

TERMS AND CONDITIONS OF PAYMENT SERVICES PROVIDED TO CLIENT

Your Business Name Here (“**Client**”), hereby agrees that the Terms and Conditions set forth in this document (the “**Document**”) govern all payment services provided by Edge Tourism and Development LLC (“**Edge**”), a Delaware limited liability company, to Client.

1. Payment Services: Payment Services means the Payment Processing Services that Edge shall provide Client under these Terms and Conditions. Edge shall provide Client a means by which customers of Client can make payment in US dollars (or other currencies approved by Edge) to a US banking account maintained by Edge. Edge will collect payments made by Client’s customers and send these aggregated payments, less wire transfer fees and Edge’s processing fee, to Client’s designated bank account two times each month (or more or less often if agreed to in writing by the Parties).

2. Fees and Taxes: In exchange for Edge providing Client with the Payment Processing Services described in Section 1, Client shall pay Edge the following fees and expenses:

- a) 1% of the total amount that is sent by Client customers to Edge for processing; and
- b) Any wire fees, currency fees, or other transaction fees incurred by Edge on payments sent to Client

When sending money in foreign currency, Edge will use the currency rate in effect the day that it sends the aggregated payments to Client.

Edge reserves the right to revise its fees at any time, subject to a thirty (30) day notice period to Client prior to the new fees taking effect.

Edge shall collect its fees and expenses from Client on a quarterly basis. Edge shall deduct its fees and expenses from the aggregated customer payments it is holding for Client and send Client a statement detailing this deduction. In the event that the aggregated customer payments are not sufficient to cover Edge’s fees and expenses, Edge shall send Client an invoice which shall be due within 15 days. Interest shall accrue at the lower rate of 1.5% per month, or the maximum amount permitted by law, on all overdue amounts. In the event that Client has a good faith dispute as to the amounts due, Client agrees to pay the undisputed amounts. Interest shall not accrue on any disputed amounts so long as Client pays such amounts within thirty (30) calendar days after resolution of the dispute.

3. Payment of Fees, Payouts, and Right to Set-off: Subject to the terms and conditions set forth in this document, Edge will send to Client’s designated bank account all amounts due to Client from Client’s customer payments, minus any fees, Reversals, Invalidated Payments, Chargebacks, Refunds or other amounts that Client owes to Edge under the terms and conditions set forth in this document. If the Payout is not sufficient to cover the amounts due, Client agrees that Edge may charge it for the applicable amounts, and/or set-off the applicable amounts against future Payouts. Client shall pay, indemnify, and hold Edge harmless from (i) any sales, use, excise, import or export, value-added, or similar tax or duty, and any other tax or duty not based on Edge’s income, and (ii) all government permit fees, customs fees and similar fees which Edge may incur with respect to these terms and conditions. Such taxes, fees and duties paid by Client shall not be considered a part of, a deduction from, or an offset against, payments due to Edge hereunder.

4. Restricted Activities, Representations and Warranties: Client agrees that it will not:

- a) Breach these terms and conditions, the terms of any agreement with its bank, or any other agreement that it has entered into with Edge;
- b) Violate any laws, rules, or regulations applicable to Client’s business;
- c) Fail to provide Edge with any information that Edge reasonably requests about Client or its business activities, or provide false, inaccurate or misleading information;
- d) Submit any Client customer transaction for processing through Edge which does not represent a bona fide, permissible transaction; or
- e) Process transactions or receive payments on behalf of any other party, or redirect payments to any other party.

Client has the full power and authority to execute, deliver and perform each of the Terms and Conditions set forth in this document. The Terms and Conditions herein are binding and enforceable against Client and no provision requiring Client’s performance is in conflict with its obligations under any agreement to which Client is a party.

Client is duly organized, authorized and in good standing under the laws of the state, region or country of its organization and is duly authorized to do business in all other states, regions or countries in which Client's business operates.

5. Liability for Invalidated Payments and other Liabilities: Client is liable for all claims, expenses, fines and liability Edge incurs arising out of:

- a) A Chargeback, Refund, over-payment, payment error, or other invalid payment Client causes (collectively "Invalidated Payment");
- b) Any error, negligence, misconduct or fraud by Client, Client's employees, or someone acting on Client's behalf; and
- c) Any losses resulting from Client's failure to comply with these Terms and Conditions, or Client's usage of Edge's services.

In the event of an Invalidated Payment or other liability, Edge may deduct the amounts due to Edge from Client's Payouts.

6. Confidential Information. The parties acknowledge that in their performance of their duties hereunder either party may communicate to the other (or its designees) certain confidential and proprietary information, including without limitation information concerning Edge and the know-how, technology, techniques, or business or marketing plans related thereto (collectively, the "Confidential Information") all of which are confidential and proprietary to, and trade secrets of, the disclosing party. Confidential Information does not include information that: (i) is public knowledge at the time of disclosure by the disclosing party; (ii) becomes public knowledge or known to the receiving party after disclosure by the disclosing party other than by breach of the receiving party's obligations under this section or by breach of a third party's confidentiality obligations; (iii) was known by the receiving party prior to disclosure by the disclosing party other than by breach of a third party's confidentiality obligations; or (iv) is independently developed by the receiving party. As a condition to the receipt of the Confidential Information from the disclosing party, the receiving party shall: (i) not disclose in any manner, directly or indirectly, to any third party any portion of the disclosing party's Confidential Information; (ii) not use the disclosing party's Confidential Information in any fashion except to perform its duties hereunder or with the disclosing party's express prior written consent; (iii) disclose the disclosing party's Confidential Information, in whole or in part, only to employees and agents who need to have access thereto for the receiving party's internal business purposes; (iv) take all necessary steps to ensure that its employees and agents are informed of and comply with the confidentiality restrictions contained in these Terms and Conditions; and (v) take all necessary precautions to protect the confidentiality of the Confidential Information received hereunder and exercise at least the same degree of care in safeguarding the Confidential Information as it would with its own confidential information, and in no event shall apply less than a reasonable standard of care to prevent disclosure.

7. Independent Contractor. Edge is an independent contractor. Edge shall not for any purpose be deemed to be employed by Client. Client is contracting with Edge solely for the services described in these Terms and Conditions and Edge reserves the right to determine the method, manner and means by which the services will be performed. Edge hereby confirms that Client will not be required to furnish or provide an office or any training to Edge to enable Edge to perform services required hereunder. Edge shall perform the services, and Client shall not be required to hire, supervise or pay any assistants to help Edge in the performance of such services.

8. Termination. Nothing in these Terms and Conditions shall be construed to promise that the Client will continue to utilize Edge services for any definite period of time. The Client must inform Edge in writing with 30 days' notice if it wishes to discontinue Edge's services and terminate Edge's services. The Client shall ensure that Edge receives payment for any services provided by Edge to Client prior to the termination of its services. Edge may terminate its provision of services to Client at any time; Edge will remit any funds owed to Client, less Edge's fees and expenses, upon termination.

9. Limitation of Liability. EDGE SHALL NOT BE LIABLE TO CLIENT OR A THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS OR EDGE'S SERVICES, WHETHER FORESEEABLE OR UNFORESEEABLE, AND WHETHER BASED ON BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT, OR OTHER CAUSE OF ACTION (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF DATA, GOODWILL, PROFITS, INVESTMENTS, USE OF MONEY, OR USE OF FACILITIES; INTERRUPTION IN USE OR AVAILABILITY OF DATA; STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS; OR LABOR CLAIMS), EVEN IF EDGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES SHALL EDGE'S TOTAL AGGREGATE LIABILITY TO CLIENT OR ANY THIRD PARTY ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS EXCEED THE DIRECT DAMAGES SUFFERED BY SUCH PARTY IN AN AMOUNT EQUAL TO THE AMOUNTS PAID OR PAYABLE BY CLIENT TO EDGE UNDER THESE TERMS AND

CONDITIONS DURING THE FIRST TWELVE (12) MONTH PERIOD AFTER THE EFFECTIVE DATE OF THESE TERMS AND CONDITIONS.

10. Disclaimer of Any Warranty. EDGE'S SERVICE ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER. EDGE DISCLAIMS ALL WARRANTIES WHETHER EXPRESS, IMPLIED, OR STATUTORY, TO CLIENT AS TO ANY MATTER WHATSOEVER, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY EDGE OR ITS EMPLOYEES OR REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF EDGE'S OBLIGATIONS.

11. Disputes. The laws of the State of Delaware, without regard to principles of conflict of laws, will govern Edge's services under these Terms and Conditions and any claim or dispute that has arisen or may arise between the parties, except as otherwise stated in these Terms and Conditions. Client and Edge agree that any and all disputes or claims that have arisen or may arise between the Parties shall be resolved exclusively through final and binding arbitration, rather than in court. The Federal Arbitration Act governs the interpretation and enforcement of this provision.

12. Taxes. Any and all taxes, except income taxes, imposed or assessed by reason of performance of these Terms and Conditions, including but not limited to service taxes and value added taxes, shall be paid by the Client. Client shall not be responsible for Edge's own income tax reporting and payments.

13. Indemnification. Client agrees to indemnify, defend, and hold harmless Edge, its parent, affiliates, officers, directors, agents, employees and suppliers from and against any lawsuit, claim, liability, loss, penalty or other expense (including attorneys' fees and cost of defense) they may suffer or incur as a result of (i) Client's breach of these Terms and Conditions or any other agreement Client enters into with Edge or its suppliers in relation to Client's use of the Edge's Services; (ii) Client's use of Edge Services; and/or (iii) Client's violation of any applicable law or regulation.

14. Severability. Client understands and agrees that that the provisions of these Terms and Conditions are severable, and, should any provision be found unenforceable, the other provisions shall remain fully valid and enforceable.

15. Assignment. Client may not assign its obligations and interests under these Terms and Conditions without the prior written consent of Edge.

16. Survivability. The confidentiality and indemnification provisions shall survive the execution, the performance, and the termination of these Terms and Conditions. All representations, warranties, promises, and agreements contained herein also shall survive the execution of these Terms and Conditions and the termination of Edge's relationship with Client.

17. Applicable Law. These Terms and Conditions and the rights and duties of Client and Edge arising from or related in any way to its subject matter shall be governed by, construed and enforced according to the laws of Delaware.

18. Notices. Notices to Edge should be sent in writing to Edge's registered address.

19. Entire Agreement. These Terms and Conditions represent the entire agreement between Edge and the Client and supersede any oral or written agreement, understanding, representation, discussion or other documentation to the contrary.

For Client:

Your Business Name Here

Name: John Smith
Title: Manager

Effective as of: June 1, 2017