

SOLIDGATE STANDARD CLAUSES

Version 2.1.5 – November 2022

1. GENERAL PROVISIONS

- 1.1. These Standard Clauses, presented below are the part of the Agreement between Solidgate and the Company that has the reference to these Standard Clauses and form an integral part of the Agreement.
- 1.2. Solidgate shall be entitled to change these Standard Clauses at any time by publishing the updated Standard Clauses on the website of Solidgate the link to which is provided in the Agreement. Solidgate shall communicate the introduced changes to the Company ten (10) days prior the changes become effective, by email. If the Company does not express its disagreement with the proposed changes within ten (10) days from the amendments publishing, the changes become effective. The Company is entitled to immediately terminate the Agreement before the changes become effective.
- 1.3. In the event of any conflict between these Standard Clauses and the Agreement, the Standard Clauses shall take precedence.

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2. INTERPRETATIONS

- 2.1. In this Agreement, unless the context otherwise requires:
 - (a) headings are for convenience only and do not affect the interpretation of this Agreement;
 - (b) words denoting the singular include the plural and vice versa;
 - (c) a reference to a person includes a reference to any individual or legal entity and any governmental authority;
 - (d) if the numeric and literal versions of a number differ – the literal version shall have precedence;
 - (e) a reference to a specific Clause, Subsection, Annex, Schedule or Preamble is a reference to the applicable Clause, Subsection, Annex, Schedule or Preamble hereof;
 - (f) references to any law or normative act shall include any changes, amendments, supplements or substitutions of such law or normative act (in whole or in part);
 - (g) a reference to any agreement or document is a reference to that agreement or document as may be amended, novated, supplemented, extended or restated, however, to the exclusion of any amendments and supplements made in breach of this Agreement; and
 - (h) a reference to a party to any document (including to this Agreement) includes that party's successors and permitted assigns.

3. DEFINITIONS

Acquirer means a bank or other third-party financial institution and/or their affiliates, which has a contractual relationship with the Company, in connection with

which it enables the Parties to accept payments by End Users and receive value in relation to such payments.

Agreement	means the respective Agreement entered into on the date stated on the first page of the respective Schedule by and between Solidgate and the Company and which has these Standard Clauses as its integral part.
Anti-Corruption Laws	means the U.S. Foreign Corrupt Practices Act (“FCPA”) and any other applicable anti-bribery and anti-corruption laws and regulations, including, without limitation, any laws intended to implement the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed in Paris on December 17, 1997 (the “OECD Convention”).
Applicable Law	means English Law. Where context requires, the Applicable Law shall include Card Scheme Rules, Anti-Corruption Laws, Data Protection Laws, any transnational, domestic or foreign federal, state or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a respective governmental authority that is binding upon or applicable to Parties, as amended unless expressly specified otherwise.
Business Day	means each day on which the banks are open for business in Cyprus.
Card	means a credit, debit, pre-paid, charge or purchase or other card issued by a Card Scheme and any other cards in relation to which Solidgate is able and has agreed to provide the Services (as notified by Solidgate to the Company from time to time).
Cardholder	means a person or an entity: (a) to whom the Card is issued and whose name is embossed or imprinted on the face of the Card, and/or (b) other authorised user of the Card.
Card Scheme Rules	means the rules of Card Schemes (in particular MasterCard and/or Visa), which regulate the use of their trademarks, processing of the Transactions, the refunds and Chargebacks requirements for the Cards’ acceptance on the Internet, etc. Information on the rules of Card Schemes is available on their public websites.
Card Schemes	means Visa, MasterCard, American Express, JCB, Diners, Discover and/or such other organisation governing the issuance and use of Cards including, but not limited to their respective members, as may be approved and notified by Solidgate to the Company in writing from time to time.
Chargeback	means any End User charge, which is identified as being invalid or non-collectable after initial acceptance, on account of fraud, lost, cancelled, unissued, or invalid account identification, an unresolved End User complaint, or other cause.
Company Information	means all information reasonably requested by Solidgate and provided by the Company necessary for the KYC processes with Acquirers and proper provision of the Services.
Confidential Information	means the information, including the Proprietary Information, about existence of this Agreement, its peculiarities, and relations between the Parties and any information or material:

- (a) concerning this Agreement, either Party's internal business, employees, policies and/or actual or potential customers; or
- (b) which derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use.

Provided, however, that the Confidential Information excludes any information or material:

- (a) which is or subsequently becomes to the general public other than through a breach by the receiving Party;
- (b) which is already known to the receiving Party before disclosure by the disclosing Party;
- (c) which is independently developed by the receiving Party without use or reference to the Confidential Information of the other; or
- (d) which the receiving Party rightfully receives from third parties without restriction as to use or disclosure.

Data Controller means Company

Data Processor means Solidgate

Data Protection Laws means all applicable laws, statues, regulations, ordinances, codes, rules, guidance, orders or any other legal entitlement issued by any governmental body governing the collection, use, transfer, and disclosure of Personal Data, including, if applicable, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

Effective Date means the date of the Agreement, stated on the first page of the Schedule A to this Agreement or, if the Agreement is accepted by checking the box on Solidgate's website, the date indicated on Solidgate's website, executed by the Parties.

End User means:

- (a) the Cardholder, and/or
- (b) another person who makes a payment for Goods to Company using means provided by Solidgate.

Fees means the consideration payments under this Agreement that are paid by Company to Solidgate and that are defined in Schedule(s) to this Agreement.

Goods means Company's products and/or services that are sold or agreed to be sold in connection with a Transaction and which have been approved by Solidgate (Goods shall also include, but is not limited to, the payment flow, terms of use, business model, nature of business, projected monthly turnover, average and maximum Transaction's amount, geo and other terms and conditions of the sale of Goods).

H2H payment flow	means the payment flow, where the collection of Transaction's data is done and controlled by Company via its technical solution, which is compliant with PCI DSS.
Issuer	means the bank or other financial institution that has a contractual relationship with the Cardholder and that issues the Cards to the Cardholders.
Limits	means certain Chargeback, fraud or other limits (ratios), as updated from time to time, that Card Schemes may impose.
MID	means merchant identification number, a unique code provided to Company by its payment processor.
Parties	means Solidgate and the Company.
PCI DSS	means Payment Card Industry Data Security Standards as released from time to time by the Security Standards Council.
Proprietary Information	means all right, title and interest, including without limitation any patent, copyright, design, trade name, trademark, service mark or other intellectual property right (whether registered or not) including without limitation ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, tracings, diagrams, models and other information relating to any such intellectual property and other intellectual property rights, in and in relation to the Services and all components used in the provision thereof, including without limitation, the Technical Solution, any software delivered to the Company, any technology embodied or implemented in the Services, any computer code provided by Solidgate for the Company's websites and computer networks, business methods, business processes, website designs, graphics, text, content, trade names, trade secrets and know-how, and all documentation in relation to the foregoing, used in the provision of the Services.
Representatives	means the beneficial owners, principals, officers, authorized representatives, and employees.
Services	<p>means:</p> <p>for the gateway services agreement - a service of providing means for accepting payments made to Company using the Technical Solution and in compliance with Applicable Law, within the methods of payment handled by the Acquirers and other services offered by Solidgate to the Company , including but not limited to:</p> <ul style="list-style-type: none">(a) facilitating the process of Company's merchant processing account(s) opening and advising on its maintenance,(b) advising the Company on processing activities optimization,(c) chargeback prevention services,(d) other related services. <p>for the alert services agreement - a complex of technical and organizational chargeback prevention services that enable a Company to resolve Cardholder's billing disputes directly, before they are escalated to Chargebacks, through Technical Solution.</p>
Standard Clauses	means these Standard Clauses that are an integral part of the Agreement.

Sub-Processor	means the third party that may process personal data on behalf of Data Processor's obligations under the Agreement. Data Processor shall ensure that Sub-Processors comply with substantially same obligations as Data Processor under this Agreement. Data Processor remains responsible at all times for compliance with the terms of this Agreement.
Technical Solution	means a technical solution offered by Solidgate to the Company for the purpose of facilitating Transactions by the transfer of information between the Company and the Acquirer (and other third-party service providers, if applicable). Technical Solution includes technical platform (including its designs), manner of integration between the Company and Solidgate, collection of Card and/or other Transaction data, processing them to obtain appropriate authorization, and sending the authorized Transaction data, same as the data on requested Chargebacks, for the settlement.
Transaction	means any payment by a Card or refund for payment of Goods sold to End Users by the Company, regardless whether the Transaction is approved or declined.
Threatening Condition	means the Company's conduct including, without limitation, transmitting harmful, inaccurate or incomplete data to Solidgate and/or its partners or contractors, poses a threat to the systems, services, equipment, processes or intellectual property of Solidgate and/or its partners or contractors.
Website	means website(s), domain(s), sub-domain(s) and IT environments owned and operated by the Company where the Company accepts or states that it will accept, Transactions through the Technical Solution in relation to Goods which are purchased by End Users; the initial Website(s) being those which have been presented to and approved by Solidgate, together with any future Website(s) presented to and approved by Solidgate.

4. REPRESENTATIONS AND WARRANTIES

- 4.1. The Company warrants to Solidgate that:
- 4.1.1. At the date of this Agreement, it has full power and lawful authority to execute and deliver this Agreement and to perform its obligations under this Agreement.
 - 4.1.2. It is duly organised and validly existing under the laws of its domicile and has the legal capacity and corporate authority to own its property and carry on its business as now conducted and is not in breach of its by-laws.
 - 4.1.3. It is in all material respects in compliance with and has at all times been, and is not in material default or violation in any respect of any Applicable Law.
 - 4.1.4. There is no action, suit or proceeding at law or in equity now pending or, to the best of its knowledge, threatened by or against or affecting the Company which would impair its right to carry on its business as now conducted or affect its financial conditions or operations or its ability to perform the obligations required under this Agreement.
 - 4.1.5. Any and all information and documentation provided by the Company is true, accurate, complete and updated and no information, document or statement provided or made available are untrue, false, incorrect, incomplete or misleading.
 - 4.1.6. It complied, complies and will at all times comply with all Data Protection Laws.
 - 4.1.7. It will not knowingly do anything or allow anything to be done which is likely to harm Solidgate's reputation or the reputation of Card Schemes and/or Acquirers.

- 4.2. Each party warrants, represents, covenants and agrees that it has knowledge of all applicable Anti-Corruption Laws and that neither it nor any of its officers, directors, employees, agents, contractors, designees, ultimate beneficial owners or shareholders, nor any other party acting on its behalf, will directly or indirectly take any action that would constitute a violation of the Anti-Corruption Laws with respect to any activities related to any business for Solidgate or the Company. Each party warrants, represents, covenants and agrees that neither it nor any of its direct or indirect Representatives has or will pay, offer, promise to pay or authorize the payment of, offer or promise to pay, directly or indirectly, any monies or anything else of value to any current or former official, political party or official of a political party, or any candidate for public office in connection with this Agreement. Each party acknowledges that, for purposes of this Agreement, an “official” is (i) any officer or employee of a government or any department, agency or instrumentality of a government, (ii) any officer or employee of a public international organization such as the United Nations or the World Bank, (iii) any individual acting in an official capacity for or on behalf of a government agency, department, instrumentality or of a public international organization, (iv) any officer or employee of a company owned or controlled by a government or (v) any member of a royal family who may lack formal authority but who may otherwise be influential, including by owning or managing state-owned or controlled companies. Each party represents and warrants that all representations, warranties and covenants set forth in this clause are truthful and accurate. Each party shall notify the other party in writing immediately upon the occurrence of any event which would render the representations, warranties or covenants contained herein incorrect. If, in good faith, Solidgate believes that any action under this Agreement will likely cause a violation of the Anti-Corruption Laws, nonperformance shall be excused and this Agreement may be terminated at Solidgate’s option.
- 4.3. Each party warrants, represents, covenants, and agrees that to the extent the Company signs this Agreement electronically, including by checking the box through the Solidgate’s website, this Agreement is signed by authorized signatory, and the electronic signature is the legally binding equivalent to handwritten physical signature.
- 4.4. The Company should promptly notify Solidgate if it believes there has been or will be a misappropriation or unauthorized checking the box or other usage of Solidgate’s website. The Company must give Solidgate all the information in its possession as to the circumstances of any misappropriation or unauthorized use of Solidgate’s website, including, but not limited to, unauthorized online acceptance of this Agreement by checking the box. Solidgate may provide third parties with the information it considers relevant in such circumstances. In order to prevent misappropriation or unauthorized use of Solidgate’s website, the Company should keep safe any and all password(s) that are necessary to access or use any of the Services, and/or any confidential instruction provided by Solidgate for the integration of the Technical Solution.
- 4.5. Each party warrants, represents, covenants and agrees that it will comply at all times with all applicable laws, rules, regulations, decrees and prohibitions of whatsoever nature relating (a) to the sale, export or transfer of items or (b) to transactions of any kind with restricted or embargoed countries or territories, restricted or blocked persons or restricted or blocked entities (together, “*Embargoed Targets*”), including, without limitation, those of the United States, Switzerland and the European Union or its member states ((a) and (b) together, the “**Sanctions Laws**”). Each party warrants, represents and covenants that (c) it is not located, organized under, ordinarily resident in or acting on behalf of an Embargoed Target and (d) that it is not an Embargoed Target and is not owned or controlled by an Embargoed Target, as defined either expressly or substantively, by the Sanctions Laws. Each party warrants, represents and covenants that it is not aware of any reason why it should be named on any list identifying Embargoed Targets maintained by implementing authorities of, without limitation, the United States, Switzerland or the European Union or member states thereof (together, “*Lists*”), as such Lists may be amended from time to time. Each party agrees that it shall not (e) sell, directly or indirectly, resell or deliver any good, software or technology to an Embargoed Target, (f) transport any such item on any vessel or other carrier that is owned, operated, flagged or chartered by an Embargoed Target or (g) broker, finance or otherwise facilitate any sale or resale of any such item or transaction that would cause a violation of any Sanctions Law. Each party agrees that it will provide immediately to the other party all

information, including, without limitation, information concerning end customer, transit and final destination, shipping and intended end-use, to enable an assessment of compliance with the Sanctions Laws. If, in good faith, Solidgate believes that any action under this Agreement will likely cause a violation of the Sanctions Laws, nonperformance shall be excused and this Agreement may be terminated at Solidgate's option.

- 4.6. Each Party undertakes that it shall not for the term of the Agreement and for a period of 2 years thereafter on its own behalf, or on behalf of any person directly or indirectly, canvass, solicit or endeavour to entice away from the other Party any person who has at any time during the term of the Agreement been employed or engaged by that Party.
- 4.7. If any of those representations and warranties may be affected at any time from the date of this Agreement, immediately, but no later than in 5 Business Days, the Company shall inform Solidgate on any changes, including regarding the Company Information, in particular changes regarding its legal form, address, bank data, significant changes in the privacy policy or terms and conditions of delivery of Goods.
- 4.8. Except as expressly stated in this Agreement, no representation, inducement or warranty was, prior to the execution of this Agreement, given or made by one of the Parties hereto with the intent of inducing the other Party to enter into this Agreement, and any representations, inducements or warranties that may have been so given are hereby denied and negated.

5. LIABILITY

- 5.1. Neither Party (or either of its affiliates, directors, officers, employees, contractors or representatives) shall be liable for special, incidental or consequential damages or lost profits (however arising, including negligence) arising out of or in any way relating to this agreement, even if there was prior notice of the possibility of such damage arising.
- 5.2. In no event shall Solidgate or its affiliates, directors, officers, employees, contractors, or representatives be liable for an amount exceeding any amounts paid to Solidgate under this agreement in the 6 (six) months preceding the occurrence of facts that first give rise to any liability hereunder. The existence of more than one claim or event from which liability arises will not enlarge this aggregate limitation. This aggregate limit is a single, global limit that applies to Solidgate.
- 5.3. Neither Solidgate, nor its affiliates, directors, officers, employees, contractors, or representatives shall bear contractual or non-contractual liability for any delay or failure to perform its obligations under this Agreement to the extent that the delay or failure is caused by any of the following:
 - 5.3.1. failure, interruption, infiltration or corruption of any hardware, software or other telecommunications or data transmission system; or
 - 5.3.2. Solidgate's belief that the Transaction is unauthorised or fraudulent or poses a security risk.
- 5.4. The Company shall during the term of this Agreement and after its termination continue to bear responsibility for the Chargebacks and other penalties, fees, and adjustments resulting in any way from receiving Services and all other amounts then due or which thereafter may become due under this Agreement.
- 5.5. Any compensation claim for faults or damages must be presented in writing by the Company to Solidgate within 60 (sixty) days after the occurring of the alleged fault or damage. Otherwise the claim shall be considered invalid.

6. INDEMNIFICATION

- 6.1. Company agrees to defend, indemnify and hold Solidgate harmless from any claim or demand (including reasonable legal fees) made or incurred by any third party due to or arising out of:

- (a) Company's breach of this Agreement;
- (b) Company's improper use of the Services;
- (c) Company's negligence or willful misconduct, and/or
- (d) Company's violation of Applicable Laws or the rights of a third party.

7. REMEDIES

- 7.1. Each Party agrees that breach of this Agreement will give rise to irreparable injury for which:
- (a) money damages may not be a sufficient remedy for any breach of this Agreement by such Party;
 - (b) the other Party may be entitled to specific performance and injunction and other equitable relief with respect to any such breach;
 - (c) such remedies will not be the exclusive remedies for any such breach, but will be in addition to all other remedies available at law or in equity; and
 - (d) in the event of litigation relating to this Agreement, if a court of competent jurisdiction determines in a final non-appealable order that one Party, or any of its representatives, has breached this Agreement, such Party will be liable for reasonable legal fees and expenses incurred by the other Party in connection with such litigation, including, but not limited to, any appeals.

8. INTELLECTUAL PROPERTY

- 8.1. Solidgate or its licensors own the Proprietary Information.
- 8.2. Except as expressly stated herein, this Agreement does not transfer any right, title or interest in the Services or the Proprietary Information to the Company.
- 8.3. The Company acknowledges that the unauthorised use or release of the Proprietary Information or any part thereof, except as provided herein, would result in damages to Solidgate, which could not be adequately compensated for in damages by monetary award.
- 8.4. Solidgate grants to the Company a limited, revocable, non-exclusive, non-transferable, worldwide right to use the Services and the Proprietary Information, solely for the Company's own internal business purposes and subject to the terms of this Agreement.
- 8.5. Solidgate grants to the Company a non-exclusive, non-transferable license to display certain logos and trademarks of Solidgate as Solidgate may from time to time designate (provided the prior written approval of Solidgate for such display has been obtained by the Company), on the Company's Websites for the sole purpose of advising the Company's customers of the availability of the Services.
- 8.6. The Company acknowledges that it is prohibited from any use, reproduction, decompilation, reverse engineering, modification or distribution of any Proprietary Information that is not expressly authorised in this Agreement. The Company may not sell, resell, assign or otherwise transfer rights to Solidgate Services or any Proprietary Information.
- 8.7. Upon the written consent of the respective Party, the Parties may grant each other, without additional remuneration, for the duration of the Agreement, non-exclusive, not territorially limited license to use, present or copy Party's name and logo solely for marketing purposes.

9. CONFIDENTIALITY

- 9.1. Each Party agrees to maintain all Confidential Information of the other Party in confidence to the same extent that it protects its similar confidential information and to use such Confidential Information only as permitted under the Agreement. Each Party agrees to take all reasonable precautions to prevent any unauthorised disclosure or use of the Confidential Information of the other Party including, without limitation, disclosing such Confidential Information only to its employees or contractors with a need to know and who are parties to appropriate agreements sufficient to comply with this section.
- 9.2. The obligation of confidentiality shall extend for a period of three years after the termination of this Agreement, but shall not apply with respect to information that lawfully becomes a part of the public domain, or of which the Parties gained knowledge or possession free of any confidentiality obligation.

10. GOVERNING LAW AND DISPUTE RESOLUTION

- 10.1. This Agreement shall be governed by the Applicable Law. Each Party to this Agreement irrevocably agrees that the courts of England shall have exclusive jurisdiction to hear, settle and/or determine any dispute, controversy or claim (including any non-contractual dispute, controversy or claim) arising out of or in connection with this Agreement, including any question regarding its existence, validity, formation or termination. For these purposes, each Party irrevocably submits to the jurisdiction of the English courts.

11. ENTIRE AGREEMENT

- 11.1. This Agreement represents the entire understanding of the Parties concerning the subject matter hereof and supersedes any other prior or contemporaneous agreements or understandings, whether written or oral.
- 11.2. If any provision of the Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such unenforceable or invalid provision had never been contained herein.

12. ASSIGNMENT

- 12.1. This Agreement will bind and inure to the benefit of each Party's permitted successors and assigns.
- 12.2. Partner may not assign the rights and obligations under this Agreement without the written consent of Solidgate.
- 12.3. Solidgate may assign the rights and obligations under this Agreement.

13. NOTICES

- 13.1. All communication, notices or reports permitted or required under this Agreement shall be in writing and in English.
- 13.2. All notices shall be by personal delivery, nationally recognized overnight courier service or by certified or registered mail, return receipt requested or by email, stated herein, and shall be deemed given upon the earlier of actual receipt or 1 (one) day after deposit with the courier service, 5 (five) days after deposit in the mail, or receipt by sender of confirmation of electronic transmission or on the date when the email has been sent. Notices shall be sent to the addresses set forth herein or such other address as either Party may specify in writing.

14. EXECUTION

- 14.1. This Agreement may be executed in two or more counterparts in English (which both Parties understand properly), all of which when taken together shall be considered one and the same

agreement and shall become effective when counterparts of the Schedule have been signed by each Party and delivered to each other Party, it being understood that the parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

- 14.2. The Agreement can be accepted and thus executed in electronic form (e.g., by an electronic or other means of demonstrating assent), including by checking the box through the Solidgate's website, and Company's acceptance will be deemed binding between the Parties. The Company cannot contest the validity or enforceability of this Agreement, including under any applicable statute of frauds, because it was accepted or signed in electronic form. Electronically maintained records when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.
- 14.3. For the avoidance of doubt, should either party fail to sign these Agreement, and despite the lack of signature by authorized signatory of the Company, the Services under this Agreement are still provided by Solidgate to the Company, the performance of the Services shall constitute the Company's acceptance of the terms and conditions of this Agreement. The further may *inter alia* confirm the Company's acceptance to this Agreement:
- (a) completing integration with Solidgate through the Technical Solution;
 - (b) starting processing Transactions or otherwise accepting payments through the Technical Solution;
 - (c) opening merchant processing account(s) with the Solidgate's facilitation;
 - (d) provision of any other Services to the Company;
 - (e) payment of the Fees by the Company;
 - (f) other activities, conducted by the Company and/or Solidgate, reflecting the performance of this Agreement.

15. TERM AND TERMINATION

- 15.1. The term of this Agreement shall commence on the Effective Date and shall continue until terminated by either Party upon 30 (thirty) days notice in writing to the other Party.
- 15.2. Without derogating from the aforesaid, Solidgate may terminate this Agreement immediately:
- (a) if the Company fails to perform any obligation required under this Agreement and does not remedy such breach within 5 (five) days from a written request to such effect made by Solidgate;
 - (b) if Solidgate reasonably suspects or believes that the Company is using the Services in connection with any unauthorised, dishonest or criminal activities or upon notice from the Card Schemes that the Company is suspended or violated any of their rules;
 - (c) if Solidgate is required to do so by any Card Schemes or regulatory authority.
 - (d) If the Company becomes insolvent, fails to pay its debts due to Solidgate, makes a general assignment for the benefit of creditors, commences procedures for voluntary winding up, suffers or permits the appointment of a receiver for its business assets, or is wound up or liquidated, voluntary or otherwise.

15.3. In case the Agreement is terminated by any Party, all Fees due to Solidgate under the Agreement shall become payable the day before such termination of the Agreement.

15.4. Any termination of this Agreement shall not relieve the Company from any liability arising prior to the termination of this Agreement.

16. NO AGENCY

16.1. It is agreed and understood that either Party is not the agent or representative of the other Party and has no authority or power to bind or contract in the name of or to create any liability against the other Party in any way or for any purpose. Nothing contained herein shall be construed to create a partnership or joint venture between the Parties.

17. EXPENSES

17.1. Notwithstanding any other provision in this Agreement to the contrary, in no event will Solidgate be obligated to pay any expenses, fees, costs or other amounts to any subcontractor, person, or entity under this Agreement.

18. NO WAIVER

18.1. No failure or delay by either Party in enforcing any provision of this Agreement will be deemed a waiver of such Party's ability to enforce the same provision of this Agreement at a future date.

19. FORCE MAJEURE

19.1. The Parties shall not be responsible for any failure to perform its obligations under this Agreement if such failure is caused by acts of God, war, terrorism, civil insurrection, acts of militia or military, strikes, revolutions, lack or failure of transportation or communications facilities, changes to the Applicable Law, or other causes that are beyond Parties' reasonable control. In the event of such a failure, Parties' obligations shall be suspended until such time as the cessation of all causes of such failure.

20. SURVIVAL

20.1. The following sections shall survive termination of this Agreement: Intellectual Property, Confidentiality, Term and Termination, and Definitions, as well as any other terms which by their nature should survive termination of this Agreement.