

ENERGY AUTO SWITCH AUTHORIZATION & SERVICES AGREEMENT

Authorized Reseller: Utility Rescue Holdings, Inc d/b/a The Savings Hub

SUMMARY IN PLAIN ENGLISH:

You authorize Utiliz or its affiliates to act as your special agent with the power to enroll you for service with one or more electricity supplier, natural gas supplier, and/or community solar supplier at any time that Utiliz or its affiliates find a Supplier offer or additional services that it believes, in good faith, will provide you with a value. You understand and acknowledge that any such switching will occur automatically without your additional consent and you agree not to switch yourself or your business, if enrolling as a commercial customer, while you are a Utiliz customer. You may terminate this authorization at any time. Please read your full legal agreement below

TERMS OF SERVICE

The Energy Auto Switch service is provided by Utiliz, LLC, and Utiliz Services, LLC (“Utiliz” or “we,” “our,” or “us”) a licensed energy broker, and sold by Utility Rescue Holdings, Inc d/b/a The Savings Hub, (“Reseller”) a reseller partner of Utiliz. Utiliz will provide the services described herein and Reseller will bill you for the services provided.

This Energy Auto Switch Authorization & Services Agreement (this “Agreement”) is made today (the “Effective Date”) between you (“you,” “your”) and Utiliz. You and Utiliz are sometimes collectively referred to as the “Parties” and individually as a “Party.”

You wish to be provided with the Services (as defined below) by Utiliz and Utiliz agrees to provide the Services to you in accordance with the terms and conditions of this Agreement

01 | SERVICES

1.01. You retain Utiliz to perform the following Service (collectively, the “Services”) on you and/or your business' behalf: online utility supplier switching service, which includes monitoring electric and natural gas suppliers (“Suppliers,” each a “Supplier”) and Supplier energy offerings, evaluating such offerings, and, based on such evaluations, enrolling you and/or your business in an energy supply service with Suppliers or with distribution utilities. The term “energy” refers to both electricity and natural gas to the extent available in a given state. The term, “Supplier” refers to entities licensed or eligible to provide electric and/or natural gas commodity service to retail customers.

1.02. You acknowledge and agree that Utiliz may use subcontractors and consultants to perform the Services.

02. | FEES AND PAYMENTS

2.01. **Fees.** As full and complete compensation for performing all Services specified in this Agreement, you will pay Utiliz the appropriate fee per month (“Monthly Fee”) of \$3.99 per residential meter or \$14.99 per commercial meter. You may opt in to make an

annual payment ("Annual Fee") of \$39.99 per residential meter or \$149.99 per commercial meter. Your Monthly Fee or Annual Fee will be determined automatically based on the number of meters you enroll, as set forth above.

2.02. Billing and Payment.

In your first month of the Term, you will be billed the Monthly Fee for the plan you select on the Effective Date. Thereafter, you will be billed the Monthly Fee for your correct usage on the anniversary of your Effective Date. If you selected an annual payment option, you will be billed at the time of your selection of an annual plan. Thereafter, you will be billed the Annual Fee for your correct usage on the one-year anniversary of your annual plan enrollment or selection. If you are on a monthly plan you will be billed monthly. Payments must be made by credit card, debit card, or such other method as may be agreed upon by you and Utiliz. If you fail to pay any fees or charges when due, Utiliz may elect, at its sole discretion, to terminate this Agreement without further notice, to temporarily withhold or suspend Services, to continue to provide the Services, or to switch Service from default utility rates to a Supplier. Such continuation, withholding or termination of Services as a result of non-payment by you shall not be a breach or default of any of Utiliz's obligations under this Agreement. If your Utiliz Service is canceled for any reason, Utiliz will no longer be managing your energy and/or natural gas switching. Whatever plan you were on at the time of cancellation will remain in effect until it expires or you switch yourself to another plan. You must monitor the expiration of that plan yourself and ensure you understand the implications of it expiring without a renewal or switch.

2.03. Automatic Credit and Debit Card Transactions.

YOU EXPRESSLY AUTHORIZE US OR OUR RESELLER PARTNERS TO CHARGE A CREDIT CARD OR DEBIT CARD ON FILE FOR PAYMENT OF CHARGES ON A RECURRING BASIS THROUGHOUT THE TERM OF THIS AGREEMENT (INCLUDING ANY RENEWALS). YOU UNDERSTAND THAT YOUR INFORMATION WILL BE SAVED FOR FUTURE TRANSACTIONS ON YOUR ACCOUNT. YOU MAY CANCEL THIS AUTHORIZATION AT ANY TIME BY CONTACTING US. THIS AUTHORIZATION WILL REMAIN IN EFFECT UNTIL CANCELLED

2.04. Supplier Payments. From time to time, Utiliz may receive payments from a Supplier as a result of switching your energy supply service and entering you into a contract with such Supplier. You consent to such payments and waive any claim related to such payments. Utiliz agrees that such payments will not alter Utiliz's obligations to provide the Services provided herein.

03 | TERM

3.01. Term of Agreement. Unless you elect an annual plan at time of enrollment or at any time while a customer of Utiliz, the term of this Agreement ("Term") is a month-to-month agreement and shall continue renewing for one-month periods on a monthly basis until terminated in writing by either Party. The Term for annual plans shall be one year from the date you select an annual plan and shall continue renewing for one-year periods on an annual basis until terminated in writing by either Party.

04 | AUTHORIZATION PROVIDED BY YOU TO UTILIZ

4.01. Monitoring Authorization. You authorize Utiliz to monitor energy markets on your behalf and identify opportunities for switching your Supplier to a plan that will save you money or such other plans as you may specify by written notice to Utiliz. You authorize Utiliz to act as your special agent for the purposes of obtaining Supplier pricing for the account(s) listed on your utility bill. You are under no obligation to deal with Utiliz exclusively, provided, however, that if Utiliz solicits prices from Suppliers on your behalf, you will not purchase directly from such Supplier outside the scope of this Agreement. Any such purchase directly from a Supplier by you during the Term may result in fees you incur from your current or new supplier that are your sole responsibility. Utiliz is not responsible for changes to plans, rates and/or Suppliers in the event of Supplier transferring your information and Services, without Utiliz's knowledge, to a new owner and/or Supplier and/or making changes, without Utiliz's knowledge, to your plans and rates.

4.02. Enrollment Authorization. You represent and warrant that you are the authorized representative for the account(s) covered by this Agreement. You authorize Utiliz to act as your special agent with the power to switch your energy Supplier at any time that Utiliz finds a Supplier offer that it believes, in good faith, will provide value, or as otherwise provided in written notices that you have provided to Utiliz. You understand and acknowledge that any such switching will occur automatically without your additional consent. You

expressly authorize Utiliz to sign Supplier contracts on your behalf with the signature “[yourname] BY [AGENT] (UTILIZ LOA)”. You further understand that Utiliz will prepare a new Letter of Authorization (“LOA”) for your account on a regular basis to provide as proof of our relationship and your authorization when we work with Suppliers. This authorization includes allowing Utiliz to revert you periodically to your utility’s default supply service if there is no Supplier offer that will save you money or otherwise meet the product selection criteria provided by you pursuant to Section 4.05. Such selection of the utility default supply service by Utiliz does not constitute termination of the Service and you authorize Utiliz to again switch you to a competitive Supplier at such time Utiliz can find you a Supplier that will provide value.

4.03. Data Release Authorization.

(a) You authorize Utiliz to contact your current local default utility and/or 3rd-party retail Supplier (if applicable) to obtain any and all information (“Customer Information”) either entity would provide to you with respect to personal, usage and account information, which among other things, may include Customer’s account name, account number, payment history, contract end date and any early termination fees, billing address, service address, telephone number, standard offer service type, rate classification, meter readings, historical usage information (including historical interval meter data), peak electricity demand and any other information necessary for Utiliz to provide Services hereunder. All types of data and information listed in this section 4.03(a) shall be recognized collectively and independently as “Customer Information”. By way of example, the terms of this Agreement permit Utiliz or a Supplier to request, acquire, obtain and/or access, Customer Information (including historic usage data) from the local default utility, or via a third-party tool utilized by Supplier.

(b) You further agree to authorize your local default utility and/or current or prospective Supplier to release to Utiliz any and all Customer Information that would be released to a Supplier, or directly to a customer, including all of the Customer Information listed in subsection (a) above. To the extent any Customer Information is provided to Utiliz by Customer’s Utility or Supplier, such Customer Information shall be treated as though the Customer provided the Customer Information to Utiliz directly. Upon the release of any Customer Information by the Customer directly, or through the Utility or Supplier, such Customer Information shall become Utiliz’ property. Customer expressly agrees that such Customer Information is public. Customer further authorizes Utiliz to use Customer Information for any reasonable business purpose and will not require Utiliz to destroy or return Customer Information in any form.

(c) Utiliz may disclose any account, customer or contract-related information to the Utility, a Supplier, its affiliates, or prospective purchasers of all or part of its business who have agreed to keep such information confidential, or as required by applicable local law.

(d) Utiliz will follow reasonable and customary practices to protect any Customer Information which is specifically identified by federal, state or local law as “Sensitive Personal Information,” and shall incorporate such policies in an internal Data Security Policy. To the extent any breach of Customer Information occurs, Utiliz shall not be held liable to the extent it follows its internal Data Security Policy.

4.04. State-Specific Clauses.

Authorization for Massachusetts Residents. Notwithstanding the foregoing provisions of this Section 4, if you are a Massachusetts resident: you agree that Utiliz will not provide you with the Services until you have executed a separate LOA. If you do not provide this executed LOA within thirty (30) days of the Effective Date, we will have the right to terminate this Agreement upon notice to you.

4.05. Product Selection. By written notice to us, you may request that we enroll you in Supplier plans with specified proportions of renewable energy or with time-of-use pricing. You acknowledge that the costs associated with such plans may be higher than the costs associated with other plans, including the utility default supply rate. If you make such a request, we will endeavor to switch you to an appropriate Supplier plan within sixty (60) days if such a plan is available. The requested product attribute(s) (e.g., renewable energy proportions, time-of-use pricing, or both), and not cost, will be the primary basis on which we select a new plan for you. Any such request will remain in effect until you cancel it by providing notice to us.

4.06. Exercise of Rescission Rights Authorization. If you live in a state whose laws or regulations provide you with a right to rescind a Supplier agreement within a certain amount of time, you authorize us to exercise this right on your behalf. You agree not to exercise any such right within the Term without providing notice to us. If you exercise any such rescission rights without providing notice to us, Utiliz will have the right to terminate this Agreement, and you shall not be eligible for any refund of fees that you have paid to Utiliz or Reseller.

05 | NOTIFICATION OF SUPPLIER SWITCHES

You will receive notification of switches done on your behalf by electronic mail (“email”). You will receive one notification when your enrollment is submitted by Utiliz to the Supplier. You will receive a second email after the local utility confirms with the Supplier that the switch has been accepted and the Supplier informs Utiliz. You will receive a third email on or about the date your enrollment becomes active. Thereafter, you will receive occasional emails from Utiliz, including monthly updates on or about your meter read date with information on our estimates of your savings to date compared to the historical usage you provide at time of enrollment. You will be able to view the status and history of your Supplier enrollments on the Utiliz website (the “Site”) in your Utiliz account, which may be provided in conjunction with our Supplier partners.

06 | SUPPLIER ARRANGEMENTS

6.01. Your Responsibility for Supplier Early Termination Fees. Except to the extent due to Utiliz’s knowing or willful actions, you are responsible for any early termination fees (“ETFs”) charged to you by Suppliers. If you join Utiliz while on an existing 3rd party Supplier plan, you may be liable for an ETF on your current contract when Utiliz initiates your first switch. Utiliz will attempt to contact you by email if this situation arises prior to performing your first switch to request your approval to proceed. However, under no circumstances will Utiliz be liable for any ETF you incur as a result of your pre-existing plan. While this Agreement is in effect, Utiliz will not knowingly cause you to incur an ETF as a result of actions by Utiliz without your consent.

6.02. Your Relationship with Your Supplier. Any supply agreement shall be between you and the Supplier. Utiliz is merely facilitating the transaction between you and the Supplier. You are obligated to continuously make timely payments to your local default utility.

6.03. Supplier Communications. To participate in the Services, you acknowledge that you must set up and maintain a Utiliz account via the Site. Any communication sent from any Supplier to you regarding your energy supply may instead be sent to Utiliz. We will use this information to update your account. Any important documents relating to your account will be available online in your Utiliz account and may not be forwarded to you by email. It is your responsibility to remain aware of emails and documents available on your Utiliz account. You will be deemed to have notice of each such communication or document after either; 1) notice of it has been emailed to you, or 2) it has been posted on your Utiliz account for twenty-four (24) hours (“Supplier Switch Notice”).

6.04. Switching Suppliers. During the Term, you agree not to switch your Supplier yourself or through any other person or entity. If you switch Suppliers during the Term, Utiliz will have the right to terminate this Agreement, and you shall not be eligible for a refund of any fees that you paid to Utiliz or Reseller. Additionally, you agree that you are solely responsible for any penalties or fees incurred as a result of your switching Suppliers, or make other changes that inhibit our ability to provide Services to you during the Term. Such changes include, but are not limited to: name change (including first or last name of account holder), address, phone number, e-mail address, rate class, service type, or other changes to your personal information (“Personal Information”).

6.05. Supplier Selection. Utiliz does not warrant that it will solicit prices from every potential Supplier or that it will receive competitive offers from every Supplier it does solicit, or that it will always select the lowest-cost plan. Utiliz reserves the right not to consider plans from Suppliers that it considers to be not creditworthy or that otherwise do not meet Utiliz’s standards. You accept Utiliz’s use of such standards to evaluate and select Suppliers.

07 | INDEMNIFICATION

You shall indemnify, defend, and hold harmless Utiliz, its principals, employees, agents, licensors, attorneys, parents, subsidiaries, affiliates, suppliers, and the officers, directors, employees, consultants and agents of each, from and against any and all claims, losses, expenses or demands of liability, including attorneys’ fees and costs incurred, in connection with or arising from or out of (i) your negligence or willful misconduct, (ii) your breach of any of the terms of this Agreement, (iii) your use or inability to use the Site or Services, (iv) your failure to comply with applicable laws or regulations, and (v) your relationship with any Supplier. THIS SECTION 8

STATES THE ENTIRE OBLIGATION AND THE EXCLUSIVE REMEDIES WITH RESPECT TO THE PARTIES' INDEMNIFICATION OBLIGATIONS PURSUANT TO THIS AGREEMENT.

08 | LIMITATION OF LIABILITY

8.01. Limitation of Liability. To the fullest extent permitted by law: (a) Utiliz and its subcontractors, and their respective officers, directors, agents, representatives, shareholders, members, employees, partners, successors and assignees, shall not be liable to you for any indirect, incidental, special, consequential, punitive, or exemplary damages arising under this Agreement, or associated with your use of the Site, including, but not limited to, damages for loss of profits, goodwill, use of data, lack or loss of data, or other intangible losses, whether the claim for such damages is based on warranty, contract, tort (including negligence or strict liability) or otherwise (even if Utiliz or its applicable subcontractor has been advised of or should have been aware of the possibility of such damages), and (b) Utiliz and its applicable subcontractor's maximum aggregate liability of any kind arising under or relating to this Agreement and the Site shall be one hundred United States dollars (\$100.00). The foregoing limitations shall apply to all causes of action, whether arising from breach of contract, release of Customer's Sensitive Personal Information, breach of warranty, negligence or other tort, or any other legal theory; moreover, these limitations will apply notwithstanding a failure of essential purpose of any limited remedy. Nothing in this Agreement is intended to exclude or limit any condition, warranty, right, or liability in a manner that is not permissible under applicable law.

8.02. Fiduciary Duty Waiver. To the fullest extent permitted by law, except as otherwise provided in this Agreement, Utiliz shall not have any duties or liabilities, including fiduciary duties, to you. All such duties or liabilities are hereby irrevocably disclaimed and eliminated.

9 | YOUR COOPERATION

From time-to-time, we may require your assistance to switch your account to a lower cost Supplier, return your account to default local Utility service, or perform the other Services described in this Agreement. You agree to comply with all reasonable requests of Utiliz, including, but not limited to the following:

- Provide Utiliz with access to all documents, as may be reasonably necessary for the performance of the Services.
- Promptly provide information needed to confirm your identity as may be required for Utiliz to switch your account to a lower cost Supplier (or return your account to Utility service).
- Notify your Supplier or Utility that Utiliz is your authorized agent and is permitted to make changes to your account.
- Advise if there are any changes to the Personal Information on record with the Utility or Supplier as more fully described in Section 6.04.
- Review your Personal Information on an annual basis and expressly confirm its accuracy. If you fail to comply with any of Utiliz's requests, the Satisfaction Guarantee is null and void.

If you fail to comply with any of Utiliz's requests, the Satisfaction Guarantee is null and void.

10 | TERMINATION

10.01. Termination for Breach. We may terminate this Agreement at any time if you breach a covenant, commitment, or obligation under this Agreement. Such termination shall be effective immediately upon notice to you. Termination shall be in addition to any other remedies that may be available to us.

10.02. Termination for Regulatory Requirement. We may terminate this Agreement at any time if, in our sole judgment, this Agreement, or any part of this Agreement, conflicts with any legal or regulatory requirements. Such termination shall be effective immediately upon notice to you.

10.03. Termination for Convenience. Either Party may terminate this Agreement at any time without cause by giving thirty (30) days' prior written notice to the other Party.

10.04. Obligations upon Termination. Termination of this Agreement for any reason shall not discharge either Party's liability for obligations incurred hereunder prior to termination or amounts unpaid at the time of such termination. You shall pay Utiliz for all Services rendered prior to the effective date of termination. The Satisfaction Guarantee shall be null and void if you terminate this Agreement. If Utiliz cancels your Service account, you will receive a pro-rated cash refund of any subscription fees paid, unless you switched your Supplier yourself or with another broker outside of Utiliz while a Utiliz customer. The Satisfaction Guarantee shall be null and void if you terminate this Agreement.

10.05. Supplier Service upon Termination. You acknowledge that termination or expiration of this Agreement will not affect any arrangements that you have with any Suppliers. Upon termination or expiration of this Agreement, Utiliz will have no responsibility to manage, monitor, or switch your arrangements with Suppliers.

10.06. Termination Fee. There is no termination fee for cancellation of this Agreement by you, per the terms of this Section 11.

11 | RELATIONSHIP OF THE PARTIES

(a) Authorization Relationship. As outlined in Section 4 above, the relationship of the Parties is limited to an agency relationship whereby Customer is the principal and Utiliz acts as your agent. This agency relationship is effectuated when you sign the Letter of Authorization, which is required with your execution of this Agreement.

(b) Limitation of Relationship. Nothing in this Agreement, and no course of dealing between the Parties, shall be construed to create or imply an employment or a partnership or joint venture relationship. Utiliz is not a Supplier, generator, transmitter, utility, financial advisor, commodity trading advisor, or distributor of energy. Utiliz assumes no responsibility for the energy supply obligations of any Supplier under any contract entered into by you (either directly or through Utiliz) and such Supplier.

12 | FORCE MAJEURE

Neither Party shall be liable hereunder for any failure or delay in the performance of its obligations under this Agreement, except for the payment of money, if such failure or delay is on account of causes beyond its reasonable control, including acts of the public enemy, civil commotion, war, fires, floods, accident, earthquakes, inclement weather, telecommunications line failures, electrical outages, network failures, governmental regulations or controls, casualty, strikes or labor disputes, terrorism, acts of God, or other similar or different occurrences beyond the reasonable control of the Party so defaulting or delaying in the performance of this Agreement, for so long as such event is in effect. Each Party shall use reasonable efforts to notify the other Party of the occurrence of such an event within five (5) business days of its occurrence.

13 | ARBITRATION; CLASS ACTION WAIVER

To the fullest extent permitted by law, it is expressly agreed that any controversy or claim arising out of or relating to this Agreement (except any claim by us for payment due from you) shall be settled by binding arbitration in Bridgeport, Connecticut in accordance with the substantive laws of the State of Connecticut (excluding choice of law) and the Commercial Arbitration Rules of the American Arbitration Association. It is further expressly agreed that judgment upon any award rendered by a single arbitrator may be entered in any court of competent jurisdiction. We each agree to arbitrate solely on an individual basis and understand, and agree, that this Agreement does not permit class arbitration or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding. The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. TO THE EXTENT PERMITTED BY LOCAL LAW, YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND UTILIZ ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION

OR TO SUE IN A COURT (OTHER THAN AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT AS DESCRIBED HEREIN).

14 | AUTHORIZED SIGNATORIES

It is agreed and warranted by the Parties that the individuals signing this Agreement on behalf of the respective Parties are authorized to execute such an agreement. No further proof of authorization shall be required.

15 | NOTICES

Except for Supplier Switch Notices, as described in Section 7.03, all notices or other communications required under this Agreement shall be in writing and shall be deemed effective when received and made in writing by either (i) hand delivery, (ii) registered mail, (iii) certified mail, return receipt requested, (iv) overnight mail, (v) or electronic mail (email) addressed to the Party to be notified at the following address, or to such other address as such Party shall specify by like notice hereunder:

You:

To the name and address provided during enrollment and/or the name and address on your utility bill.

Us:

Utiliz Services, LLC
7880 San Felipe, Suite 210
Houston, TX 77063
Attention: Administration
help@myutiliz.com

Either Party may update its contact information by providing timely notice to the other party.

16 | COMMUNICATIONS

Customer agrees that by accepting this Agreement and providing its phone number, which can be a landline and/or mobile number, to Utiliz, its affiliates and/or assignees, Utiliz, its affiliates and/or assignees, may call and/or text Customer with autodialed and/or pre-recorded information. By including your internet e-mail address in your enrollment application, you specifically agree that the written notices contemplated in this Agreement may be delivered to you electronically at the e-mail address so included. You may revoke your agreement to accept notices from us electronically by notifying us in writing of that revocation. .

17 | MODIFICATION

Subject to applicable law, Utiliz may amend or change this Service Agreement (including any applicable fees and service charges) from time to time by posting the updated terms at myutiliz.com (referred to as, the "Utiliz Site"). Please access and review this Service Agreement regularly. If you find the Service Agreement unacceptable to you at any time, promptly cancel your profile and enrollment with Utiliz and immediately discontinue your use of the Services. Your continued access of the Utiliz Site or use of the Services after any amendment, modification or change to the terms and conditions of this Service Agreement shall constitute your agreement and acceptance to such amendment, modification or change.

18 | UTILIZ WEBSITE

18.01. Use of the Utiliz Website. The Site is the intellectual property of Utiliz. You may use the Site only in connection with enrolling and

managing your account with Utiliz. Any other use of the Site, and any reproduction, redistribution, or reverse engineering of the Site, as well as any use of the Site to gain unauthorized access to any accounts, computer systems, sites, or networks, or to obtain or attempt to obtain any information other than such information as the Site is intended to provide to you, is unauthorized and expressly prohibited.

18.02. AS-IS. The Site is provided to you on an “as is” and “as available” basis, without representation or warranty of any kind, whether express, implied, statutory or otherwise. Neither Utiliz nor its third-party providers make any warranty that the Site is error-free, current, complete, will meet your requirements, will be available continuously or at any particular time, or is compatible with any particular device, site, or platform. Your use of the Site and any material obtained through the use of the Site is at your own discretion and risk and you are solely responsible for any damage to any computer system, Site or device or any loss of data that results from such use. To the maximum extent permitted by law, Utiliz and its third-party providers expressly disclaim all warranties and conditions of any kind, whether express or implied, including the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. No information (oral or written) obtained by you from Utiliz or through the Site shall create any warranty not expressly stated in this Agreement.

18.03. Privacy Policy. You agree to be bound by the privacy policy published on the Site, which may be amended from time-to-time

19 | GENERAL & ADMINISTRATIVE PROVISIONS

19.01. Entire Agreement. This Agreement is the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the Parties, whether written, oral, electronic or otherwise. The Parties acknowledge and agree that they are not relying upon any representations or statements made by the other Party or the other Party's employees, agents, representatives or attorneys regarding this Agreement, except to the extent such representations are expressly set forth in this Agreement.

19.02. Waiver. No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving Party. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this Agreement thereafter.

19.03. Headings, Construction. The headings and captions in this Agreement are for the purposes of convenience, and do not define, limit, or extend the scope or intent of the provisions of this Agreement.

19.04 Severability. If any provision or portion of this Agreement is rendered by applicable law or held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect. The part of this Agreement that is found invalid or unenforceable will be amended, changed or interpreted to achieve as nearly as possible the same objectives and economic effect as the original provision, or replaced to the extent possible, with a legal, enforceable and valid provision that is similar in tenor to the stricken provision, within the limits of applicable law.

19.05 Survival. Each term and provision of this Agreement that should by its sense and context survive any termination or expiration of this Agreement, shall so survive regardless of the cause and even if resulting from the material breach of either Party to this Agreement.

19.06 Rights Cumulative. The rights and remedies of the Parties provided shall be cumulative and not exclusive of any rights or remedies provided by law or equity.

19.07 Assignment, No Third-Party Beneficiaries. You may not assign this Agreement, either in whole or part, without the express written consent of Utiliz. Any assignment without such consent shall be null and void. Utiliz may assign this Agreement, in whole or part, in its sole and absolute discretion, to another entity eligible to act as a broker in accordance with all applicable rules and procedures, if any, governing such transactions. Notwithstanding the foregoing, this Agreement shall be binding upon and inure to the benefit of the successors, assigns and legal representatives of the Parties. There are no third-party beneficiaries to this Agreement.

19.08 Governing Law and Venue. This Agreement will be governed by and interpreted in accordance with the laws of the State of Connecticut, without giving effect to the principles of conflicts of law. Subject to Section 14, the Parties agree that any action arising

out of this Agreement will be brought solely in any state or federal court located in Bridgeport, Connecticut. Both Parties hereby submit to the exclusive jurisdiction and venue of any such court.

Accepted by:

Address:

Date:

Card details: