

## **TJEKVIK TERMINAL SOLUTIONS**

### **General Terms**

#### **1. SCOPE OF APPLICATION**

1.1. These general terms apply to all leases and additional services, updates and aftersales unless the parties expressly agree to different terms pursuant to a separate written agreement.

1.2. The lessor/owner (hereinafter referred to as Tjekvik) offers leasing of standard products without individual customization or consultancy.

1.3. The responsibility for selecting the leased item(s), including software updates, rests solely with the Lessee (hereinafter referred to as the Customer).

1.4. Unless otherwise agreed in writing, the Customer bears the risk related to compatibility of software and updates with the Customer's other IT solutions. The responsibility for maintaining updates rests solely with the Customer.

1.5. Any notice, request, consent, or other communication to be given by a Party under this Agreement shall be in the English, German or Danish.

#### **2. OFFER**

2.1. Tjekvik's offer is valid for 14 days after the offer date unless otherwise indicated.

#### **3. TITLE AND COPYRIGHT**

3.1. Tjekvik owns all rights, titles, and interest in and to the leased item(s). The Customer shall not pledge or encumber the leased items in any way. The Customer shall give Tjekvik immediate notice if any of said equipment is threatened with seizure, and the Customer shall indemnify Tjekvik against all loss and damages caused by such action.

The Customer may lease out the kiosk to another User, but neither the User nor the Customer is allowed to sell the items. Regarding customers in the United States, Tjekvik may file financing or continuation statements under the UCC with respect to Tjekvik's ownership interests in the equipment. The Customer shall make such filings and submit such documentation or signatures as may be requested by Tjekvik or required by law to perfect such security interests in the applicable jurisdictions.

3.2. Type descriptions, production numbers and the like, used to identify the leased item(s), may not be removed.

3.3. Tjekvik can require that the leased item(s) is/are equipped with signs and labels indicating Tjekvik's title.

3.4. Tjekvik's title also includes objects added to or replacing parts of the leased item(s).

3.5. Tjekvik owns all right, titles, and interest, including all intellectual property rights, in and to all software in the leased items ("Software"), manuals and illustrations made available to the Customer ("Documentation"), whether in hard copy or electronic form and does not convey any right, title or interest in the Software or Documentation to the Customer other than the limited rights to use granted herein.

The Customer shall have no right, and specifically agrees not to (i) copy, display, adapt, modify, or reproduce, in any manner, whether in tangible or intangible form, the Software or Documentation or any part or component thereof, (ii) decompile, decrypt, reverse engineer, disassemble or otherwise determine, attempt to determine or reduce the Software to human-readable form; (iii) modify or create derivative works of any portion of the Software or Documentation; or (iv) modify or remove any part of the Software or Documentation, or use any firmware, middleware or Software included in the leased items or otherwise provided by Tjekvik other than solely with the leased items and agree not to permit or authorize anyone else to do any of the foregoing.

3.6. All rights of Tjekvik not expressly granted in these Terms are reserved to Tjekvik. To the extent the Customer owns any rights to any modification or improvement of the Software by operation of law or otherwise, the Customer shall assign and here- by do assign all such rights to Tjekvik. See also Section 16.

#### **4. RIGHT OF USE**

4.1. The Customer shall use the leased items in compliance with all applicable laws, rules, and regulations ("Laws"). Without limiting the foregoing, the Customer shall comply with:

(a) all Laws controlling the export of technical data, computer software, laboratory prototypes and other commodities and agrees not to export or allow the export or re-export of such data, software, prototypes, or other commodities in violation of such Laws and regulations; and (b) all Laws related to data protection, including obtaining all appropriate consents of individuals who submit personal data to the Customer via the leased items.

The Customer has been made aware of the existence of mandatory data protection Laws.

The Customer shall defend, indemnify, and hold harmless Tjekvik against any liability that Tjekvik may incur in a claim brought by any public or private party as a result of the use made by the Customer of the leased item(s) or the data collected, including as a result of non-compliance with data protection regulations or not obtaining the permission of the end customer.

- 4.2. The leased item(s) may not be altered, reconfigured or replaced without the written consent of Tjekvik.
- 4.3. The internal leased item(s) (Tjekvik indoor) may not be integrated into buildings or other objects in such a way that Tjekvik loses its title.
- 4.4. Tjekvik is at any time entitled to inspect the leased item(s) within the Customer's normal hours of business. If during the inspection defects are ascertained in maintenance or objections to the use of the leased item(s) are made, the Customer must immediately comply with Tjekvik's directions related to this and rectify the defects ascertained.
- 4.5. Tjekvik continuously develops general updates to the Software which is an integral part of the leased item(s) at the time of the same extent and on the same terms as for the original Software.
- 4.6. The Customer shall be responsible for all use of the Software associated with the equipment leased hereunder.

## **5. TERMINATION, LEASE, PERIOD AND LIMITED RIGHT OF CANCELLATION**

- 5.1. Unless otherwise set forth in Section 1 - the Order Form - the initial term shall be 36 months (the "Initial Term"), after which the Agreement shall automatically renew for additional twelve (12) month terms (each a "Renewal Term") unless either party notifies the other party in writing of its intent to not renew, such notification being due no less than ninety (90) days prior to the end of the Initial Term or the then-current Renewal Term.
- 5.2. If the Order Form in Section 1 does not set forth a fixed term, the Customer can elect to terminate the Agreement with 12 months' advance notice (and through the remainder of the calendar month).
- 5.3. The lease commences on the day when the leased item(s) are delivered by Tjekvik to the Customer's place of business, or the address agreed between the parties.
- 5.4. The Customer has eight working days' right of cancellation counted from the delivery date. The right of cancellation needs to be exercised in writing before the end of the deadline. The leased item(s) need(s) to be made available within this period to Tjekvik, entirely and without any form of damage, within normal business hours at Tjekvik's warehouse address in Denmark. The cost of returning the leased item(s) to Tjekvik's warehouse is paid by the Customer.

## **6. RENT AND FEES**

- 6.1. The fee is exclusive of VAT, if applicable. Unless otherwise agreed by the parties, all subscription fees shall be paid according to the agreement and are non-refundable and non-cancellable. The fee is based on the taxes, levies, contributions, etc. (collectively, "Taxes") applicable at the time of conclusion of the Agreement. If the Taxes are changed or if new Taxes are introduced, Tjekvik is entitled to perform a pro rata adjustment of the fees under this agreement.
- 6.2. Payment must be received by Tjekvik on the date indicated as the payment deadline in the invoice. Where such date is not indicated, payment must be made immediately on delivery or attempted delivery of the leased items (cash on delivery).
- 6.3. In case of late payment of the fee or any other outstanding charges under the Agreement, Tjekvik is entitled to charge interest on sums due at the lesser of 2.0% per month or the highest amount permitted under applicable law commencing on the date the payment was due, plus a EUR 30.00 reminder fee.
- 6.4. The Customer is not entitled to offset any counterclaims against Tjekvik which have not been acknowledged in writing by Tjekvik, nor is the Customer entitled to withhold any payment as security for the fulfilment of any claims.
- 6.5. Any payment under this Agreement and any subsequent renewals hereof can be increased by a maximum rate of five percent (5%) annually to reflect inflation and market changes. The potential increase will not happen until after the first year of subscription.
- 6.6. Loss of or damage to the leased item(s) as the result of events not caused by Tjekvik does not release the Customer from the obligation to pay the fee. In case of loss of or irreparable damage to the leased item(s) and on termination of the Agreement, any outstanding balance between the parties shall be settled in accordance with section 9.
- 6.7. Invoices are issued as electronic invoices and will be sent via email. If the Customer requires a paper-based invoice, a EUR 20.00 invoicing fee is charged per invoice.
- 6.8. Any orders not included in the original order, including subsequent add-on orders, are subject to additional shipping costs.

## **7. DELIVERY – THE CUSTOMER'S DUTY OF INSPECTION**

- 7.1. The delivery location is the Customer's place of business, or such other location specified in the Order Form under special terms. Delivery will be deemed to have taken place when the leased item(s) is/are available to the Customer at their place of business or at the separate delivery locations agreed between the parties.
- 7.2. The risk in the leased items(s) passes to the Customer upon delivery of the leased items(s) to the Customer.

7.3. After delivery, the Customer must carry out a careful inspection of the leased item(s) to ensure that the leased item(s) is/are free from defects and have been made in conformity with the Agreement. If at this time the Customer believes that the item(s) is/are defective, the Customer must, if they wish to seek rectification, notify Tjekvik in writing within eight (8) days of delivery. Tjekvik shall, at its sole expense, rectify the leased item(s) that does not conform to the Agreement as soon as possible and in any event within 2 days receipt of the Customer's notice of the leased item being defective.

## **8. MAINTENANCE AND SET-UP**

8.1. The Customer is obliged to maintain the leased item(s), such that the leased item(s) is/are not allowed to deteriorate beyond the result of normal wear and tear.

8.2. The internal leased item(s) (Tjekvik indoor) must be placed on a level surface in a dry and climate-controlled room (minimum 10 degrees Celsius and maximum 40 degrees Celsius) which is either locked or supervised. It is the Customer's responsibility and risk that the terminals are set up in such a way that they are always protected (24 hours per day, 7 days a week) against theft and/or burglary and/or vermin. The leased item(s) may be set up and used under different conditions only upon the express written agreement by both parties.

8.3. The external leased item(s) (Tjekvik outdoor) must be securely mounted either to the building fabric or a permanent mounting frame according to the manufacturer's guidelines. It is the Customer's responsibility and risk to provide protection against theft and/or burglary and measures should be put in place to provide the maximum protection. During maintenance, the Customer must carefully follow Tjekvik's instructions and the relevant maintenance regulations as indicated in manuals and similar materials from Tjekvik.

8.4. All repairs must be performed by Tjekvik or a technician approved by Tjekvik. Payment for this is invoiced on market terms.

8.5. The Customer may not repair or in any other way modify or reconfigure the leased item(s) other than as directed by Tjekvik. Any breach of this provision will cancel the warranties hereunder.

## **9. RISK, REPLACEMENT DELIVERIES AND REPAIRS**

9.1. The Customer bears the risk of the accidental destruction of or damage to the leased item(s) from the moment of delivery and until the leased item(s) has/have been returned to Tjekvik.

9.2. If the leased item(s) is/are damaged, destroyed or degraded, irrespective of cause, even when this is not attributable to circumstances for which the Customer or the Customer's employees are responsible, the Customer is still to be liable to pay compensation. The Customer must immediately notify Tjekvik of such incidents.

9.3. In case of accidental destruction of, damage to or loss of the leased item(s) as the result of theft or vandalism,

(a) Tjekvik will provide the Customer with replacement Software for the remainder of the current lease term for no additional charge and (b) will provide the Customer with replacement terminals (hardware) for an amount not to exceed EUR 8,000.00 for each damaged or destroyed terminal. Please note that EUR 8,000.00 is the replacement cost price of a new terminal (hardware).

9.4. Any kind of repair of damage must be paid for by the Customer and carried out by Tjekvik or a technician approved by Tjekvik.

## **10. PROCESSING OF PERSONAL DATA**

10.1. The Customer grants Tjekvik and Tjekvik's sub-contractors the right to process personal data, belonging to the Customer's Customers, as necessary to provide the Services in a manner consistent with these Terms and the Data Processing Agreement. The Customer's will receive separate Data Processing Agreements.

## **11. INSURANCE**

11.1. During the Term, the Customer is obliged to make sure they have a suitable insurance for the leased item(s) unless agreed otherwise. The Customer shall provide evidence of such insurance upon Tjekvik's request.

## **12. DELAYS**

12.1. Delivery times are determined by Tjekvik based on best estimates depending on the circumstances at the time of delivery. Delivery times are estimates only, and delays in delivery will not be a breach by Tjekvik of any delivery terms, except if otherwise agreed.

## **13. REMEDIES OF DEFECTS**

13.1. If the leased item(s) is/are defective upon delivery, upon receipt of reasonable documentary evidence from Customer of such defect, Tjekvik agrees to repair the item or replace the leased item with another product of the same type and condition within a reasonable time.

#### 14. CUSTOMER'S BREACH

14.1. If the Customer is in material breach of this Agreement and/or its agreement with Tjekvik's financial partner, and such breach is not cured within seven (7) business days of Tjekvik's notice to Customer, then, if and to the extent permitted by applicable Law, Tjekvik shall have the right to exercise any one or more of the following remedies:

14.1.1. To declare the entire amount of Fees - hereunder for the entire lease period as set forth in the Order Form in Section 1 - immediately due and payable as to any or all leased items, without notice or demand to the Customer, and any other charges due with the addition of interest and costs and administrative fees;

14.1.2. To sue for and recover all fees, and other payments, then accrued or thereafter accruing, with respect to any or all damage resulting from Customer's breach. In case of damage to the leased item(s), the compensation must be calculated based on Tjekvik's market price for repairing the damage. In case of loss of the leased item(s) or repairs not being possible, the compensation is based on list prices;

14.1.3. To take possession of any or all leased items without demand, notice, or legal process, wherever they may be located. The Customer hereby waives all damages occasioned by such taking of possession. Any said taking of possession shall not constitute a termination of this Agreement as to any or all leased items unless Tjekvik expressly so notifies the Customer in writing;

14.1.4. To terminate this Agreement; and

14.1.5. To pursue any other remedy at law or in equity.

14.2. Material breach shall include (but is not limited to):

14.2.1. The Customer failing to pay when the fees are due, or any other amount is due no later than eight days after the maturity date;

14.2.2. The Customer becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of the receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency Law, whether domestic or foreign, is wound-up, dissolved or liquidated, voluntarily or otherwise, or experiences financial difficulties which are not considered to be of a temporary nature;

14.2.3. The Customer fails to maintain the leased item(s) or avoids necessary repairs to it/them pursuant to the terms herein;

14.2.4. The Customer refuses access for Tjekvik to inspect the leased item(s);

14.2.5. The Customer uses the leased item(s) contrary to Laws or instructions for such use.

#### 15. DISCLAIMERS; LIMITATION OF LIABILITY

15.1. Tjekvik is only responsible for defects in the leased item(s), in cases where the Customer and all users of the leased item(s) used the leased item(s) as directed and as intended, and in accordance with any directions from Tjekvik and the requirements set forth herein. Without limiting the foregoing, Tjekvik shall not be responsible for the actions or omissions of any third parties and third-party provider services that may affect the performance of the leased items and the services, including but not limited to third party payment processors and providers of electronic communications.

15.2. Alterations to or tampering with the leased item(s) without the written consent of Tjekvik cancels any warranty hereunder and releases Tjekvik of any liability.

15.3. Except as expressly set forth herein, Tjekvik makes no representations or warranties, express or implied, with respect to the leased items, software, documentation and services, including, without limitation, any representation or warranty of merchantability, fitness for a particular purpose, non-infringement or that the leased items, software, documentation and services will prevent unauthorized access by third parties, will operate uninterrupted, secure, error-free, or without degradation of quality or loss of content, data or information. The Customer further acknowledges and agrees that any data or material of any kind whatsoever carried, stored, or transmitted through the use of the software and leased items is done at Customer's or its customer's own discretion and risk. The Customer also acknowledges that the Customer or the applicable customer will be solely responsible for any damage to the Customer's or the applicable customer's premises, computer system or equipment or loss or degradation of quality of such data or material during, or that results from, the Customer's or its customer's use of the services.

As between the Customer and Tjekvik, the Customer will be responsible to ensure that the leased items and software that the Customer or its customers proposes to use to carry the data or material of customers will meet the Customer's requirements.

15.4. To the fullest extent permitted by law, Tjekvik shall not be liable to the Customer, the Customer's customers or any third party for any indirect, incidental or consequential loss or damage to persons or property or for loss of business, profits, business interruption, or loss of data resulting from a breach of this agreement, or for loss of use of the leased items or software or any part thereof or for any interruption in business caused by loss of use of the leased items or software or any part thereof for any reason whatsoever. Without limiting the foregoing, the Customer has no right to reimbursement for, or compensation to cover, the costs related to the deinstallation and reinstallation of leased item(s).

15.5. To the fullest extent permitted by law, the total liability of Tjekvik for all claims relating to or arising under this agreement will be limited to the amount of fees actually paid by the Customer to Tjekvik in the twelve (12) months preceding the event giving rise to the claim.

15.6. These limitations shall apply despite the failure of the essential purpose of any remedy.

15.7. The disclaimers and limitations in this section apply to any damages, liability, or injuries, whether for breach of contract, tort, negligence, or any other cause of action. To the fullest extent permitted by applicable Laws, Tjekvik may be liable for personal injuries only where it can be demonstrated that the injury is due to an error or negligence on the part of Tjekvik or any other party acting on Tjekvik's behalf.

15.8. Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so these limitations may not apply to you.

## 16. INDEMNITY

16.1. The Customer agrees to defend, indemnify and hold Tjekvik harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against Tjekvik by any third party due to or arising out of or in connection with (1) the Customer's access to or use of the leased items, the Software or services; (2) the Customer's violation of this Agreement or any applicable Laws, (3) the Customer's violation of any rights of any third party; or (4) any disputes or issues between the Customer and any third party, including the Customer's customers.

## 17. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY

17.1. All intellectual property rights in the leased items, Software and Documentation are reserved to Tjekvik.

17.2. The Customer acknowledges that the Customer may be exposed to certain confidential information and knowledge concerning the business of Tjekvik and its affiliates, whether reduced to writing, including, without limitation, information and knowledge pertaining to the leased items, the Software, trade secrets and other proprietary information relating to the business of Tjekvik (collectively, the "Confidential Information"), which Tjekvik desires to protect from unauthorized disclosure or use. The Customer hereto acknowledges that the Confidential Information of Tjekvik is confidential and agrees not to use the Confidential Information or to disclose such Confidential Information to anyone without the prior written consent of Tjekvik. The Customer agrees to use the same measures to protect Tjekvik's Confidential Information as it takes to protect its own Confidential Information, but in no event less than reasonable care under the circumstances.

### 17.3. Exclusions.

(a) Information that the Customer can show was in the Customer's possession at the time of disclosure and was not acquired, directly or indirectly, from Tjekvik or from a third party under a continuing obligation of confidence to Tjekvik; (b) Information which is now or subsequently becomes known or available to the public or in the trade by publication, commercial use or otherwise through no act or fault on the part of the Customer; and (c) Information which the Customer is required to disclose in response to a valid court order or otherwise required to be disclosed by Law, but only if the Customer has given Tjekvik prompt written notice of the potential for such disclosure and the opportunity to seek a protective order or obtain other relief to preserve the confidentiality of the Confidential Information.

17.4. Term of Confidentiality Obligation. Regarding Confidential Information that constitutes a trade secret under Law, the obligations in this Section shall continue for as long as such information constitutes a trade secret. Regarding all other Confidential Information, the obligations in this Section shall continue for the term of this Agreement and for a period of four (4) years thereafter.

## 18. PERSONAL DATA

18.1. Tjekvik does not own any personal data that the Customer's customers submit to the Software while using the leased item(s) ("Customer Personal Data"). The Customer, and not Tjekvik, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Personal Data, and Tjekvik shall not be responsible or liable for the deletion, correction, destruction, damage, loss, or failure to store any Customer Personal Data. Except for usage of any Customer Personal Data as necessary to bring and defend claims, to comply with requirements of the legal process, to cooperate with regulatory authorities, and to exercise other similar permissible uses as expressly provided under applicable Laws, Tjekvik shall not retain, use, sell or disclose the Customer Personal Data for any purpose, including other commercial purposes, outside of the direct business relationship with Tjekvik. Tjekvik will utilize commercially reasonable efforts to protect the security, confidentiality and integrity of the Customer Personal Data transferred, using reasonable physical and technical safeguards.

## 19. RETURN

19.1. Return of internal terminals: On termination of the Agreement as the result of expiration, termination or breach, the Customer must immediately pack the internal item(s) according to Tjekvik's guideline and return the internal leased item(s) to Tjekvik's headquarters or other location specified by Tjekvik, at the Customer's cost and expense. In the event there is any delay in the Customer's return of the leased items, Tjekvik shall have the right, without notice and at the Customer's cost, to arrange the deinstallation and collection of the leased item(s).

19.2. Return of external terminal: On termination of the Agreement as the result of expiration, termination or the Customer's breach, the Customer must immediately pack the external item(s) according to Tjekvik's guideline and return the external leased item(s) to Tjekvik's headquarters or other location specified by Tjekvik, at the Customer's cost and expense. In the event there is any delay in the

Customer's return of the leased items. Tjekvik shall have the right, without notice and at the Customer's cost, to arrange the deinstallation and collection of the leased item(s). If the Customer wants to purchase the used external terminal the Customer can do so at the expense of EUR 3.000,00.

19.3. The Customer must return the leased item(s) in the condition in which they were delivered, normal wear and tear excepted provided the Customer complied with its maintenance obligations.

19.4. Tjekvik will perform an inspection of the items upon their return, during which any damage or loss will be recorded. Tjekvik will notify the Customer of the result of the inspection within a reasonable period and issue an invoice for such losses, which shall be due and payable upon receipt.

## **20. ASSIGNMENT**

20.1. The Customer is not allowed to assign or transfer any interest in this Agreement without written consent of Tjekvik. Tjekvik may not assign this Lease without notice to or consent of the Customer. Subject to the foregoing, this Agreement inures to the benefit of, and is binding upon, the heirs, successors, and assigns of the parties hereto.

## **21. EXEMPTION FROM LIABILITY – FORCE MAJEURE AND SIMILAR CIRCUMSTANCES**

21.1. Any circumstances over which the Parties have no control, including but not limited to, pandemics, large-scale and local strikes and lockouts (including at subcontractors), whether internal or external or legal or illegal, and whether they are a primary strike or a solidarity strike or the like, fire, machine break-down, loss of operating power, power failure, computer virus, war or warlike conditions, legislative measures, public restrictions, absence or delays from subcontractors, import or export restrictions, unusual natural events of any kind or the like which result in delayed delivery, whether these circumstances occur abroad or in Denmark, (a "Force Majeure Event") will entitle Tjekvik to postpone delivery time and entitle Tjekvik, in its sole discretion, to cancel the order without Tjekvik incurring any liability.

21.2. In a Force Majeure Event, Tjekvik will notify the Customer without undue delay.

## **22. SUPPORT**

22.1. Tjekvik provides support on the leased item(s) within reasonable time.

22.2. Additional support or extra onboarding must be paid according to invoice or as separately agreed.

## **23. ADDITIONAL SERVICES AND AFTERSALES**

23.1. The terms of this Agreement shall govern all Order Forms for leased items or services entered by and between the parties subsequent to the initial Order Form, unless otherwise agreed between the parties in writing.

## **24. CHOICE OF LAW AND VENUE**

24.1. Any dispute, controversy or claim arising out of or in connection with the Subscription Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC"). The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators.

24.2. The seat of arbitration shall be Stockholm, the language to be used in the arbitral proceedings shall be English and/or Swedish, and the Agreement shall be governed by the substantive law of Sweden.

## **25. RELATIONSHIP OF THE PARTIES**

25.1. Neither this Agreement nor the parties' business relationship established hereunder will be construed as a partnership, joint venture or agency relationship, or as granting any franchise or business opportunity or constitute or be deemed to constitute one party as agent of the other, for any purpose whatsoever, and neither party shall have the authority or power to bind the other, or to contract in the name of or create a liability against the other, in any way or for any purpose.

## **26. WAIVER**

26.1. The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default and will not act to amend or negate the rights of the waiving party.

## **27. EQUITABLE RELIEF**

27.1. Each of the parties acknowledges that violation of Sections 3 and 4 may cause irreparable injury to the other party, and that such violation may not be capable of remedy by money damages or other remedy at law. Tjekvik shall therefore accordingly have the right to seek injunctive and equitable relief to restrain any improper disclosure or use (or any attempted or intended disclosure or use) in any court of competent jurisdiction, without the necessity of either party posting any bond in such proceeding, any such bond requirement being hereby waived by the parties hereto.

**28. SURVIVAL**

28.1. Those provisions of this Agreement which by their nature should survive termination of this Agreement shall so survive, including without limitation Sections 3, 14-18 and 23-28.