/12/2019