

## Sample Delaware Venue Selection Clause

### Section \_\_\_\_\_ Governing Law; Jurisdiction; Waiver of Jury Trial and Removal

To the maximum extent permitted by applicable law, the provisions of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware, without regard to principles of conflicts of law. Each of the parties hereto agrees that this Agreement involves at least U.S. \$100,000 and that this Agreement has been entered into in express reliance upon 6 Del. C. § 2708. Each of the parties hereto irrevocably and unconditionally confirms and agrees that it is and shall continue to be (i) subject to the jurisdiction of the state courts of the State of Delaware, and (ii) subject to service of process in the State of Delaware. Each party hereto hereby irrevocably and unconditionally (a) consents and submits to the exclusive jurisdiction of any state court located in the State of Delaware (the "Delaware Courts"), including the Delaware Court of Chancery in and for New Castle County, for any actions, suits or proceedings arising out of or relating to this Agreement or the transactions contemplated by this Agreement (and agrees not to commence any litigation relating thereto except in such courts), (b) waives any objection to the laying of venue of any such litigation in the Delaware Courts and agrees not to plead or claim in any Delaware Court that such litigation brought therein has been brought in any inconvenient forum and (c) acknowledges and agrees that any controversy that may arise under this Agreement is likely to involve complicated and difficult issues, and therefore each such party hereby irrevocably and unconditionally waives any right such party may have to a trial by jury in respect of any litigation directly or indirectly arising or relating to this Agreement or the transactions contemplated by this Agreement. The parties acknowledge and agree that any action arising out of, or related to, this Agreement, the breach or threatened breach of the Agreement, or to enforce its terms shall not be subject to removal to federal court for any reason and each irrevocably waives any such right. Any party who removes or attempts to remove any action to federal court notwithstanding this Section, shall pay the other his/its reasonable attorneys fees and costs incurred in obtaining a remand of the action to the Delaware Court of Chancery or other state courts of the State of Delaware.