

TERMS & CONDITIONS

BY AGREEING TO THE FOLLOWING TERMS & CONDITIONS YOU ARE ENGAGED IN THE FOLLOWING AGREEMENT
ANY CONTROVERSY UNDER THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION PURSUANT TO THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. THIS NOTICE IS GIVEN PURSUANT TO § 171.001 OF THE TEXAS CIVIL PRACTICE & REMEDIES CODE

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the "Agreement") is entered into and to be effective as of the date hereof, by and between **REYNOLDS & CAMPBELL MANAGEMENT, LLC.**, a limited liability company, with an assumed name of **WEATHERFORD BUSINESS CENTER**, organized and existing under the laws of the state of TEXAS, (the "CONSULTANT"), and **CLIENT**, an individual, company or organization, (the "CLIENT").

WITNESSETH:

WHEREAS, the Consultant is willing to provide consulting services to the Client; and

WHEREAS, the Client desires to contract with the Consultant as an independent contractor for consulting services related to the Client's business; and

WHEREAS, the Consultant is willing to provide consulting services to the Client; and

NOW, THEREFORE, in consideration of the foregoing, which is incorporated herein by this reference, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

- 1) **Scope of Work**. The Consultant shall provide professional consulting services in the area of business and project management, research, marketing, sales, project and operational financing, business networking and introductions, representation, business model forecasts and preparation of other business and financial data as needed by the Client, bookkeeping, accounting, payroll services, tax preparation and other services as may be available and offered from time to time (the "Services"). At all times, the Services provided pursuant to this Agreement and the relationship between the Consultant and the Client shall remain in compliance with this Agreement. This Agreement shall remain in force until terminated as provided in Section (4) hereunder.
- 2) **Consulting Fee**. In return for the performance of the Services by the Consultant, the Client shall make payment to the Consultant as follows (the "Consulting Fees"):
 - a) **Equity Position**. An equity position is not applicable to most agreements, but may be negotiated be and between the Consultant and Client if both parties so choose.
 - b) **Finders & Services Fee**. Upon the completion of a closing or contract award on any transaction which provides monetary consideration to the Client, the Client shall transfer to the Consultant a transaction fee, in immediately available funds or first draw, in an amount equal to **THREE PERCENT (3%)** of the gross proceeds amount obtained by the Client due to the Services provided by the Consultant, upon verification of Consultant. These fees are strictly limited to awards in which Consultant assisted Client in obtaining or arranging.
 - c) **Consulting Fees**. Upon the execution of this Agreement, the Client will pay fees in consideration of the services provided by the Consultant. These are payments of good faith and satisfy the upfront cost of services. The rates and charges for the additional Services rendered by Consultant shall be set forth in invoices issued pursuant to this Agreement. Each of Client's invoices shall be paid not more than ten (10) days after the date of invoice. No offsets may be taken against invoiced charges. Consultant shall apply Client's payment to the amount due for the specified invoice, regardless of

TERMS & CONDITIONS

whether there are earlier unpaid invoices. Consultant may assess a service charge of 12% per month (or the highest lawful rate, if less) against any past due amounts. A detailed explanation of up-front fees can be found in Attachment "A".

- d) **Expenses.** The Consultant will submit to Client its invoice for any "hard cost" expenses as requested, by the Client, in writing. This shall include, but is not be limited to, printing costs for tangible marketing materials, technology fees, filing fees, etc. The Client agrees to pay any invoice to the Consultant in accordance with the terms of the invoice provided by the Consultant. The Client understands that no actual orders will be placed until the Client has satisfied any outstanding invoice(s) in full.
- e) **Expense Advances.** If agreed upon, the Client will pay a set amount in consideration as an advance for Consulting expenses. This is an advance payment of good faith and satisfies the upfront cost of anticipated expenses. Actual expenses will be deducted from this advance, with invoices and account statements being provided to the Client. All unused portions if any will be returned to Client upon request at the time of termination of this Agreement. The acceptable method of payment is wire transfer.

3) **Deliverables.**

- a) A description of contractual deliverables will be stated on the client's invoice.
- b) By satisfying any part of or the entire invoice the client agrees fully to the deliverables stated as well as to the Terms and Conditions of Weatherford Business Center.

4) **Term and Termination.**

- a) **Effective Date.** This Agreement shall be deemed to become effective to be effective as of the date hereof (the "Effective Date").
- b) **Agreement Term.** The term of this Agreement, begins upon the Effective Date and shall continue until the one (1) year anniversary following the effective date of the Agreement and shall consistently and automatically renew unless either party terminates this agreement in writing.
- c) **Termination.** This Agreement may be terminated unilaterally by either party (the "Terminating Party), as evidenced by an instrument in writing signed by the Terminating Party (the "Termination Agreement"). If termination occurs in this manner, the effective date of such termination shall be the thirtieth (30th) day following the effective date of the Termination Agreement, unless otherwise specified in the Termination Agreement. There shall be no refunds made to client for terminated services.

5) **Independent Contractor Relationship.** No relationship of employer and employee is created by this Agreement. To such end, the following provisions shall govern the relationship of the Parties under this Agreement:

- a) **Control Over Activities.** In the performance of the duties contemplated under this Agreement, the Consultant is at all times acting and performing as an independent contractor. The Consultant shall retain sole discretion and judgment as to the manner and means of accomplishing the desired results of the Services. Beyond assuring that its operations are in conformity with the law, the Client will not direct or control activities of the Consultant such as working hours, methods used, procedures followed, vacations, time off from working activities or any other activities of the Consultant; provided, however, that the Consultant agrees that all work performed pursuant to this Agreement shall be in strict accordance with the highest professional and ethical standards.
- b) **Benefits.** It is understood and agreed that Consultant shall have no claim under this Agreement or otherwise against the Client for social security benefits, workers' compensation benefits, disability benefits, unemployment benefits, retirement benefits,

TERMS & CONDITIONS

health insurance benefits, vacation pay, sick leave, or any other employee benefit of any kind.

- c) **Workers' Compensation.** Consultant acknowledges that laws regarding Workers' Compensation under the state law of Texas entitle an employee to recover payments for medical expenses, loss of income, and disability benefits in the event that such employee is injured while acting within the scope of business related employer/employee activities. The Consultant understands that the Consultant is an independent contractor under this Agreement, and the Consultant hereby waives any right under Texas law for any Workers' Compensation benefits or protection. The Consultant acknowledges that the Consultant will be individually responsible for any medical expenses, loss of income and disability that the Consultant might sustain while acting as an independent contractor of the Client.
- d) **Payment of Taxes and Expenses.** The Consultant shall have the sole responsibility for paying any and all applicable federal, state and local income taxes, gross receipt taxes, FICA taxes, and all other withholding taxes, unemployment and disability benefits, health insurance, automobile insurance and other automobile costs, and workers' compensation obligations, and any and all benefits, license and permit fees of whatever nature. The Client shall, to the extent legally required, file all necessary tax information and reports with federal, state, and local taxing authorities, including an Internal Revenue Service Form 1099, to report any income to the Consultant arising under this Agreement. The Client shall not withhold or pay federal, state and local income taxes, social security taxes, disability, workers' compensation, or unemployment insurance payments, or any other assessments for taxes from the commissions of the Consultant. The Consultant represents and warrants that the Consultant will report to the appropriate taxing authorities all income earned from the Client pursuant to this Agreement and pay all federal, state, and local income and self-employment taxes and other assessments required by law. The Consultant shall indemnify and hold the Client harmless against any and all liabilities, losses, damages, claims, causes of action, and expenses (including, without limitation, attorneys' fees and disbursements) incurred by the Client in connection with any failure of the Client to pay or file any of the foregoing payments, withholdings, contributions, taxes, fees, and documents and returns, including but not limited to federal, state and local income taxes, social security taxes, disability, workers' compensation, or unemployment insurance payments, or any other assessments for taxes.
- 6) **Disclosure.** The Client shall provide the Consultant, on a regular and timely basis, with data and information as shall be reasonably requested by the Consultant in relation to the performance of the Services by the Consultant, and shall advise Consultant of any facts which would affect the accuracy of any data and information previously supplied pursuant to this provision. Furthermore, the Client acknowledges the fact that they have the right to use any intellectual property and will indemnify Weatherford Business Center against any potential infringement liability.
- 7) **Person.** For purposes of this Agreement, "Person" shall mean any individual, partnership, corporation, limited liability Client, association, business trust, joint venture, governmental entity, business entity or other entity of any kind or nature.
- 8) **Mediation/Arbitration.** In the event that the parties are unable to resolve any dispute between them which relates to, or originates from, this Agreement, the parties hereto, agree that each shall be subject to binding mediation and arbitration in accordance with the terms of Exhibit "A".
- 9) **Venue.** Subject to Section (8) and Exhibit "A", the parties agree that in the event that either party is required to enforce its rights hereunder, the venue for any such court action

TERMS & CONDITIONS

enforcing this Agreement shall be proper in the state and/or federal courts located in Weatherford or Parker County, Texas, and that the each party hereby waives any claims in said court action that venue in the state and/or federal courts Weatherford or Parker County, Texas is improper.

- 10) Right to Publicize Relationship.** The Client and the Consultant consent to and permit the issuance of press releases or other public statements regarding this Agreement or the relationship of the parties.
- 11) Location.** The Consultant's services shall be rendered at the principal offices of the Consultant or at any other location in the sole discretion of the Consultant. Neither party hereto shall be required to provide the other with office space or secretarial or other support services in connection with his rendering of the services described hereunder.
- 12) Devotion of Time.** Nothing in this Agreement shall preclude the Consultant during the term of this Agreement from engaging, directly or indirectly, in any business activity and the Consultant shall be permitted to spend portions of its working time and best efforts, energy and skill as is necessary to fulfill its duties in any other business activities.
- 13) Representations and Warranties.**
- a) Consultant.** The Consultant represents and warrants (i) that the Consultant has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with the Consultant's undertaking this relationship with the Client and (ii) that the performance of the Services do not and will not violate any applicable law, rule or regulation.
 - b) Client.** The Client shall be deemed to have made a continuing representation of the accuracy of any and all facts, material information and data which it supplies to the Consultant and acknowledges its awareness that the Consultant will rely on such continuing representation in disseminating such information and otherwise performing the Services. Further, the Client represents and warrants (i) that it has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with its undertaking this relationship with the Consultant and (ii) that the performance of the Services do not and will not violate any applicable law, rule or regulation.
- 14) Non-Broker-Dealer Disclosure.** The Consultant hereby represents that it does not qualify as a "broker-dealer" under the Securities Exchange Act of 1934, any regulation issued by the Securities and Exchange Commission or any standard maintained by the Financial Industry Regulatory Authority and that it has not presented itself to the Client or the public at-large as a broker-dealer.
- 15) Remedies Cumulative.** Except as otherwise expressly provided herein, all rights, powers and privileges conferred hereunder upon any party shall be cumulative and not restrictive of those given by law. No remedy herein conferred is exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given by agreement or now or hereafter existing at law or in equity or by statute.
- 16) Confidentiality.** The parties may disclose, or may have disclosed, to each other, both orally and in writing or in other tangible form, certain confidential information with respect to the Client's business, as well as the Services provided under this Agreement. The parties hereby agree to keep such information and the terms of this Agreement confidential. The parties shall not disclose to any other person (except for legal, tax and financial advisors) any information relating to this Agreement or its subject matter and shall treat as confidential all information and documents relating hereto.
- 17) Indemnification.** The Client agrees to defend, indemnify and hold the Consultant harmless from and against any and all claims, demands, liabilities, actions, judgments, and expenses, including reasonable attorneys' fees, arising out of or related to: (i) any breach or alleged

TERMS & CONDITIONS

breach of any of the Client's representations and warranties hereunder; (ii) any proceedings against the Client and/or the Consultant by any federal, state and/or local regulatory agency relating to the development, manufacturing, distribution and/or commercial use of products produced for by the Client; (iii) any injury to any person or entity caused by such person's use of products produced by the Client, including without limitation any product defect or product liability claims; and (iv) any interest in the Client, as an owner or otherwise, received by the Consultant in return for the Consultant's performance of the Services provided for under this Agreement.

- 18) **Attorney Fees.** Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party or parties prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorney fees and costs in such litigation from the party or parties against whom enforcement was sought.
- 19) **Knowing Consent.** The parties hereto acknowledge that each has read this Agreement in full and has executed and delivered this Agreement of its own free will, and that it has been advised by counsel of its choice in entering into this Agreement or has waived such right. The parties acknowledge this has been an arm's length transaction and negotiated in good faith.
- 20) **Mutual release.** Each party acknowledges that except for his rights under this Agreement, he has no claim whatsoever against the other party.
- 21) **Good Faith.** Each party agrees that, in its respective dealing with the other party under or in connection with this Agreement, it shall act in good faith and that its agreement relative to decisions and actions hereunder will not be unreasonably withheld.
- 22) **Default.** If either party fails to perform any of its obligations under this Agreement and such default is capable of being cured and continues for a period of fifteen (15) days after notice of the default is given to the party in default, then the other party may, at any time prior to the default being cured, terminate this Agreement by giving notice of termination to the party in default. The rights under this paragraph are in addition to, and are not a limitation on or in substitution for, any other rights which a party has by reason of any default, including, without limitation, a claim for damages or injunction.
- 23) **Force Majeure.** Nonperformance of either party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the control and not caused by the negligence of the nonperforming party. In the event of force majeure, the affected party shall immediately notify the other party in writing of such event and shall take all reasonable actions necessary to remedy, avoid, terminate, rectify or otherwise overcome such an event. During the event of force majeure, the affected party shall keep the other party reasonably informed of the status and all actions the affected party is taking to overcome such event.
- 24) **Waiver or Failure to Act.** The waiver of failure of either party to exercise in any respect any right provided for such party herein shall not be deemed a waiver of any further right hereunder.
- 25) **Severability.** If any provision of this Agreement shall, to any extent, be held invalid, illegal or unenforceable, in whole or in part, the validity, legality, and enforceability of the remaining part of such provision, and the validity, legality and enforceability of the other provisions hereof, shall not be affected thereby and each term, covenant or condition shall be valid and enforced to the fullest extent permitted by law. If any such invalidity shall be caused by the length of any period of time, the size of any area or the scope of activities set forth in any provision hereof, such period of time, such area or scope or all, shall be considered to be

TERMS & CONDITIONS

reduced to a period, area, or scope which would cure such invalidity. Any provision of this Agreement which is held invalid, illegal or unenforceable in any jurisdiction shall not be deemed invalid, illegal or unenforceable in any other jurisdiction.

- 26) Entire Agreement.** This Agreement embodies the entire understanding and agreement among the parties pertaining to the subject matter hereof, and all prior agreements and understandings of the parties, whether written or oral, are terminated and superseded by this Agreement and shall be deemed merged herein.
- 27) Further Assurances.** Each of the parties will execute, deliver, acknowledge or supply such further documents, instruments and assurances as shall be reasonably necessary or appropriate to carry out the full intent and purposes of this Agreement.
- 28) Binding Effect.** This Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by and against all the parties and their respective heirs, legal representatives, personal representatives, successors and permitted assigns. Nothing in this Agreement, expressed or implied, is intended to or shall confer upon any person other than the parties, and their respective heirs, legal representatives, personal representatives, successors and permitted assigns, any rights, remedies, obligations or liabilities.
- 29) Counterparts.** This Agreement may be executed in more than one counterpart, each such counterpart shall be deemed an original, and all such counterparts shall constitute one and the same agreement. This Agreement shall be effective when executed by all parties, but all parties need not execute the original or the same counterpart.
- 30) Incorporation of Schedules.** This Agreement shall be deemed to have incorporated by reference all of the Schedules referred to herein to the same extent as if such Schedules were fully set forth herein. Each reference to "this Agreement" shall be construed to include each such Schedule.
- 31) Assignment and Transferability.** Neither party may transfer or assign any of its rights or obligations under this Agreement without the written consent of the other, and any such transfer or assignment without such written consent shall be null and void.
- 32) Notices.** All notices, requests, consents and demands given or made pursuant hereto shall be in writing and delivered or mailed to any party addressed as follows or to such other address as a party may designate by notice to the other in accordance herewith:

If to the Consultant: **Weatherford Business Center**
1823-A Clear Lake Road
Weatherford, Texas 76086

If to the Client: The contact information including, but not limited to, the primary contact, address, phone number and email address shall be provided by the client. It will be on file at the office of the Consultant and shall be the responsibility of the Client to update the Consultant, by instrument in writing, should updates or changes occur.

Any notice shall be deemed delivered upon delivery if personally delivered and upon postmarking if sent by certified mail, postage prepaid, addressed to a party at the address set forth herein or at such other address as a party may have designated in the manner provided herein.

- 33) Amendment and Waiver.** This Agreement may be amended only by an instrument in writing signed by all parties, and no provision of this Agreement and no right or obligation of either party under this Agreement may be waived except by an instrument in writing signed by the party waiving the provision, right or obligation.

TERMS & CONDITIONS

- 34) Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Texas.
- 35) Section Headings.** Section headings are for convenient reference only and shall not affect the meaning or have any bearing on the interpretation of any provision of this Agreement.
- 36) Signatures:** An electronically signed copy, scanned copy or original copy of this Agreement shall constitute a legal and binding instrument. By setting forth my hand below I warrant that I have complete authority to enter into this Agreement.

***THIS PAGE COMPLETES THE
TERMS & CONDITIONS OF
WEATHERFORD BUSINESS CENTER***

EXHIBIT “A”

DISPUTE RESOLUTION MEDIATION & ARBITRATION

Any controversy under agreements, contracts or awards by Reynolds & Campbell Management, LLC d/b/a Weatherford Business Center, are subject to binding arbitration pursuant to the Commercial Arbitration Rules of The American Arbitration Association. This Notice is given pursuant to § 171.001 of the Texas Civil Practice & Remedies Code.

- 1) **Negotiation.** Any Designated Controversy, claim or dispute arising out of or relating to this Agreement, or the breach hereof, or any act or omission occurring during performance hereunder (the "Controversy") shall be subject to Negotiation. The parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 30 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be settled by Mediation or finally by Arbitration. At no time during this informal negotiation period, shall any process impede or hinder either party to continue its daily business and operations.
- 2) **Mediation.** In the event that any Designated Controversy is not resolved by Negotiation, the Controversy shall be subject to mediation in accordance with the Commercial Mediation Rules of the American Arbitration Association (the "AAA"). Upon such election each party hereto shall be obligated to mediate and/or arbitrate as set forth herein.
- 3) **Arbitration.** In the event that any Designated Controversy is not resolved by mediation, this Agreement and the parties hereto agree that each shall be subject to binding arbitration as set forth herein.
 - a) **Procedures.** Any Designated Controversy arbitrated hereunder shall be subject to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "AAA") which shall be applicable except to the extent as otherwise provided herein. In the event of conflict between the AAA rules and these provisions, the provisions herein shall apply. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.
 - b) **Appointment of Arbitrators.** The claimant and respondent may elect to have a one (1) arbitrator panel. If both sides do not agree to a single member panel, the parties shall use a three (3) member panel.
 - c) **Qualifications of Arbitrators.** The panel shall consist of (i) one member who has experience with start-up companies.
 - d) **Presentation of Case.** The demand submitted by a claimant shall contain a statement of the facts, statement of the legal and factual issues presented, statement of the position of the claimant with respect to each such legal and factual issue, and the legal and factual arguments in support of such party's position with citations to law. Within twenty (20)

business days of the appointment of the arbitration panel, the respondent shall submit to the claimant, its statement of facts, statement of legal and factual issues, statement of the position of respondent with respect to such issues with legal and factual arguments in support of respondent's position, and together with counterclaims, if any, and defenses to the position of the claimant, with citations of law. Respondent, within twenty (20) business days of receipt of any counterclaim, shall answer such counterclaim in the same manner set forth above.

- e) **Location of Arbitration.** The claimant and respondent agree to arbitration in the State of Texas.

- f) **Pre-Hearing Discovery.** The parties shall cooperate to the fullest extent practicable in a voluntary exchange of documents and information to expedite the arbitration. The parties shall produce requested documents, answer up to 50 interrogatories, and make individuals available for depositions. Any request for documents, depositions or other information should be specific, relate to the matter in controversy, and afford the party to whom the request is made a reasonable period to respond without interfering with the time set for the hearing. Depositions shall be held at the residence city of the deponent.
 - i) Any party may serve a written request to answer interrogatories or produce documents or make available persons for depositions (an "information request") upon another party within twenty (20) business days after the filing of an answer by respondent. The requesting party shall serve the information request upon all parties and file a copy with the Director of Arbitration. Parties shall endeavor to resolve disputes regarding an information request prior to serving any objection to the request. Such effects shall be set forth in any objection.
 - ii) Unless a greater time is allowed by the requesting party, information requests shall be satisfied or objected to within thirty (30) calendar days from the date of service. Any objection to an information request shall be served upon by the objecting party on all parties who filed with the Director of Arbitration.
 - iii) Any response to objections to an information request shall be served on all parties and filed with the Director of Arbitration with ten (10) calendar days after the receipt of the objection.
 - iv) Upon the written request of a party whose information is unsatisfied, the matter will be referred by the Director of Arbitration to either a prehearing conference or to a selected arbitrator for decision.

- v) At least ten (10) calendar days prior to the first scheduled hearing date, all parties shall serve on one another copies of all documents in their possession that they intend to present at the hearing and shall identify all witnesses they intend to present at the hearing. The arbitrators may exclude from the arbitration any documents not exchanged or witnesses not identified. This paragraph does not require service of copies of documents or identification of witnesses that the parties may use for cross examination or rebuttal.
- vi) Any party by written request may schedule a pre-hearing conference. The Director of Arbitration shall set the place and time of the pre-hearing conference and appoint an arbitrator to preside. The pre-hearing conference may be held by telephone conference call. The arbitrator presiding shall seek to achieve agreement among the parties on any issue which relates to the pre-hearing process or to the hearing including, but not limited to, exchange of information, exchange or production of documents, identification of witnesses, identification or exchange of hearing documents, stipulation of facts, identification and briefing of contested issues, and any other matters which will expedite the arbitration procedure. Any issues raised at the pre-hearing conference that are not resolved may be referred to the arbitration panel for a decision.
- vii) The arbitrators and any counsel of record to the preceding shall have the power of the subpoena process as provided by law. All parties shall be given a copy of any subpoena upon its issuance. The parties shall produce witnesses and present proof to the fullest extent possible without resort to the subpoena process.
- viii) The party requesting the appearance of a person or the production of documents shall bear all reasonable costs for such occurrence and/or production.
- g) **Evidence.** The legal rules governing admissibility of evidence in the state whose law is applicable this Agreement shall not be applicable to the arbitration hearing, and the arbitrators are expressly authorized to hear and consider any kind of evidence offered by the parties, provided that in the sole opinion of the arbitrators it has probative value.
- h) **Costs.** Each party shall pay its own counsel. All other costs shall be paid pursuant to the rules of the American Arbitration Association.
- i) **Arbitrability of Controversy.** The parties agree that in the event a dispute arises as to whether or not any controversy is subject to the arbitration

EXHIBIT "A"

provisions set forth in this Agreement, the matter shall be decided by arbitration in the same manner and with the same effect as all other controversies arising under or pursuant to this Agreement.

- j) **Exclusive Remedy**. With respect to any Controversy that is made subject to arbitration under the terms of this Agreement, no suit at law or in equity based upon such Controversy shall be instituted by either party except to enforce the award of the arbitrators.
- k) **Applicable Law**. The laws of the State of North Dakota shall be applicable to this Agreement.
- l) **Designated Controversy**. The term "Designated Controversy" shall have the meaning set forth in the Agreement.