



Terms and Conditions for the Advanced Deposit for the Albie Reservation System

1. Introduction These Terms and Conditions ("Terms") outline the requirements and conditions for paying the advanced deposit to secure a preferred fee rate for the use of the Albie Reservation System ("the Service") provided by The Anything Group LLC ("TAG").

2. Advanced Deposit Payment

- The advanced deposit is a non-refundable payment of \$1000 USD.
- Payment must be made via Stripe or Bank Transfer.
- The deposit is intended to secure a preferred fee rate of 1.5% on the revenue generated from confirmed stays, as well as from reservations of activities or products through the Service.
- This deposit will be credited towards the first monthly fee for the Service once it becomes available to the public.

3. Non-Refundable Deposit

- The advanced deposit is non-refundable under any circumstances.
- If the Service is not made available to the public within twelve (12) months of the payment date, the deposit may be applied towards other services offered by TAG, at TAG's discretion.

4. Application of Deposit

- Upon the Service becoming available to the public, the deposit will be applied towards the Client's first month's fee under the general service agreement for the Service.
- Any remaining balance due for the Service after applying the deposit must be paid in accordance with the terms of the general service agreement.

5. Scope of Preferred Fee Rate

- The preferred fee rate of 1.5% on revenue generated from confirmed stays, as well as from reservations of activities or products is assured for the duration of the Client's use of the Service, as long as the Service is operational and the Client remains in good standing.
- Should the Service be suspended or terminated, TAG reserves the right to revise this fee rate in any future agreements.



6. Property Coverage

- The deposit and the preferred fee rate apply to a single property only.
- To extend the preferred fee rate to additional properties within a hotel group, additional deposits must be arranged with TAG's finance team. The terms for these additional deposits will be agreed upon mutually.

7. Service Availability

- TAG will notify the Client in writing or via email when the Service becomes available to the public.
- Upon such notification, the Client is expected to execute a general service agreement for the Service.

8. Confidentiality

- Both parties agree to maintain the confidentiality of these Terms and any proprietary information exchanged in connection with the payment of the deposit and the anticipated use of the Service.

14. Acceptance

- By making the deposit payment, the Client acknowledges that they have read, understood, and agree to these Terms and Conditions.

15. Contract Issuance

- After the payment of the Deposit, the Client acknowledges that they will receive a contract based on the following template:
 - Contract Template:

Advanced Deposit Contract for Albie Reservation System

This contract is made and entered into as of the date of submission of this form (the "Effective Date"), by and between **XXXXXXXXXX**, a US LLC with its principal place of business at XXXXXXXXXXXXXXX, United States, XXXXXX (hereinafter referred to as "XXXXX"), and **Company Name** whose details are listed below under 'Client Information' (hereinafter referred to as "Client").

Client Information:

Full Name: **Full Name**



Company Name: **Company Name**

Phone Number: **Phone Number**

Email Address: **Email Address**

Terms and Conditions:

Advance Deposit Payment:

- The Client agrees to pay XXXXX a non-refundable advance deposit of \$1000 USD (the "Deposit").
- The Deposit will be credited against the Client's first monthly fee under the general service agreement for the Albie Reservation System (the "Service") upon its availability to the public.
- The Deposit must be paid via Stripe or Bank Transfer. The completion and validity of this Contract are contingent upon the successful processing and receipt of the Deposit payment through Stripe or Bank Transfer.

Non-Refundable Deposit:

- The Deposit is a non-refundable deposit under any and all circumstances.
- In the event that the Service is not made available to the public within twelve (12) months of the Effective Date, the Deposit may be applied towards other services offered by XXXXX at the discretion of XXXXX.

Application of Deposit:

- Upon the Service becoming available to the public, the Deposit will be applied towards the Client's first month's fee for the Service.
- Any remaining balance due for the Service after applying the Deposit shall be paid in accordance with the terms of the general service agreement for the Service.

Service Commencement:

XXXXX agrees to notify the Client in writing or via email when the Service is available to the public.

The Client agrees to execute a general service agreement for the Service upon such notification.

Scope and Service Agreement Clarification:



- This Contract specifically addresses the advanced deposit payment and is not the general service agreement for Albie. It is intended to secure a preferred fee of 1.5% on the revenue generated from confirmed stays, as well as from reservations of activities or products through the Service, which will be formalized in the forthcoming general service agreement once Albie is available to the public.
- The 1.5% preferred fee rate on revenue generated from guests' stays, as well as from reservations of activities or products is assured for as long as the Client uses the Service, as long as the Service is in operation under a constant contracted provision of service. If the client suspends or terminates Service, or XXXXX is forced to suspend or terminate Services to the client for any reason created by the client, XXXXX has the right to alter this fee rate in any subsequent contracts with the same client.
- The Deposit and the preferred fee rate are applicable to one single property only. If the Client wishes to extend the preferred fee rate to additional properties within their hotel group, the Client must coordinate with the finance team at The Anything Group to arrange for the payment of additional deposits.

Term and Termination:

- This Contract shall remain in effect until the Deposit has been applied as set forth herein or until otherwise terminated by mutual agreement of the parties.
- Either party may terminate this Contract upon thirty (30) days' written notice to the other party. In the event of termination, the Deposit shall be forfeited by the Client.

Confidentiality:

Both parties agree to maintain the confidentiality of this Contract and any proprietary information exchanged in connection with the performance of this Contract.

Governing Law:

This Contract shall be governed by and construed in accordance with the laws of the State of Nevada, without regard to its conflict of law principles.

Entire Agreement:

This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings or agreements, whether written or oral, regarding such subject matter.

Severability:



If any provision of this Contract is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

Notices:

Any notices required under this Contract shall be sent to the addresses provided above, or to such other addresses as either party may provide in writing.

Acceptance:

The Client acknowledges that they have read, understood, and agree to the terms and conditions set forth in this Contract.

Client's Digital Signature: *Digital Sign*

Client's Company Name: **Company Name**

Date: **Date**

Signed and accepted on behalf of XXXXX:

NAME

SIGNATURE

XXXXXXXXXXXXX

Date: XXXX