MERCHANT SERVICE AGREEMENT

BETWEEN

NEXTLAYER TECHNOLOGY

AND

Date: _____

MERCHANT SERVICE AGREEMENT

This Merchant Service Agreement (the "**Agreement**") is made and executed at

            on   day of   ,   (the **"Execution Date"/ "Effective Date"**) by and between:

1. **NEXTLAYER TECHNOLOGY**, a corporations incorporated under the provisions of the Wyoming Business Corporation Act holding corporation identification number 2021-000990562 and having its registered office at 30 N Gould St Ste R, Sheridan, WY 82801, (hereinafter referred to as "**Nextlayer**", which expression shall unless repugnant to the meaning and context, mean and include its successors and permitted assigns); and

2.   **,** a corporations incorporated under the provisions of
                        of, holding
    and having its registered office at   (hereinafter referred to as the "**Merchant**" which expression shall unless repugnant to the meaning and context shall mean and include its successors and permitted assigns)

Wherever the context so permits or requires, the expressions "Nextlayer" and the "Merchant" are collectively referred to as "**Parties**", and any of them singly as "**Party**".

RECITALS

WHEREAS,

A. Nextlayer has developed and is the owner of the bitcoin lightning technology ("**Technology**") developed and made available through the apps of Nextlayer ("**Apps**") that is used to provide services relating to facilitation payments by the Customer via bitcoins and settled to the Merchants in currency equivalent to bitcoins (hereinafter referred to as the "**Nextlayer Service**") as outlined in Annexure B hereto.

B. Merchant is engaged in the business of   (hereinafter referred to as "**Merchant Services**") and shall operate its business under the brand name _____ ("**Brand Name**").

C. Merchant desires to avail Nextlayer Services provided by Nextlayer for the specific Purpose as given under Annexure-A of this Agreement, subject to the Terms and Conditions in this Agreement.

D. The Parties are now desirous of entering into this Agreement for the purpose of recording the rights and obligations inter se the Parties.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged the Parties hereto agree as follows:

1. DEFINITIONS & INTERPRETATION

1.1. Definitions

In this Agreement unless the context otherwise requires:

1.1.1. **"Applicable Law"** shall mean all the laws applicable to Next layer and includes the constitution, statute, law, regulation, ordinance, judgment, order, decree, authorization, or any published directive, guideline, requirement or governmental restriction having the force of law, or any determination by or interpretation of any of the foregoing by, any judicial, quasi-judicial, regulatory, governmental/state authority, whether in effect as of the date of this Agreement or thereafter and each as amended from time to time;

1.1.2. **"Authentication"** shall mean the process by which Customer identification is authenticated in the Processing Mechanism.

1.1.3. **"Authorization"** shall mean the process by which the availability of requisite balances / limit (to conduct the transaction requested) and approval of the Bitcoin's as established in the Processing Mechanism.

1.1.4. "**Business Day**" shall mean any day other than a Saturday, Sunday or a day on which banking institutions in the state of Illinois and Wyoming, USA are authorized or obligated by law or executive order to close.

1.1.5. "**Customer**" shall mean any person who is availing services or products of the Merchant using Nextlayer's Service/ App to make the payment.

1.1.6. **"Customer Payment Amount"** shall mean the total amount paid by the Customer towards the Merchant Services which will include, inter alia, charges and other taxes, duties, costs, charges, Nextlayer Fees and expenses in respect of the Merchant Services.

1.1.7. "**Data Protection Law**" means all applicable statutes and regulations pertaining to the processing of personal data, including but not limited to the privacy and security of personal data.

1.1.8. **"Escrow/Nodal Account"** shall mean the account that Nextlayer holds in which the bitcoins are settled.

1.1.9. **"Merchant Services"** the services or products provided by the Merchant to its Customer/s, the remittance/payment for which is to be made through the Customer's bitcoins, using the Technology.

1.1.10. **"Payment Gateway"** shall mean the protocol that may be stipulated by the Technology to enable the Authentication of Customers and the Authorization of payments by bitcoin in accordance with the Processing Mechanism.

1.1.11. "**Personal Data**" shall mean personal data as may be defined under Data Protection Law.

1.1.12. **"Fees"** shall mean such fee/ rate that has been agreed between the Parties payable by the Merchant to Nextlayer or directly chargeable by Nextlayer to the Customer of the Merchant for the Technology/App, and as detailed under Annexure-A hereto.

1.1.13. **"Processing Mechanism"** means the payment mechanism through the internet facilities and through such other modes and mechanisms of payment and delivery as may be notified by Nextlayer from time to time.

1.1.14. **"Purpose"** shall mean the reasons for which the Merchant has availed Nextlayer Services, as detailed under Annexure-A herein below, and to carry out the Transactions for that purpose alone.

1.1.15. "**Settlement Account**" shall mean the bank account that the Merchant holds with any bank in which the money equal to the bitcoins received by Nextlayer from the Customer shall be settled. The details of which are given under Annexure-A.

1.1.16. "**Settlement Amount**" shall mean Customer Payment Amount minus the Fee and any other charges/fees payable by the Merchant to Nextlayer under this Agreement.

1.1.17. "**Settlement Time**" shall mean the time period for the settlement of the Customer Payment Account (after deduction of Fees and other charges as agreed between the Parties) from the Nextlayer's Escrow/Nodal Account to the Merchant's Settlement Account. The Settlement Time shall be calculated

on T+N, wherein, 'T' shall be the date of the transaction and 'N' shall be equal to the number of days after the date of transaction when the settlement shall be processed)

1.1.18. **"Terms and Conditions"** shall mean these terms and conditions under this Agreement, and as provided on Nextlayer's website viz https://nextlayer.live/termsOfService as amended from time to time and any and all schedules, appendices, annexure and exhibits attached to it and includes any addition, modification, amendment, addendum or deletion thereof agreed to in writing by the Parties.

1.1.19. **"Transaction"** shall mean a financial transaction conducted by the Customer through Nextlayer Services.

1.1.20. **"Third Party"** means any entity/person who is not a party to the Agreement.

1.1.21. **"Authorized Website"** shall mean the website with the domain name as specified under Annexure A hereto and which is established by the Merchant for the purposes of enabling its Customers purchase products and services offered by the Merchant and to carry out the Transactions for that purpose alone.

1.2. **Interpretation**

The following rules of interpretation shall be followed while interpreting this Agreement:

a. the captions and headings are for convenience of reference only and shall not be used to construe or interpret this Agreement;

b. the use of words in the singular or plural, or with a particular gender, shall not limit the scope or exclude the application of any provisions of this Agreement to any person or persons or circumstances except as the context otherwise permits;

c. all references to "person/Person" includes any individual, partnership firm, trust, body corporate, joint venture, government, governmental body (central, state or otherwise), authority, agency, unincorporated body of persons or association, sovereign state, or any agency, department, authority or political subdivision thereof, international authorization, agency or authority (in each case, whether or not having separate legal personality) and shall include their respective successors and assigns and in case of an individual shall include his legal representatives, administrators, executors and heirs and in case of a trust, shall include the trustee or the trustees for the time being;

d. references to any law includes any constitution, statute, law, rule, regulation, ordinance, judgement, order, decree, authorization, or any published directive,

guideline, requirement or governmental restriction having the force of law, or any determination by, or interpretation of any of the foregoing by, any judicial authority, whether in effect as of the Execution Date or thereafter and each from time to time as amended, supplemented or re-enacted;

e. in case of any inconsistency between any provision of this Agreement and any schedule of this Agreement, the Parties shall make the best effort to interpret such provisions harmoniously to foster the interests of the Parties, and the decision of the Nextlayer in this regard shall be final and binding on the Merchant;

f. the terms "hereof", "herein", "hereto", "hereunder" or similar expressions used in this Agreement mean and refer to this Agreement and not to any particular clause of this Agreement. The term "clause" means and refers to the clause of this Agreement so specified;

g. reference to any legislation or law or to any provisions thereof shall include references to any such law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted;

h. the principle of *contra proferentem* shall not apply to this Agreement and the Parties agree that this Agreement has been jointly drafted though one of the Parties may have taken the lead in the same;

i. any reference to a statutory provision shall include any sub-ordinate legislation made from time to time under that provision;

j. reference to the word "include" or "including" shall be construed without limitation; and

k. the recitals and the schedules form an integral part of this Agreement.

2.   TERM & SCOPE

2.1. Term

2.1.1. Initial Term: This Agreement shall have an initial lock-in period of one (1) year from the Effective Date ("**Initial Term**").

2.1.2. Perpetual Term: Following the Initial Term, this Agreement shall remain valid and binding on the Parties until terminated by either Party in accordance with clause 18 of this Agreement.

2.2. Scope

2.2.1.   Subject to the Terms and Conditions of this Agreement, Nextlayer agrees to provide to the Merchant the Services as and in the manner set forth in the Annexure(s) attached hereto.

2.2.2. In the event, the Merchant uses the Technology/App for any purpose except from the one for which this Agreement is being entered into, including but not limited to misusing the Payment Gateway for any illegal activities as detailed under Annexure-C of this Agreement, then Nextlayer shall have the right to immediately terminate this Agreement, impose a penalty on the Merchant for such misuse and claim adequate compensation from the Merchant for any and all damages suffered due to such misuse.

3. NEXTLAYER SERVICES

3.1. Nextlayer shall provide its Services to the Merchant solely based on the Terms and Conditions of this Agreement. The details of the Nextlayer Services are detailed under Annexure-B of this Agreement. Notwithstanding anything contained herein, the Annexure(s) shall take precedence in the event of any contradiction arising between the terms of this Agreement and the Annexure(s) attached hereto.

3.2. Nextlayer and the Merchant may amend the Annexure and/or execute additional annexures to cover other / additional services upon such Terms and Conditions as may be mutually agreed in writing from time to time.

4. REMUNERATION AND PAYMENT TERMS

4.1. Nextlayer provides software products and solutions which may levy a charge based on the overall usage by the Merchant. In consideration of the Services rendered, the Merchant agrees to pay to Nextlayer the Fees as mutually decided and stipulated in the Annexure-A along with any other sums as mutually agreed by the parties including but not limited to, miscellaneous expenses for the effective implementation of Nextlayer Services, inclusive of all applicable central and state regulated statutory taxes.

4.2. The Fees for Nextlayer Services set forth in this Agreement and Annexure-A hereunder may be adjusted to reflect increases or decreases by the bank(s), state government authority, any other regulatory authority ("**Association**") in interchange, assessment and other Association fees. All such adjustments shall be the Merchant's responsibility to bear/pay and shall become effective upon the date any such change is implemented by the applicable Association or other party.

4.3. Nextlayer reserves the right to revise the Fees from time to time, which amended Fees, shall be effective upon the mutual agreement of the Parties. If the Parties cannot agree in good faith to a mutually acceptable fee within thirty (30) days, Nextlayer may terminate this Agreement with thirty (30) days prior intimation.

4.4. The Merchant hereby agrees to bear any tariffs, duties or taxes imposed or levied by any government or any other agency relating to the Merchant's business for the Services rendered by Nextlayer under this Agreement including but not limited to all the applicable central and state regulated statutory taxes (**"Applicable Taxes"**). It is agreed that any statutory variations in the Applicable Taxes during the Term of this Agreement shall be borne by the Merchant.

4.5. The Merchant shall be solely responsible towards all the refunds and chargebacks and shall be a point of contact for all the refund request and/or the disputes raised by its Customers. In no event shall Nextlayer be held liable for any such refunds, chargebacks and/or the disputes.

4.6. This section 4 shall be read together with the terms of the Annexure-A and Annexure-B hereto.

5. OBLIGATIONS AND RIGHTS OF NEXTLAYER

5.1. **Services:** Subject to the Terms and Conditions of this Agreement, Nextlayer agrees to provide to the Merchant the access to standardised daily reports regarding the Merchant's Transactions processed using the Technology and certain reporting tools to assist Merchant in accounting activities.

5.2. **Security:**

5.2.1. Nextlayer has implemented and shall maintain security systems for the transmission of Merchant's Transactions, consisting of encryption and other related technologies that are understood to provide adequate security for the transmission of such information over the internet.

5.2.2. In availing the Services, the Parties declare, assure and undertake to abide by the relevant security standards/ regulations/ requirements/guidelines which would be applicable to the conduct of the transactions contemplated under this Agreement,

5.2.3. The Merchant further acknowledges and agrees that Merchant, and not Nextlayer, is responsible for the security of Transaction data or information or any other information stored on Merchant's servers.

5.3. **Electronic Communication**: In processing the transactions, Nextlayer shall be entitled to rely upon all electronic communications, orders sent in the Merchant's specified format to Nextlayer. Nextlayer shall not act on any electronic communications, orders

or messages received online from the Merchant or the Customer which do not properly utilize the Merchant's specified format and security measures as may be applicable from time to time.

5.4. The Merchant may contact Nextlayer for any other additional information and support at the phone number(s) and email address(es) given by Nextlayer from time to time, in this regard.

5.5. Nextlayer shall comply with all applicable laws and shall take all required certifications/authorization.

6. OBLIGATIONS OF MERCHANT

6.1. **Data Protection:** The Merchant shall provide notice to, and obtain consent from, any Third Party whose personal data the Merchant provides to Nextlayer as part of the Services with regard to:

6.1.1. the purposes for which such Third Party's personal data has been collected;

6.1.2. the intended recipients or categories of recipients of the Third Party's personal data; and

6.1.3. the manner in which the Third Party can access and, if necessary, rectify the data that the Merchant holds about them.

6.2. The Merchant agrees to notify Nextlayer of any Third-Party claim that the Merchant's use of the Nextlayer Services conflicts with or infringes upon or violates any rights of such Third Party.

6.3. Where any Personal Data is shared with the Merchant under or in connection with this Agreement, the Merchant shall:

6.3.1. at all times comply with its obligations under the Data Protection Law, in relation to all Personal Data processed by it in the course of performing its obligations under this Agreement;

6.3.2. only process Personal Data: (a) to the extent necessary for the provision of the services to be provided under this Agreement; (b) in accordance with the specific written instructions of Nextlayer; or (c) as required by any regulator or applicable law;

6.3.3.   keep, and procure that its employees and agents keep, Personal Data confidential in accordance with the confidentiality obligations;

6.3.4.   implement appropriate technical and organisational measures to maintain the security of such Personal Data and prevent unauthorised or unlawful access to, or processing of, or any accidental loss, destruction or damage to that Personal Data;

6.3.5.   notify Nextlayer in writing without undue delay, and provide full cooperation in the event of, any actual, suspected or alleged theft, unauthorised use or disclosure of any Personal Data or loss, damage or destruction of Personal Data in the Merchant's possession or control; and

6.3.6.   if intimated by Nextlayer, delete or return all Personal Data to Nextlayer on termination or expiry of this agreement, and delete all copies of the Personal Data (save to the extent that retention of copies is required by applicable law).

6.4.   Merchant is also responsible for reviewing the Transactions in its account on a regular basis and notifying Nextlayer promptly of any suspected unauthorised activity through its account.

7.   CUSTOMER SUPPORT

7.1.   The Merchant is solely responsible for all Customer issues relating to the Transaction, the Merchant Services availed by the Customer including but not limited to refunds and adjustments, and feedback concerning experiences with its personnel, policies or processes. In providing Customer support, the Merchant will always present itself as a separate entity from Nextlayer.

7.2.   The Merchant shall provide Customer support as per its own policies provided such policies are in consonance with the Applicable Laws. Under no circumstances shall Nextlayer be responsible for customer support to the Customer or any third party.

8.   WARRANTIES AND REPRESENTATIONS

8.1.   Each Party represents and warrants the following:

8.1.1.   it has the power to enter into and perform its obligations under this Agreement;

8.1.2.   all corporate action on the part of the Party, its officers, board of directors and stakeholders necessary for the performance of its obligations under this Agreement has been taken;

8.1.3.   it shall at all times, comply with all applicable laws, rules, statutes, enactments, orders and regulations, including those of any governmental agency, and all interpretations of and changes, supplements or replacements to any of the foregoing, to include, without limitation, all laws relating to privacy and data protection which are or which in the future may be applicable to personal information, the Services, or the performance of the Merchant's obligations under this Agreement;

8.1.4.   its execution of this Agreement and performance of its obligations thereunder shall not violate or conflict with, or exceed any limit imposed by (i) any law or regulation to which it is subject, or (ii) any other agreement, instrument or undertaking binding upon it; and

8.1.5.   all information furnished to the other Party at any time prior to the execution of this Agreement relative to the subject matter of this Agreement was at the time at which it was provided and remains at the date hereof true and accurate in all material respects, and that there is no information related to the subject matter of this Agreement of which either Party is aware which has not been disclosed to the other Party and which would or could if disclosed adversely affect or prejudice such Party's decision to enter into this Agreement. In the event of any change in the information provided, the changes shall be updated to such other Party immediately.

8.2.   The Merchant specifically warrants and represents as follows:

8.2.1.   it shall not hold Nextlayer responsible to process the payments on such days which are declared as holidays by the central or the state government;

8.2.2.   it shall not hold Nextlayer liable for any direct, indirect, incidental, consequential, or punitive damages due to deficiencies, inferior quality and specification of goods and services provided by the Merchant;

8.2.3.   it shall use the Technology/App in accordance with the terms of this Agreement and not to attempt to modify, decompile or reverse engineer the technology or the Service, or use it for any purpose other than for the utilisation of the Service in the manner provided by Nextlayer;

8.2.4. it hereby assures and guarantees to Nextlayer that it does not and shall not carry out any activity, which is banned or illegal or immoral or not permitted under applicable law as detailed under Annexure-C of this Agreement and the Terms and Conditions.

8.3. Each Party represents and warrants that except as expressly set forth herein, no representations of any kind or character have been made to induce the other Party to execute and enter into this Agreement.

9. DISCLAIMER

9.1. Nextlayer shall make all reasonable efforts to provide uninterrupted service subject to down time and regular maintenance. However, notwithstanding anything in this Agreement, the Merchant acknowledges that Apps, Technology, Nextlayer Services may not be uninterrupted or error free or free from any virus or other malicious, destructive or corrupting code, program or macro and Nextlayer disclaim all warranties, express or implied, written or oral, including but not limited to warranties of merchantability and fitness of the services for a particular purpose. Although Nextlayer adopts security measures it considers appropriate for the offer of the Nextlayer Services, it does not assure or guarantee that no person will overcome or subvert the security measures and gain unauthorized access to the Nextlayer Service or the Merchant/Customer data. Nextlayer shall not be responsible or liable if any unauthorized person hacks into or gains access to the Nextlayer Service or to the Merchant's account.

9.2. In addition no advice or information, whether oral or written, obtained by the Merchant from Nextlayer or through or from the use of Technology/App shall create any warranty. Nextlayer shall have no liability in this respect.

9.3. Nextlayer's sole obligation and the Merchant's sole and exclusive remedy in the event of interruption in App, or loss of use and/or access to App, Technology and the Payment Mechanism and services, shall be to use all reasonable endeavours to restore the Nextlayer Services and/or access to the Apps as soon as reasonably possible.

9.4. Nextlayer's obligations under this Agreement are subject to following limitations:

9.4.1. transactions that originate from the Customer are deemed to be authorized by the Customer and Nextlayer shall not be required to check its veracity and Layer shall not be liable for processing such transaction;

9.4.2. Nextlayer are not responsible for the security of data residing on the server of the Merchant or a third party designated by the Merchant (e.g., a host) or on

the server of a Customer or a third party designated by a the Customer (e.g., a host); and

9.4.3. Nextlayer shall have no liability for any failure or delay in performing its obligations under this facility if such failure or delay: (i) is caused by the Merchant's acts or omissions; (ii) results from actions taken by Nextlayer in a reasonable good faith to avoid violating a law, rule or regulation of any governmental authority or to prevent fraud on accounts; or (iii) is caused by circumstances beyond Nextlayer's control, including but not limited to vandalism, hacking, theft, phone service disruptions, Internet disruptions, loss of data, extreme or severe weather conditions or any other causes in the nature of Force Majeure event.

10. INDEMNIFICATION AND REMEDY

10.1. Notwithstanding anything contained in this Agreement, the Merchant hereby indemnifies and hold harmless Nextlayer against all actions, proceedings, direct claims, direct liabilities (including statutory liabilities), Nextlayer direct damages, direct losses and/or expenses however arising out of the terms of this Agreement including but not limited to:

10.1.1. any claim or proceeding brought by the Customer or any other person against Nextlayer in respect of any Merchant Services offered by the Merchant; or

10.1.2. any breaches of applicable laws or representations expressly agreed by the Merchant to Nextlayer under this Agreement; or

10.1.3. breach of the confidentiality obligations by the Merchant, its agents, employees or representatives.

10.1.4. any non-compliance with Data Protection Law in relation to the Personal Data shared with/processed by the Merchant together with any interest, penalties, costs and expenses payable or incurred in connection therewith.

10.2. Should any proceedings be undertaken, which may give rise to either Party's liability under this Agreement, the other Party shall provide such Party with prompt written notice and an opportunity to participate in any such proceedings to represent its interest appropriately.

10.3. The indemnities under this Clause are in addition to and without prejudice to the indemnities given elsewhere in this Agreement.

10.4. The indemnities provided herein shall survive the termination of this Agreement.

11. LIMITATION OF LIABILITY

11.1. Notwithstanding anything contained herein to the contrary, neither Nextlayer nor its affiliates, officers, directors, employees, attorneys, agents or controlling persons shall have any liability with respect to any and all commission related matters including but not limited to calculations, reconciliations, disputes which may arise between the Merchant and any third party. The liability of Nextlayer in this regard, shall be limited to the Fees charged by Nextlayer within the immediately preceding one (1) month as agreed by the Parties.

11.2. In no event shall Nextlayer or its licensors have any liability (including liability for negligence) to the Merchant or any Third Party for any lost opportunity or profits, costs of procurement of substitute goods or services, or for any indirect, incidental, consequential, punitive or special damages arising out of this Agreement and whether or not Nextlayer has been advised of the possibility of such damage.

11.3. Notwithstanding anything stipulated herein, the limitations set forth above shall be enforceable to the maximum extent permissible by applicable law.

12. INTELLECTUAL PROPERTY RIGHTS

12.1. Except as otherwise set forth herein, all right, title and interest in and to all,

12.1.1. registered and unregistered trademarks, service marks and logos;

12.1.2. patents, patent applications, and patentable ideas, inventions, and/or improvements;

12.1.3. trade secrets, proprietary information, and know-how;

12.1.4. all divisions, continuations, reissues, renewals, and extensions thereof now existing or hereafter filed, issued, or acquired;

12.1.5. registered and unregistered copyrights including, without limitation, any forms, images, audio-visual displays, text, software; and

12.1.6. the App and Technology and all other intellectual property, proprietary rights or other rights related to intangible property which are used, developed, comprising, embodied in, or practiced in connection with any of the Services identified herein.

Collectively referred to as the **"Intellectual Property Rights"** are owned by Nextlayer or its licensors.

12.2. The Merchant agrees to make no claim of interest in or ownership of any such Intellectual Property Rights and further understands that no right or title to the Intellectual Property Rights is transferred to it other than the rights expressly granted in this Agreement.

12.3. In the event of any work that is based upon one or more pre-existing versions of a work provided to the Merchant, such as an enhancement or modification, revision, translation, abridgement, condensation, expansion, collection, compilation or any other form in which such pre-existing works may be recast, transformed or adapted (**"Derivative Work"**), such Derivative Work shall be owned by Nextlayer and all existing and future copyright and other right, title and interest in and to each such Derivative Work, are assigned to, and shall automatically vest in, Nextlayer.

12.4. The Merchant agrees that the customizations, if any, carried out for and on behalf of the Merchant by Nextlayer within the scope of Nextlayer Services and agreed with the Merchant, shall be Intellectual Property Rights of Nextlayer and such additional modifications can only be used by the Merchant during the term of this Agreement.

12.5. Nextlayer and the Merchant reserves the rights to terminate this Agreement in the event of any unauthorized use and/or contributory infringement of the other's Intellectual Property Rights.

12.6. The Merchant agrees and understands that upon termination of this Agreement all rights relating to the Intellectual Property developed by Nextlayer during the term of this Agreement along with modifications, if any, shall always be owned by Nextlayer and Merchant shall not have any right whatsoever against such Intellectual Property.

13. CONFIDENTIALITY

13.1. **"Confidential Information"** means any and all information or data of a confidential nature, application, network configuration, documents, accounts, business plans, products, promotional and marketing plans, and processes and/or any other information in whole or in part of either Party.

13.2. For the purposes of this Agreement, the Party receiving Confidential Information shall be referred to as the "**Receiving Party**" and the Party disclosing such Confidential Information shall be referred to as the **"Disclosing Party".**

13.3. Each Party acknowledges and agrees that in connection with this Agreement, the Receiving Party shall not disclose to any Third Party any Confidential Information of the Disclosing Party that it may have access to during and in connection with this Agreement.

13.4. The Merchant shall ensure that neither the Merchant nor any of its employees shall reverse engineer, decompile or disassemble any software shared/ disclosed by Nextlayer.

13.5. Each Party acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of any Confidential Information / materials and that the Disclosing Party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper.

13.6. The Receiving Party will notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by the Receiving Party. The Receiving Party will cooperate with the other Party in every reasonable way to help the Disclosing Party regain possession of such Confidential Information and prevent its further unauthorized use.

13.7. Notwithstanding the Confidentiality obligations set forth hereinabove, the Receiving Party may disclose Confidential Information of the Disclosing Party:

13.7.1. to the extent required by a court of competent jurisdiction or other governmental authority or otherwise as required by law but only after alerting such Disclosing Party of such disclosure requirement and, prior to any such disclosure, allowing (where practicable to do so) the Disclosing Party a reasonable period of time within which to seek a protective order against the proposed disclosure, or

13.7.2. on a "need-to-know" basis under an obligation of confidentiality substantially similar in all material respects to those confidentiality obligations as stipulated hereinabove to its legal counsel, accountants, contractors, consultants, banks and other financing sources.

14. FORCE MAJEURE

14.1. **"Force Majeure"** shall be any event or occurrence starting after the Effective Date of this Agreement, whatever the origin, which cannot be foreseen and is beyond the control of, and cannot be circumvented by the Party affected, and which renders the performance of the obligations impossible, including but not limited to acts of god, acts of governmental policy/authority, fires, floods, earthquakes or other natural disasters, explosions, general strikes, riots, war (declared and undeclared), rebellion and sabotage.

14.2. The Party affected by a Force Majeure event shall not be liable to the other Party for its delay in the performance of, or non-performance, of its obligations or any part thereof under the terms of this Agreement.

14.3. The Party affected by a Force Majeure event shall give notice of the Force Majeure event to the other Party on an immediate basis.

15. NOTICES

15.1. Notices under this Agreement may be delivered by hand, by registered mail, by overnight courier service, or facsimile to the addresses and numbers specified below:

15.1.1. To Nextlayer Technology:

Attention To:	Christopher Jennings
Address:	30 N Gould St Ste R, Sheridan, WY 82801
Tel:	3072019901
Email:	corporate@nextlayer.live

15.1.2. To Merchant:

Attention To:	
Address:	_____ _____

Tel:	
Email:	

15.2. Notice will be deemed given in the case of authorized email id, hand delivery or registered mail or overnight courier upon written acknowledgement of receipt by an officer or other duly authorised employee, agent or representative of the receiving Party; in the case of facsimile upon completion of transmission as long as the sender's facsimile machine creates and the sender retains a transmission report showing successful transmission.

16. TERMINATION

16.1. The Parties are entitled to terminate this Agreement, at its option by giving a notice of not less than ninety (90) days in writing to the other Party.

16.2. In the event of breach of this Agreement by either Party (breaching Party), the non-breaching Party shall give written notice of fifteen (15) days to the breaching Party to cure the breach, failing which this Agreement shall be terminated forthwith. Prior to giving notice of termination of this Agreement for cause, the representatives of both the Parties shall mutually configure the resolution to the breach and/or the extension of the cure period.

16.3. Either Party shall be entitled at its option, to immediately terminate this Agreement by giving a written notice in that behalf, to the other Party on the happening of any of the following events:

16.3.1. If any Party becomes or is declared bankrupt or goes into liquidation, either voluntary or compulsory, except for the purpose of amalgamation or reconstruction;

16.3.2. If any Party ceases to carry on its business or suspends all or substantially all of its operations;

16.3.3. There is any material adverse change or any change in applicable law, rules, regulations, directives or guidelines, which prevents the continuing of the arrangement under this Agreement;

16.3.4. If an event of any Force Majeure conditions continues for a period exceeding two months;

16.3.5. If a Party engages in fraud or other illegal or unethical activities.

16.4. Termination of this Agreement shall not release any Party from the obligation to make payment of all amounts then due and/or payable. The Parties shall be under liability to settle all outstanding dues payable to the other Party within thirty (30) days of the date of termination of this Agreement and arrange to return all the documents and properties of the other Party. This clause shall not affect the conditions of any amounts blocked or withheld pursuant to clauses of Annexure-B.

16.5. Termination of this Agreement shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming into force or the continuance in force of any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

16.6. Notwithstanding contained herein, Nextlayer shall be entitled to forthwith terminate this Agreement without providing any prior written notice if the Merchant is found to be in violation of any of the Applicable Laws.

17. DISPUTE RESOLUTION AND JURISDICTION

17.1. The provisions of this Agreement shall be governed by and construed in accordance with the state laws of Wyoming. The rights and obligations of the Parties under or pursuant to this Agreement, shall be subject to the below sub-clause.

17.2. If any dispute arises in connection with this Agreement including its validity, interpretation, implementation or alleged breach of any provision of this Agreement ("Dispute"), the disputing parties hereto shall endeavour to settle such Dispute amicably. The attempt to bring about an amicable settlement shall be considered to have failed if not resolved within 15 (fifteen) days from the date of the Dispute.

17.3. Any Dispute which is not resolved pursuant to sub-clause (b) within a period of 15 (fifteen) days from the day on which the Dispute arose and which a Party wishes to have resolved, shall be settled under the Uniform Arbitration Act, Wyoming. The arbitration procedure shall be conducted in the English language and any award or awards shall be rendered in English and shall be binding on the Parties.

18. MISCELLANEOUS

18.1. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either Party except to the extent incorporated in this Agreement.

18.2. **Relationship between the Parties**: Nextlayer and the Merchant shall be independent contractors with each other for all purposes at all times, and neither Party shall act as or hold itself out as an agent for the other, nor shall either Party create or attempt to create liabilities for the other Party.

18.3. **Amendment:** This Agreement shall not be amended otherwise than by the written consent of all the Parties.

18.4. **Waiver:** The failure of either Party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be construed as a waiver of other Terms and Conditions of this Agreement.

18.5. **Assignment:** The Merchant shall not assign any of its rights or duties under this Agreement without the prior written consent of Nextlayer. Nextlayer shall retain the right to assign the services provided by it under this Agreement for such remaining period of the agreement, to any of its chosen subsidiaries, affiliates, associates and there would be no new agreement between the new acquirer and the Merchant for the services provided by Nextlayer under this agreement. Nextlayer shall however endeavour to provide reasonable prior intimation of the same to the Merchant either through a notice on Nextlayer's website, by email or send a written notice of the above to the Merchant. This Agreement shall apply to and bind any successor or permitted assigns of the Parties hereto.

18.6. **Severability:** If any provision of this Agreement shall be held or deemed to be, or shall in fact be, illegal, inoperative, or unenforceable, the same shall not affect any other provision contained herein, or render the same invalid, inoperative, or unenforceable to any extent whatsoever, which provisions shall remain in full force and effect.

18.7. **Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute the same agreement.

18.8. **Anti-financial Crimes Laws Confirmation–** The Merchant undertakes to be compliant and shall continue to abide to the relevant Anti-Financial Crimes Laws as more particularly detailed under Annexure-C

IN WITNESS WHEREOF, each of the Parties have signed this Agreement on the Effective Date first above written.

FOR NEXTLAYER TECHNOLOGY   **For** _____

Signature: _____   Signature: _____
Name: Christopher Jennings   Name: _____
Designation: CEO   Designation: _____
(Authorized representative)

ANNEXURE A

A.   FEES FOR NEXTLAYER'S TECHNOLOGY AND APP

Nextlayer charges fees for the following services:

- Bitcoin to USD exchange – at the end of day, Nextlayer shall calculate the merchant total incoming payments in Bitcoin and convert it to USD at the spot exchange rate at the moment of acceptance. Nextlayer shall remit exchanged USD to merchant minus our conversion fee.
- Boost Terminal Recharge - Merchants shall remit payment to Nextlayer for all executed Boost Recharge amounts including the Boost Recharge fee executed by said merchant and/or its representatives.

The Parties hereby agree that any revisions, modifications or additions to the Annexures shall be applicable if such revisions, modifications or additions are agreed between the Parties in writing.

TERM AND SCOPE OF SERVICES

Nextlayer Technology shall provide said merchant with:

I. POS Terminal (Tablet, Stand, Bluetooth Printer, Turntable) for a lease to own fee.
II. Merchant Node – Primary transaction app for merchants which will allow them to process bitcoin lightning network payments in exchange for items in their inventory/services. This node will be hosted for the merchant and BLN Channel Liquidity provided as a reversable courtesy. This allows the merchant the ability to sovereignly receive BLN payments up to the total amount of the channel liquidity. This limit also applies to per-transaction scenarios.
III. Boost Terminal – This application allows clients to visit Nextlayer enabled merchants and request "Boost ups" of liquidity injected into their lightning channels. This app tabulates the clients ability to perform the boost and calculates how much merchants should acquire from the client to cover the liquidity and all associated fees-for-service.
IV. Daily, Weekly, and Monthly Statements of transactions.
V. Daily cashouts of BLN funds collected by merchants sent directly to said merchants bank account via ACH transfer.
VI. In the event a merchant needs to remit to Nextlayer more funds than Nextlayer needs to remit to said merchant, then Nextlayer will execute an ACH Debit against the Merchants bank account on file. Merchant is expected to have sufficient funds in bank account on daily basis for possible ACH Debits.

NEXTLAYER TRANSACTION FLOW
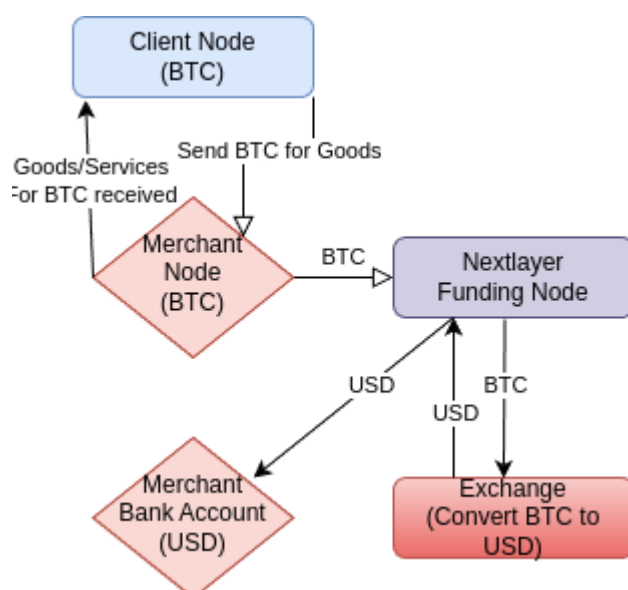
CONFIRMATION ON ANTI-BRIBERY AND ANTI-CORRUPTION, ANTI-MONEY LAUNDERING AND EXPORT CONTROLS ("Anti-financial Crimes Laws Confirmation")

Statement and Purpose: The Merchant and its group companies are committed to operating its businesses conforming to the highest moral and ethical standards. The Merchant has a stringent code of conduct and confirms hereby that is committed to acting professionally, fairly and with integrity in all its business transactions and relationships wherever it operates. The Merchant undertakes to comply and implement in its processes all legal requirements relevant to counter 'bribery and corruption', 'money laundering' and 'restricted export-import transactions' applicable in the conduct of its business, the minimum requirements adopted by the US/OFAC, UK, UN and the EU in regards to anti-bribery and anti-corruption, anti-money laundering/ *c*ombating the financing of terrorism and other applicable export control laws and regulations including but not limited to any restrictions on the export or import dealings with the 'Sanctioned Persons' ("**Anti-Financial Crimes Laws**").

This Anti-Financial Crimes Laws Confirmation constitutes a minimum standard. The Merchant undertakes to be compliant and shall continue to abide to the relevant Anti-Financial Crimes Laws: By signing the main services agreement, Merchant acknowledges and agrees that it:

1. will comply with all applicable laws, regulations and sanctions relating to anti-bribery, anti-corruption, anti-money laundering and export controls including but not limited to the minimum requirements of the Anti-Financial Crimes Laws.

2. is prohibited from dealing with any acts which may be deemed as money laundering under any applicable law, regulations or restrictions.

3. will prohibit the entering into agreements with any person who has been identified in the sanctions list maintained by different state authorities or organisations.

4. has implemented an internal compliance programme, to ensure compliance with and detect violations of all applicable Anti-Financial Crimes Laws.

5. in the event the Merchant does not honour these commitments, the Merchant agrees that this will be considered as a material breach of the Agreement. Therefore, Nextlayer may immediately terminate the Agreement.