

CHEQUEDISCOUNT.COM

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (“AGREEMENT”) GOVERNS YOUR PARTICIPATION, INTERACTION, AND USE OF CHEQUEDISCOUNT.COM’S SERVICES, PRODUCT OFFERINGS, LEGAL SERVICES, LOGISTICS, DATA SYSTEMS, ET. AL. THIS IS A BINDING AGREEMENT BETWEEN YOU (THE “CUSTOMER”) AND CHEQUEDISCOUNT.COM (THE “COMPANY”) INCLUDING BUT NOT LIMITED TO ITS FOUNDERS, INVESTORS, ASSOCIATES, AND DEVELOPERS. PLEASE READ THE AGREEMENT CAREFULLY. BY USING CHEQUEDISCOUNT’S SERVICES IN ANY MANNER YOU AGREE THAT YOU HAVE READ AND AGREE TO BE BOUND BY AND A PARTY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, PLEASE CLICK THE “CANCEL” OR “BACK” BUTTON AND DO NOT USE CHEQUEDISCOUNT’S SERVICES.

This Agreement was last updated on March 2, 2019. It is effective between the Company and Customer as of the date of Customer accepting this Agreement (thereafter known as the “Effective Date”), wherein such that the Customer acknowledges that upon interaction and/or use with the platform, they accept and wilfully understand all the clauses, liabilities, warranties, and risk factors associated with the interaction and use of the services offered by the Company. The Customer acknowledges that they fully understand and wilfully consent to interacting with this platform in its trial format as a testing platform and regulatory sandbox where applicable, and that any and all legal liability associated therein and thereof are fully the responsibility of the Customer.

1. Services

1. Description of the Services. The Company offers to its users depending on the manner and means of interaction, the ability via an online post-dated cheque marketplace that connects original payees with willing second endorsees wherein private and confidential settlements are processed; this service includes but is not limited to the logistics, legal process handling, and fund handling/clearing/escrow of the assets thereof. The Services may be modified at any time the sole discretion of the Company with or without prior notification to Customer, provided, however, that the Company will provide written notice to Customer’s designated admin user(s) or to their listed registered contact accounts or registered business address or representative if any modification would result in the removal of any material functionality of the Services. Customer and Customer’s Users (defined as individuals who are authorized by Customer to use the Services on Customer’s behalf, including, but not limited to, employees, consultants, contractors, agents, and third parties with which Customer transacts business) may use the Services for personal and business use or for internal business purposes in the organization that Customer represents. Any plug-ins, agents, administrative code or other software obtained by Customer in connection with the Services and controlled by the Company (whether downloaded by Customer or any Customer’s User, collectively “Software”) is deemed to be a part of the Services and is subject to all of the terms of this Agreement, including without limitations the disclaimers, limitations and restrictions herein relating to the Services. the Company retains all right, title and interest in and to the Services and Software, including without limitation all software used to provide the Services (excluding open source software) and all logos, trademarks, patents and copyrights reproduced and used through the Services. This Agreement does not grant Customer or

Customer's Users any intellectual property rights in or to the Services, the Software or any of their respective components.

2. License to Use Services. During the Term (defined below), and subject to compliance with the terms of this Agreement, the Company grants Customer and Customer's Users (who are bound by obligations and restrictions consistent with this Agreement) a limited, non-exclusive, non-sublicensable, non-transferable license to use the Services and Software (the "License").
3. Purchased Services. "Purchased Services," as distinguished from the Services that may be offered under a Free Trial (as defined in Section 1(d)), will be made available to Customers who pay for the Company Services. Payment may be made directly via forms provided on the Company's Website, or pursuant to separate agreements that are entered into between Customer and the Company from time to time ("Order Forms") or via other predetermined channels. Order Forms shall be deemed incorporated herein by reference and governed hereby unless otherwise indicated thereon.
 - Purchased Services will be available during their subscription term (as defined based on the plan selected by Customer during payment via the Company Website where and when applicable, or via a relevant Order Form or via predetermined channels), and Customer agrees that no Purchased Services are purchased in reliance or contingent on the delivery of any future functionality or features, or in reliance or dependent on any oral or written public comments made by the Company regarding future functionality or features.
 - Unless otherwise specified in an applicable Order Form, (i) Purchased Services include a specified number of end-user accounts ("End-Users") and may also include specific functionality or integrations (for example including but not explicitly limited to the following: Active Directory, ComplyAdvantage, DocuSign, Google Suite Services, Amazon Web Service, DigitalOcean, or other authentication system integrations or web infrastructure systems), (ii) additional Purchased Services or End-Users may be added during the subscription term at the price specified on the the Company website, or in an applicable Order Form or via other predetermined channels as necessary;
 - End-Users accounts cannot be shared or used by more than one designated user, but may be reassigned to a new End-User replacing a former End-User where applicable
4. Free Trial. From time to time and in its sole discretion, the Company may offer Customer a free trial of one or more Services ("Free Trial"). During a Free Trial, Bitium will make such Service(s) available to Customer on a trial basis free of charge until the earlier of (a) the end of the Free Trial period (as specified by the Company) or (b) the start date of any Purchased Services ordered by Customer. Additional trial terms and conditions may appear on the registration web page for the Free Trial. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding on Customer.
 - ANY DATA CUSTOMER ENTERS INTO THE SERVICES, AND ANY CUSTOMIZATIONS MADE TO THE SERVICES BY OR FOR CUSTOMER, DURING A FREE TRIAL MAY BE PERMANENTLY LOST UNLESS CUSTOMER PURCHASES A SUBSCRIPTION TO THE SAME SERVICES AS THOSE COVERED BY THE FREE TRIAL, PURCHASES UPGRADED SERVICES, OR EXPORTS SUCH DATA, BEFORE THE END OF THE FREE TRIAL PERIOD.

- NOTWITHSTANDING SECTION 6 (WARRANTY AND DISCLAIMER), DURING THE FREE TRIAL THE SERVICES ARE PROVIDED “AS-IS” WITHOUT ANY WARRANTY.

5. Beta Services. the Company may offer certain Services as closed or open beta services (“Beta Service” or “Beta Services”) for the purpose of testing and evaluation by the Company. Customer agrees that the Company has the sole authority and discretion to determine the period of time for testing and evaluation of Beta Services. the Company will be the sole judge of the success of such testing and the decision, if any, to offer the Beta Services as the Services commercially. Customer is under no obligation to acquire a subscription to use any paid Service as a result of a subscription to any Beta Service. The Company reserves the right to fully or partially discontinue, at any time and from time to time, temporarily or permanently, any of the Beta Services with or without notice. Customer agrees that the Company will not be liable to Customer or to any third party for any harm related to, arising out of, or caused by the modification, suspension or discontinuance of any Beta Services at any time and/or for any reason.
2. Use of the Services
 1. Company’s Responsibilities. the Company will: (i) provide commercially acceptable levels of support for the Services, (ii) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (a) scheduled maintenance and downtime (regularly scheduled for Saturday at 0000 hrs UTC +0; if other scheduled downtime is required, the Company will give at least 24-hour notice via the Services and/or email, and will use commercially reasonable efforts to schedule during non-business hours in the ASEAN Region), or (b) any unavailability caused by circumstances beyond the Company’s reasonable control, including without limitations, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems, internet service provider failures or delays, or denial of service attacks, and (iii) provide the Services in accordance with applicable laws and government regulations.
 2. Data Protection. Subject to Sections 1(d) and 1(e), the Company will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of all electronic data or information submitted by Customer to the Services (“Customer Data”). the Company will not (i) modify Customer Data, (ii) disclose Customer Data except as compelled by law or as expressly allowed in writing by Customer, or (iii) access Customer Data except to provide the Services or to address or prevent service or technical problems. This privacy policy applies only to the Services and does not apply to any the Non-Company Providers (as defined in Section 3(a)), including, but not limited to, any Third-Party Application (as defined in Section 3(a)) or Third-Party Website accessed through the Company. The Company will also abide by data protection standard in the specific markets where the Company and the Customers exist where applicable; but the Customer acknowledges that they consent to their Customer Data being used for analysis and market research.
 3. Customer Responsibilities. Customer will: (i) be responsible for compliance with this Agreement by Customer and Customer’s Users, (ii) be responsible for the accuracy, quality and legality of Customer Data and the means by which Customer Data is collected, (iii) use reasonable efforts to prevent unauthorized access to or use of the Services or Software, and notify the Company immediately of any such unauthorized access or use, and (iv) use the Services and Software only in accordance with the Company instructions and all applicable laws and government regulations. Customer will not (a) make the Services or Software available to anyone other than Customer’s Users, (b) sell, resell, rent, lease, license or

sublicense the Services or Software, (c) use the Services or Software to store or transmit libelous, infringing or otherwise unlawful or tortious material, or to store or transmit material in violations of third-party privacy rights, (d) use the Services or Software to store or transmit viruses, worms, time bombs, Trojan horses, or other harmful or malicious code, files, scripts, agents, or programs, (e) interfere with or disrupt the integrity or performance of the Services or Software or third-party data contained therein, (f) attempt to gain unauthorized access to the Services or their related systems or networks or Software, or (g) violate any intellectual property rights of the Company, including but not limited to, the Company trademarks, copyrights, patents, etc.

4. Customer Passwords Provided Outside of the Company Services. In the event that Customer intentionally or accidentally provides the Company with usernames, passwords, or other credential information (collectively, "Credentials") outside of the the Company Services (for example, via email, customer support communications, access to documents, and/or other insecure means of communication), the Company is not responsible for any consequences resulting from such un-secured disclosure of Credentials. In the event that this type of disclosure occurs, it is Customer's responsibility to ensure that Credentials are changed or otherwise secured in order to prevent any unauthorized access or other consequences.
 5. Know-Your-Customer, Anti-Money Laundering, and Anti-Financing of Terrorism (KYC, AML, AFT) Compliance. The Customer hereby acknowledges that they do not, both in the present effective date and time of this agreement, in the past prior to the effective date, and in the future into perpetuity, directly, and/or indirectly assist or support the financing of terrorism, organized crime, illegal acts relevant in the jurisdiction of oversight of the Company and the Customer, and likewise support, transact, or engage with money laundering or illegal tax evasion. In compliance of the aforementioned terms, the Customer agrees to disclose the necessary documentation and declarations on an as need basis; whereby failure to comply with any of the terms above will result in immediate termination of the service.
3. NON-CHEQUEDISCOUNT PROVIDERS AND AFFILIATED THIRD PARTY SERVICES
1. Acquisition of Non-Company Products and Services. the Company may from time to time make available to Customer (e.g., through the the Company App Marketplace) third-party products or services (collectively "Third-Party Applications," and their providers "Non-Company Providers"). Any acquisition by Customer of any such Third-Party Application, and any exchange of data between Customer and any Non-Company Provider, is solely and shall be exclusively be governed by an agreement between Customer and such Third-Party Application. Customer acknowledges and agrees that the Company does not warrant or support Third-Party Applications. Subject to Section 3(c) (Integration with Third-Party Applications), no purchase of Third-Party Applications is required to use the Services except a supported computing device, operating system, web browser and Internet connection.
 2. Third-Party Applications and Your Data. If Customer installs or enables Third-Party Applications for use with the Services, Customer acknowledges and agrees that the Company may allow Non-Company Providers to access Customer Data as necessary for the interoperation of such Third-Party Applications with services other than the Services. the Company shall not be responsible for any disclosure, modification or deletion of Customer Data resulting from any such access by any Non-Company Providers.
 3. Integration with Third-Party Applications. The Services may contain features designed to interoperate with Third-Party Applications. To use such features, Customer may be required to obtain access to such Third-Party Applications from their Non-Company Providers. In the Company's sole discretion, if the Non-Company Provider of any such Third-Party

Application ceases to make the Third-Party Application available for interoperation with the corresponding Service features on reasonable terms, the Company may cease providing such Service features with or without notice at any time, and without entitling Customer to any refund, credit, or other compensation from the Company.

4. FEES AND PAYMENT FOR PURCHASED SERVICES

1. Fees. If Customer buys Purchased Services or engages with specific interactions or features on the platform offered the Company then, Customer shall pay all fees in accordance with the terms hereunder. Except as otherwise specified herein, (i) fees are based on the Services and number of End-User accounts purchased or subsequently added as End-Users in the Services and not actual usage by Users, and (ii) payment obligations are non-cancelable and fees paid are non-refundable.
2. Invoicing and Payment. Concurrently with Customer accepting this Agreement and electing to use Purchased Services, Customer will provide the Company with valid and updated credit card information, banking details, or other relevant payment information via the appropriate forms on the Company's Website or other channels if prior arrangement was made. The Customer may elect to make payment via a check made payable to as predefined individual or corporate entity associated or controlled by the Company. If Customer provides credit card information to the Company, Customer authorizes the Company to charge such credit card for the level of Services selected as listed on the payment page or Order Form for the initial subscription term selected, and any applicable renewal subscription term(s). Charges shall be made in advance, in accordance with the billing frequency selected via the the Company Website or stated in the applicable Order Form. If an Order Form specifies that payment will be by a method other than a credit card, the Company will invoice Customer in advance in accordance with the relevant Order Form. Unless otherwise stated in an Order Form, invoiced charges are due net 24 hours from the invoice date and time. Customer is responsible for providing complete and accurate billing and contact information to the Company and notifying the Company of any changes to such information.
3. Upgrades. If any of Customer's authorized End-Users (i.e. admin-level users) upgrades Customer's Services plan or increases the number of Customer's End-Users, any incremental fees associated with such upgrade will be prorated over the remaining period of the then-current subscription Term, charged to Customer's account, and due and payable upon implementation of such upgrade. In any future renewal Term, fees will reflect any such upgrades, if applicable.
4. Overdue Charges. If any charges are not received from Customer by the due date and time, then at the Company's discretion, (a) such charges may accrue late interest at the rate of 100% of the outstanding balance due, or the maximum rate permitted by law where applicable with the legal recourse taking precedent, whichever is higher, from the date such payment was due until the date paid, and/or (b) the Company may condition future subscription renewals and Order Forms on payment terms shorter than those specified in Section 4(b) (Invoicing and Payment).
5. Suspension of Service and Acceleration. If any amount owing by Customer under this or any other agreement (e.g. Order Form) for any Services is 72 hours or more overdue, the Company may, without limiting other rights and remedies, accelerate Customer's payment obligations under such agreements so that all unpaid amounts become immediately due and payable, and suspend all Services to Customer until such amounts are paid in full or decide to terminate the specified transaction and engage specifically applicable legal remedies. The Company may engage in certain activities and channels in order to remedy the situation in a

mutually beneficial manner to all related parties, who may or may not be directly or indirectly involved.

6. Taxes. Unless otherwise stated, the Company's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any barangay, local/city/municipal, provincial, national, and/or foreign jurisdiction (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with purchases hereunder. If the Company has the legal obligation to pay or collect Taxes for which Customer is responsible under this paragraph, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides the Company with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, the Company is solely responsible for taxes assessable against it based on the Company's income, property and employees; where and when applicable should the need arise in the present or future time.
5. Restrictions. Customer may not access the Services if it is a direct competitor to the Company and may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes. Customer will not reproduce, modify, translate, or create derivative works of the Services, any underlying ideas, technology, or related Software, or any portion thereof. Customer shall not copy, rent, sell, lease, license, sublicense, distribute, pledge, assign, or otherwise transfer, encumber rights to, or allow access to the Services, Software or any part thereof or use them for the benefit of any third party. Customer shall not reverse assemble, reverse compile or reverse engineer any Software or the Services, or otherwise attempt to discover any such Software source code, object code, or underlying Proprietary Information (as that term is defined below). Customer shall not remove or otherwise alter any proprietary notices or labels from the Services, Software or any portion thereof. If the Customer is an agency, department, or other entity of any government, (i) the use, duplication, reproduction, release, modification, disclosure, or transfer of this product, or any related documentation of any kind, including technical data, software, and manuals, will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement, and (ii) no rights other than those provided hereunder are conferred. The Services and Software are developed fully at private expense.
6. Warranty and Disclaimer. THE PARTIES ACKNOWLEDGE THAT THE SERVICES AND SOFTWARE ARE PROVIDED "AS IS" EXCEPT FOR ANY EXPRESS WARRANTIES SET FORTH HEREIN. BITIUM AND ITS AFFILIATES HEREBY DISCLAIM ALL WARRANTIES RELATING TO THE SERVICES OR SOFTWARE OR OTHER SUBJECT MATTER OF THIS AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES AGAINST INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER THE COMPANY NOR ITS AFFILIATES MAKES ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR SOFTWARE, OR THAT THE SERVICES OR SOFTWARE WILL BE ERROR-FREE OR AVAILABLE AT ANY GIVEN TIME.
7. Limitation of Liability and Damages. NEITHER THE COMPANY NOR ITS AFFILIATES SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY (A) FOR ERROR OR INTERRUPTION OF USE, LOSS OR INACCURACY OR CORRUPTION OF DATA, INCLUDING WITHOUT LIMITATIONS CUSTOMER DATA, (B) FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES, RIGHTS, OR TECHNOLOGY, (C) FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO LOSS OF REVENUES AND LOSS OF PROFITS, (D) FOR AMOUNTS THAT,

IN THE AGGREGATE, EXCEED THE FEES PAID TO THE COMPANY HEREUNDER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM, OR \$100 OR EQUIVALENT CURRENCY AT THE PREVAILING MARKET EXCHANGE RATE, WHICHEVER IS GREATER, OR (E) FOR ANY MATTER BEYOND THE COMPANY'S REASONABLE CONTROL.

8. Indemnification. Customer agrees to indemnify and hold harmless the Company, its officers, directors, employees, suppliers, affiliates, investors, associates, counsels, and consultants, from and against any losses, damages, fines and expenses (including attorney's fees and costs) arising out of or relating to any claims that Customer has used the Services or Software in violation of another party's rights, in violation of any law, in violations of any provisions of this Agreement or any Order Form, or any other claim related to Customer's use of the Services or Software. In cases where Customer uses the Services or Software to access a Third-Party Website or Third-Party Application, Customer is solely responsible for reviewing and abiding by such Third-Party Website or Third-Party Application's terms and conditions, and the Company is not responsible for Customer's violation thereof, even if the Third-Party Website or Third-Party Application is accessed using the Services or Software, and Customer agrees to indemnify the Company under this Section 8 for any such violation.
9. No Endorsement. NO ENDORSEMENT OF OR PARTICIPATION BY ANY THIRD PARTY SHOULD BE INFERRED DUE TO ANY REFERENCE TO THAT THIRD PARTY OR INCLUSION OF DATA RELATING TO THAT THIRD PARTY IN CONNECTION WITH THE SERVICES. The Services may allow Customer to interface with a variety of Third-Party Applications obtained separately by Customer. the Company is not responsible for the operation or functionality of such Third Party Applications. While the Company may, in its sole discretion, customize the Services to interoperate with various Third Party Applications, (i) Bitium cannot and does not guarantee that the Services shall interoperate (or continue to interoperate) with any particular Third Party Application, and (ii) the Company's support obligations set forth in this Agreement shall not extend to any Third Party Application.
10. Term and Termination
 1. Term of Agreement. This Agreement commences on the date Customer and/or Customer's Users accepts it by using the Services and continues until all use of the Services granted in accordance with this Agreement has expired or the License has been terminated (the "Term").
 2. Term of Purchased Services. Purchased Services purchased by Customer commence on the date payment is made via the the Company Website (or the "Services Start Date" specified in an applicable Order Form) and continue for the term specified upon payment. Unless otherwise specified in an applicable Order Form, the Term of all Purchased Services shall be on a per transaction basis with Customer Data preserved on the servers of the Company for at least 60 days (regardless of payment frequency) and shall not automatically renew for additional terms, unless either party gives the other party a notice of renewal at any point before or at the prompt at the moment of the end of the then-applicable subscription term. The per-unit pricing of the applicable transaction including variable fees occurred from the Company's interaction with essential partners and Third-Party Service Provider during any such term shall be the prevailing market rate at the time of the transaction during the term unless the Company has given Customer written notice of a pricing increase at least prior to agreement, in which case the pricing increase shall be effective upon renewal and thereafter.
 3. Termination. Subject to Section 4(d), Customer agrees that the Company may suspend or terminate access to the Services or Software without notice if: (a) the Company determines that Customer or any Customer's User has violated this Agreement or (b) the Company is required to do so by any court or government authority in any country. The Company may, upon such termination, deactivate or delete Customer's account and any related data,

information, and files, and bar any further access to such data, information, and files. Such action may include, among other things, accessing Customer Data and/or discontinuing Customer's or Customer's Users' use of the Services or Software without refund or compensation. Customer agrees that the Company has no obligation to monitor Customer's or Customer's Users' use of the Services or Software but has the right to do so to ensure compliance with this Agreement, or to comply with any law, order, or requirement of any court or government authority in any country.

11. Use of Logo. the Company may use Customer's logo on the the Company website as a customer reference unless customer objects to such use in writing. Customer also agrees to let the Company produce and publish (with prior approval of both parties) materials (i.e. case study and quote on the Company's website) highlighting Customer's use of the Company services
12. Notice. All notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the third business day after mailing, or (iii) the second business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Billing-related notices to Customer will be addressed to the relevant contact designated on the Order Form.
13. Assignment. Neither the rights nor the obligations arising under this Agreement are assignable or transferable by Customer, and any such attempted assignment or transfer shall be void and without effect automatically. The Company may freely assign its rights and obligations under this Agreement and transfer this Agreement without Customer's consent.
14. Controlling Law, Attorneys' Fee and Severability. This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines and other relevant legal domains to be determined at a future date at the sole discretion of the Company. With respect to all disputes arising in relation to this Agreement, the parties consent to exclusive jurisdiction and venue in the state and local courts located in the Republic of the Philippines and other relevant legal domains to be determined at a future date at the sole discretion of the Company. In any action to enforce this Agreement the prevailing party will be entitled to costs and attorneys' fees. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.
15. Arbitration. Any controversy or claim arising out of or relating to this Agreement shall be settled by binding arbitration in accordance with the commercial arbitration rules of the relevant local and/or national arbitration regulations at the sole discretion of the Company. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The decision of the arbitrator shall be final and non-appealable. The arbitration shall be conducted in the legal jurisdiction to be determined at the sole discretion of the Company and judgment on the arbitration award may be entered into any court having jurisdiction thereof. Notwithstanding anything to the contrary, the Company may at any time seek injunctions or other forms of equitable relief from any court of competent jurisdiction.
16. Independent Contractors. The parties are independent contractors under this Agreement, and nothing herein shall constitute either party as the employer, employee, agent, or representative of the other party, or both parties as joint venturers or partners for any purpose, and in addition the parties here may or may not be treated as customers in a strictly legal and commercial and tax aspect as necessary or financially or economically or legally convenient.
17. Entire Agreement, Severability, Waiver. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and any and all written or oral agreements heretofore existing between the parties hereto and related to the subject matter hereof are expressly canceled. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof

or of any other provision. If the Company does not exercise or enforce any legal right or remedy contained in this Agreement, this will not be taken to be a formal waiver of the Company's rights and those rights or remedies will still be available to the Company.