

Schedule of Services

Alipay Service Provider Acquiring Service (“Alipay Acquiring Service” or “Schedule”)

A word or phrase used in this Schedule is capitalised but is not defined herein, it shall have the meaning as provided under the Octopus Payment and Services Agreement or in its ordinary context.

A) GENERAL

(i) Due Diligence

- a. Where reasonably requested by the Acquirer at any time, the Service Provider will provide a copy of its constitutional documents (such as its corporate registration documents) and such other relevant background or operational information as the Acquirer reasonably believes may assist it in assessing the Service Provider (the “Due Diligence Obligations”).
- b. Failure to comply with the Due Diligence Obligations will be a material breach of this Schedule by the Service Provider.
- c. Before the Acquirer provides the Alipay Acquiring Services, the Service Provider will provide the Acquirer with all or such part of the following information as is requested by the Acquirer (collectively, the “Due Diligence Information”):
 - i. email address,
 - ii. legal and beneficial owner information,
 - iii. business name (registered and 'trading as' name),
 - iv. photos of a retail store where Spot Payment is offered,
 - v. business operating address, and
 - vi. any other relevant information upon the Acquirer’s reasonable request from time to time.
- d. The Service Provider will notify the Acquirer of any changes to its Due Diligence Information in a timely manner as soon as reasonably practicable following such change.

(ii) Effective Date

This Schedule shall become effective on the date of delivery of the Equipment.

B) SPECIFIC TERMS

The specific terms and conditions of this Schedule appear in Parts A to D of this Schedules hereto.

Part A

ALIPAY SERVICES, SERVICE FEES AND SETTLEMENT

1. Service Description.

The Acquirer processes Payments from Alipay Users on behalf of Service Provider for purchase of Document Services, enable Service Provider to accept payment from Alipay Users. During the term of this Schedule, the Acquirer shall procure Alipay to grant to the Service Provider the right to, and the Service Provider shall be entitled to, accept the use of Alipay Wallet as offline and online (subject to the Acquirer’s absolute discretion) payment solution for the Document Services by Alipay User/the Service Provider’s Service Provider (“Alipay Acquiring Services”). All risks and responsibilities in relation to the Payment shall be addressed and shouldered by the Alipay User and the Service Provider.

2. Service Fee

- a) **General.** Service Fee = 2.5% of Transaction Valuet. All payments of the Service Fee shall be exclusive of any Tax.
- b) **Payment of Service Fee.** The Service Provider agrees that the Acquirer may deduct, in whole or in part, any Service Fee that is due and payable but have not otherwise been paid by the Service Provider, from the relevant Funds Available for Settlement.
- c) **Over/Under-Charges.** If the Acquirer charges the Service Provider more than the Service Fee set forth in this Schedule, the Acquirer will return the additional Service Fee charged to the Service Provider as soon as practicable in the next Transfer. If the Acquirer charges the Service Provider less than the Service Fee set forth in this Schedule,

then Service Provider shall pay the amount of outstanding Service Fee to the Acquirer as soon as practicable upon the Acquirer's request.

3. **Settlement Process**

- a) **Service Provider's Particulars for Transfer.** The Service Provider will bear all losses arising from the incorrect information provided to the Acquirer.
- b) **Funds Transfer.** Subject to the Acquirer exercising its rights to withhold, deduct or set off in accordance with this Schedule, the Acquirer will make monthly Transfer to the Service Provider an amount equal to the "**Net Settlement Amount**" in accordance with the formula set out below:

Net Settlement Amount = Settlement Funds – Refunds (if any, as specified under Clause 3(e) below) - Chargebacks (if any) - any other amount that the Acquirer may deduct in accordance with its rights to withhold, deduct or set off under this Schedule; and

Where: Settlement Funds = Funds Available for Settlement – Service Fee.

- c) **Incidental Fee for Fund Transfer.** In connection with transferring the Net Settlement Amount to the Service Provider in accordance with this **Part A**, the Service Provider will be solely responsible for bank charges (if any) imposed by banks through which the Acquirer initiates the transfer of such Net Settlement Amount. For any other fees or charges imposed by beneficiary banks (where Service Provider has a bank account), intermediary banks or other payment service providers passing or receiving such Net Settlement Amount on behalf of the Service Provider, the Service Provider shall be solely responsible for any such fees or charges.
- d) **Refunds.**
- (A) If an Alipay User requests and is due a Refund in accordance with a Service Provider's after-sale service policy or a Refund is required by Applicable Law, the Service Provider (as appropriate) will instruct the Acquirer in a timely manner to make such Refund to the Alipay User's Alipay Account in accordance with the Refund process to be agreed between the Acquirer and the Service Provider.
- (B) The Service Provider hereby agrees to reimburse the Acquirer for each such Refund and for that purpose authorizes the Acquirer to deduct the amount of each Refund from the Settlement Funds and return such Refund to the relevant Alipay User in accordance with this Clause 3(e).
- (C) If the amount of the Settlement Funds is not sufficient to process the relevant Refund, the Acquirer will be entitled to process the Refund only after the amount of such Settlement Funds becomes sufficient to pay the amount of such Refund or after the Acquirer otherwise receives from the Service Provider an amount sufficient to process the Refund. For the avoidance of doubt, the Acquirer shall not be responsible for any claim or liability that the relevant Alipay User may seek Service Provider in the event of any delay in processing such Refund.
- (D) Alipay will not charge any Service Fee in respect of any Refund from the relevant Settlement Fund. Any Service Fee related to a Payment that is subject to a Refund and which has already been deducted from the Funds Available for Settlement will be repaid to the Service Provider by the Acquirer upon the Refund being paid to the Acquirer.
- (E) The Acquirer only accepts and processes Refund instructions from the Service Provider if the request for the Refund is made within one year (365) days from the date of the Transaction.
- e) **Settlement and Settlement Limit.** The Acquirer will make monthly Transfer the Net Settlement Amount in Hong Kong Dollar to the Service Provider, provided that the amount of the relevant Settlement Funds shall reach HKD 800 (the "Settlement Limit"). The Net Settlement Amount shall be retained from Transaction until the aggregate total Net Settlement Amount due to the Service Provider reaches the Settlement Limit. The Acquirer reserves the right to adjust the Settlement Limit and charge a fee for Settlement during Term(s).
- f) **Enquiry Regarding Settlement.** Any enquiry by the Service Provider with respect to settlement shall be made in writing and the Service Provider shall provide any information reasonably required by the Acquirer to assist with such enquiry. The Acquirer will, acting in a commercially reasonable manner, assist the Service Provider in resolving the relevant matter and provide a written response to the Service Provider within seven (7) Working

Days after receiving such written enquiry from Service Provider.

4. **Rules for Risk Management.**

- a) The Service Provider agrees that, if Alipay determines in its sole discretion that certain features of the Alipay Acquiring Services may be subject to high risk of Unauthorized Payment or fraudulent Transaction, with reasonable notice, provision of such part of the Alipay Acquiring Services, including but not limited to adjusting the types, issuing banks and payment limit (whether per Transaction or per day) of the credit card and/or debit card Alipay Users will be able to use to complete the Payment from time to time, will be suspended or terminated.
- b) The Service Provider to use its best efforts to promptly answer Alipay User's enquiries and resolve any disputes in relation to the goods and/or services provided by the Service Provider.
- c) The Service Provider shall be responsible for all costs and loss incurred by any disputes in relation to the goods and/or services provided by the Service Provider and any Unauthorized Payment if such Unauthorized Payment is caused by or due to the Service Provider's default with respect to Transactions, including but not limited to Chargebacks and related costs, and the Service Provider will comply with the following rules:
 - (A) Transaction Evidence. The Service Provider will ensure to provide the Transaction Evidence within three (3) Working Days upon the Acquirer's request.
 - (B) Reimbursement. If the Acquirer does not receive the Transaction Evidence, or the Transaction Evidence was deemed to be inadequate, or the Service Provider accepts the Chargeback, or the arbitration or pre-arbitration result is not in favor of the Service Provider, in the case that the Service Provider elects to proceed with the arbitration or the pre-arbitration (or equivalent procedure) to resolve the Chargeback and such arbitration or pre-arbitration (or equivalent procedure) determines that there is a Chargeback, the Chargeback amount regarding the Transaction in question will be deducted from the Settlement Funds in the next settlement cycle in accordance with Clause 3 (b) of this Part A. .
 - (C) Reimbursement Obligation. Provided Transaction Evidence has been requested, the Acquirer may, having made due enquiry of the Alipay User, determine to reimburse an Alipay User in the event of any Unauthorized Payment. The Service Provider agrees to indemnify and hold harmless the Acquirer for the amount to be agreed between the Service Provider and the Acquirer (each acting reasonably) reimbursed to the Alipay User. In the event of any disputes in relation to the goods/services with card payments, the Service Provider agrees to follow card association's rules.

5. **Payment Policies**

- a) **Responsibilities for Service Fee.** The Service Provider will pay any Service Fee for using the Alipay Services and will not, directly or indirectly, transfer any such Service Fee, that it may be charged, to the Alipay Users in addition to what a Service Provider would charge a Service Provider for the relevant Transaction in the normal course of business.
- b) **Alipay Wallet as Payment Method.** The Service Provider will not restrict its Service Providers in any way from using Alipay Wallet as a Payment method at checkout at any sales channel, including but not limited to requiring a minimum or maximum purchase amount (except due to the transaction control required by Applicable Laws) from Service Providers using Alipay Wallet to make Payments.
- c) **Document Services.** The Service Provider will use Alipay Acquiring Services only for the Documents Services provided by the Acquirer in accordance with the Agreement. The Service Provider shall not make a request for Payment or settlement for any Transaction unless the Service Provider is in the course of conducting a sales and purchase transaction with respect to the provision of the Document Services to Alipay Users. Cash Advances by the Service Provider or by Service Provider to Alipay Users are not allowed in any circumstances. The Service Provider hereby agrees, warrants and represents to the Acquirer on each of its request for Payment that each relevant Transaction thereunder has been duly and properly authorized and completed according to the terms and conditions of this Schedule and that the details of the Transactions are true and correct.
- d) **Storage of Transaction Information.** The Service Provider will, maintain the records for each Transaction to justify its authenticity for a period of ten years after the completion of the Transaction and shall entitled the Acquirer, or Alipay to review or otherwise access such records. Subject to any legal restrictions under Applicable Law, The Service Provider will ensure that the Acquirer, Alipay, the relevant service providers of Alipay and the

Acquirer and/or regulatory or governmental authorities having jurisdiction over Alipay and the Acquirer be provided with or granted access to, the relevant Transaction information including but not limited to information on each Service Provider, Document Services, and the amount, currency, time and counterparties to each Transaction, within three (3) Working Days from request. Subject to any restriction under Applicable Laws, the Acquirer will advise the Service Provider of the names of such service providers or regulatory/governmental authorities and the subject matter to which such requests relate.

- e) **Set off & Withholding.** The Service Provider agrees that the Acquirer shall be entitled, at its sole discretion, to set off, withhold settlement of or deduct any sums payable and liability of any nature from time to time due, owing or incurred by the Service Providers) to the Acquirer (or any of the Acquirer's Affiliate) under this Schedule against any monies and liabilities of any nature, including Payments, from time to time due, owing or incurred by the Acquirer under this Schedule. The circumstances under which the Acquirer may exercise its rights under this Clause include, but are not limited to,:

- (A) if the Service Provider fails to comply with any term of this Schedule;
- (B) if the Acquirer believes that the Service Provider has or is likely to become subject to bankruptcy, insolvency, reorganization, winding up or similar dissolution procedures;
- (C) if the Acquirer reasonably believes that there has been a material deterioration in the financial condition of the Service Provider; and
- (D) if the Acquirer reasonably believes that any Transaction is in breach of any Applicable Law.

The Service Provider shall not be entitled to retain or set-off any amount owed to it by the Acquirer against any amount due from the Service Provider (or its Service Providers) to the Acquirer.

6. **Cooperation with the Acquirer.**

- a) In consideration of the mutual agreements and promises set forth in this Schedule, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, for the Term of this Schedule, the Service Provider, including its Affiliates, and its and their officers, shareholders, directors shall not in any way engage in any other payment acquiring service (other than the Service).
- b) The Service Provider agrees that the limitations in this Clause are in the public interest by protecting the general public from confusion and the passing off of other competing services and that the preferential rates as stipulated under this Schedule adequately compensate it for these limitations.

ALIPAY ACQUIRING SERVICE TERMS AND CONDITIONS

1. **Definitions.** Capitalized terms not defined in this **Part B** will have the meaning given to them in this Schedule including those set out in **Part D**, unless the context requires otherwise.
2. **Alipay Acquiring Services.** The Acquirer will provide the Service Provider certain service as described in **Part A**. Each of the Acquirer and the Service Provider will perform and comply with its respective responsibilities set forth in this Schedule.
3. **Fees.** In consideration for the Acquirer providing the Alipay Acquiring Services to the Service Provider in accordance with the terms of this Schedule, the Service Provider will pay the Acquirer the Service Fee and other fees or charges as set out in **Part A**. the Acquirer reserves the right to adjust such fees upon thirty (30) days prior written notice.
4. **Representations and Warranties.** Each Party makes each of the following representations and warranties to the other Party, and acknowledges that such other Party is relying on these representations and warranties in entering into this Schedule.
 - A. **Authorization.** The Party represents and warrants the following (collectively, the “**Authorization Warranties**”):
 - (i) it is an independent corporation duly organized, validly existing and in good standing under the laws of jurisdiction of its incorporation;
 - (ii) it is properly registered to do business in all jurisdictions in which it carries on business;
 - (iii) it has all licenses, regulatory approvals, permits and powers legally required to conduct its business in each jurisdiction in which it carries on business; and
 - (iv) it has the corporate power, authority and legal right to execute and perform this Schedule and to carry out the transactions and its obligations contemplated by this Schedule.
 - B. **Validity.** Each Party represents and warrants that once duly executed by the Party this Schedule shall constitute valid and binding obligations on the Party, enforceable in accordance with its terms. Except as otherwise stated in this Schedule, no approval or consent of any person or government department or agency is legally or contractually required to be obtained by the Party in order to enter into this Schedule and perform its obligations.
 - C. **No Conflicts.** Each Party represents and warrants that (a) the execution of this Schedule, nor (b) the consummation by the Party of this Schedule will (i) conflict with the certificate of incorporation or by-laws or any other corporate or constitutional document of the Party or (ii) breach any obligations of the Party under any contract to which it is a party or (ii) violate any Applicable Law.
 - D. **Litigation.** Each Party represents and warrants that there is no litigation, proceeding or investigation of any nature pending or, to the Party’s knowledge, threatened against or affecting the Party or any of its Affiliates, which would reasonably be expected to have a material adverse effect on its ability to perform its obligations under this Schedule.
5. **Compliance with Law.**
 - A. **General.** Each of the Parties will comply with any Applicable Law in connection with the operation of its business and performance of its obligations under this Schedule. Service Provider will at its own cost, keep such records and do such things as are reasonably necessary to ensure that Alipay and the Acquirer complies with any Applicable Law; provided always that Service Provider shall not be required to do anything which is inconsistent with or in breach of any applicable laws.
 - B. **Information Verification.** In order for Alipay to satisfy its obligations and to comply with the relevant requirements under Applicable Law, upon reasonable request by Alipay, Service Providers will share, records and information (including Transaction information and records with Alipay from time to time and the Acquirer is authorized by Service Provider to provide the relevant records and information to governmental agencies, regulatory authorities and third party service providers for examination and verification as necessary.
 - C. **AML Requirements.** The Service Provider shall comply with all Applicable Law on anti-money laundering, counter-terrorism financing and sanctions (together “**AML**”). The Service Provider shall fully cooperate with the Acquirer’s reasonable due diligence (on site or in writing) of the Service Provider’s AML policies and procedures, including but not

limited to Service Provider management, sanctions and political exposed people review, suspicious transactions monitoring and reporting. In accordance with its AML, anti-fraud, and other compliance and security policies and procedures, the Acquirer may impose reasonable limitations and controls on Service Provider's ability to utilize the Alipay acquiring Services. Such limitations may include but are not limited to rejecting Payments and/or or suspending/restricting any Alipay Acquiring Service with respect to certain Transactions.

6. **Disclaimer.** TO THE EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE EXPRESSLY STATED, ALIPAY DISCLAIMS ANY WARRANTY OR CONDITION OF ANY KIND, EXPRESS, IMPLIED, COMMON LAW OR STATUTORY INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF TITLE, LICENSEABILITY, DATA ACCURACY, NON-INFRINGEMENT, SERVICE PROVIDERABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND USE OF REASONABLE SKILL AND CARE OR THAT THE ALIPAY SERVICES, THE ALIPAY PLATFORM OR ANY APPLICATION, WEBSITE, PRODUCT PROVIDED OR USED IN CONNECTION WITH THE ALIPAY SERVICES WILL BE ERROR FREE OR OPERATE WITHOUT INTERRUPTION.

7. **Indemnification.**

- A. **General Indemnity.** Subject to Clause 8 below, each Party (the "indemnifying Party") will indemnify the other Party (the "indemnified Party") from and against all actions, claims, demands, liabilities, obligations, losses, costs (including, but not limited to legal fees, expenses and penalties) and interest suffered, incurred or sustained by or threatened against the indemnified Party arising out of any breach or violation of this Schedule by the indemnifying Party or any gross neglect, willful misconduct, fraud or dishonesty by the indemnifying Party or any of its employees or agents.
- B. **Third party IP Indemnity.** The Service Provider shall indemnify and defend the Acquirer and its Affiliates from and against any claim that any license the Service Provider and/or its Affiliates granted under Clause 9 of **Part B** or the exercise thereof in accordance with this Schedule constitutes an unauthorized use or infringement of any Intellectual Property rights of a third party.
- C. Notwithstanding anything to the contrary, nothing under this Schedule shall be construed to exclude or limit Service Provider's liability in connection with its obligations under Clause 3 of this **Part B**.

8. **Limitation of Liability.** To the extent permitted under Applicable Law, under no circumstances will Alipay and the Acquirer or its Affiliates be liable under any theory of tort, contract, strict liability or other legal or equitable theory for lost profits (whether direct or indirect), indirect, incidental, special, consequential or exemplary loss or punitive damages, each of which is excluded by agreement of the Parties regardless of whether such losses and/or damages were foreseeable or whether Service Provider had been advised of the possibility of such damages. Notwithstanding anything in this Schedule to the contrary, other than Alipay's settlement obligations under Clause 3 of **Part A**, the Acquirer's aggregate liability, including for claims, expenses, damages or indemnity obligations under or in connection with this Schedule or the Alipay Services, will not exceed the lesser of (a) the amount stipulated in clause 9.2 of the Octopus Payment and Services Agreement, or (b) the total Service Fee payable by Service Provider for the Alipay Services provided in the Twelve (12) complete calendar months preceding the date of the first event giving rise to a claim upon which liability is based.

9. **Intellectual Property.**

- A. **The Acquirer's License to the Service Provider.** Service Provider agrees to take reasonable care to protect all Alipay's Intellectual Property from infringement or damage and cease all use of such Intellectual Property immediately upon termination of this Schedule.
- B. **The Service Provider's License to the Acquirer.** During the term of this Schedule for the limited purposes of performing the obligations set forth in this Schedule and subject to the terms of this Schedule, the Service Provider grants to the Acquirer a non-exclusive, non-transferable, royalty-free license to use, reproduce, publish, distribute and transmit any of the Service Provider's marketing materials, proprietary indicia or other similar items containing the Intellectual Property of the Service Provider ("**Service Provider IP**") necessary for the Acquirer to perform its obligations contemplated by this Schedule and to refer to the name of the Service Provider in the public announcement as one of the partners using the Alipay Acquiring Services. The Service Provider represents and warrants to the Acquirer that it has obtained all necessary authorities, permissions, approvals and licenses to license the Service Provider IP to the Acquirer and that the Service Provider IP does not infringe the Intellectual Property of any third party.

10. **Data privacy.** Each Party will take all commercially reasonable endeavours to ensure that the Personal Information is protected against misuse and loss, or unauthorized access, modification or disclosure and will promptly notify the other Party of any loss of, or any unauthorized disclosure of or access to, the Personal Information. Each Party may retain records of Payments for complying with Applicable Law and internal compliance requirements. "**Personal Information**" means personal information or data, whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or data, processed by either Party in connection with this Schedule. the Acquirer may transfer Transaction data, including Personal Information, to any of its Affiliates that have been delegated any of

its obligations under this Schedule.

11. Taxes.

- A. To the extent permitted by Applicable Law, all Taxes arising from or in connection with all payments between the Acquirer and the Service Provider under this Schedule shall be for the account of and liability of Service Provider, unless agreed otherwise in writing by the Parties.
- B. For the avoidance of doubt, (i) all amounts payable by the Service Provider to the Acquirer under this Schedule are exclusive of any Taxes imposed by the relevant taxation authority of applicable jurisdictions to which the Service Provider is subject which shall be for the account of the Acquirer; and (ii) any Taxes imposed by the relevant taxation authority of applicable jurisdictions to which the Service Provider is subject, including without limitation value added tax or other Taxes of similar nature, arising out of or in connection with any Transaction or this Schedule, shall be for the account of the Service Provider.
- C. Each Party shall be responsible for any and all Excluded Taxes that it is liable for under Applicable Law.
- D. Where a Party is required under Applicable Law relating to tax to fulfil its tax obligations, including but not limited to common reporting standard, imposed by any taxation authority, the other Party shall promptly provide information and documents as requested by that Party to the extent permitted by Applicable Law.
- E. Nothing contained in this Schedule is intended to result in one Party assisting the other Party to evade any Taxes in the applicable jurisdictions to which the other Party is subject.

12. Confidential Information. Each Party acknowledges that the Confidential Information of the other is valuable to it and agrees to treat all Confidential Information received from the other Party in connection this Schedule as confidential. Neither Party will disclose such Confidential Information to any third party except to perform its obligations under this Schedule or as required by Applicable Law or government authorities, and in each case, the disclosing Party will, to the extent permitted under Applicable Law, give the other Party prior notice of such disclosure. Upon termination of this Schedule or at the written request of the other Party, each Party will promptly return or destroy all material embodying Confidential Information of the other. Notwithstanding the foregoing, each Party may retain reasonable copies of the other Party's Confidential Information to comply with Applicable Laws or in order to exercise its rights under this Schedule, provided that such retained Confidential Information will not be disclosed or used for any other purposes. “**Confidential Information**” means all non- public, proprietary or other confidential information, whether in oral, written or other form, including but not limited to: the content and performance of this Schedule, business plans, capitalization tables, budgets, financial statements; costs, prices, and marketing plans, contracts and licenses, employee, Service Provider, supplier, shareholder, partner or investor lists, technology, know-how, business processes, trade secrets and business models, notes, sketches, flow charts, formulas, blueprints, and elements thereof, and source code, object code, graphical design, user interfaces and other Intellectual Property, including that of any Service Provider, supplier or other third party (including, in the case of the Acquirer, the interface technologies, security protocol and certificate to any other website or enterprise provided by the Acquirer) .

13. Publicity. Neither Party will issue any press release or make any public announcement pertaining to this Schedule without the prior written consent of the other Party unless required by Applicable Law binding the Party. However, the preceding limitation will not be interpreted to prevent Alipay from making general statements about Alipay's business or about services similar to the Alipay Services in or outside of the jurisdiction where Service Provider is located.

14. Notice. All business correspondence in relation to the business as usual operation of the Alipay Acquiring Services and amendment of any matters in relation to this Schedule (other than in respect of notification of a change of Service Provider's legal name) will: all notices and other communications given in connection with this Schedule (including changing any terms of this Schedule and, in the case of the Acquirer, notification of a change of Service Provider's legal name) will be in writing, and will be sent either by mail or facsimile to the contact details and address provided by the Parties in the Service Application Form. Notice will be deemed to have been received: (i) if sent by courier, three (3) day's upon the sending out the mail; and (ii) if sent by facsimile machine, at the time of successful transmission by the sending Party. Notice given in any other manner will not be deemed to have been received unless acknowledged in writing by the Party receiving the notice. Notwithstanding the foregoing, the Parties agree that email (including email with electronic signature blocks containing the sender's name) will not constitute valid service of notice to either (i) amend this Schedule; or (ii) notify the receiving Party of any matter which will or may have legal consequences for the receiving Party.

15. Variation. No variation of this Schedule shall be effective unless it is in writing and signed by the Parties (or their authorized representatives). For the avoidance of the doubt the Parties may not vary the terms of this Schedule via email (including email with electronic signature blocks containing the sender's name).

16. Term and Termination.

- A. General.** The term of this Schedule will be continue in force during the Contract Period, unless it is terminated in accordance with the termination provisions setout hereunder prior to the end of the then-current Term.
- B. Cause.** The Acquirer may terminate or suspend the Alipay Acquiring Services (in part or in whole) without notice to the Service Provider if the Acquirer reasonably suspects that Service Provider has breached or defaulted under any term of this Schedule. The Service Provider may terminate this Schedule with immediate effect (i) for breach of this Schedule by the Acquirer if such breach is curable but not cured within thirty (30) days of notice being given by the Service Provider to the Acquirer; or (ii) for material breach of this Schedule by the Acquirer, immediately upon notice being given by the Service Provider to the Acquirer. For the purposes of this Schedule, if either the Service Provider or the Acquirer becomes subject to bankruptcy, insolvency, reorganization, winding up or similar dissolution procedures, such occurrence will be deemed a material breach by the relevant Party of this Schedule.
- C. Alipay Compliance.** Notwithstanding any other provision of this Schedule, the Acquirer may terminate or suspend this Schedule, in part or in full, immediately, if the Acquirer - determines, in its sole discretion, that compliance with this Schedule would cause the Acquirer or any of its Affiliates to violate or potentially violate any Applicable Law to which the Acquirer or any of its Affiliates is or becomes subject to.
- D. For Convenience.** The Acquirer may terminate this Schedule without cause on giving thirty (30) days' notice to Service Provider.
- E. Survival.** Upon termination of this Schedule, the respective obligations of the Parties set out in this Schedule will cease other than obligations and rights of the Parties under Clauses 9, 10, 12, 13, 14, 15 and 18 of this **Part B** and those provisions which by their terms are intended to survive any termination (including payment obligations already accrued). Any amounts due and payable under Clause 3 of this **Part B** shall survive termination and continue to be due and until such amounts are paid in full by the Service Provider.
- 17. No Agency.** Each Party confirms that it is entering into this Schedule in its own capacity for its own account and is not acting as a nominee or agent of any other third party.
- 18. Force Majeure.** No Party, its Affiliates or agents will be held liable for any default, delay or failure in performing its obligations under this Schedule resulting directly or indirectly from acts of nature, forces or causes beyond such Party's, its Affiliates' or agents' reasonable control, including without limitation, (i) fire, flood, element of nature or other act of God, (ii) outbreak or escalation of hostilities, war, riot or civil disorder, or act of terrorism; (iii) internet failure, computer, telecommunications, electrical power failure or any other equipment failure; (iv) labor dispute (whether or not employees' demands are reasonable or within the Party's power to satisfy), (v) act or omission of a government authority prohibiting or impeding the affected Party (or its Affiliates or agents) from performing its obligations under this Schedule, including order of a domestic or foreign court or tribunal, governmental restriction, sanctions, restriction on foreign exchange controls, etc. or (vi) the nonperformance by a third party for any similar cause beyond the reasonable control of the Party (collectively, a "**Force Majeure Event**"). If a Force Majeure Event occurs, the non-performing Party will be excused from any further performance of the obligations affected by the event only for as long as the Force Majeure Event continues and only to the extent of such Force Majeure Event and the Party continues to use commercially reasonable efforts to resume performance.
- 19. Dispute Resolution.** Any dispute, controversy or claim arising out of, in connection with or relating to this Schedule, including the interpretation, validity, invalidity, breach or termination, will be settled by arbitration. The arbitration will be conducted in Hong Kong in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules in force when a Notice of Arbitration (as defined therein) is submitted in accordance with the said Rules. The number of arbitrator will be one (1). The arbitration will be conducted in English.
- 20. Costs and Expenses.** Except as expressly set forth in this Schedule, each Party will be solely responsible for all costs and expenses incurred by it in connection with providing or receiving the Alipay Services.
- 21. Entire Agreement.** This Schedule is the entire agreement between the Parties with respect to the subject matter hereof and supersedes any previous agreements and understandings.
- 22. Assignment.** This Schedule and all rights and obligations of the Service Provider under this Schedule may not be assigned, transferred, subcontracted or delegated by Service Provider. The Acquirer, in its discretion and without the consent from Service Provider, can assign or transfer this Schedule or any of the Acquirer's rights and obligations under this Schedule to any of its Affiliates, or to any third party.
- 23. No Implied Waiver.** The waiver by either Party of a breach or default of any provision of this Schedule by the other Party, or

the failure on the part of either Party to exercise any right or privilege will not be construed as a waiver of any subsequent breach or default by the other Party, or as a waiver of any such provision, right, or privilege.

24. **Relationship.** Nothing contained in this Schedule will be construed as creating a joint venture, partnership, agency, fiduciary or employment relationship among or between the Parties.
25. **Participation of Alipay's Affiliates.** The Acquirer may delegate or sub-contract any or all of its obligations under this Schedule to any of its Affiliates, provided that the Acquirer remains responsible to Service Provider for the performance of its obligations under the Schedule.

TERMS OF USE

These Terms of Use contain an explanation of the Alipay Acquiring Services and set forth the roles and responsibilities of the Parties.

1. Responsibilities of the Service Provider

- A. Information Accuracy & Changes.** The Service Provider is responsible for ensuring that all of the information disclosed to the Acquirer in connection with this Schedule, is materially true, accurate and complete. The Service Provider will promptly inform the Acquirer of any action or event of which it becomes aware that has the effect of making materially inaccurate, any of the Service Provider's representations or warranties.
- B. The Service Provider's Own Use/Fraud Prevention.**
- a. The Service Provider will only use the Alipay Acquiring Services for its own business operations and in such manner as stated in this Schedule. The Service Provider will ensure that the Alipay Acquiring Services are not used for any purpose of account top-up, account transfer or any other purpose that is solely related to funds transfer without an underlying Transaction.
 - b. The Service Providers only use Alipay Acquiring Services for their own account, for their own business purpose and will not make use of the payment interface provided by the Acquirer in connection with this Schedule for performing any commercial or non-commercial services for any other third parties.
- C. Transaction Management.** The Service Provider, including any of the Service Provider's computer software programs, software development kits (SDK) or service procedures, will use the Alipay Acquiring Platform in accordance with this Schedule and will ensure its system meets the software requirements and service process provided by the Acquirer with respect to order handling and goods delivery or service provision, which may be updated from time to time. the Acquirer will not be responsible for any loss or damages due to the malfunction of the Service Provider's own system.
- D. Alipay User Disputes.** The Service Provider, will be solely liable for dealing with Alipay Users in relation to complaints or rejections of Document Services initiated by such Alipay Users.
- E. Operational Maintenance.** The Service Provider shall facilitate the provision of Alipay Acquiring Services at its own costs through keeping the relevant software and hardware of cashiers (including but not limited to Spot Payment scanner, physical circuits or networks) in a good operational condition and properly linking to the Acquirer's Platform.
- F. Point of Sale.** The Service Providers should display Alipay branding at the point of sale in compliance with Alipay guidelines, and cooperate to have its sales staff be "trained" to promote the use of the Alipay Spot Payment.

2. Responsibilities for Service Providers.

- A.** The Service Provider hereby agree and represent that it will comply with:
- a. Part A – Alipay Services, Service Fee and Settlement**
 - i. Rules for Unauthorized Payment
 - ii. Fraud and Risk
 - iii. Alipay Payment Policies
 - b. Part B - Alipay Service Terms and Conditions:**
 - i. Information Verification
 - ii. AML Requirements
 - iii. Intellectual Property
 - iv. Data Privacy

v. Confidential Information

vi. Publicity

c. **Part C - Terms of Use**

i. Responsibilities of the Service Provider

ii. Presentation Guidelines

iii. Cooperation

B. Compliance with Law. The Service Provider agrees to undertake that the Document Services sold by the Service Provider to Alipay Users under this Schedule will:

i. comply with all Applicable Laws,

ii. not infringe upon any third party's rights and interests, including, without limitation, intellectual property rights and proprietary rights.

C. Indemnification. The Service Provider will be responsible for any breach or violation of this Schedule by Service Provider or any of the Service Provider's employees or agents and indemnify the Acquirer in full in such case as set forth under the "Indemnification" section of **Part B**.

D. Termination. The Acquirer may terminate or suspend the Alipay Acquiring Services in whole or in part without notice to the Service Provider if the Acquirer reasonably suspects that Service Provider has breached or defaulted under any term of this Schedule.

3. **Presentation Guidelines**

The Service Provider will display, the brand or logo of Alipay and identify Alipay as prominently as and in parity with all other forms of payment method accepted by the Service Provider, such as through display next to the point of sale at physical retail stores or on promotional materials the Service Provider (as applicable). Such information on Alipay shall be present by the Service Provider whenever payment options are featured for the purchase of Document Services.

Alipay's logo and content must be used only for the purpose of indicating acceptance of Alipay by the Service Provider as a form of payment, unless otherwise authorized by Alipay. The Service Providers, should present an accurate description of the services provided by Alipay in accordance with Alipay's guidance as issued from time to time.

4. **Downtime.** The Alipay platform are subject to maintenance, repairs, inspections, modifications and improvements, during which the Alipay Acquiring Services may not be available. To the extent that any scheduled downtime adversely affect any Alipay Acquiring Services provided to the Service Provider, such scheduled downtime will be notified to the Service Provider with reasonable notice.

DEFINITIONS

DEFINITIONS	In this Schedule, unless otherwise defined in the Schedule itself, the following terms have the following meanings (for both the singular and plural):
Affiliate	means, with respect to a given person, (a) a director, officer, partner, member, manager, executor or trustee of such person and (b) any person directly or indirectly controlling, controlled by, or under common control with, that person.
Agreement	means the Document Service Agreement; Rental Agreement; or Sales Purchase Agreement, including any addendum and attachments thereon, signed between the Acquirer and the Service Provider;
Alipay	Alipay Payment Services (HK) Limited
Alipay Account	means an account allocated to an Alipay User by Alipay or its Affiliate upon completion of registration with Alipay or its Affiliate. Each Alipay Account is for payment and collection between Alipay or its Affiliate and the applicable Alipay User;
Alipay's Platform	means the payment processing system developed by Alipay or its Affiliate;
Alipay Acquiring Services	has the meaning given to it in Clause 1 of Part A ;
Alipay Services	The following services to be provided by Alipay: <ul style="list-style-type: none"> a) processing of Payments and authorization of such Payments made by Alipay Users either through online Payment or offline Spot Payment in connection with any Transactions via Alipay's Platform; b) services relating to settlement with the Acquirer in the Settlement Currency with respect to such Payments; and c) other related services and ongoing technical support in connection with any of the above.
Alipay User	means an individual who has completed the membership registration process with Alipay or its Affiliate and has opened an Alipay Account;
Alipay Wallet	means a digital wallet operated by Alipay or its Affiliate, which has stored value funded through a variety of funding sources and enables Alipay Users to make Payment for Document Services;
Applicable Law	any law, regulation, rule, requirement, judgment, decree, order or directive, including, without limitation, any global, federal, country, state or local laws, rules and regulations and including those issued by governmental or regulatory authorities having jurisdiction over the relevant Party, that are applicable to a Party or its business or which the Party is otherwise subject to;
Chargeback	means any disputed credit or debit card transaction that is returned to Alipay or credit card acquirers engaged by Alipay for reimbursement of the relevant cardholder's account.
Company's Platform	means the platform on which Alipay Service is accessed by Service Providers through the Acquirer's provision of service as set forth in the Schedule;

Service Provider	means a customer to whom the Acquirer provides Document Services, payment processing, authorization and settlement services;
Document Services	means the services provided by the Acquirer under the Document Service Agreement; Rental Agreement; or Sales Purchase Agreement, including any addendum and attachments thereon, between the Acquirer and the Service Provider;
Effective Date	means the date or the latter of the dates (if different) on which this Schedule is executed by both Parties;
Funds Available for Settlement	means the aggregate amount of Payments processed/collected by Alipay or its Affiliate with respect to all Transactions yet to be settled to Service Provider;
HKD	means Hong Kong Dollar being the lawful currency of the Hong Kong
Intellectual Property	means any (i) copyright, patent, know-how, domain names, trademarks, trade names, service marks, brand names, corporate names, logos and designs (whether registered or unregistered) and all associated goodwill; (ii) applications for registration and the right to apply for registration for any of the same; and (iii) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world (including its application programming interfaces);
Net Settlement Amount	has the meaning given to it in Clause 3(c) of Part A ;
Payment	means the payment in representing the relevant Transaction Value made or to be made by an Alipay User to the Service Provider for the purposes of completing the relevant Transaction;
Refund	means, as appropriate, either (i) the process whereby a Payment already made by an Alipay User is credited, in whole or in part, to that Alipay User as instructed by Service Provider or (ii) the amount of such returned funds;
Settlement Currency	means the currency selected by Service Provider in the Service Application Form;
Settlement Funds	means the amount equal to the Funds Available for Settlement less any Service Fee payable and any other amounts which Alipay are entitled to withhold, deduct or set off in accordance with this Schedule, which is payable to Service Provider in accordance with this Schedule;
Spot Payment	means a Payment in relation to a Transaction which is initiated by a Service Provider scanning the barcode (or other machine-readable format) generated in an Alipay User's portable device by a device capable of accessing Machine-Readable Medium to enable Alipay Users to make cashless Payments to the Service Provider using their Alipay Account;
Tax	<p>means all federal, state, provincial, territorial, county, municipal, local or foreign taxes, including but not limited to sales, use, license, excise, good and services, value added, stamp or transfer taxes, duties, imposts, levies, assessments, tariffs, fees, charges or withholdings of any nature whatsoever levied, imposed, assessed or collected by a taxation authority together with all interest, penalties, fines or other additional amounts imposed in respect thereof;</p> <p>For the avoidance of doubt, reference to "Tax" excludes any of the foregoing which are (i) franchise taxes, or (ii) property, personal property or rental taxes, or (iii) other taxes not applicable on the Service Fee (collectively "Excluded Taxes").</p>

Transaction	means the sale and purchase transaction of Document Services by an Alipay User from a Service Provider through the Acquirer's service;
Transaction Evidence	means such evidence as Alipay reasonably requires, including the names and prices of the Document Services to which the disputed Payment relates, together with relevant proof that the Document Services have been properly delivered or rendered to the Alipay User, and, without limitation, video footage (e.g. CCTV), Transaction receipt and the name and contact information of the Alipay User who used Spot Payment to make Payment for the Document Services (if collected by Service Provider) ;
Transaction Value	means, with respect to each Transaction, the amount (including any discount) payable by the Alipay User to the Service Provider in respect of the relevant Document Services;
Transfer	means the transfer of Net Settlement Funds by the Acquirer to Service Provider through a way of transfer opted by Service Provider in the Agreement;
Unauthorized Payment	means any Payment that has not been authorized by the relevant Alipay User; and
Working Day	means a day (other than a Saturday or a Sunday or any public holiday) on which banks generally are open in Hong Kong and the mainland for the transaction of normal banking business.