

## CONTRIBUTOR AGREEMENT

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## 2. Transfer Options

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### **3. AGREEMENT**

You confirm that:

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## 6. MISCELLANEOUS

6.1 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the \_\_\_\_\_ excluding its conflicts of law provisions. Under certain circumstances, the governing law in this section might be superseded by the United Nations Convention on Contracts for the International Sale of Goods ("UN Convention") and the parties intend to avoid the application of the UN Convention to this Agreement and, thus, exclude the application of the UN Convention in its entirety to this Agreement.

6.2 Miscellaneous Provisions. This Agreement sets out the entire agreement between You and Us for your Contributions to Us and overrides all other agreements or understandings. Either party may assign the rights and obligations under the Agreement to any third party if the third party agrees, as a condition of the assignment, in writing to abide by the rights and obligations in the Agreement. The failure of either party to require performance by the other party of any provision of this Agreement in one situation shall not affect the right of a party to require such performance at any time in the future and a waiver of performance under a provision in one situation shall not be considered a waiver of the performance of the provision in the future or a waiver of the provision in its entirety. If any provision of this Agreement is found void and unenforceable, such provision will be replaced to the extent possible with a provision that comes closest to the meaning of the original provision and which is enforceable. The terms and conditions set forth in this Agreement shall apply notwithstanding any failure of essential purpose of this Agreement or any limited remedy to the maximum extent possible under law.

The parties agree to the terms of the Agreement and indicate such agreement as described in \_\_\_\_\_.

YOU (Legal Entity)

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Us

\_\_\_\_\_  
Name:

Title:

Address: