

TERMS AND CONDITIONS

1. THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU (sometimes referred to herein as “Finder”). PLEASE READ IT CAREFULLY.

BY USING THIS WEBSITE (the “Site”), YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT, AND YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS (these “Terms”). YOU AFFIRM THAT IF YOU ARE USING THIS SITE ON BEHALF OF AN ORGANIZATION OR COMPANY, YOU HAVE THE LEGAL AUTHORITY TO BIND ANY SUCH ORGANIZATION OR COMPANY TO THESE TERMS.

YOU MAY NOT USE THIS SITE IF YOU (A) DO NOT AGREE TO THESE TERMS, (B) ARE NOT THE OLDER OF (i) AT LEAST 18 YEARS OF AGE OR (ii) LEGAL AGE TO FORM A BINDING CONTRACT WITH CC3 SOLUTIONS, LLC, OR (C) ARE PROHIBITED FROM ACCESSING OR USING THIS SITE OR ANY OF THIS SITE’S CONTENTS OR SERVICES BY APPLICABLE LAW.

These Terms are subject to change by CC3 Solutions, LLC (referred to hereinafter as “Custom” or “us”, “we”, or “our” as the context may require) (Finder, together with Custom, the “Parties”, and each, a “Party”) without prior written notice at any time, in our sole discretion. Any changes to the Terms will be in effect as of the date the revised Terms are posted on the Site. You should review these Terms prior to using this Site. Your continued use of this Site after a change in these Terms will constitute your acceptance of and agreement to such changes.

These Terms are an integral part of the Website Terms of Use that apply generally to the use of our Site. You should also carefully review our Privacy Policy before using this Site.

2. Definitions. Capitalized terms have the meanings set forth or referred to in this Section, or in the Section in which they first appear in these Terms.

“Action” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, whether civil, criminal, administrative, regulatory or other, and whether at law, in equity or otherwise.

“Affiliate” of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

“Authorized Users” means all Persons authorized by Finder to access and use the Services under these Terms.

“**Claim**” means any Action brought against a Person entitled to indemnification under Section 12.

“**Customer**” means a seller that has sold a Product to Custom pursuant to a Purchase Contract through the sales efforts of Finder.

“**Disclosing Party**” has the meaning set forth in Section 10.1.

“**Hosted Services**” means the hosting, management and operation of the Software and other services for remote electronic access and use by the Finder and its Authorized Users.

“**High Price**” means, with respect to a Product, what Custom is willing to pay for such Product under a Purchase Contract, which shall be the highest price quoted by the Hosted Service (as the same may be revised downward at any time prior to Custom entering into the Purchase Contract with the Customer).

“**Intellectual Property Rights**” means all intellectual property and industrial property rights comprising or relating to: (a) Patents; (b) Trademarks; (c) internet domain names, whether or not Trademarks, registered by any authorized private registrar or governmental authority, web addresses, web pages, websites, and URLs; (d) works of authorship, expressions, designs, and design registrations, whether or not copyrightable, including copyrights and copyrightable works, software, and firmware, application programming interfaces, architecture, files, records, schematics, data, data files, and databases and other specifications and documentation; (e) Trade Secrets; and (f) all other intellectual property and industrial property rights, and all rights, interests, and protections that are associated with, equivalent or similar to, or required for the exercise of, any of the foregoing, however arising, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, such rights or forms of protection pursuant to the Laws of any jurisdiction throughout in any part of the world.

“**Law**” means any statute, law, ordinance, regulation, rule, code, constitution, treaty, common law, governmental order, or other requirement or rule of law of any governmental authority.

“**Patents**” means all patents (including all reissues, divisionals, provisionals, continuations, and continuations-in-part, re-examinations, renewals, substitutions, and extensions thereof), patent applications, and other patent rights and any other governmental authority-issued indicia of invention ownership (including inventor’s certificates, petty patents, and patent utility models).

“**Person**” means any individual, partnership, corporation, trust, limited liability entity, unincorporated organization, association, governmental authority, or any other entity.

“**Personnel**” means agents, employees, or subcontractors engaged or appointed by Custom or Finder.

“**Products**” means cellular telephones, tablets, and other mobile devices, computers, and other electronics.

“**Purchase Contract**” means a contract or arrangement entered into between Custom and a Customer for the purchase of Products by Custom from such Customer.

“**Receiving Party**” has the meaning set forth in Section 10.1.

“**Representatives**” means a Party’s Affiliates, employees, officers, directors, partners, shareholders, agents, attorneys, third-party advisors, successors, and permitted assigns.

“**Software**” means the Custom quotation software application or applications and any third-party or other software, and all new versions, updates, revisions, improvements and modifications of the foregoing, that Custom provides remote access to and use of pursuant to these Terms.

“**Spread**” means, with respect to a Product, the difference between the High Price and the sales price actually paid to the Customer or its designee pursuant to the Purchase Contract.

“**Trademarks**” means all rights in and to US and foreign trademarks, service marks, trade dress, trade names, brand names, logos, trade dress, corporate names, and domain names and other similar designations of source, sponsorship, association, or origin, together with the goodwill symbolized by any of the foregoing, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection in any part of the world.

“**Trade Secrets**” means all inventions, discoveries, trade secrets, business and technical information and know-how, databases, data collections, patent disclosures, and other confidential and proprietary information, and all rights therein.

3. Status as Independent Contractor.

3.1 Finder is an independent contractor pursuant to these Terms.

3.2 Nothing in these Terms creates any agency, joint venture, partnership, or other form of joint enterprise, employment, or fiduciary relationship between the Parties or an employee/employer relationship. Neither Party has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement, or undertaking with any Customer or other third party.

3.3 The operations of the Finder are subject to the sole control of Finder. All Personnel of Finder are employees or Representatives of the Finder and not of Custom. Without limitation of the foregoing, Finder is solely responsible for, at its own expense:

(a) providing such office space and facilities, and such Personnel (and their training) as may be necessary to carry out its obligations under these Terms;

(b) compensating all Finder Personnel for any services rendered in connection with the performance of its obligations under these Terms;

(c) covering all Personnel under any applicable social benefit laws (including workers' compensation and applicable state disability insurance); and

(d) making any and all payroll deductions and contributions that may be required by Law or otherwise with respect to the Personnel.

3.4 Finder shall be solely responsible for any and all costs or expenses that it may incur in the performance of its obligations hereunder.

4. Obligations.

4.1 Required Acts. Finder shall, at its own expense:

(a) observe all directions and instructions given to it by Custom in relation to the marketing, advertisement, and promotion of the purchase of the Products;

(b) market, advertise, promote, and solicit the purchase of the Products by Custom and conduct business in a manner that reflects favorably at all times on the good name, goodwill, and reputation of Custom;

(c) promptly notify Custom of any complaint or adverse claim about the purchase of any Product by Custom of which Finder becomes aware; and

(d) maintain all certifications, credentials, licenses, and permits necessary to conduct its business relating to its obligations under these Terms.

4.2 Prohibited Acts. Notwithstanding anything to the contrary in these Terms, neither Custom nor its Personnel shall directly or indirectly:

(a) make any representations, warranties, guarantees, indemnities, similar claims, or other commitments actually, apparently, or ostensibly on behalf of Finder, or

(b) engage in any unfair, anti-competitive, misleading, or deceptive practices.

4.3 Customer Amounts. If Custom remits to Finder amounts otherwise owed to a Customer pursuant to a Purchase Contract, then it is hereby conclusively established that the same has been done at Finder's request, and Finder shall promptly remit the same to said Customer. Furthermore, Finder shall indemnify, hold harmless, and defend each Indemnified Party for Losses relating to, arising out of, or resulting from Custom's payment to Finder of amounts otherwise owed to a Customer.

5. Customer Orders.

5.1 Solicitation of Customer Sale Orders. All sale orders solicited by Finder from Customers are subject to approval, rejection, or modification by Custom under Section 5.2. Without limiting the generality of Section 3, Finder shall have no authority to enter into any Purchase Contract on behalf of Custom or to otherwise bind Custom to purchase any Products from Customer.

5.2 Custom's Discretion to Accept or Reject Customer Sale Orders. Custom reserves the right, in its sole discretion, to:

- (a) accept, or decline to accept, any sale order for Products received from any party whether or not solicited by Finder;
- (b) cancel, terminate, or modify any Purchase Contract previously accepted by Custom; or
- (c) negotiate any terms and conditions of the Purchase Contract with Customer, including modifying the purchase price or payment terms.

Finder acknowledges that Custom's exercise of discretion may result in no Finder's Fee (as defined below) owed, or a reduction, or delay in the payment of a Finder's Fee owed, to Finder under these Terms.

5.3 Availability of Buy Back Program. Custom may, in its sole discretion, discontinue the purchase of the Products.

6. Finder's Fee.

6.1 Rate. Subject to Sections 6.2 through 6.5, for each purchase of a Product from a Customer pursuant to a Purchase Contract solicited by Finder pursuant to these Terms, Custom shall pay Finder compensation in an amount equal to the Spread relating to such purchase ("**Finder's Fee**").

6.2 Finder's Fee Payment Terms.

(a) Finder's Fees become payable to Finder only at such times and only to the extent that Custom actually consummates the corresponding Purchase Contract; such payable Finder's Fees shall be paid to Finder within fifteen (15) days after the last day of the month in which the Purchase Contract is consummated, provided that if such amount becomes due on a Saturday, Sunday, or other day on which commercial banks in St. Louis are authorized or required by law to close, then payment shall be made on the next succeeding business day.

(b) Custom may make all Finder's Fee payments in US dollars by check, ACH, or wire transfer.

6.3 Setoff Right. Custom may withhold payment of any amounts due and payable under these Terms by reason of any setoff of any claim or dispute with Finder, whether relating to Finder's breach, bankruptcy, or otherwise.

6.4 Payment to Third Party Allowed. Notwithstanding anything contained in these Terms to the contrary, if Finder is a sub-agent, employee, independent contractor, or the like of a third party, then Finder agrees that, with respect to any amounts otherwise payable to Finder by Custom, such amounts may, at Custom's option, instead be paid to said third party (e.g., master agent) or its designee. For the avoidance of doubt, Finder hereby acknowledges and agrees that payment of any such amounts by Custom to said third party as provided above shall constitute payment to Finder by Custom, as fully and with the same effect as if such amounts had actually been paid to Finder by Custom.

6.5 Payment by Check. If Custom opts to pay by check, said check may be valid for up to 90 days from initial check issuance. After that date, uncashed checks may become stale-dated and voided. If a new check needs to be issued, then a service fee will be deducted from the original check total to cover stop payment and/or processing fees.

7. Compliance with Laws. Finder shall at all times comply with all Laws. Without limiting the generality of the foregoing, Finder shall not engage in any activity or transaction involving the Products, by way of marketing, promotion, advertising, the solicitation of the purchase, or otherwise, that violates any Law.

8. Intellectual Property Rights.

8.1 Ownership. Finder acknowledges and agrees that:

(a) any and all Custom's Intellectual Property Rights are the sole and exclusive property of Custom or its licensors;

(b) Finder shall not acquire any ownership interest in any of Custom's Intellectual Property Rights under these Terms;

(c) any goodwill derived from the use by Finder of Custom's Intellectual Property Rights inures to the benefit of Custom or its licensors, as the case may be;

(d) if Finder acquires any of Custom's Intellectual Property Rights (including any rights in any Trademarks, derivative works or patent improvements relating thereto) by operation of law or otherwise, such rights are deemed and are hereby irrevocably assigned to Custom or its licensors, as the case may be, without further action by either of the Parties; and

(e) Custom grants no right or license to Finder by implication, estoppel, or otherwise to any of Custom's Intellectual Property Rights.

8.2 Prohibited Acts. Finder shall not, and shall not cause or encourage Customers to:

(a) take any action that may interfere with any of Custom's rights in or to Custom's Intellectual Property Rights, including Custom's ownership or exercise thereof;

(b) challenge any right, title, or interest of Custom in or to Custom's Intellectual Property Rights;

(c) make any claim or take any action adverse to Custom's ownership of Custom's Intellectual Property Rights;

(d) register or apply for registrations, anywhere in the world, for Custom's Trademarks or any other Trademark that is similar to Custom's Trademarks or that incorporates Custom's Trademarks in whole or in confusingly similar part;

(e) use any mark, anywhere, that is confusingly similar to Custom's Trademarks; or

(f) misappropriate any of Custom's Trademarks for use as a domain name without prior written consent from Custom.

9. Term; Termination.

9.1 Term. The term of these Terms commences on the date they are accepted and continues until terminated as provided under these Terms (the "**Term**").

9.2 Right to Terminate. A Party may terminate these Terms by providing written notice to the other Party:

(a) if the other Party breaches any provision of these Terms, and either the breach cannot be cured or, if the breach can be cured, it is not cured by the such Party within five (5) days after its receipt of written notice of such breach;

(b) if the other Party becomes insolvent or files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency Law, makes or seeks to make a general assignment for the benefit of its creditors or applies for, or consents to, the appointment of a trustee, receiver, or custodian for a substantial part of its property, or is generally unable to pay its debts as they become due; or

(c) if the other Party fails to observe or perform any term, covenant, or condition on its part to be observed or performed under any agreement with the Party giving notice, other than these Terms.

9.3 Effect of Termination.

(a) Termination of the Term will not affect any rights or obligations that were incurred by the Parties prior to such termination; provided that, if Custom terminates these Terms, Custom shall not have any obligation to pay Finder's Fees

with respect to any Products that, as of the date of termination, have not been purchased by Custom pursuant to a Purchase Contract.

(b) Upon the expiration or earlier termination of these Terms, Finder shall promptly:

(i) desist from all conduct or representations that might lead the public to believe that Finder is associated with Custom;

(ii) return to Custom or destroy all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on Custom's Confidential Information (as defined below);

(iii) permanently erase all of Custom's Confidential Information from its computer systems; and

(iv) certify in writing to Custom that it has complied with the requirements of this clause.

(c) Subject to Section 9.3(a), the Party terminating these Terms shall not be liable to the other Party for any damage of any kind (whether direct or indirect) incurred by the other Party by reason of the expiration or earlier termination of these Terms.

10. Confidentiality.

10.1 Scope of Confidential Information. From time to time during the Term, Custom (as the "**Disclosing Party**") may disclose or make available to Finder (as the "**Receiving Party**") information about its business affairs, goods and services, forecasts, confidential information, and materials comprising or relating to Intellectual Property Rights, trade secrets, third-party confidential information, and other sensitive or proprietary information, as well as the terms of these Terms, whether orally or in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure and as established by documentary evidence:

(a) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Section 10.1 by the Receiving Party or any of its Representatives;

(b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information;

(c) was known by or in the possession of the Receiving Party or its Representatives prior to being disclosed by or on behalf of the Disclosing Party;

(d) was or is independently developed by the Receiving Party without reference to or use of, in whole or in part, any of the Disclosing Party's Confidential Information; or

(e) is required to be disclosed pursuant to applicable Law.

10.2 Protection of Confidential Information. The Receiving Party shall, during the Term and thereafter:

(a) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care;

(b) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under these Terms; and

(c) not disclose any such Confidential Information to any Person, except to the Receiving Party's Representatives who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under these Terms.

The Receiving Party shall be responsible for any breach of this Section 10 caused by any of its Representatives. At any time during or after the Term, at the Disclosing Party's written request, the Receiving Party and its Representatives shall, pursuant to Section 9.3(b), promptly return (or destroy, if applicable) all Confidential Information and copies thereof that it has received under these Terms.

11. Finder's Representations and Warranties. Finder represents and warrants to Custom that:

11.1 it is qualified and licensed to do business and in good standing in every jurisdiction where such qualification and licensing is required;

11.2 it has the full right, power, and authority to enter into these Terms, to grant the rights and licenses granted under these Terms, and to perform its obligations under these Terms;

11.3 the execution of these Terms by its Finder whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of Finder; and

11.4 when executed and delivered by each of Custom and Finder, these Terms will constitute the legal, valid, and binding obligation of Finder, enforceable against Finder in accordance with its terms, subject to the effect of any applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting creditors' rights generally or the effect of general principles of equity (regardless of whether considered in a proceeding at law or in equity).

12. Indemnification.

12.1 Indemnification. Subject to the terms and conditions set forth in Section 12.2, Finder (as “**Indemnifying Party**”) shall indemnify, hold harmless, and defend Custom and its officers, directors, employees, agents, Affiliates, successors, and permitted assigns (collectively, “**Indemnified Party**”) against any and all losses, damages, liabilities, deficiencies, claims, causes of action, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees and the costs of enforcing any right to indemnification under these Terms, and the cost of pursuing any insurance providers, incurred by Indemnified Party (collectively, “**Losses**”), relating to, arising out of, or resulting from:

(a) breach or non-fulfillment of any representation, warranty, or covenant under of these Terms by Indemnifying Party or Indemnifying Party’s Personnel;

(b) any negligent or more culpable act or omission of Indemnifying Party or its Personnel (including any recklessness or willful misconduct) in connection with the performance of its obligations under these Terms; or

(c) any bodily injury, death of any Person, or damage to real or tangible personal property caused by the negligent acts or omissions of Indemnifying Party or its Personnel.

It is the intent of the Parties that the foregoing indemnification provision cover both direct and third-party Claims.

12.2 Exceptions and Limitations on General Indemnification. Notwithstanding anything to the contrary in these Terms, Indemnifying Party is not obligated to indemnify, hold harmless or defend Indemnified Party against any third party Claim if such third party Claim or corresponding Losses arise out of or result from, in whole or in part, Indemnified Party’s or its Personnel’s:

(a) negligence or more culpable act or omission (including recklessness or willful misconduct); or

(b) bad faith failure to comply with any of its obligations set forth in these Terms.

12.3 Sole Remedy. SECTION 12 SETS FORTH THE ENTIRE LIABILITY AND OBLIGATION OF EACH INDEMNIFYING PARTY AND THE SOLE AND EXCLUSIVE REMEDY FOR EACH INDEMNIFIED PARTY FOR ANY DAMAGES COVERED BY SECTION 12.

13. Non-solicitation. During the Term and for a period of twenty-four months thereafter, Finder shall not, and shall not permit its Representatives to, directly or indirectly, in any manner make any solicitation to employ the Custom’s personnel.

14. NO LIABILITY FOR CONSEQUENTIAL OR INDIRECT DAMAGES. IN NO EVENT SHALL CUSTOM OR ITS REPRESENTATIVES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THESE TERMS, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT CUSTOM WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

15. Miscellaneous.

15.1 Further Assurances. Upon a Party's reasonable request, the other Party shall, at its sole cost and expense, execute and deliver all such further documents and instruments, and take all such further acts, necessary to give full effect to these Terms.

15.2 Entire Agreement. These Terms, along with our Website Terms of Use and our Privacy Policy, constitute the sole and entire agreement of the Parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

15.3 Notices.

(a) We may provide any notice to you under these Terms by: (i) sending a message to the email address you provide or (ii) by posting to the Site. Notices sent by email will be effective when we send the email and notices we provide by posting will be effective upon posting. It is your responsibility to keep your email address current.

(b) To give us notice under these Terms, you must contact us by personal delivery, overnight courier, or registered or certified mail to Custom Buyback, 13075 Manchester Road, Suite 375, St. Louis, Missouri 63131, Attn: General Counsel. We may update the address for notices to us by posting a notice on the Site. Notices provided by personal delivery will be effective immediately. Notices provided by overnight courier will be effective one (1) business day after they are sent. Notices provided by registered or certified mail will be effective three (3) business days after they are sent.

15.4 Interpretation. For purposes of these Terms: (a) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to these Terms as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (e) words denoting any gender include all genders. Unless the context otherwise requires, references in these Terms: (x) to sections, exhibits, schedules, attachments, and appendices mean the sections of, and exhibits, schedules, attachments, and appendices attached to, these Terms; (y) to an

agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The Parties drafted these Terms without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, attachments, and appendices referred to herein are an integral part of these Terms to the same extent as if they were set forth verbatim herein.

15.5 Headings. The headings in these Terms are for reference only and do not affect the interpretation of these Terms.

15.6 Severability. If any term or provision of these Terms is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability does not affect any other term or provision of these Terms or invalidate or render unenforceable such term or provision in any other jurisdiction.

15.7 Waiver.

(a) No waiver under these Terms is effective unless it is in writing, identified as a waiver to these Terms, and signed by the Party waiving its right.

(b) Any waiver authorized on one occasion is effective only in that instance and only for the purpose stated, and does not operate as a waiver on any future occasion.

(c) None of the following constitutes a waiver or estoppel of any right, remedy, power, privilege or condition arising from these Terms:

(i) any failure or delay in exercising any right, remedy, power or privilege or in enforcing any condition under these Terms; or

(ii) any act, omission or course of dealing between the Parties.

15.8 Cumulative Remedies. Except as expressly provided herein, all rights and remedies provided in these Terms are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties, or otherwise.

15.9 Equitable Remedies. Finder acknowledges and agrees that (a) a breach or threatened breach by such Party of any of its obligations under Section 10 and/or Section 13 would give rise to irreparable harm to Custom for which monetary damages would not be an adequate remedy and (b) in the event of a breach or a threatened breach by Finder of any such obligations, Custom shall, in addition to any and all other rights and remedies that may be available to Custom at law, at equity, or otherwise in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific

performance, and any other relief that may be available from a court of competent jurisdiction, without any requirement to post a bond or other security, and without any requirement to prove actual damages or that monetary damages will not afford an adequate remedy. Finder that Finder will not oppose or otherwise challenge the appropriateness of equitable relief or the entry by a court of competent jurisdiction of an order granting equitable relief, in either case, consistent with the terms of this Section 15.9.

15.10 Successors and Assigns. These Terms is binding on and inures to the benefit of the Parties and their respective successors and assigns.

15.11 Choice of Law. These Terms, including all exhibits, schedules, attachments, and appendices attached hereto and thereto, and all matters arising out of or relating to these Terms, are governed by, and construed in accordance with, the Laws of the State of Missouri, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the Laws of any jurisdiction other than those of the State of Missouri.

15.12 Choice of Forum. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to these Terms, including all exhibits, schedules, attachments, and appendices attached hereto and thereto, and all contemplated transactions, including contract, equity, tort, fraud, and statutory claims, in any forum other than the United States District Court for the Eastern District of Missouri or, if such court does not have subject matter jurisdiction, the courts of the State of Missouri sitting in St. Louis County, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in the United States District Court for the Eastern District of Missouri or, if such court does not have subject matter jurisdiction, the courts of the State of Missouri sitting in St. Louis County. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

15.13 Waiver of Jury Trial. Each Party acknowledges and agrees that any controversy that may arise under these Terms, including any exhibits, schedules, attachments, and appendices attached to these Terms, is likely to involve complicated and difficult issues and, therefore, each such Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to these Terms, including any exhibits, schedules, attachments, and appendices attached to these Terms, or the transactions contemplated hereby.

15.14 Counterparts. These Terms may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of these Terms delivered by facsimile, e-mail, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of these Terms.