

MERCHANT AGREEMENT

DATED



2018

THIS AGREEMENT is entered into between PayPlus Ltd ("Acquirer") and XYZ Limited ("Merchant") (details of which are set forth in Appendix 2) which shall be effective from the Commencement Date until terminated in accordance with this Agreement. The Acquirer/Merchant relationship is governed by two documents which are the Merchant application form and the Merchant Agreement. They should be read together and together they form the agreement. THIS AGREEMENT includes the attached:

- 1. Schedule 1 – Services; 2. Schedule 2 – Service Fee and Settlement; 3. Schedule 3 – Terms and Conditions of Agreement; 4. Schedule 4 – Acquirer Operating Rules;**
- 5. Appendix 1 – Prohibited and Restricted Product List.**

EXECUTED by the parties on the date specified at the beginning of this Agreement.

SCHEDULE 1

SERVICES

Service Description

PayPlus Ltd is an acquirer of WeChat Pay and AliPay.

The Acquirer Processes Transaction Payments via WeChat Pay and AliPay on behalf of the Merchant for the sale of Products & Services by way of the provision of a payment aggregation and settlement service ("**Services**").

In providing the Services, the following general steps are involved:

1. The Merchant agrees to sell products & services charged in NZD either online or offline. The customer then chooses to pay by WeChat Pay and AliPay;
2. The User access their WeChat Pay wallet or AliPay wallet (often by scanning a QR code) to confirm the Payment;
3. Payment status is communicated in real time (via the PayPlus payment portal) to the Merchant by the Acquirer upon the Acquirer's receipt of confirmation from WeChat or AliPay;
4. The Merchant delivers the Product to the WeChat Pay User or AliPay User;
5. The Acquirer will receive Payment funds from WeChat or AliPay in NZD and settle Payment funds to the Merchant in NZD T+2 (two business day, excluding both New Zealand & Chinese public holidays);

SCHEDULE 2

SERVICE FEE AND SETTLEMENT

1. Fee Calculation (a) Fees

All fees applicable to each merchant are laid out in the Merchant Application Form. Merchants can choose to either absorb a merchant fee (negotiated based on volume) or Dollar for Dollar settlement which has no merchant fee but a customer service fee is added to the RMB side of the transaction. These options are laid out in the Merchant Application form.

There may be two applicable WeChat Pay fees or AliPay fees applied by the Acquirer to the merchant. These are the merchant fee which is a % rate applied to each transactions dollar Value. The Merchant authorizes the Acquirer to deduct the merchant fee from the Transaction Value to be settled with the Merchant according to the merchant application. The merchant account fee will be invoiced to the merchant on a monthly basis. The Merchant fee is zero rated GST. The Merchant account fee will include a GST component.

2. Acquirer Settlement Process

The Acquirer will process Settlement payments to the Merchant's nominated settlement bank account as specified in the Merchant Application Form. Any Merchant Fees to be deducted and timing of settlement are also laid out in the merchant application form. The Merchant shall bear the relevant losses arising from any incorrect information provided of its bank account details or merchant negligence during payment transaction processing. For example if the merchant fails to check if a payment is successful in the PayPlus portal prior to releasing goods.

(a) Refunds

- (i) If any Refund to the Merchant's WeChat Pay User customers is required by the Merchant's after-sale service policy, or the Merchant notifies the WeChat Pay User or AliPay User and the Acquirer that it will make a Refund, the Acquirer shall effect such Refund in a timely manner.
- (ii) The Merchant confirms in writing the dollar amount in NZD of the Refund to be credited back to the WeChat Pay users account or AliPay users account. This will be done through the refund request portal found on the PayPlus website or integrated solution with our partner.
- (iii) The Acquirer will invoice the Merchant the amount confirmed. Once the merchant has paid this invoice the Acquirer will release the funds to the WeChat Pay user or AliPay User.
- (iv) The Acquirer only accepts Refund instructions from the Merchant within 180 days for WeChat and 365 days for AliPay from the date of transaction.

(b) Delay in Settlement

If the Merchant fails to receive any Settlement Fund within a reasonable period and requests the Acquirer to inquire into the issue with the Acquirer's paying bank, the Acquirer shall deliver a written explanation of the specific reason for the Merchant's failure to receive the payment within 1 Business Day after receiving such request from the Merchant, and shall reasonably cooperate with and assist the Merchant as reasonably required to resolve the issue.

SCHEDULE 3

TERMS AND CONDITIONS OF AGREEMENT

1. Definitions and Interpretation

(a) The following definitions apply in this Agreement unless inconsistent with the context or otherwise specified:

"Agreement" means this agreement and the Schedules and appendices hereto as may be amended from time to time; **"Affiliate"** means:

- (i) a director, officer, partner, member, manager, executor or trustee of such person; and
- (ii) any person directly or indirectly controlling, controlled by, or under common control with that person. For purposes of this definition, "control," "controlling," and "controlled" mean having the right to elect a majority of the board of directors or other comparable body responsible for management and direction of a person by contract, by virtue of share ownership or otherwise; and
- (iii) a "Related Company" as that term is defined by section 2(3) of the Companies Act 1993;

"AliPay" means AliPay from AliPay.com Co., Limited;

"AliPay Account" means an account allocated to an AliPay User by AliPay's software system upon completion of registration at AliPay. Each AliPay Account is for payment and collection between AliPay and the applicable AliPay User;

"AliPay's Platform" means the payment processing system developed by AliPay;

"AliPay Services" means AliPay's processing of Payments from AliPay Users;

"AliPay User" means the individual end user in PRC who has completed AliPay's member registration process for the purpose of opening an AliPay account;

"**WeChat Pay**" means WeChat Pay from Shenzhen Tencent Computer Systems Limited;

"**WeChat Pay Account**" means an account allocated to an WeChat Pay User by WeChat Pay's software system upon completion of registration at WeChat Pay. Each WeChat Pay Account is for payment and collection between WeChat Pay and the applicable WeChat Pay User;

"**WeChat Pay's Platform**" means the payment processing system developed by WeChat Pay;

"**WeChat Pay Services**" means WeChat Pay's processing of Payments from WeChat Pay Users;

"**WeChat Pay User**" means the individual end user in PRC who has completed WeChat Pay's member registration process for the purpose of opening an WeChat Pay account;

"**API**" means Application Program Interface;

"**Business Day**" means a day on which registered banks are open for general banking business, other than a Saturday, Sunday or statutory holiday, in Auckland, New Zealand and China;

"**Commencement Date**" means the date on which the Agreement is executed and in the event an electronic version of this Agreement is made available online, the date on which the Merchant clicks the button "I Agree" or similar button;

"**GST**" means goods and services tax under the Goods and Services Tax Act 1985 (as amended);

"**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 goodwill associated therewith; (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);

"**Merchant's Information**" means the Merchant's information recorded in the Merchant Application Form either online or a hard copy, as may be amended from time to time;

"**Merchant's Platform**" means the platform to which the WeChat Pay Service and AliPay Service is accessed by the Merchant through the Acquirer's Services to the Merchant;

"**Operating Rules**" means the Acquirer's operating rules outlined in **Schedule 4** and otherwise as may be amended from time to time upon notice by the Acquirer to the Merchant;

"**Parties**" means the Acquirer and the Merchant who have signed this Agreement;

"**Payment**" means the payment collected by the Acquirer on behalf of the Merchant for each Transaction;

"**PRC**" means the People's Republic of China, but for the purposes of this Agreement does not include Taiwan, Hong Kong Special Administrative Region and Macao Special Administrative Region;

"**Product**" means any and all tangible goods, products and/or services and/or items that the Merchant makes available for sale to any person on the Merchant's Platform;

"**Refund in WeChat Pay**" means funds already paid by an WeChat Pay Users to be returned to the original WeChat Pay Account upon the Merchant's prior instructions;

"**Refund in AliPay**" means funds already paid by an AliPay Users to be returned to the original AliPay Account upon the Merchant's prior instructions;

"**Service Fee**" has the meaning set out in **Schedule 2**;

"**Services**" means the services set out in **Schedule 1**;

"**Settlement Fund**" means To-be-settled Funds;

"**Acquirer Platform**" means the payment processing platform developed by the Acquirer;

"**Tax**" means all governmental, federal, state, provincial, territorial, county, municipal, local or foreign taxes, including but not limited to sales, GST, 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;

"**To be Settled Fund**" means the residual funds equivalent to Transaction Value less Service Fees;

"**Transaction**" means the sale and purchase transaction of a Product between the Merchant and its customer;

"**Transaction Value**" means the amount charged by the Merchant to a WeChat Pay User through the WeChat Pay Services or to an AliPay User through the AliPay Services;

(b) General provisions of interpretation – In the construction and interpretation of this Agreement unless inconsistent with the context or otherwise specified:

- (i) references to Background, clauses and Schedules and Appendices are references to background, clauses and schedules and appendices of this Agreement;
- (b) references to statutes or statutory provisions include those statutes or statutory provisions as amended, extended, consolidated, re-enacted or replaced from time to time and any orders, regulations, instruments or other subordinated legislation made under them (except to the extent that any amendment enacted after the date of this Agreement would increase or extend the liability of either party);
- (c) words importing the singular number include the plural and vice versa, references to any gender include every gender and references to persons include corporations and unincorporated bodies of persons, government or semi-government bodies or agencies or political subdivisions of them;
- (d) headings are inserted for convenience only and do not affect the interpretation of this Agreement;
- (e) references to "NZD", "dollars" and "\$" are references to New Zealand dollars unless expressly stated otherwise;
- (f) references to "written" and "in writing" include any means of permanent visible representation;
- (g) references to time are to New Zealand time; and references to any document include all modifications and replacement documents from time to time..

2. Services

- (a) The Acquirer will provide the Merchant certain Services as described in **Schedule 1** of this Agreement. The Parties shall perform and comply with their respective responsibilities set forth in this Agreement.
- (b) As a pre-requisite to the supply of the Services by the Acquirer under this Agreement, the Merchant must provide the Acquirer with:
 - (i) a briefing of the Merchant's basic business operations;
 - (ii) the Merchant's business email address (but not individual email addresses);
 - (iii) evidence of the Merchant's physical address;
 - (iv) legal and beneficial ownership information of the Merchant;
 - (v) the Merchant's business name (real and trade name), URL of its online sites, and the Merchant's (business) category code;
 - (vi) the Merchant's shipping address, type of Products and/or such other relevant information upon the Acquirer's reasonable request.
- (c) The Merchant grants permission and authorization to the Acquirer and its Affiliates and representatives to verify, receive, exchange and obtain business credit and other information

in relation to the Merchant on an on-going basis as a continuing obligation herein and for due diligence purposes (including the circumstance of any renewal of this Agreement).

- (d) Failure of the Merchant to provide the Acquirer with the information required pursuant to clauses 2(a) and (b) and 3(a) of this **Schedule 3** upon demand being made by the Acquirer, shall be deemed a material breach of this Agreement.
- (e) While this Agreement continues and subject to these **Schedule 3** terms and conditions, the Acquirer shall supply and the Merchant shall purchase the Services as may be required by the Merchant from time to time, as more particularly specified in the **Merchant's Information** section of this Agreement.
- (f) The Merchant shall use the Services supplied under this Agreement solely for the purpose of processing of payment from WeChat Pay Users for the supply of goods and or services to such WeChat Pay Users.

3. Merchant Obligations

- (a) The Merchant agrees to provide the Acquirer with a copy of the Merchant's valid and effective business license and certificate of incorporation (if applicable) and relevant background information upon the Acquirer's reasonable request.
- (b) The Merchant warrants, represents and certifies that all information contained in this Agreement supplied by the Merchant and any other documentation submitted in support of this Agreement (including, among others, a copy of the Merchant business license and certificate of incorporation (if applicable)), are complete, true and correct.
- (c) The Merchant shall be responsible to ensure it will properly use PayPlus transaction management system provided by PayPlus and shall ensure its system meets the software requirements and service processes provided by PayPlus with respect to order handling and goods delivery or service provision, which may be updated from time to time. In particular, the Merchant shall ensure it facilitates the provision of the PayPlus Services at its own costs through keeping the relevant software and hardware in a good operational condition and appropriately links to PayPlus software system.
- (d) The Merchant shall ensure that the logo of "WeChat Pay", "AliPay" and "PayPlus" shall be displayed in parity with all other forms of payment supported by the Merchant on the Merchant's Platform where forms of payment are featured for the purchase of good and/or services. The Merchant shall ensure that WeChat Pay and AliPay are identified as prominently as other payment forms via physical placement on Merchant's Platform.
- (e) The Merchant shall ensure that WeChat Pay and AliPay's logo and content must be used only for the purpose of indicating acceptance of WeChat Pay and AliPay by the Merchant as a form of payment, unless otherwise authorized by WeChat Pay or AliPay. The Merchant shall present a truthful description of WeChat Pay or AliPay services in accordance with WeChat Pay or AliPay's guidance and introduction, and direct WeChat Pay Users and AliPay Users to access WeChat Pay's or AliPay's Platform through the Merchant's Platform to submit service applications.
- (f) The Merchant agrees to grant to WeChat Pay and AliPay a non-exclusive, non-transferable, royalty-free license to use, reproduce, publish, distribute and transmit any marketing materials, proprietary indicia or other similar items containing the Merchant's Intellectual Property necessary for WeChat Pay and AliPay to perform its obligations in respect of the Services and the WeChat Pay and AliPay Services, including referring to the name of the Acquirer and /or Merchant in the public announcement as one of the partners using WeChat Pay and AliPay Services.
- (g) The Merchant shall be solely liable for the complaints, goods rejections, and disputes arising out of the illegal, false, outdated or incomplete transaction information contained on the Merchant's Platform and defects and poor quality of Products.
- (h) The Merchant shall not charge the WeChat Pay Users and AliPay Users any fee for using the WeChat Pay Services and AliPay Services or Acquirer Services unless agreed by the Acquirer in writing.
- (i) The Parties acknowledge and agree that this Agreement and the Services provided also relate to WeChat Pay/Alipay Services accessed by WeChat Pay/Alipay Users via the Merchant's

Platform and as such, WeChat Pay/Alipay and or its Affiliates may receive a benefit. Accordingly, notwithstanding anything to the contrary, the provisions of this Agreement are intended to be enforceable by WeChat Pay/Alipay and or its Affiliates in terms of section 4 of the Contracts (Privity) Act 1982.

4. Payments and Billings

In consideration for the Acquirer providing the Services to the Merchant in accordance with the terms of this Agreement, the Merchant will pay the Acquirer fees as set forth in **Schedule 2**. The Acquirer reserves the right to adjust such fees upon thirty (30) days prior written notice.

5. Representations and Warranties

Each Party makes 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 Agreement:

- (i) The Party:
 - (A) is an independent corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation;
 - (B) is properly registered to do business in all jurisdictions in which it carries on business;
 - (C) has all licenses, regulatory approvals, permits and powers legally required to conduct its business in each jurisdiction in which it carries on business;
 - (D) has the corporate power, authority and legal right to execute, deliver and perform this Agreement and to carry out the transactions and its obligations contemplated herein; and
 - (E) is entering into this Agreement in its own capacity for its own account and is not acting as a nominee or agent of any other third party.
- (ii) This Agreement has been duly executed and delivered by the Party and constitutes the valid and binding obligation of the Party, enforceable in accordance with its terms. Except as otherwise stated in this Agreement, 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 Agreement and perform its obligations.
- (iii) Neither the execution and delivery of this Agreement nor the consummation by the Party of the transactions contemplated herein will (i) conflict with its constitution (or similar corporate document under applicable laws) of the Party or (ii) violate any judgment, decree or order or statute, rule or regulation applicable to the Party.
- (iv) 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 Agreement.
- (v) Each Party will comply with laws applicable to the operation of its business and provision of Services under this Agreement.
- (vi) The Merchant shall upon request, provide the Acquirer with evidence of appropriate consents to perform all of its obligations hereunder and represents and warrants to the Acquirer that the Products sold by the Merchant to its customers under this Agreement shall: (A) comply with all applicable laws, results and regulations, (B) do not infringe upon any third party's rights and interests, including, without limitation, intellectual property rights and proprietary rights and (C) comply with Merchant's obligations set forth in **Sections 10, 11, 13 and 14 of this Schedule 3** in addition to the other obligations expressly provided for under this Agreement.

6. Compliance with Law

- (a) In order for the Acquirer to satisfy its obligations and to comply with the relevant requirements under applicable laws and regulations, the Merchant shall, upon reasonable request by the Acquirer, share information (including transaction information) with the Acquirer from time to time. The Merchant authorizes the Acquirer to present the relevant information to regulatory authorities and cooperative banks for examination and verification as necessary.
- (b) In accordance with its anti-money laundering, anti-fraud, and other compliance policies and practices, the Acquirer may impose reasonable limitations and controls on the Merchant's, or the WeChat Pay Users' ability to utilize the Acquirer's Service. Such limitations may include but are not limited to, where good cause exists, rejecting payments, or restricting particular individuals from using the Acquirer's Services.

7. Disclaimer

TO THE EXTENT PERMITTED BY LAW, THE ACQUIRER MAKES NO WARRANTY TO NEITHER THE MERCHANT NOR WECHAT PAY USERS, EXPRESS OR IMPLIED, WITH RESPECT TO THE ACQUIRER'S SERVICES, WHETHER OF MERCHANTABILITY, OR OF FITNESS FOR ANY PARTICULAR PURPOSE, OR OF ANY OTHER TYPE OR KIND WHATSOEVER.

8. Indemnification

Each Party shall indemnify the other Party from and against all actions, claims, demands, liabilities, obligations, losses, costs (including, but not limited to legal fees, expenses and penalties) and interest which is not special, incidental, consequential or indirect, suffered, incurred or sustained by, or threatened against the indemnified Party arising out of any breach or violation of this Agreement, or any willful neglect, fraud or dishonesty by either Party or any of its employees or agents. The Merchant will be responsible for any breach or violation of this Agreement by the Merchant or WeChat Pay Users or any of its employees or agents and indemnifies the Acquirer in full in such case as set forth under this section.

9. Limitation of Liability

Under no circumstances will the Acquirer and its Affiliates be liable under any theory of tort, contract, strict liability or other legal or equitable theory for lost profits, indirect, incidental, special, consequential, exemplary, incidental, or punitive damages, each of which is hereby excluded by agreement of the Parties regardless of whether such damages were foreseeable or whether the Acquirer or any entity has been advised of the possibility of such damages. Notwithstanding anything in this Agreement to the contrary, the Acquirer's aggregate liability, including for claims, expenses, damages or indemnity obligations under or in connection with this Agreement or the Acquirer's Services, shall not exceed the lesser of (a) [NZD\$500,000] or (b) the total fees payable by the Merchant to the Acquirer for the Acquirer Services provided in the six (6) complete calendar months preceding the date of the event giving rise to the claim upon which liability is based.

No action regardless of form may be brought by the Merchant against the Acquirer and or its Affiliates more than one year after the cause of action has arisen.

10. Intellectual Property

The Acquirer owns all right, title and interest in and to the Acquirer Services, including the rights to all Intellectual Property thereto. Subject to the terms of this Agreement, the Acquirer shall authorize the Merchant during the Term, to use its Intellectual Property solely for the limited purpose of the Acquirer Services in accordance with this Agreement, subject in each case to the prior written approval of the Acquirer. Such authorization to use the Acquirer's Intellectual Property granted in favor of the Merchant shall be nonexclusive, non-sub-licensable and non-transferrable, and may be modified or revoked by the Acquirer in writing at any time during the Term. The Merchant agrees that use of the Acquirer's Intellectual Property under this Agreement shall not confer any proprietary right thereto in any manner, and the Merchant agrees to take reasonable care to protect the Acquirer's Intellectual Property from infringement or damage and cease all use of such Intellectual Property immediately upon termination of this Agreement.

11. Data Privacy

Each Party agrees to use any procedures required by law in order to protect consumer privacy and consumer information, and shall use Personal Information only for the purpose of fulfilling its obligations under this Agreement and for any other purposes permitted by law. Each

Party shall take all commercially reasonable steps to ensure that the Personal Information is protected against misuse and loss, or unauthorized access, modification or disclosure and shall promptly notify the other Party any loss of, or any unauthorized disclosure of or access to, the Personal Information. Each Party may retain records of Payment for complying with applicable laws 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, collected by either Party during the operation, management or administration of the Acquirer's Service.

12. Tax

All Taxes arising from the implementation hereof shall be the for account of and the liability of the respective Party according to the prevailing taxation provisions, unless agreed otherwise in writing by the Parties. Notwithstanding anything else contained herein, all amounts payable by the Merchant to the Acquirer under this Agreement shall be free of withholding on account of any Taxes imposed by the relevant taxation authority of the applicable jurisdictions which the Merchant is subject to.

13 Confidential Information

Each Party acknowledges that the Confidential Information of the other is valuable to it and agrees to treat as confidential all Confidential Information received from the other Party regarding the Acquirer's Services. Neither Party shall disclose such information except to perform its obligations under this Agreement or as required by law or regulations, and in the event such disclosure is required by law, the disclosing Party shall give the other Party prior notice of such disclosure except that a Party does not need to provide such notice where such Party is prohibited by applicable law from providing such notice. Upon termination of this Agreement and the written request of the other Party, each Party shall promptly return or destroy all tangible material embodying Confidential Information of the other.

"Confidential Information" means all nonpublic, proprietary or other confidential information, whether in oral, written or other form, including but not limited to: the content and performance of this Agreement, business plans, capitalization tables, budgets, financial statements; costs, prices, and marketing plans, contracts and licenses, employee, customer, Acquirer, 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 customer, Acquirer or other

third party (including the interface technologies, security protocol and certificate to any other website or enterprise provided by the Acquirer) .

14. Publicity

Neither Party shall issue any press release or make any public announcement pertaining to this Agreement without the prior written consent of the other Party unless required by applicable laws binding the Party. However, the preceding limitation shall not be interpreted to prevent the Acquirer from making statements about the Acquirer's aggregate business or about the Acquirer's Service in general in or outside of the jurisdiction where the Merchant locates.

15. Notice

Other than business correspondence in relation to the ordinary operation of the Acquirer's Service, [resetting the password designated by the Acquirer for the Acquirer's Service] and amendment of any matters listed in **Schedule 4** of this Agreement, which shall be addressed via Merchant's MID email address (and any amendment of Settlement Option and Bank Account Information shall be addressed to 2i/3 Ceres Court, Rosedale, Auckland via the Merchant's MID email address only), all notices and other communications required or permitted between the Parties under this Agreement (including changing any terms of this Agreement) will be in writing and shall be sent by express courier or facsimile to the contact details as provided by the Parties. Notice shall be effective upon receipt. A rebuttable presumption of receipt will be created:

- (i) if notice is sent by express courier, by the courier's recording delivery, and
- (ii) if notice is sent by facsimile machine, by the sending Party's possession of a confirmation of successful transmission.
- (iii) Notice given in any other manner will be rebuttably presumed not to have been given unless acknowledged in writing by the Party receiving the notice.
- (iv) Unless otherwise by sending a notice in accordance with this paragraph, all notices to the Merchant and Acquirer shall be addressed as specified in the Merchant Information section or Acquirer Information section of this Agreement (as applicable).
- (v) For the avoidance of doubt, except as expressly written in this Agreement, emails, including emails with electronic signature blocks containing the sender's name, do not constitute signed written agreements and will not amend this Agreement.

16. Term and Termination

- (i) This Agreement has no fixed term. It is a rolling monthly agreement and will continue to run until either party request it's termination with 30-days written notice.
- (ii) Either the Merchant or Acquirer may also terminate this Agreement without notice (i) for material breach if such breach is not cured upon 30 day notice or (ii) if either Merchant or Acquirer becomes subject to bankruptcy, insolvency, reorganization, winding up or similar dissolution procedures.
- (iii) Notwithstanding any other provision of this Agreement to the contrary, the Acquirer may terminate this Agreement immediately, if the Acquirer determines, in its sole discretion, that compliance with this Agreement would cause the Acquirer or any of its Affiliates to violate or potentially violate any law, contract or compliance policy of the Acquirer or any of its Affiliates. The Acquirer may terminate or suspend the Acquirer's Services without notice to the Merchant if the Acquirer reasonably suspects that the Merchant has breached or defaulted under any term of this Agreement.

Upon termination of this Agreement, the respective obligations of the Parties set out in this Agreement shall cease other than obligations and rights of the Parties under **Clauses 10, 11, 13 and 14 of this Schedule 3** and those provisions which by their terms are intended to survive (including payment obligations already accrued). Any amounts due and payable under this Agreement shall continue to be due and payable in full.

17. Force Majeure

Neither Party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including but not limited to, a Force Majeure Event. However, a Force Majeure Event will not excuse a Party's failure to pay any outstanding amounts. A "**Force Majeure Event**" means an event that is not foreseeable, the consequence of which cannot be prevented or avoided and beyond the reasonable control of the affected Party other than due to its fault or negligence, which includes, without limitation to, acts of god, fire, computer virus, defect in design of instrumental software, attack by hacker, change in laws or policies, major outages of a telecommunication carrier's network connections, interface incidents of partner banks and financial institutions, gateway incidents of mobile carriers, unexpected incidents resulting from changes in Users' systems, unexpectedly large increases in traffic volume as a direct result of any orders of a governmental authority, and governmental authority intervention that results in the seizure or confiscation of Party's systems, in each case to the extent used in or necessary for the provision of the services and only to the extent such event(s) are beyond the control of the affected Party and only for as long as such event(s) persist.

18. Governing Law/Dispute Resolution

This Agreement shall be governed by and construed under New Zealand law, without regard to principles of conflict of laws thereunder. If any dispute arises between the parties concerning this Agreement (including its breach, validity or termination), then, except as expressly provided in this Agreement, the Parties shall in good faith endeavour to resolve the dispute by consultation and negotiation between them or by using appropriate dispute resolution techniques, but without prejudice to any other right or entitlement they may have pursuant to this Agreement or otherwise.

If a dispute is not resolved within 10 Business Days of written notice by one Party to the other of the dispute (or such further period agreed in writing between them), either Party may refer the dispute to the arbitration of a single arbitrator. The arbitrator shall be agreed between the parties within 10 Business Days of written notice of referral by the referring Party to the other or, failing agreement, shall be appointed by the President for the time being of the New Zealand Law Society. In either case, the arbitrator shall not be a person who has participated in any informal dispute resolution procedure in respect of the dispute. Other than as provided in this clause, the arbitration shall be conducted in accordance with the provisions of the Arbitration Act 1996 and the parties expressly include the provisions of the Second Schedule of that Act and reserve the right of appeal to the High Court on any question of law arising out of an award. The arbitrator's costs of the arbitration shall be shared equally between the Parties.

19. Costs and Expenses

Except as expressly set forth in this Agreement, each Party shall be solely responsible for all costs and expenses incurred by it in connection with providing or receiving the Acquirer Services.

20. Entire Agreement

This Agreement and all schedules and appendices hereto and thereto, is the entire agreement between the Parties with respect to the subject matter and supersedes any previous agreements and understandings.

The Acquirer may amend or vary this Agreement from time to time by giving notice in writing to the Merchant of such amendment or variation.

Except as otherwise expressly written in this Agreement, this Agreement can be changed only by a written agreement signed by all Parties. Emails, including emails with electronic signature blocks containing the sender's name, do not constitute signed written agreements and will not amend this Agreement.

21. Assignment

Except as set out in this Agreement, this Agreement and the rights and obligations of any Party to this Agreement may not be assigned, transferred, subcontracted or delegated by operation of law or otherwise.

22. No Implied Waiver

The waiver by either Party of a breach or default of any provision of this Agreement by the other Party, or the failure on the part of either Party to exercise any right or privilege

hereunder, shall 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 hereunder.

23. Relationship

Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, agency, fiduciary or employment relationship among or between any of the Parties.

24. Severability

If any provision of this Agreement is not enforceable, the remaining provisions remain valid and enforceable.

25. Participation of Acquirer's Affiliates

The Acquirer may delegate the satisfaction of its obligations under this Agreement to any of its Affiliates, provided that the Acquirer remains responsible to the Merchant for the performance of its obligations under the Agreement.

26. General

- (a) Nothing in this Agreement shall create, or be deemed to create, a partnership between the parties.
- (b) This Agreement may be executed in any number of counterparts and all the counterparts when taken together will constitute one agreement. Each party may enter into this Agreement by executing a counterpart. The parties acknowledge that this Agreement may be executed by an exchange of facsimile and/or scanned and emailed PDF copies and execution of this Agreement by that means is valid and sufficient execution.

SCHEDULE 4

ACQUIRER OPERATING RULES

These Acquirer Operating Rules contain an explanation of the Acquirer payment service and set forth the roles and responsibilities of the participants in the Service.

1. Responsibilities of the Acquirer

Subject to payment by the Merchant of the Service Fee specified in **Schedule 2** and compliance with the other terms of this Agreement, the Acquirer will use reasonable commercial efforts to perform the Acquirer Services as follows:

- (a) The Acquirer will make the Acquirer's Platform available and accessible to the Merchant, collect payments from WeChat/Alipay in respect of Payments made by WeChat Pay/Alipay Users in RMB using the Merchant's Platform and the Acquirer's service, receive such payments in NZD.
- (b) The Acquirer will provide encrypted access for network transmission, including but not limited to the availability to the Merchant's interface for information transmission, configuration safety transmission protocol and selected backstage management.
- (c) The Acquirer undertakes to carry out independent accounting and maintain separate accounts in respect of all amounts payable to the Merchant under this Agreement.
- (d) The Acquirer shall complete on schedule, the formalities for the outward settlement of the amounts payable by it, as agreed under this Agreement.
- (e) The Acquirer undertakes not to divert any of the funds payable to the Merchant without the written consent of the Merchant and the Acquirer guarantees that such funds shall not be affected by any attachment, judgment, or other legal actions, except as a result of a reason caused by or default on the part of, the Merchant.
- (f) If the Acquirer enters into bankruptcy or liquidation, the amounts payable to the Merchant shall not be incorporated into the scope of the bankruptcy or liquidation as part of the bankrupted or liquidated assets, and the Merchant shall have the right to collect such amounts in accordance with applicable law and procedure.

2. Responsibilities of Merchant

- (a) The Merchant is responsible to ensure all of the information and data disclosed and provided by the Merchant to the Acquirer is true, accurate and complete and will give one (1) week notice before any change is effected (including but not limited to any change of the Merchant's information).
- (b) The Merchant shall not obtain the Acquirer's Services in the name of the Merchant for any other party, or make use of the payment interface provided by the Acquirer for performing any commercial or non-commercial services for other websites or enterprises.
- (c) The Merchant is responsible to ensure it will properly use the Acquirer's transaction management system provided by the Acquirer and shall 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. In particular, the Merchant shall facilitate the provision of the Acquirer's Services as described in Schedule 1 at its own cost. The Acquirer will not be responsible for any loss or damages due to the malfunction of the Merchant's own system.
- (d) The Merchant represents it is solely liable for the complaints, goods rejections, and disputes arising out of the illegal, false, outdated or incomplete transaction information contained on the Merchant's Platform and defects and poor quality of Products.

3. Acquirer Presentation Guidelines

The Merchant shall ensure that the logo of "WeChat Pay", "Alipay" and "Acquirer" shall be displayed in parity with all other forms of payment supported by the Merchant, in areas of the website, or applications of the Merchant such as the home page, shopping cart page, checkout page, product pages, payment options pages, navigation sidebars and Merchant's catalogue, in each case on the Merchant's Platform where forms of payment are featured for the purchase of

good and/or services. WeChat Pay and AliPay shall be identified as prominently as other payment forms via physical placement on the Merchant's website, drop down boxes, menus, dialog boxes and similar lists and methods used to select a payment type.

The WeChat Pay or AliPay logo and content must be used only for the purpose of indicating acceptance of WeChat Pay or AliPay by the Merchant as a form of payment, unless otherwise authorized by the Acquirer. The Merchant shall ensure that the Merchant shall present a truthful description of the Acquirer's Service in accordance with the Acquirer's guidance and introduction, and direct its' customers to access the Acquirer's Platform through the Merchant's Platform to submit Service applications.

4. Acquirer Payment Policies (a) Responsibilities for Service Fee

The Merchant should be fully responsible for the payment of any Service Fees for using the Acquirer Service and will not charge any such Service Fees to its customers.

(b) Acquirer as Payment Method

The Merchant shall not restrict their customers in any way from using WeChat Pay as a Payment method at the checkout at any of the sales channels, including establishing or changing a minimum or maximum purchase amount for customers using WeChat Pay.

(c) Assignment of a MID

The Acquirer will allocate a merchant identification number ("MID") allocated by the Acquirer's software system to the Merchant, which is strictly linked to the MID email address provided by the Merchant for the Merchant, which will be used to keep track of transaction records and information in relation to the Services.

(d) Prohibited Products

The Merchant fully acknowledges that the Acquirer must not provide Services for any transaction which is prohibited by applicable laws and regulations including PRC laws and regulations or violates the Acquirer's internal policy. The Merchant guarantees that the Products sold to WeChat Pay Users through the Merchant's Platform shall not contain articles prohibited or restricted from being sold to customers under the applicable laws and regulations, including the products listed in **Appendix I** hereto, which may be updated by the Acquirer from time to time.

(e) Acquirer Services for Merchant's Own Use

The Merchant shall only use the Acquirer's Services for its own account, on its Platform for its own business purpose as indicated in **Schedule 3** of this Agreement and shall not make use of the payment interface provided by the Acquirer for performing any commercial or non-commercial services for any other third parties' websites, or applications. The Merchant shall use the Services hereunder to collect Payment only for the Products in connection with its business as pre-approved by the Acquirer.

(f) Storage of Transaction Information

The Merchant shall maintain evidence for each Transaction (for example, evidence of delivery) to justify its authenticity for five years after the completion of the Transaction, for the Acquirer's review, provided that the Acquirer shall advise the Merchant of the names of such cooperative banks and regulatory authorities to which such information is presented by the Acquirer to the extent that it is legally and practically permitted.

(g) Downtime

The Acquirer's website and WeChat Pay's website and the Acquirer's Platform and the WeChat Pay Platform are subject to maintenance, repairs, inspections, modifications and improvements, during which the Services may not be available. Such scheduled downtime is subject to change. As to any outage of the normal Services resulting therefrom, such outage shall not constitute a breach of contract by the Acquirer.

(h) Cooperation

Promptly after the Commencement Date, the Parties will discuss in good faith, with a view to agree upon joint marketing programs to promote the Acquirer Services, which shall include without limitation a process for the Parties to facilitate the implementation of the Acquirer Service on the Merchant Platform, including the development of APIs, technical integrations, and data exchanges. Each Party shall

use commercially reasonable efforts to dedicate the necessary time and resources to launch the Acquirer Service in an efficient and cost effective manner. During the term of this Agreement for the limited purposes of performing the obligations set forth in this Agreement and subject to the terms of this Agreement, the Merchant agrees to grant to the Acquirer a non-exclusive, non-transferable, royalty-free license to use, reproduce, publish, distribute and transmit any marketing materials, proprietary indicia or other similar items containing the Merchant's Intellectual Properties necessary for the Acquirer to perform its obligations contemplated hereunder, including referring to the name of the Merchant in the public announcement as one of the partners using the Acquirer Services.

5. Amendment

The Acquirer may amend these Operating Rules from time to time by giving notice in writing to the Merchant.

APPENDIX 1
PROHIBITED AND RESTRICTED PRODUCT LIST

Illegal political audio-visual products and publications
Illegal reactionary cards and program channels
State secret documentations and information, etc.
Other reactionary articles and speeches, etc.
Pornographic and vulgar audio-visual products/publications
Pornographic and vulgar erotic services
Pornographic and vulgar cards and program channels
Other pornographic and vulgar articles or services
Private lottery
Drugs
Drug-taking tools
All kinds of weapons (including military weapons/firearms and accessories), simulation weapons, ammunitions and explosive
Controlled instruments
Crime articles
Poisonous articles and hazardous chemicals
Narcotics and psychotropic drugs
Toxic drugs
Fetal gender diagnosis
Adult drugs (aphrodisiac)
Credit speculation service (including speculation of Taobao credit rating)
Credit card cashing service
Foreign-related matchmaking service
Hacking-related
Malware
Certificate issuing and stamp carving
High-risk services
ID card information and other information which infringes others' privacy

Spying instruments
Other personal privacy-harming articles or services
Pyramid selling
Lottery ticket
Gold futures
Counterfeit currency
Bank account transaction (bank cards)
Stock
Fund
Periodical investment of gold
Bank financial products
Cashback services
Securities
Illegal fund-raising
Foreign exchange services
Virtual currency in foreign accounts
Receipts (invoices)
Bitcoin, Litecoin, YBcoin and other virtual currency transactions
MCard, etc.
Satellite antenna, etc.
Archaeological and cultural relics
Items and services in violation of relevant state regulations
Poor quality (fake) food
Crude oil
Human organs
Surrogacy services
Examination services
National protected animals

National protected plants
Smuggled articles
Special provisions for specific period of time (e.g. the Olympic Games)
Medical devices
Drugs
Pawn
Payment institutions
Foreign currency
Cultural relics
Video chatting services
Religious websites
Computer privacy information monitoring
Lucky draw
Any animals, plants or products which contain dangerous germs, pests or any other living creature
Any products, medicine or any other article which originate from eMIDemic area of infectious disease which causes threat to health of human beings or animals