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(a) All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of New Jersey without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall be instituted only in a federal or state court located in the State of New Jersey, and each party irrevocably submits to the personal jurisdiction of such courts and waives all defenses thereto, including any defenses based upon the inconvenience of the forum. THE PARTIES WAIVE ALL RIGHTS TO A JURY TRIAL IN ANY DISPUTES ARISING FROM OR RELATING TO THIS AGREEMENT.

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