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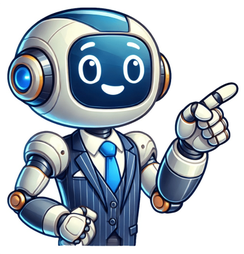

Justia Forms Business Contracts Contract Clauses Applicable Law Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. The Company hereby submits to the non-exclusive jurisdiction of the Federal and state courts in the Borough of Manhattan in The City of New York in any suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby. The Company irrevocably and unconditionally waives any objection to the laying of venue of any suit or proceeding arising out of or relat...ing to this Agreement or the transactions contemplated hereby in Federal and state courts in the Borough of Manhattan in the City of New York and irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such suit or proceeding in any such court has been brought in an inconvenient forum. View More Found in Ramaco Resources, Inc. contract Applicable Law. This Agreement and any claim, controversy or dispute arising under or related to this Agreement shall be governed by, by and construed in accordance with, with the internal laws of the State of New York. 24 18. Submission to Jurisdiction. The Company hereby irrevocably submits to the non-exclusive exclusive jurisdiction of the U.S. Federal and state courts in the Borough of Manhattan in The City of New York (each, a "New York Court") in any suit or proceeding arising out of or relating to this A...greement Agreement, the Time of Sale Prospectus, the Prospectus, the Registration Statement, the offering of the Securities or the any transactions contemplated hereby. The Company irrevocably and unconditionally waives any objection to the laying of venue of any such suit or proceeding arising out of or relating to this Agreement Agreement, the Time of Sale Prospectus, the Prospectus, the Registration Statement, the offering of the Securities or the any transactions contemplated hereby in Federal and state courts in the Borough of Manhattan in the City of a New York Court, and irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such suit or proceeding in any such court has been brought in an inconvenient forum. The Company and each Underwriter irrevocably waive, to the fullest extent permitted by law, any and all rights to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby. View More Found in Citizens Financial Group contract Applicable Law. This Agreement shall will be governed by, by and construed in accordance with, with the laws of the State of New York. York applicable to contracts made and to be performed within the State of New York, without regard to the conflicts of laws principles that would apply to the laws of another jurisdiction. The Company and each Underwriter hereby submits to the non-exclusive exclusive jurisdiction of the Federal and state courts in the Borough of Manhattan in The City of New York in any suit or p...roceeding arising out of or relating to this Agreement or the transactions contemplated hereby. The Company and each Underwriter irrevocably and unconditionally waives any objection to the laying of venue of any suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby in Federal and state courts in the Borough of Manhattan in the The City of New York and irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such suit or proceeding in any such court has been brought in an inconvenient forum. View More Found in Executive Network Partnering Corp contract Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. The Company hereby submits to the non-exclusive jurisdiction of the Federal and state courts in the Borough of Manhattan in The City of New York in any suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby. The Company irrevocably and unconditionally waives any objection to the laying of venue of any suit or proceeding arising out of or relat...ing to this Agreement or the transactions contemplated hereby in Federal and state courts in the Borough of Manhattan in the The City of New York and irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such suit or proceeding in any such court has been brought in an inconvenient forum. In accordance with the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), each of the Underwriters is required to obtain, verify and record information that identifies its clients, including the Company, which information may include the name and address of its clients, as well as other information that will allow such Underwriter to properly identify its clients. View More Found in State Street Corp. contract View Variations (27) Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York. The Company hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby. Found in CARNIVAL PLC contract Applicable Law. This Agreement and any Terms Agreement, and any claim, controversy or dispute relating to or arising out of this Agreement or any Terms Agreement, will be governed by and construed in accordance with the laws of the State of New York. The Company hereby irrevocably waives, York applicable to contracts made and to be performed within the State of New York, without giving effect to the fullest extent permitted by applicable law, any choice of law or conflicts of laws principles thereof (other than... Sections 5-1401 and all right to trial by jury in any legal proceeding arising out 5-1402 of or relating to this Agreement or the transactions contemplated hereby. New York General Obligations Law). View More Found in Orchid Island Capital, Inc. contract Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed within the State of New York. 23 17. Waiver of Jury Trial. The Company and the Underwriters hereby irrevocably waives, waive, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby. Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed within the State of New York. 22 17. Waiver of Jury Trial. The Company and each Guarantor hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby. Found in Nuance Communications, Inc. contract View Variations (10) Applicable Law. The validity, construction, interpretation and effect of this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to the conflicts of laws provisions thereof. Found in Onconova Therapeutics, Inc. contract Applicable Law. The validity, construction, interpretation and effect of this Agreement shall be governed by by, and construed and enforced in accordance with with, the laws of the State of Delaware, New Jersey, without giving effect to the conflicts of laws provisions thereof. Found in WIRELESS TELECOM GROUP INC contract Applicable Law. The validity, construction, interpretation and effect of this Agreement Grant shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to the conflicts conflict of laws provisions thereof. Found in American Water Works Company Inc contract Applicable Law. The validity, construction, interpretation and effect of this Agreement instrument shall be governed by and construed in accordance with the laws of the State of Delaware, Florida, without giving effect to the conflicts of laws provisions thereof. Found in Brownie's Marine Group, Inc contract View Variations (10) Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. Each of the parties hereto hereby submits to the non-exclusive jurisdiction of the Federal and state courts in the Borough of Manhattan in the City of New York in any suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby. Each of the parties hereto irrevocably and unconditionally waives any objection to the laying of venue of any suit or proc...eeding arising out of or relating to this Agreement or the transactions contemplated hereby in Federal and state courts in the Borough of Manhattan in the City of New York and irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such suit or proceeding in any such court has been brought in an inconvenient forum. -26- 18. Recognition of the U.S. Special Resolution Regimes. (a) In the event that any Underwriter that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Underwriter of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States. (b) In the event that any Underwriter that is a Covered Entity or a BHC Act Affiliate of such Underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Underwriter are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States. (c) As used in this Section 18: (i) "BHC Act Affiliate" has the meaning assigned to the term "affiliate" in, and shall be interpreted in accordance with, 12 U.S.C. 1841(k). (ii) "Covered Entity" means any of the following: (A) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. 252.82(b); (B) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. 47.3(b); or (C) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. 382.2(b). (iii) "Default Right" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. 252.81, 47.2 or 382.1, as applicable. (iv) "U.S. Special Resolution Regime" means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder. -27- If the foregoing is in accordance with the Representatives' understanding of our agreement, kindly sign and return to the Company one of the counterparts hereof, whereupon it will become a binding agreement between the Company and the several Underwriters in accordance with its terms. View More Found in Global Payments Inc. contract Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. Each of the parties hereto Company and the Underwriters hereby submits to the non-exclusive exclusive jurisdiction of the Federal U.S. federal and New York state courts in the Borough of Manhattan in the The City of New York in any suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby. Each of the parties hereto irrevocably and unconditionall...y The Company waives any objection which it may now or hereafter have to the laying of venue of any suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby in Federal and state courts in the Borough of Manhattan in the City of New York and irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such suit or proceeding in such courts. The Company agrees that final judgment in any such court has been suit, action or proceeding brought in an inconvenient forum. -26- 18. such court shall be conclusive and binding upon the Company and may be enforced in any court to the jurisdiction of which Company is subject by a suit upon such judgment. The Company irrevocably appoints Puglisi & Associates, located at 850 Liberty Avenue, Suite 204, Newark, Delaware 19711, as its authorized agent upon which process may be served in any such suit or proceeding, and agrees that service of process upon such authorized agent, and written notice of such service to the Company by the person serving the same to the address provided in this Section 19, shall be deemed in every respect effective service of process upon the Company in any such suit or proceeding. The Company hereby represents and warrants that such authorized agent has accepted such appointment and has agreed to act as such authorized agent for service of process. The Company further agrees to take any and all action as may be necessary to maintain such designation and appointment of such authorized agent in full force and effect for a period of seven years from the date of this Agreement. 37 20. Recognition of the U.S. Special Resolution Regimes. (a) In the event that any Underwriter that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Underwriter of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States. (b) In the event that any Underwriter that is a Covered Entity or a BHC Act Affiliate of such Underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Underwriter are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States. (c) As used in this Section 18: (i) "BHC Act Affiliate" has the meaning assigned to the term "affiliate" in, and shall be interpreted in accordance with, 12 U.S.C. 1841(k). (ii) "Covered Entity" means any of the following: (A) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. 252.82(b); (B) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. 47.3(b); or (C) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. 382.2(b). (iii) "Default Right" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. 252.81, 47.2 or 382.1, as applicable. (iv) "U.S. Special Resolution Regime" means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder. -27- If the foregoing is in accordance with the Representatives' understanding of our agreement, kindly sign and return to the Company one of the counterparts hereof, whereupon it will become a binding agreement between the Company and the several Underwriters in accordance with its terms. View More Found in SC Health Corp contract Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. Each of the parties hereto hereby submits to the non-exclusive jurisdiction of the Federal and state courts in the Borough of Manhattan in the City of New York in any suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby. Each of the parties hereto irrevocably and unconditionally waives any objection to the laying of venue of any suit or proc...eeding arising out of or relating to this Agreement or the transactions contemplated hereby in Federal and state courts in the Borough of Manhattan in the City of New York and irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such suit or proceeding in any such court has been brought in an inconvenient forum. -26- 18. 26 22. Recognition of the U.S. Special Resolution Regimes. (a) In the event that any Underwriter that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Underwriter of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States. (b) In the event that any Underwriter that is a Covered Entity or a BHC Act Affiliate of such Underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Underwriter are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States. (c) As used in For purpose of this Section 18: (i) 18(i), (A) the term "BHC Act Affiliate" has the meaning assigned to the term "affiliate" in, and shall be interpreted in accordance with, 12 U.S.C. 1841(k). (ii) 1841(k); (B) the term "Covered Entity" means any of the following: (A) (1) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. 252.82(b); (B) (2) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. 47.3(b); or (C) (3) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. 382.2(b). (iii) 382.2(b); (C) the term "Default Right" Rights" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. 252.81, 47.2 or 382.1, as applicable. (iv) applicable; and (D) the term "U.S. Special Resolution Regime" means each of (i) (1) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) (2) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder. -27- If 27 Please confirm that the foregoing is correctly sets forth the agreement between us by signing in accordance with the Representatives' understanding of our agreement, kindly sign and return to the Company one of the counterparts hereof, space provided below for that purpose, whereupon it will become this letter shall constitute a binding agreement between the Company and the several Underwriters in accordance with its terms. View More Found in PPL ELECTRIC UTILITIES CORP contract Applicable Law. This Agreement shall will be governed by, by and construed in accordance with, with the laws of the State of New York. Each of York applicable to contracts made and to be performed within the parties hereto hereby submits to the non-exclusive jurisdiction of the Federal and state courts in the Borough of Manhattan in the City State of New York in any suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby. Each of the parties hereto irrevocably and... unconditionally waives any objection to the laying of venue of any suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby in Federal and state courts in the Borough of Manhattan in the City of New York and irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such suit or proceeding in any such court has been brought in an inconvenient forum. -26- 18. York. 29 16. Recognition of the U.S. Special Resolution Regimes. (a) In the event that any Underwriter that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Underwriter of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States. (b) In the event that any Underwriter that is a Covered Entity or a BHC Act Affiliate of such Underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Underwriter are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States. (c) As used in For purposes of this Section 18: (i) 16, the following definitions apply: "BHC Act Affiliate" has the meaning assigned to the term "affiliate" in, and shall be interpreted in accordance with, 12 U.S.C. 1841(k). (ii) "Covered Entity" means any of the following: (A) (i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. 252.82(b); (B) (ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. 47.3(b); or (C) (iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. 382.2(b). (iii) "Default Right" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. 252.81, 47.2 or 382.1, as applicable. (iv) "U.S. Special Resolution Regime" means each of (i) (A) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) (B) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder. -27- If the foregoing is in accordance with the Representatives' understanding of our agreement, kindly sign and return to the Company one of the counterparts hereof, whereupon it will become a binding agreement between the Company and the several Underwriters in accordance with its terms. View More Found in Waste Management Inc. contract View Variations (8) Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed within the State of New York. 27 18. Jurisdiction. The Company agrees that any suit, action or proceeding against the Company brought by any Underwriter, the directors, officers, employees, affiliates and agents of any Underwriter, or by any person who controls any Underwriter, arising out of or based upon this Agreement or the transactions contem...plated hereby must be instituted in any State or U.S. federal court in the City of New York and County of New York, and waives any objection which it may now or hereafter have to the laying of venue of any such proceeding, and irrevocably submits to the exclusive jurisdiction of such courts in any suit, action or proceeding. View More Found in ArcLight Clean Transition Corp. contract Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed within the State of New York. 27 37 18. Jurisdiction. The Company agrees that any suit, action or proceeding against the Company brought by any Underwriter, the directors, officers, employees, affiliates and agents of any Underwriter, or by any person who controls any Underwriter, arising out of or based upon this Agreement Agreement, and any clai...m, controversy or dispute arising under or related thereto or the transactions contemplated hereby must may be instituted in any State or U.S. federal court in the City of New York and County of New York, and waives any objection which it may now or hereafter have to the laying of venue of any such proceeding, and irrevocably submits to the exclusive jurisdiction of such courts in any suit, action or proceeding. View More Found in Yucaipa Acquisition Corp contract Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed within the State of New York. 27 26 18. Jurisdiction. The Company agrees that any suit, action or proceeding against the Company brought by any Underwriter, the directors, officers, employees, affiliates and agents of any Underwriter, or by any person who controls any Underwriter, arising out of or based upon this Agreement Agreement, and any clai...m, controversy or dispute arising under or related thereto or the transactions contemplated hereby must may be instituted in any State or U.S. federal court in the City of New York and County of New York, and waives any objection which it may now or hereafter have to the laying of venue of any such proceeding, and irrevocably submits to the exclusive jurisdiction of such courts in any suit, action or proceeding. View More Found in Hudson Executive Investment Corp. contract Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed within the State of New York. 27 36 18. Jurisdiction. The Company agrees that any suit, action or proceeding against the Company brought by any Underwriter, the directors, officers, employees, affiliates and agents of any Underwriter, or by any person who controls any Underwriter, arising out of or based upon this Agreement Agreement, and any clai...m, controversy or dispute arising under or related thereto or the transactions contemplated hereby must may be instituted in any State or U.S. federal court in the City of New York and County of New York, and waives any objection which it may now or hereafter have to the laying of venue of any such proceeding, and irrevocably submits to the exclusive jurisdiction of such courts in any suit, action or proceeding. View More Found in Thoma Bravo Advantage contract View Variations (8) Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. The Company and each Underwriter hereby submits to the non-exclusive jurisdiction of the Federal and state courts in the Borough of Manhattan in The City of New York in any suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby. The Company and each Underwriter irrevocably and unconditionally waives any objection to the laying of venue of any ...suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby in Federal and state courts in the Borough of Manhattan in The City of New York and irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such suit or proceeding in any such court has been brought in an inconvenient forum. The Company irrevocably appoints Puglisi & Associates, 850 Library Avenue, Suite 204, Newark, Delaware 19711 , as its authorized agent in the Borough of Manhattan in The City of New York upon which process may be served in any such suit or proceeding, and agrees that service of process upon such agent, and written notice of said service to the Company by the person serving the same to the address provided in Section 12, shall be deemed in every respect effective service of process upon the Company in any such suit or proceeding. The Company further agrees to take any and all action as may be necessary to maintain such designation and appointment of such agent in full force and effect for a period of seven years from the date of this Agreement. The obligation of the Company pursuant to this Agreement in respect of any sum due to any Underwriter shall, notwithstanding any judgment in a currency other than United States dollars, not be discharged until the first Business Day, following receipt by such Underwriter of any sum adjudged to be so due in such other currency, on which (and only to the extent that) such Underwriter may in accordance with normal banking procedures purchase United States dollars with such other currency; if the United States dollars so purchased are less than the sum originally due to such Underwriter hereunder, such Underwriter agrees to pay to the Company an amount equal to the excess of the dollars so purchased over the sum originally due to such Underwriter hereunder. View More Found in Tiga Acquisition Corp. contract Applicable Law. This Agreement shall be governed by, by and construed in accordance with, with the internal laws of the State of New York. The Company (a) Each party irrevocably agrees that any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in the federal courts of the United States or the courts of the State of New York, in each case located in the Borough of Manhattan in the City of New York (collectively, the "Specified C...ourts"), and each Underwriter hereby irrevocably submits to the non-exclusive jurisdiction of the Federal and state such courts in the Borough of Manhattan in any such suit, action or proceeding. The City of New York in any suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby. The Company and each Underwriter parties hereby irrevocably and unconditionally waives waive, to the fullest extent permitted by law, any objection to the laying of venue of any suit lawsuit, action or other proceeding arising out of or relating to this Agreement or the transactions contemplated hereby in Federal the Specified Courts, and state courts in the Borough of Manhattan in The City of New York and hereby further irrevocably and unconditionally waives waive and agrees agree not to plead or claim in any such court that any such suit lawsuit, action or other proceeding brought in any such court has been brought in an inconvenient forum. The Company irrevocably appoints Puglisi & Associates, 850 Library Avenue, Suite 204, Newark, Delaware 19711 , Corporation Service Company (the "Authorized Agent"), as its authorized agent in the Borough of Manhattan in The City of New York upon which process may be served in any such suit or proceeding, and agrees that to receive service of process upon or other legal summons for purposes of any such agent, action or proceeding that may be instituted in any state or federal court in the City and written notice State of said service New York. The Company represents and warrants that the Authorized Agent has agreed to the Company by the person serving the same to the address provided in Section 12, shall be deemed in every respect effective act as agent for service of process upon the Company in any such suit or proceeding. The Company further and agrees to take any and all action as that may be necessary to maintain continue such designation and appointment of such agent in full force and effect as aforesaid. Service of process upon the Authorized Agent and written notice of such service to the Company shall be deemed, in every respect, effective service of process upon the Company, as applicable. The foregoing consent to jurisdiction and appointment of the Authorized Agent by the Company shall not: (a) constitute submission to jurisdiction in the State of New York or consent to service of process for any purpose except with respect to any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby, (b) constitute appointment of the Authorized Agent as agent to receive service of process or other legal summons for any purpose except with respect to any legal suit, action or proceeding arising out of or based upon this Agreement or the 30 transactions contemplated hereby that may be instituted in any state or federal court in the City and State of New York or (c) be deemed to confer rights on any person other than the parties hereto and their respective successors and the officers and directors and any controlling persons referred to in Section 8 hereof. (b) If for the purposes of obtaining judgment in any court it is necessary to convert a period sum due hereunder into any currency other than United States dollars, the parties hereto agree, to the fullest extent permitted by law, that the rate of seven years from exchange used shall be the date rate at which in accordance with normal banking procedures the Underwriters could purchase United States dollars with such other currency in The City of this Agreement. New York on the business day preceding that on which final judgment is given. The obligation of the Company pursuant with respect to this Agreement in respect of any sum due from it to any Underwriter or any person controlling any Underwriter shall, notwithstanding any judgment in a currency other than United States dollars, not be discharged until the first Business Day, business day following receipt by such Underwriter or controlling person of any sum adjudged to be so due in such other currency, on which (and and only to the extent that) that such Underwriter or controlling person may in accordance with normal banking procedures purchase United States dollars with such other currency; if currency. If the United States dollars so purchased are less than the sum originally due to such Underwriter or controlling person hereunder, the Company agrees, agrees as a separate obligation and notwithstanding any such judgment, to indemnify such Underwriters Underwriter or controlling person against such loss. If the United States dollars so purchased are greater than the sum originally due to such Underwriter or controlling person hereunder, such Underwriter or controlling person agrees to pay to the Company an amount equal to the excess of the dollars so purchased over the sum originally due to such Underwriter or controlling person hereunder. View More Found in Horizon Pharma plc contract Applicable Law. This Agreement and any claim, controversy or dispute arising under or related to this Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. The Company and each Underwriter hereby submits to the non-exclusive exclusive jurisdiction of the Federal and state courts in the Borough of Manhattan in The City of New York in any suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby. The Company and each Unde...rwriter irrevocably and unconditionally waives any objection to the laying of venue of any suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby in Federal and state courts in the Borough of Manhattan in The City of New York and irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such suit or proceeding in any such court has been brought in an inconvenient forum. The Company irrevocably Selling Securityholder appoints Puglisi & Associates, 850 Library Avenue, Suite 204, Newark, Delaware 19711 , C T Corporation System, as its authorized agent in the Borough of Manhattan in The City of New York (current address, 111 8th Avenue, 13th Floor, New York, NY 10011) upon which process may be served in any such suit or proceeding, and agrees that service of process upon such agent, and written notice of said service to the Company Selling Securityholder by the person serving the same to the address provided in Section 12, 13, shall be deemed in every respect effective service of process upon the Company Selling Securityholder in any such suit or proceeding. The Company Selling Securityholder further agrees to take any and all action as may be necessary to maintain such designation and appointment of such agent in full force and effect for a period of seven years from the date of this Agreement. hereof. The obligation of the Company pursuant to this Agreement or the Selling Securityholder in respect of any sum due to any Underwriter pursuant to this Agreement shall, notwithstanding any judgment in a currency other than United States dollars, not be discharged until the first Business Day, business day, following receipt by such Underwriter of any sum adjudged to be so due in such other currency, on which (and only to the extent that) such Underwriter may in accordance with normal banking procedures purchase United States dollars with such other currency; if the United States dollars so purchased are less than the sum originally due to such Underwriter hereunder, thereunder, the Company agrees, and the Selling Securityholder agree, as a separate obligation and notwithstanding any such judgment, to indemnify such Underwriters Underwriter against such loss. If the United States dollars so purchased are greater than the sum originally due to such Underwriter hereunder, thereunder, such Underwriter agrees to pay to the Company or the Selling Securityholder an amount equal to the excess of the dollars so purchased over the sum originally due to such Underwriter hereunder. thereunder. 22 20. Waiver of Jury Trial. Each of the parties hereto hereby waives any right to trial by jury in any suit or proceeding arising out of or relating to this Agreement. View More Found in LAUREATE EDUCATION, INC. contract Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. The Each of the Company and each the Underwriter hereby submits to the non-exclusive jurisdiction of the Federal and state courts in the Borough of Manhattan in The City of New York in any suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby. The Each of the Company and each the Underwriter irrevocably and unconditionally waives any objectio...n to the laying of venue of any suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby in Federal and state courts in the Borough of Manhattan in The City of New York and irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such suit or proceeding in any such court has been brought in an inconvenient forum. The Company irrevocably appoints Puglisi & Associates, 850 Library Avenue, Suite 204, Newark, Delaware 19711 , [ ], as its authorized agent in the Borough of Manhattan in The City of New York upon which process may be served in any such suit or proceeding, and agrees that service of process upon such agent, and written notice of said service to the Company by the person serving the same to the address provided in Section 12, 11, shall be deemed in every respect effective service of process upon the Company in any such suit or proceeding. The Company further agrees to take any and all action as may be necessary to maintain such designation and appointment of such agent in full force and effect for a period of seven years from the date of this Agreement. The obligation of the Company pursuant to this Agreement in respect of any sum due to any the Underwriter shall, notwithstanding any judgment in a currency other than United States dollars, not be discharged until the first Business Day, following receipt by such the Underwriter of any sum adjudged to be so due in such other currency, on which (and only to the extent that) such the Underwriter may in accordance with normal banking procedures purchase United States dollars with such other currency; if the United States dollars so purchased are less than the sum originally due to such the Underwriter hereunder, the Company agrees, as a separate obligation and notwithstanding any such judgment, to indemnify such Underwriters the Underwriter against such loss. If the United States dollars so purchased are greater than the sum originally due to such the Underwriter hereunder, such the Underwriter agrees to pay to the Company an amount equal to the excess of the dollars so purchased over the sum originally due to such the Underwriter hereunder. 25 18. Waiver of Jury Trial. The Company hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby. View More Found in B Capital Technology Opportunities Corp. contract View Variations (8) Learn how applicable law is determined in contract disputes, from choice of law clauses to jurisdictional rules and cross-border legal principles. 6 min read updated on March 26, 2025 Applicable law refers to the legal rules and principles a court or arbitral tribunal will apply to resolve a contract dispute.Courts typically honor choice of law clauses unless they conflict with public policy or are irrationally chosen.The significant relationship test guides courts in absence of a choice of law clause, evaluating contacts like contract formation and performance location.False conflicts occur when different jurisdictions' laws lead to the same outcome; in these cases, the court uses local law.In cross-border agreements, parties can designate national, state, or even non-national laws (e.g., transnational principles).The applicable law is generally fixed at the time the contract is signed but may change due to mandatory transitional legislation.Additional principles like public policy exceptions, mandatory rules, and procedural distinctions further influence applicable law decisions.Parties can find skilled attorneys on UpCounsel to help navigate these complex legal determinations.The applicable law in a contract dispute is an issue termed by the legal community as conflict of laws. In a conflict of laws case, a court must determine which jurisdictions law applies to the particular contract dispute. This element of law is one of the most confusing. A court must determine whether the location of the 1) making of the contract, 2) performance of the contract, or 3) another place related to the contract is most important/substantial in determining the jurisdictions law that should apply.False ConflictIn determining what jurisdictions law should apply, courts should recognize that there may be a false conflict. In order to answer a conflict of law question, a court must first determine whether there is a difference, or true conflict, in the outcomes between the application of two jurisdictions laws. If the laws of two applicable jurisdictions would lead to the same result on an issue present in the case, then there is a false conflict and the court must apply the local law (aka it doesnt matter which law they apply).If a true conflict of laws exists, because it would result in different outcomes depending on which law was applied, a court must determine which state (or state v. federal) has the greater interest in applying its law. Under traditional conflict-of-law rules, the construction and validity of a contract is governed by the law of the jurisdiction in which the contract was formed.Significant Relationship TestCourts have moved past the traditional rules and instead adopted the significant relationship rule. This rule requires that the jurisdiction with the most significant relationship or substantial contacts with both the transaction and the parties should govern what law shall be applied.This rule has other names as well:Choice influencing theoryCenter of gravity theorySubstantial contacts theoryGrouping of contacts theoryInterest weighing theoryUnder the most significant relationship test, courts look to the following factors to determine which states law applies:Location of contract formationWhere the relationship of the parties is/was centeredLocation of contract negotiationsLocation of performance of either or both partiesSubject matter (location if applicable)Incorporation stateLocation of parties (business)SolutionThese issues only arise in the absence of a valid choice of law provision. If your contract includes this provision, then the courts will apply that law, if possible, to a contract dispute. A court will honor the law negotiated and contracted by the parties. Parties to a contract have the right to negotiate and contract as to what states law will govern the contract as a whole.There is no reason to prevent parties from deciding which laws they would like to govern the performance, validity, formation, execution, etc. of the parties, as long as the reasons for choosing said law are not against public policy.Mandatory Rules and Public Policy ExceptionsEven when parties have selected a governing law, courts may refuse to apply that law if doing so would contravene the forum state's mandatory rules or public policy. Mandatory rules are legal provisions that cannot be derogated by agreement because they serve public interestssuch as rules related to competition law, labor law, or consumer protection.A public policy exception allows a court to disregard the chosen applicable law if applying it would lead to a result fundamentally at odds with the values and principles of the forum state. For example, a court might refuse to enforce a contract governed by a foreign law that permits forms of discrimination that are illegal domestically.Cross-BorderIn a transaction across state or country lines, laws from several jurisdictions could logically apply. Parties entering into an international transaction should decide on the law that shall be applied to the contract and include that decision in a provision within the written agreement in order to avoid court decision on that matter. Arbitral tribunals and international courts will respect the parties autonomy to make this decision.Parties may choose a national or state law to govern the contract, but they may also choose other sets of rules such as transnational law, public international law, general principles of law or equitable principles to apply. The parties may also agree if they so choose that different parts of the contract will be governed by different sets of laws or principles if they would like. And this decision can be made any time, even if not made at the time of contract formation.Non-State and Hybrid Legal FrameworksIn addition to selecting national laws, contracting partiesespecially in international commercecan opt for non-state legal frameworks. These include the UNIDROIT Principles of International Commercial Contracts, the Principles of European Contract Law, and general principles recognized in international trade.Such transnational norms may offer a neutral and flexible approach, particularly suitable when parties are from different legal traditions. These frameworks can be applied as either the applicable law by agreement or as interpretive tools that supplement a national law.In arbitral proceedings, parties often enjoy even greater freedom in selecting these non-state norms, and tribunals are typically more inclined to apply them when justified by the context of the dispute.Applicable Law in TimeOnce a court has determined which jurisdictions law it should apply, it must determine what law was applicable at the time of contract formation. The applicable law to a contract throughout its duration should be the one in force at the time of its signature.However, there are situations where a new law may apply to an ongoing contract. The newly enacted law may provide for its immediate application through transitional legal provisions.Renvoi and Dpeage in Conflict of LawsTwo advanced principles in conflict of laws further complicate the determination of applicable law:Renvoi occurs when the law of a foreign jurisdiction refers the matter back to the law of the forum or to another legal system. Some courts accept renvoi, especially in civil law jurisdictions, while common law jurisdictions typically reject it to avoid circular references.Dpeage allows different aspects of a single contract to be governed by different legal systems. For example, the performance terms might be governed by German law, while dispute resolution clauses fall under New York law. This technique is often used in complex cross-border agreements where different jurisdictions have particular expertise or benefits.Procedural vs. Substantive LawWhen determining the applicable law, it is also critical to distinguish between substantive and procedural law:Substantive law governs the actual rights and duties of the partiessuch as contract formation, obligations, breach, and remedies.Procedural law relates to how the case is conducted in court, including evidence rules, jurisdiction, and limitation periods.The forum courts procedural law generally applies, even when it uses a foreign law for substantive matters. This distinction is essential because procedural rules might affect outcomes (e.g., statute of limitations may differ by jurisdiction).Frequently Asked Questions1. What does applicable law mean in a contract?Applicable law refers to the body of legal rules a court or tribunal applies to interpret and enforce a contract.2. Can parties choose any applicable law for their contract?Yes, but the chosen law must have a reasonable connection to the contract and must not violate public policy or mandatory rules of the forum.3. What happens if the contract does not specify an applicable law?Courts use conflict-of-law rules, such as the significant relationship test, to determine which jurisdiction's law should govern the contract.4. Is procedural law ever subject to the cho

Applicable laws definition. Applicable law definition sample clause. Applicable law clause. Applicable law. What are clauses in law.