

Master Online Marketing Services Agreement

This Master Online Marketing Services Agreement (the “Agreement”), dated as of [DATE] (the “Effective Date”), is entered into between TEKZ GROUP, LLC, a Florida limited liability company, located at 2890 Marina Mile Blvd, 108 W State Rd 84 Suite, Fort Lauderdale, FL 33312 (“WHIT”), and the Client identified on the signature page hereof (“Client,” and together with WHIT, the “Parties,” and each, a “Party”).

WHEREAS, WHIT is in the business of providing online marketing services, including search engine optimization (SEO), web site design, and other online marketing and design services.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. WHIT Services and Responsibilities.

1.1 WHIT Services. WHIT shall provide to Client the services (the “Services”) set forth in one or more statements of work to be issued by WHIT and accepted by Client (each, a “Scope of Work”). To the extent the Scope of Work takes the form of a “Proposal”, “Order” or similar document, then the Scope of Work refers solely to the section(s) identified as “Terms” in such document. Each Scope of Work shall be deemed accepted and incorporated into this Agreement only if signed by Client and countersigned by WHIT Contract Manager (as defined in Section 1.2(a)(i), below). WHIT shall provide the Services in accordance with the terms and subject to the conditions set forth in the relevant Scope of Work and this Agreement.

1.2 WHIT Contract Manager and Personnel.

(a) WHIT shall:

(i) appoint an employee to serve as, and in its reasonable discretion, replace, the primary contact with respect to this Agreement who will have the authority to act on behalf of WHIT in connection with matters pertaining to this Agreement (“WHIT Contract Manager”); and

(ii) hire, supervise, direct, and discharge all employees and Permitted Subcontractors (as defined in Section 1.2(d) below) (collectively, the “WHIT Personnel”) necessary to perform the Services, each of whom shall be suitably skilled, experienced, and qualified.

(b) With respect to Services provided pursuant to a Scope of Work, WHIT shall comply with all applicable laws identified in such Scope of Work.

(c) WHIT shall be responsible for the payment of all compensation owed to WHIT Personnel, including, if applicable, the payment and withholding of social security and other payroll taxes, withholding of income taxes, unemployment insurance, workers’ compensation insurance payments, and disability benefits.

(d) WHIT shall remain fully responsible for the performance of WHIT’s, including of its affiliates, employees and each of its independent consultants, contractors and subcontractors (each a “Permitted Subcontractor”) for their compliance with all the terms and conditions of this Agreement as if they were WHIT’s own employees. Nothing contained in this Agreement shall create any contractual relationship between Client and any WHIT subcontractor or supplier.

(e) WHIT shall require each Permitted Subcontractor to be bound in writing by the confidentiality and intellectual property assignment or license provisions of this Agreement.

1.3 No Exclusivity. WHIT retains the right to perform the same or similar type of services for third parties in Client’s industry during the Term of this Agreement.

1.4 Meetings with Client. On Client’s reasonable request, WHIT Contract Manager shall attend, and shall cause any relevant WHIT Personnel to attend, in-person or virtually meetings with Client Contract Manager (or its designee) to discuss the Services or any Scope of Work.

1.5 Marketing Services. Marketing services shall be provided as described in the applicable Scope of Work.

1.6 Website Design. If included in a Scope of Work, WHIT shall develop or modify Client’s website constituent with such goals stated in the Scope of Work, which might include, by way of example, improving brand engagement, or optimizing client retention and conversion.

1.7 Website Hosting. If included in a Scope of Work, WHIT shall provide the specified hosting services.

(a) Client agrees to not directly or indirectly resell, distribute or otherwise allow any third party to use such hosting services, and to use the hosting services strictly in accordance with (i) applicable laws and regulations; and (ii) this Agreement and applicable Scope of Work. Where hosting services are provided through a third-party service provider, and such service provider increases its rates, then WHIT reserves the right to pass through such rate increases. Client shall be solely responsible for the safeguarding of its passwords and may be unable to access its files in the event any password is lost, forgotten or misappropriated. Client agrees that IP addresses are not guaranteed, transferable or provided for further distribution.

(b) WHIT and its third-party providers (“Third Party Providers”) may, from time to time and without liability or obligation, interrupt the hosting services for maintenance and other operational reasons. WHIT reserves the right to discontinue any hosting service without liability, at WHIT’s sole discretion, provided that WHIT provides at least 30 days written notice and assists in transitioning to a new host.

1.8 Influencer Campaign. Prior to commencing any influencer campaign, WHIT shall be trained on, and shall ensure that any influencer engaged by it is trained on, Client’s Social Media Endorsement Policy (if attached to the applicable Scope of Work) and otherwise following WHITs regular practices (each an “Endorsement Policy”). During the term of any influencer campaign and for a period of three (3) months thereafter, WHIT shall monitor influencers’ posts to ensure that all influencers (i) disclose their material connection to Client clearly and conspicuously; (ii) do not make any unsubstantiated claims about Client’s products or services; and (iii) otherwise comply with the Endorsement Policy. WHIT shall report all influencer failures immediately to WHIT.

2. Client Obligations and Responsibilities.

2.1 Other than as stated in an applicable Scope of Work, Client shall:

(a) Appoint and, in its reasonable discretion, replace a Client representative to serve as the primary contact with respect to this Agreement, which representative will have the authority to act on behalf of Client with respect to matters pertaining to this Agreement (the “Client Contract Manager”).

(b) Promptly provide copies of or access to Client’s information, documents, samples, products, or other material (collectively, “Client Materials”) as WHIT may reasonably request in order to carry out the Services in a timely manner, and ensure that they are complete and accurate in all material respects.

Client and its licensors are and shall remain the sole and exclusive owner of all right, title, and interest in and to all Client Materials, including any and all trade secrets, trademarks, domain names, original works of authorship and related copyrights, and any other intangible property in which any person holds proprietary rights, title, interests, or protections, however arising (collectively “Intellectual Property”). This shall include all applications, registrations, renewals, issues, reissues, extensions, divisions, and continuations in connection with any of the foregoing and the goodwill connected with the use of and symbolized by any of the foregoing.

(c) Promptly respond to any WHIT request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for WHIT to perform the Services in accordance with the requirements of this Agreement.

3. Intellectual Property Rights; Ownership.

3.1 License to Certain Client Intellectual Property.

(a) Subject to and in accordance with the terms and conditions of this Agreement and subject to any limitations stated in an applicable Scope of Work, Client grants WHIT and its affiliates and Permitted Subcontractors a limited, non-exclusive, royalty-free, non-transferable, and non-sublicensable worldwide license during the Term to use Client’s Intellectual Property solely to the extent necessary to provide the Services to Client.

(b) Client grants no other right or license to any Client Intellectual Property to WHIT by implication, estoppel, or otherwise. WHIT acknowledges that Client owns all right, title, and interest in, to, and under the Client’s Intellectual Property and that WHIT shall not acquire any proprietary rights therein. Any use by WHIT or any affiliate, employee, officer, director, partner, shareholder, agent, attorney, third-party advisor, successor or permitted assign of WHIT of any of Client’s Intellectual Property and all goodwill and other rights associated therewith shall inure to the benefit of Client.

3.2 Ownership of and License to Deliverables.

(a) Except as set forth in Section 3.2(c), Client is and shall be, the sole and exclusive owner of all right, title, and in-

terest in and to all documents, work product, and other materials that are delivered to Client hereunder by or on behalf of WHIT in connection with any Scope of Work or developed or created in the course of performing the Services, including all Intellectual Property therein (collectively, the “Deliverables”). WHIT acknowledges and will cause WHIT Personnel to agree that with respect to any copyrights in any Deliverables that may qualify as “work made for hire” as defined in 17 U.S.C. § 101, Client shall own the copyrights in such Deliverables as a “work made for hire” for Client. With respect to any of the Deliverables that do not constitute a “work made for hire,” automatically upon payment, WHIT hereby irrevocably assigns and shall cause WHIT Personnel to irrevocably assign to Client, in each case without additional consideration, all right, title, and interest throughout the world in and to the Deliverables. WHIT shall cause WHIT Personnel to irrevocably waive, to the extent permitted by applicable law, any and all claims such WHIT Personnel may now or hereafter have in any jurisdiction to so-called “moral rights” or rights of droit moral with respect to the Deliverables.

(b) Upon the reasonable request of Client, and at Client’s expense, WHIT shall, and shall cause WHIT Personnel to, promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist Client to prosecute, register, perfect, or record its rights in or to any Deliverables.

(c) In the course of providing the Services, WHIT may use certain WHIT materials, documents, data, know-how, methodologies, software, and other materials, including computer programs, reports, and specifications, in each case developed or acquired by WHIT prior to the commencement or independently of this Agreement, including derivations and improvements to the foregoing whenever developed or acquired or identified as pre-existing or WHIT owned materials in a Scope of Work, or general functionality or materials not specifically tailored to Client (collectively, the “WHIT Materials”). WHIT and its licensors are, and shall remain, the sole and exclusive owners of all right, title, and interest in and to WHIT Materials, including all Intellectual Property therein. WHIT hereby grants Client and its affiliates a perpetual, limited, royalty-free, non-transferable (except in accordance with Section 9.9), non-sublicensable, worldwide license to use, perform, display, execute, reproduce, distribute, transmit, modify (including to create derivative works), import, make, have made, sell, offer to sell, and otherwise exploit any WHIT Materials to the extent incorporated in, combined with or otherwise necessary for the use of the Deliverables solely to the extent reasonably required in connection with Client’s receipt or use of the Services and Deliverables. All other rights in and to WHIT Materials are expressly reserved by WHIT.

(d) In the course of providing the Services, WHIT may use certain third-party materials consisting of documents, data, content, or specifications of third parties, and components or software including open-source software that are not proprietary to WHIT (collectively, the “Third-Party Materials”). Client shall have a limited, royalty-free, non-transferable (except in accordance with Section 9.9), non-sublicensable, worldwide license to use the Third-Party Materials to the extent incorporated in, combined with or otherwise necessary for the use of the Deliverables solely to the extent reasonably required in connection with Client’s receipt or use of the Services and Deliverables. To the extent the relevant license for Third-Party Materials requires, the foregoing grant shall terminate upon the termination of the relevant Scope of Work or of this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants to Client or any third party, any Intellectual Property rights in the Third-Party Materials, by implication, waiver, estoppel, or otherwise.

4. Fees and Expenses; Payment Obligations.

4.1 Fees and Expenses.

(a) In consideration of the provision of the Services and the rights granted to Client under this Agreement, Client shall pay WHIT:

(i) Such “Fixed Fee Services” (one-time/monthly/quarterly), “Variable Fee Services” (time and materials basis) and such costs of materials or other expenses of WHIT in providing such Services as specified from time to time in the applicable Scope of Work;

(b) Client agrees to pay WHIT for all reasonable travel and out-of-pocket expenses incurred by WHIT in connection with the performance of the Services that have been approved in advance in writing by Client.

(c) WHIT shall issue monthly (quarterly if fees are payable quarterly) invoices to Client for the fees that are then payable, together with a detailed breakdown of any expenses incurred in accordance with Section 4.1(b).

(d) Payment to WHIT of the fees set forth in Section 4.1(a)(i) and the payment/reimbursement of expenses pursuant to Section 4.1(b) shall constitute payment in full for the performance of the Services, and Client shall not be responsible for paying any other fees, costs, or expenses.

4.2 Payment. Client shall pay all properly invoiced amounts due to WHIT within thirty (30) days after Client’s receipt of such invoice, except for any amounts disputed by Client in good faith and in accordance with Section 4.4.

4.3 Taxes. Client shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on payments by Client. WHIT shall be responsible for any taxes imposed on, or with respect to, WHIT's income, revenues, gross receipts, personnel, or real or personal property, or other assets. Client shall be solely responsible for the payment of any sales and use taxes assessed against the sale of Client's goods and services.

4.4 Invoice Disputes. Client shall notify WHIT in writing of any dispute with an invoice (along with a reasonably detailed description of the dispute and substantiating documentation where appropriate) by the due date for payment of each invoice as set forth in Section 4.2. Client will be deemed to have accepted all invoices for which WHIT does not receive timely notification of dispute and shall pay all undisputed amounts due under such invoices within the period set forth in Section 4.2. The Parties shall seek to resolve all such disputes expeditiously and in good faith.

4.5 Late Payments. Except for invoiced payments that Client is disputing under Section 4.4, Client shall pay interest on all late payments, calculated monthly and not compounded at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law. Client shall also reimburse WHIT for all reasonable costs incurred in collecting any late payments, including, without limitation, attorneys' fees.

5. NO OTHER REPRESENTATIONS OR WARRANTIES; NON-RELIANCE. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED HEREIN, (A) NEITHER PARTY TO THIS AGREEMENT, NOR ANY OTHER PERSON ON SUCH PARTY'S BEHALF, HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY, EITHER ORAL OR WRITTEN, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, TRADE, OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, AND (B) EACH PARTY ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE OTHER PARTY, OR ANY OTHER PERSON ON SUCH PARTY'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION 5.

6. Limitation of Liability.

6.1 NO LIABILITY FOR CONSEQUENTIAL OR INDIRECT DAMAGES. IN NO EVENT WILL WHIT BE LIABLE TO CLIENT FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOSS OF USE, REVENUE OR PROFIT, BUSINESS INTERRUPTION, AND LOSS OF INFORMATION), WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.2 MAXIMUM LIABILITY. WHIT'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO WHIT PURSUANT TO THIS AGREEMENT IN THE SIX (6) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR \$5000, WHICHEVER IS LESS.

7. Confidentiality. From time to time during the Term, either Party (as the "Disclosing Party") may disclose or make available to the other Party (as the "Receiving Party") information about its business affairs and services, confidential information and materials comprising or relating to Intellectual Property, trade secrets, third-party confidential information, and other sensitive or proprietary information, as well as the terms of this Agreement, in each case which are 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 9 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. The Receiving Party shall, until returned or destroyed pursuant to Section 8.3.: (x) 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; (y) 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 this Agreement; and (z) 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 this Agreement. The Receiving Party shall be responsible for any breach of this Section 7 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 8.3, promptly return or destroy all Confidential Information and copies thereof that it has received under this Agreement.

8. Term; Termination.

8.1 Term. The term of this Agreement commences on the Effective Date and continues until completion of the Services in each Scope of Work, unless it is earlier terminated in accordance with the terms of this Agreement (the "Term").

8.2 Termination for Cause.

(a) Either Party may terminate this Agreement, effective upon written notice, to the other Party (the "Defaulting Party") if the Defaulting Party:

- (i) materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure (other than a failure by Client to make timely payments (a "Payment Failure"), which is separately addressed in Section 8.2(b)), the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach, stating with particularity the nature of the breach;
- (ii) becomes insolvent or is generally unable to pay its debts as they become due;
- (iii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law which is not dismissed within 120 days of such filing;
- (iv) makes or seeks to make a general assignment for the benefit of its creditors;
- (v) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business; or
- (vi) is dissolved or liquidated.

(b) WHIT may terminate this Agreement, effective upon written notice to Client if:

- (i) a Payment Failure by Client continues for five business days after Client's receipt of written notice of nonpayment; or
- (ii) within any twelve (12) month period, two or more Payment Failures occur.

8.3 Effect of Expiration or Termination.

(a) Expiration or termination of this Agreement will not affect any rights or obligations that:

- (i) are to survive the expiration or earlier termination of this Agreement; and
- (ii) were incurred by the Parties prior to such expiration or earlier termination.

(b) Upon the expiration or termination of this Agreement for any reason, if requested in writing by the other party, each Party shall promptly:

- (i) return to the other Party all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on the other Party's Confidential Information;
- (ii) permanently erase all of the other Party's Confidential Information from its computer systems, except for copies that are maintained as archive copies on its disaster recovery or information technology backup systems, which it shall destroy upon the normal expiration of its backup files; and
- (iii) certify in writing to the other Party that it has complied with the requirements of this clause; provided, however, that Client may retain copies of any Confidential Information of WHIT incorporated in the Deliverables.

(c) Upon expiration or termination of this Agreement for any reason, WHIT shall:

- (i) promptly deliver to Client all Deliverables (whether complete or incomplete) for which Client has paid;
- (ii) provide reasonable cooperation and assistance to Client upon Client's written request and at Client's expense (as detailed in a Scope of Work subject to the terms of this Agreement) in transitioning the Services to an alternate WHIT; and
- (iii) on a pro-rata basis, repay any fees and expenses paid in advance for any Services or Deliverables that have not been provided.

(d) Subject to Section 8.3(a), the Party terminating this Agreement, or in the case of the expiration of this Agreement, each Party, 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 this Agreement. Termination of this Agreement will not constitute a waiver of either Party's rights, remedies, or defenses under this Agreement, at law, in equity or otherwise.

9. Miscellaneous.

9.1 Entire Agreement. This Agreement, including the related schedules attached hereto, constitutes 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.

9.2 Survival. Subject to the limitations and other provisions of this Agreement, (a) Error! Bookmark not defined. Error! Reference source not found. (Representations, Warranties, and Certain Covenants) shall survive the expiration or earlier termination of this Agreement for a period of [12/[NUMBER]] months after such expiration or termination; and (b) [Section 4 (Fees and Expenses; Payment Obligations),] [Error! Bookmark not defined.Error! Reference source not found. (Indemnification),] [Error! Bookmark not defined.Error! Reference source not found. (Limitation of Liability),] [Section 5 (Confidentiality),] [Section 8 (Term; Termination)][, and] [Section 9 (Miscellaneous)], of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of this Agreement for the period specified therein, or if nothing is specified for a period of [12/[NUMBER]] months after such expiration or termination. [No lawsuit or other action based upon or arising in any way out of this Agreement may be brought by either Party after the expiration of the applicable survival period; provided, however, that any claims asserted in good faith with reasonable specificity and in writing by notice pursuant to Section

9.3 prior to the expiration of the applicable survival period are not thereafter barred by the expiration of the relevant period, and such claims survive until finally resolved.]

9.3 Notices. All notices and other communications hereunder (including, for example, requests, consents, claims, demands, and waivers) shall be in writing and addressed to the parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this section). All notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile or e-mail (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a notice is effective only (a) upon receipt by the receiving party, and (b) if the party giving the notice has complied with the requirements of this Section 9.3.

9.4 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement; provided, however, that if any fundamental term or provision of this Agreement is invalid, illegal, or unenforceable, the remainder of this Agreement shall be unenforceable.

9.5 Amendment and Modification. No amendment to or modification of or rescission, termination, or discharge of this Agreement is effective unless it is in writing, identified as an amendment to or rescission, termination, or discharge of this Agreement and signed by an authorized Representative of each Party.

9.6 Waiver. No waiver by either Party of any of the provisions hereof shall be effective unless explicitly set out in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

9.7 Cumulative Remedies. All rights and remedies provided in this Agreement 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.

9.8 Equitable Remedies. Each Party acknowledges and agrees that (a) a breach or threatened breach by such Party of any of its obligations under Section 5 would give rise to irreparable harm to the other Party for which monetary damages would not be an adequate remedy and (b) in the event of a breach or a threatened breach by such Party of any such obligations, the other Party shall, in addition to any and all other rights and remedies that may be available to such other Party 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. Each Party agrees that such Party 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 9.8.

9.9 Assignment. Neither Party may assign, transfer, or delegate any or all of its rights or obligations under this Agreement, without the prior written consent of the other party which consent shall not be unreasonably withheld or delayed; provided, however, that either Party may assign this Agreement to an affiliate, a successor-in-interest by consolidation, merger, or operation of law or to a purchaser of all or substantially all of the Party's assets. No assignment shall relieve the assigning party of any of its obligations hereunder. Any attempted assignment, transfer, or other conveyance in violation of the foregoing shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

9.10 No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns, and nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

9.11 Choice of Law. This Agreement and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute] are governed by, and construed in accordance with, the laws of the State of Florida, without giving effect 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 Florida.

9.12 Choice of Forum. Neither Party shall commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments, and appendices attached to this Agreement and thereto, and all contemplated transactions, including contract, equity, tort, fraud, and statutory claims, in any forum other than US District Court for the Southern District of Florida or the courts of the State of Florida, in each case sitting in Broward County, and any appellate court 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 such courts. 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.

9.13 Relationship of Parties. Nothing in this Agreement creates any agency, joint venture, partnership, or other form of joint enterprise, employment, or fiduciary relationship between the Parties. WHIT is an independent contractor pursuant to this Agreement. 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 third party.

9.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which is an original, and all of which together constitute only one agreement between the parties.