

## CROSS-BORDER WECHAT PAYMENT SERVICE AGREEMENT

This Cross-Border WeChat Payment Service Agreement (together with all exhibits, schedules and addenda hereto, this “**Agreement**”) is entered into between [Insert Name], and having the operational address at [Insert Address] (“the **Merchant**” or “**You**”) and, Invigor Asia Pte Ltd of 71 Ayer Rajah Cr, Unit 03-08 Singapore, 139951 (“**Invigor**” or “**We**”), and is effective as of the date signed by both parties (the “**Effective Date**”).

Invigor and the Merchant are sometimes referred herein as a “**Party**” and, together, as the “**Parties**”.

### Recitals:

- The Merchant is willing to accept WeChat Payment Services in [Country/Area].
- Invigor, a company which provides data analytics and loyalty solutions to the retail industry including the rights to provide WeChat Payment services through Tenpay.
- Tenpay, is a company which holds a non-banking payment license registered in the People’s Republic of China, is dedicated to provide professional and efficient payment services (“**WeChat Pay**”) to customers of the People’s Republic of China (“**WeChat Payment Users**”). By using WeChat Pay, customers can purchase goods and/or services provided by Merchants in RMB and Merchants can receive transaction funds for the goods and/or services in Merchant’s local currency as agreed in the Agreement.
- The Parties enter into this Agreement based on the principles of equality and free will.

### 1. WeChat Payment Service Functionality

**WeChat Payment Acquiring Services** means the relevant terminals and online payment platform and other related systems and functions provided by Invigor to the Merchant to enable sales and purchases of goods and/or services to occur between the Merchant and WeChat Payment Users. This included the provision of post-purchase fund settlement services to the Merchant after users transact via WeChat Pay.

**WeChat Payment Services**, which enable the Merchant to accept WeChat Pay by one or more of the following means, which may be determined by Tenpay in its sole discretion from time to time:

- (a) **In-App Web-based Payment:** means WeChat Pay used by users under the WeChat Public Account while the goods and/or services are displayed through WeChat Public Account;
- (b) **In-App Payment:** means the Merchant may embed a store inside its official app to display information about its goods and/or services, while the user interacts with the app to purchase goods and/or services through WeChat Pay;
- (c) **QUICKPAY:** means the process whereby Merchant initiates a payment using WeChat Pay by scanning the QR code on the user’s device to process payment and enable the user to purchase goods and/or services sold in the Merchant’s offline store;
- (d) **QR Code Payment:** means the process whereby users initiate a payment using WeChat Pay by scanning the QR codes provided by the Merchant.

### 2. Rights and Obligations

- 2.1 The Merchant guarantees the legal qualifications of this agreement, WeChat Payment Services

shall not be used beyond the business scope recorded in the Merchant’s business license.

2.2 The Merchant is not allowed to transfer or accept the payment terminal, and/or move to other business premises and/or switch between different cashiers without prior written notice to Invigor.

2.3 The Merchant shall conduct WeChat Payment Services according to the business scope declared when applying for WeChat Payment Services account opening, and each transaction shall not exceed the limited amount prescribed by Tenpay. Invigor shall have the right to adjust the transaction amount according to the merchant business scope and the risk status of business operation of the merchant.

2.4 The Merchant shall not charge or indiscriminately charge additional fees or lower the service quality for customers who use WeChat Pay.

2.5 The Merchant shall display, post, place, hang and maintain the “WeChat Pay” acceptance marks at the cashiers and/or terminals. You shall not use WeChat Pay and Tenpay or other corresponding trade names or logos for any purpose other than as agreed in this Agreement.

2.6 All information and business practices issued by the Merchant must comply with the relevant regulations on foreign exchange and laws and regulations of Singapore. Merchants are responsible for complaints, returns, disputes, etc. caused by false, obsolete, incorrect or inaccurate information.

2.7 Merchants must ensure the authenticity, accuracy, completeness and non-repudiation of the order information. The Merchant shall be responsible for any loss of Tenpay or the customer due to the authenticity, accuracy, completeness and non-repudiation of the order information or the wrong operation.

2.8 Merchants shall use the payment terminal and the acquiring bank settlement account in accordance with the regulations, and shall not use the terminal to engage in or assist others in any commercial fraud and other illegal activities. Merchants shall not take the initiative to assist or assist clients in illegal business operations such as cashing, money laundering, transaction ordering, etc., and shall not cause serious risks such as false application, side recording, malicious bankruptcy, etc. Otherwise, Invigor and Tenpay has the right to suspend or terminate the provision of this agreement service, and the Merchant information is reported to the relevant regulatory agency in the country or region where it is located. The WeChat Pay transaction initiated by the Merchant is based on the real trading background, that is, the Merchant needs to provide sufficient evidence to prove that the customer and the special merchant do have a real trading relationship.

2.9 Merchants should actively prevent unauthorized transactions and promptly resolve problems in customer service. In the transaction, including but not limited to transactions are not true, fraud, stolen cards, counterfeit transactions, denial of

- transactions, refusal, account information leakage, merchants violate Singapore laws, regulations, policies, breach of commitment to customers. Any violation of contractual agreement or other circumstances causing loss to the customer, the merchant shall resolve the dispute arising from the above circumstances and other disputes.
- 2.10** The Merchant shall not collect, retain or use customer information by any means. Otherwise, all losses caused by the merchant shall be borne by the merchant.
- 2.11** The Merchant acknowledges and agrees that the use of the WeChat Payment Service is deemed to be agreed to the information and data generated during the service provision, including but not limited to commercial information, transaction information, etc., to the extent permitted by laws and regulations.
- 2.12** The Merchant shall also abide by the laws and regulations related to bank card transactions between the People's Republic of China and the Singapore, and shall not engage in illegal acts such as false transactions, illegal cash withdrawals, and money laundering.
- 2.13** The Merchant agrees to comply with the sale of the goods listed in Appendix III: Categories of Goods or Services, and Invigor may adjust the product type according to the Merchant from time to time.
- 2.14** The Merchant undertakes abide by Clause 6 in relation to refunds.
- 3. Implementation**
- 3.1** **Generally.** Merchant agrees to adapt its point(s) of sale in order to enable customers to pay for Merchant's products and services using the WeChat Pay.
- 4. Service Fees**
- 4.1** **Special Rate for Receiving Cross-Border Payments.** For each payment received into a WeChat Pay Merchant Account, Merchant will pay a fee to Invigor in an amount equal to the sum of [TBC]% of the total amount of that payment ("Service Fee"). All payment of the service fee shall be exclusive of any tax.
- 4.2** **Payment of Service Fees** Invigor is entitled to directly deduct the Service Fee from the Merchant's WeChat Pay Merchant account based on each transaction.
- 4.3** **Fees Change.** If there is policy adjustment in relation to this Agreement from the People's Bank of China, relevant regulatory authorities or cooperation institutions or there is any change in law or regulation which may impact on the performance of this Agreement, Tenpay is entitled to unilaterally adjust the Special Rate for Receiving Cross-Border Payments and shall notify Merchant by written notice via Invigor. Merchant acknowledges and agrees that should the Merchant fail to raise written objections to the adjusted Special Rate for Receiving Cross-Border Payments within five working days after receiving the written notice from Tenpay and/or Invigor, the adjusted special rate will apply. Merchant is entitled to unilaterally terminate this Agreement if Merchant does not agree to the adjusted special rate after giving Tenpay a 30-day notice.
- 5. Settlement**
- 5.1** **Settlement Period:** T+1 when the Settlement Funds available in the Merchant account reaches the Minimum Settlement Amount. (in case of a statutory public holiday at the place where Tenpay is located, settlement shall be made on the day following the statutory public holiday)
- 5.2** **Minimum Settlement Amount:** SGD 7,000 per merchant receiving bank account.
- 5.3** Invigor shall, after deducting the Service Fees payable to Invigor, transfer the Net Settlement Amount in the currencies agreed by the Parties to the bank accounts designated by Merchant. Net Settlement Amount equals Settlement Funds less Service Fees.
- 5.4** When Merchant changes its designated bank account, it shall give Invigor seven (7) working days' prior written notice in advance and provide any other information required by Tenpay or Merchant as listed in Appendix IV. Merchant shall bear all losses arising from the incorrect information of its banking details as provided in the Agreement.
- 5.5** Invigor will initiate the remittance of Net Settlement Amount to the bank account designated by Merchant on T+1 day for the applicable transactions made on T day. (if the date is a statutory holiday at the place where Tenpay is located, remittance shall be made on the first business day after the date). Merchant acknowledges and agrees that the actual time of receipt of Net Settlement Amount is subject to operation and settlement period of the intermediary banking system.
- 5.6** Unless otherwise provided in this Agreement, the minimum amount of the Net Settlement Amount payable to Merchant by Invigor is HK\$5,000 or its equivalent in other currencies by each receiving bank account. If the Net Settlement Amount does not reach up to HK\$5,000 or its equivalent in other currencies within settlement period, Invigor shall not transfer such settlement.
- 5.7** Invigor shall be solely responsible for bank charges (if any) imposed by banks through which Tenpay and remitting banks initiates the remittance of Net Settlement Amount. For any other fees or charges imposed by the intermediary banks and beneficiary banks (where Merchant has a bank account), Merchant shall be solely responsible for any such fees or charges. Except as expressly set forth in this Agreement or as may otherwise be agreed by the Parties from time to time, each Party will be solely responsible for all costs and expenses incurred by it in connection with this Agreement.
- 6. Refund**
- 6.1** The Merchant shall not provide a refund to customers directly in any ways, otherwise, the resulting disputes and risk are borne by Merchant accordingly.
- 6.2** All refunds must be processed through the Tenpay system.
- 6.3** Invigor will support the acceptance and processing of refund through Tenpay system if the request for refund is made by Merchant within (180) days from the date of the applicable transaction or, for products relating to air travel that have been specifically agreed by the Parties.
- 6.4** If a user duly requests a refund in accordance with the foregoing requirements and the Merchant's after-sale service policy, or if a refund is otherwise required by applicable laws, Invigor will deduct the amount of such refund from Settlement Funds that would otherwise be remitted to Merchant until such time as Invigor has retained such refund in full, at which time merchant should charge back refund in full to Tenpay and remit the refund to the applicable user.
- 6.5** Tenpay will not remit any refund to a user until such time as it has retained the amount of such refund in full, either through the withholding of Settlement Funds or receipt of other payment from the Merchant to cover such amount.

6.6 Service Fees for the amount of any refund will be refunded to Merchant during the settlement period in which the applicable refund is deducted from the Settlement Funds.

6.7 Invigor and Tenpay shall not be responsible for any claim or liability that the relevant user may seek from Merchant in the event of any delay in processing such refund as a result of insufficient Settlement Funds.

7. **Contract Components and Integration**

7.1 This Agreement includes the Standard Terms and

EXECUTED as an Agreement with effect as of the Effective Date.

Conditions as Appendix I, Merchant Application Form as Appendix II, Categories of Goods or Services as Appendix III and The Letter of Modification of Settlement Bank Account Information as Appendix IV, which Merchant also accepts as part of this Agreement.

7.2 This Agreement (including Appendix I, Appendix II, Appendix III and Appendix IV) contains the entire agreement of the parties as of the Effective Date. It replaces and supersedes all other promises, representations, warranties, and understandings between the parties.

For and on behalf of  
[Name of Merchant]

For and on behalf of  
Invigor Asia Pte Ltd

By: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(signature)

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Position title: \_\_\_\_\_  
(please print name and title)

Position title: \_\_\_\_\_  
(please print name and title)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Appendix I Standard Terms and Conditions

### I. Definitions

Unless otherwise specified, the terms used herein shall be defined as follows:

- 1.1 **Admin System:** means an administration portal that enables Merchants to report on transactions that occur through WeChat Payment Services that are contemplated under this Agreement.
  - 1.2 **Affiliate:** means an authorised affiliate of the relevant party.
  - 1.3 **Business Day:** means a day (other than a Saturday, Sunday or statutory holiday of both Parties) on which both Parties are open for general business.
  - 1.4 **China:** unless otherwise provided in this Agreement, means the mainland of the People's Republic of China.
  - 1.5 **Safety Certificate:** means a safety document which is issued to Merchant by Tenpay, containing the identity information of Merchant and WeChat Payment Cross-Border Payment Services System's operation authorization (including operation authorization for account enquiries, funds transferring and refunding etc.). Merchant may make Safety Certificate as digital signature to verify electronic instructions sent to Tenpay.
  - 1.6 **User or Customer:** means a buyer who purchases goods and/or services by using the WeChat Payment Services (WeChat Pay).
  - 1.7 **WeChat Public Account:** means the account registered by a Merchant on the WeChat Public Platform, which is used to log onto the WeChat Public Platform by the Merchant.
  - 1.8 **WeChat Pay Merchant Account or Merchant Account:** means the payment account allocated to Merchant by Tenpay, which is used to store the identification and transaction information of Merchant. A WeChat Payment Merchant Account will be directly bundled with the legitimate bank accounts provided by Merchant. If you hold a balance, your funds will be held in pooled accounts separate from any other corporate funds, and Invigor will not use your funds for its operating expenses or for any other corporate purposes.
  - 1.9 **Transaction Evidence:** means such evidence as Tenpay reasonably requires in accordance with applicable law. In principle, the transaction evidence for provision of goods shall include the name of the goods involved, quantity, currencies, price, the identity and nationalities of the seller and buyer, time of orders, and so on. The transaction evidence for provision of services shall, in principle, include the types of services, the detailed transaction information (such as the flight number and time for air tickets booking, the name of hotels and time of stay for hotel booking, admission letters for education services, and so on), quantity, currencies, price, identities of the parties for the transactions involved and their addresses, time of orders, and so on.
  - 1.10 **Settlement Funds** equals Funds Available for Settlement less Refunds (if any, as specified under Clause 5 below) less any other amount that Tenpay may deduct in accordance with Clause 3.6 (b) of Appendix I Standard Terms and Conditions.
  - 1.11 Net Settlement Amount equals Settlement Funds less Service Fees.
- 2.1 **Service Fees.** Merchant shall pay any service fees for using the WeChat Payment Services and will not directly or indirectly transfer any such service fees to its users in addition to what Merchant would charge a customer for the relevant transaction in the normal course of business.
  - 2.2 **Informing Customer of WeChat Pay Acceptance.** Merchant agrees to inform customers that Merchant accepts WeChat Pay by including the WeChat Pay acceptance logo with an appropriate message in a prominent location. Tenpay may update or change the image used to indicate WeChat Pay acceptance. Merchant shall not restrict its customers in any way from using WeChat Pay as a payment method at any sales channel, including but not limited to requiring a minimum or maximum purchase amount from customers using WeChat Pay to make payments. Merchant shall display WeChat Pay branding at the point of sale in compliance with Tenpay's guidelines, and cooperate to have Merchant's sales staff be "trained" to promote the use of WeChat Pay. Tenpay shall be entitled to do the onsite review on the brand presence of Tenpay, and Tenpay's logo and content will be only used for the purpose of indicating acceptance of WeChat Pay by the Merchant as a form of payment, unless otherwise authorized by Tenpay.
  - 2.3 **Maintaining Implementation Standards.** For as long as this Agreement remains in effect, Merchant agrees to maintain its point(s) of sale in a manner that continues to satisfy the requirements set out by Tenpay to enable customer to make payment with WeChat Pay. Merchant shall keep the hardware necessary for the WeChat Pay to work in a good operational condition.
  - 2.4 **Customer Complaints.** Merchant shall be solely liable for the complaints by users regarding the Merchant's goods and/or services. In the event that Tenpay becomes aware of complaints by a user, Merchant will work in good faith with them to resolve such complaint.
  - 2.5 **Public Announcement.** Merchant will not issue any press release or make any public announcement pertaining to Tenpay or the WeChat Payment Services without the prior written consent of Tenpay.

### III. Rules for Risk Management

- 3.1 **KYC/KYB Requirement.** Merchant shall provide all the documents required by Tenpay or Invigor and pass Tenpay's review before Merchant is able to enable WeChat Pay at its point(s) of sale. Tenpay or Invigor is entitled to suspend the WeChat Payment Services if Merchant is without transactions within 90 days after signing this Agreement.
- 3.2 **Review.** Tenpay or Invigor is entitled to review the business profile (including but not limited to business scope, website and operational address) of the Merchant from time to time, including but not limited to documentation review and onsite review. Tenpay or Invigor is entitled to suspend the WeChat Payment Services if Merchant changes its business profile without notifying Tenpay or Invigor.
- 3.3 **Unauthorized or Fraudulent Transactions.**
  - a) Merchant agrees that if Tenpay determines in its sole discretion that certain features of the WeChat Payment Services may be subject to high risk of unauthorized payment or fraudulent transaction, Tenpay may suspend or terminate, with reasonable notice, the provision of such part of the WeChat Payment Services, including but not limited to adjusting the payment limit (Whether per transaction or per day) or withholding settlement from time to time.
  - b) Merchant shall use its best efforts to promptly answer user's enquiries and resolve disputes in relation to the goods and/or service provided by the Merchant.
  - c) Merchant shall use its best efforts to provide the transaction evidence, to the extent such

### II. Rules for Business Management

transaction evidence is available, within three (3) working days upon Tenpay's request.

### 3.4 Security of Merchant Account

#### a) Safekeeping of Passwords, Security Keys and Safety Certificates

Merchant shall take effective measures to keep its Passwords, Security Keys and Safety Certificates provided by Invigor in proper custody, and shall not provide them or disclose them to any third party in any manner. Merchant shall be solely responsible for all operations conducted under the Merchant Account. Merchant shall provide effective technical maintenance work for the devices storing the Safety Certificates to ensure their safe keeping and using. Merchant shall take initiative to renew or extend the term of Safety Certificates with Invigor before their expiry.

#### b) Notification of the Loss of Passwords, Security Keys and Safety Certificates

If Merchant loses the Passwords, Security Keys or Safety Certificates, or such Passwords, Security Keys and Safety Certificates are subject to any unauthorized use such as being stolen or being used fraudulently and so on, Merchant shall report such loss or unauthorized use to Invigor by telephone number or email address specified in the Agreement in a timely manner. Otherwise Invigor is entitled to refuse to take any actions. Upon receipt of the formal notification of the loss or unauthorized use by Merchant, Tenpay is entitled to, after verifying the identity information submitted by Merchant, freeze the Merchant Account.

### 3.5 System Security

Each Party shall ensure the security of their respective computer systems and related software, and undertake that their respective computer systems and the related software are free from any malicious content or viruses, such as "trapdoor", "logic bomb", "data theft" and so on, which may possess threats to other Party's system security.

### 3.6 Your Liability

#### a) Your Liability.

**3.6.1.1 General.** You are responsible for all Reversals, Claims, fees, fines, penalties and other liability incurred by Tenpay, a user, or a third party caused by or arising out of your breach of this Agreement, and/or your use of the WeChat Payment Services. You agree to reimburse Tenpay, a user, or a third party for any and all such liability.

**3.6.1.2 Liability for instructions given by you on your Account.** Any instructions given by you on your Account (whether verbal or in writing) once you have been authenticated will be relied on by Tenpay. Tenpay will not be liable for any loss or damage you or anyone else suffers where Tenpay acts on those instructions in good faith, unless it was proved that Tenpay was negligent.

**3.6.1.3 Reimbursement for Your Liability.** In the event that you are liable for any amounts owed to Tenpay or Invigor, Tenpay or Invigor may immediately remove such amounts from your balance. If you do not have a balance that is sufficient to cover your liability, your remaining balance (if any) will be removed, and you will be required

to immediately add money to your WeChat Pay balance or reimburse Tenpay through an alternative method. If you do not do so, Tenpay or Invigor may engage in collection efforts to recover such amounts from you.

**b) Set off & Withholding.** Merchant agrees that Tenpay shall be entitled, with prior notice to the Merchant, to set off, withhold settlement of or deduct any sums payable and liability of any nature from time to time, owing or incurred by Merchant to Tenpay (or any Tenpay Affiliate) under this Agreement, including Payments, from time to time, owing or incurred by Tenpay under this Agreement. The circumstances under which Tenpay may exercise its rights under this Clause include, but are not limited to:

**3.6.2.1** if the Merchant fails to comply with any term of this Agreement; or

**3.6.2.2** if Tenpay believes that the Merchant has or is likely to become subject to bankruptcy, insolvency, reorganization, winding up or similar dissolution procedures; or

**3.6.2.3** if Tenpay reasonably believes that there has been a material deterioration in the financial condition of the Merchant; or if Tenpay reasonably believes that any transaction via WeChat Pay may be subject to high risk transaction in Tenpay's sole discretion or a violation of applicable law or Tenpay's policy disclosed at [pay.wechat.com/cn](http://pay.wechat.com/cn) from time to time.

## IV. 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 Agreement.

- 4.1 **General.** The Party represents and warrants the following:
- (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 if applicable;
  - (iii) It, or its Affiliates have all licenses, regulatory approvals, permits and powers legally required to conduct its business in each jurisdiction in which it carries on business if applicable; and
  - (iv) It 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 by this Agreement.
- 4.2 **No Agency.** The Party 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.
- 4.3 **Validity.** 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.
- 4.4 **No Conflicts.** Neither the execution and delivery of this Agreement, nor the consummation by the Party of this Agreement will (i) conflict with the certificate of incorporation or by-laws or any other corporate 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.

4.5 **Litigation.** 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.

4.6 **Accuracy; Changes.** Each Party is responsible for ensuring that its representations and warranties are true, accurate and complete. Each Party will promptly inform the other Party of any action or event of which it becomes aware that has the effect of making inaccurate, any of its representations or warranties set forth in this Agreement.

**V. Compliance with Law.**

5.1 **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 Agreement.

5.2 **AML Requirements.** In accordance with its Anti-Money Laundry, anti-fraud, and other compliance and security policies and procedures, Tenpay may impose reasonable limitations and controls on Merchant's ability to utilize the WeChat Payment Services, including but not limited to rejecting payments, or suspending/restricting any Wechat Payment Service with respect to certain transactions or customers and prospective customers of Merchant. Tenpay may, for the purposes of complying with relevant suspicious transaction reporting and tipping-off requirements under applicable laws, report suspicious transactions to the relevant authorities without informing Merchant.

5.3 **Cooperation.** Merchant acknowledges that Tenpay has certain obligations under the AML laws and regulations applicable to Tenpay in relation to WeChat Pay Services. Merchant shall, at its own cost, keep such records and do such things as reasonably requested by Tenpay, including providing records of transactions to Tenpay, as are reasonably necessary to ensure that Tenpay complies with any applicable laws; provided always that Merchant shall not be required to do anything which is inconsistent with or in breach of any applicable laws. In principle, the specifics and data for transactions shall include the name of the goods involved, quantity, currencies, price, the identity and nationalities of the seller and buyer, time of orders, and so on. The specifics and data for provision of services shall, in principle, include the types of services, the detailed transaction information (such as the flight number and time for air tickets booking, the name of hotels and time of stay for hotel booking, admission letters for education services, and so on), quantity, currencies, price, identities of the parties for the transactions involved and their addresses, time of orders, and so on. Merchant agrees to provide the aforesaid specifics and data within three (3) Working Days upon Tenpay's request.

5.4 **Storage of Transaction Information.** Merchant shall provide the transaction evidence in accordance with Tenpay's requirement and maintain a record of the transaction evidence for five (5) years after the completion of the transaction. Subject to any legal restrictions under applicable laws, Merchant will ensure that Tenpay and/or regulatory or governmental authorities having jurisdiction over Tenpay, be provided with or granted access to the transaction evidence within three (3) Working Days upon Tenpay's request. Subject to any restriction under applicable laws, Tenpay will advise Merchant of the names of such regulatory/governmental authorities and the subject matter to which such requests relate. If Merchant fails to provide requested information, Tenpay reserves the right to terminate the Merchant's subscription to the WeChat Payment Services.

5.5 **True and Accurate of Information.** Merchant shall ensure that all information relating to Merchant provided to Tenpay, including transaction evidence, are true, accurate, traceable and complete. Merchant will promptly inform Tenpay of any action or event of which it becomes aware that has the effect of making inaccurate, any of information previously provided to Tenpay. Merchant shall bear all

losses arising from the incorrect information provided by Merchant in accordance with the Agreement.

Merchant shall not sell products or services through the WeChat Pay that contain articles prohibited or restricted from being sold to users under any applicable laws ("**Prohibited Products**"). Merchant will provide Tenpay information about its products and services as may be reasonably requested by Tenpay from time to time, and will ensure that no transaction being submitted through the WeChat Pay is for any Prohibited Product. Tenpay will have the right to refuse to provide the WeChat Payment Services with respect to any such transaction.

Merchant shall only use the WeChat Pay for its own account, on its physical site, for its own business purpose as indicated to Tenpay, and will not make use of WeChat Pay for performing any commercial or non-commercial services for any other third parties. Merchant will use WeChat Pay to accept payment only in connection with Merchant's principal business as indicated to Tenpay based on true and legitimate trade. The business scope shall be limited to the categories listed in Appendix III.

**VI. Disclaimer.**

To the extent permitted by applicable laws and except as otherwise expressly stated, each party disclaims any warranty or condition of any kind, express, implied or statutory including without limitation any implied warranty of title, licenseability, data accuracy, non-infringement, merchant ability, fitness for a particular purpose or that any application, website, product or service will be free or operate without interruption.

**VII. Indemnification.** Subject to Clause VIII 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 by a third party arising out of (i) any breach or violation of this Agreement by the Indemnifying Party, (ii) any fraud, gross negligence, intentional misconduct, by the Indemnifying Party or any of its employees or agents, or (iii) any claim of intellectual property infringement (or alleged infringement).

**VIII. Limitation of Liability.** To the extent permitted under applicable laws, under no circumstances shall either Party or their 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 excluded by agreement of the Parties regardless of whether such damages were foreseeable or whether such party has been advised of the possibility of such damages.

**IX. Data Privacy.** Each Party shall take all commercially reasonable steps to ensure that 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, such Personal Information. "**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, or is otherwise deemed as Personal Information under applicable law, in any case and which is processed by either Party in connection with its performance of its obligations under this Agreement. Either Party may transfer transaction data received via the Solution, including Personal Information, to any of its Affiliates that have been delegated any of its obligations under this Agreement. Each Party may retain records of Payments, including any associated Personal

Information, for purposes of complying with applicable laws and internal compliance requirements.

**X. Taxes.**

**10.1** For purposes of this Agreement, “**Taxes**” 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.

**10.2** The Parties agree to cooperate in good faith in order to minimize the Taxes that may be imposed on amounts paid under this Agreement, where the law permits, including by applying for any Tax exemptions that may be available to either Party hereunder. As a general matter, each Party shall be responsible for Taxes imposed on it as a result of its performance of this Agreement.

**10.3** Where each Party is required under relevant tax laws to fulfil its tax obligations, including but not limited to common reporting standard, imposed by any taxation authority, each Party shall promptly provide information and documents as requested by another Party to the extent permitted by applicable laws.

**10.4** Each Party shall not be viewed as assisting another Party to evade any Taxes in the applicable jurisdictions to which each Party is subject.

**XI.**

**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 in connection with this Agreement. Neither Party shall disclose such Confidential Information to any third party except to perform its obligations under this Agreement or as required by applicable laws or government authorities, and in each case, the disclosing Party will, to the extent permitted under applicable laws, give the other Party prior notice of such disclosure. Upon termination of this Agreement and written request of the other Party, each Party shall promptly return or destroy all tangible material embodying Confidential Information of the other. Notwithstanding the foregoing, each Party can retain reasonable copies of Confidential Information to comply with applicable laws or in order to exercise its rights under this Agreement, provided that such retained Confidential Information will not be disclosed or used for any other purposes. For purposes of this Agreement, “**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, 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 customer, supplier or other third party (including, in the case of Tenpay, the interface technologies, security protocol and certificate to any other website or enterprise provided by Tenpay).

**XII.**

**Intellectual Property Rights; License Grants.**

**12.1 IP Rights.** Neither party shall be entitled to any right to the Intellectual Property of the other Party except as expressly provided for in this Agreement. For purposes of this Agreement, “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).

**12.2 Tenpay License and Admin System to Merchant.** Tenpay owns, or has been granted the appropriate licenses by the relevant owner to use, all right, title and interest in and to the Tenpay Specifications, Tenpay Platform, Tenpay Services and Admin System, including the rights to all related Intellectual Property. Subject to the terms of this Agreement and for the duration of the Term, Tenpay authorizes and grants Merchant during the Term, a license to use the Tenpay Specifications, Tenpay Platform, Tenpay Services and Admin System the related Intellectual Property in accordance with this Agreement. Such license is non-exclusive, non-sub-licensable, non-transferrable, and royalty free. Merchant agrees that use of such Intellectual Property under this Agreement will not confer any proprietary right and will cease all use of such Intellectual Property immediately upon termination of this Agreement. Merchant shall only use the Tenpay Specifications, Tenpay Platform, Tenpay Services and Admin System for its own account, for its own business purpose and will not make use of the foregoing for performing any commercial or non-commercial services for any other third parties except as expressly contemplated herein.

**XIII.**

**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 will not be interpreted to prevent Invigor or Tenpay from making general statements about Invigor or Tenpay’s business or about services similar to the Tenpay Services in or outside of a Supported Territory.

**MERCHANT CONTACT INFORMATION:**

As per the Merchant Application Form

**INVIGOR CONTACT INFORMATION:**

Legal name:	Invigor Group Limited
<b>Contact details for serving notices:</b>	
Registered address	Level 16, 56 Pitt St, Sydney NSW Australia 2000
Address for notices:	Level 16, 56 Pitt St, Sydney NSW Australia 2000
Contact title:	Greg Cohen  CC: Leslie Cohen
Telephone Number:	+61 2 8251 9600
Email Address:	Greg Cohen <a href="mailto:greg.cohen@invigorgroup.com">greg.cohen@invigorgroup.com</a>  Leslie Cohen <a href="mailto:leslie.cohen@invigorgroup.com">leslie.cohen@invigorgroup.com</a>

**XIV. Term and Termination.**

14.1 **General.** The term of this Agreement will be for a period of two (2) year from the Effective Date (the “**Initial Term**”). This Agreement will renew automatically for successive two-year terms (each, a “**Renewal Term**” and, together with the Initial Term, the “**Term**”) unless it is terminated by Merchant or Invigor with thirty (30) days’ notice prior to the end of the then-current Term.

14.2 **Termination for Cause.** Either the Merchant or Invigor may terminate this Agreement without further notice if ;

- a) a material breach of this Agreement occurs and after thirty (30) days’ prior written notice, if such breach is not cured within such thirty (30) day period (provided that if such breach is not susceptible to cure, such termination shall be effective upon receipt); or
- b) immediately if the other Party becomes subject to bankruptcy, insolvency, reorganization, winding up or similar dissolution procedures or involved in high risk transactions in Invigor or Tenpay’s sole discretion

14.3 **Termination for Non-Compliance.** Notwithstanding any other provision of this Agreement, either Party may terminate or suspend this Agreement immediately, if such Party determines, in its sole discretion, that compliance with this Agreement would cause it or any of its Affiliates to violate or potentially violate any applicable law to which it or any of its Affiliates is or becomes subject to.

14.4 **Survival.** Upon termination of this Agreement, the respective obligations of the Parties set out in this Agreement will cease other than obligations and rights of the Parties under Article 8; and any other provisions which by their terms are intended to survive any termination (including payment obligations already accrued).

XV. **Force Majeure.** No Party, its Affiliates or agents will be held liable for any default, delay or failure in performing its obligations under this Agreement 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 Agreement, 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.

XVI. **Governing Law/Dispute Resolution.** This Agreement will be governed by and construed under the laws of Singapore, without regard to its principles of conflict of laws. Any dispute, controversy or

claim arising out of, in connection with or relating to this Agreement, including the interpretation, validity, invalidity, breach or termination, will be settled by arbitration. The arbitration will be conducted in Singapore in accordance with the Singapore International Arbitration Center 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.

XVII. **Costs and Expenses.** Except as expressly set forth in this Agreement or as may otherwise be agreed by the Parties from time to time, each Party shall be solely responsible for all costs and expenses incurred by it in connection with this Agreement.

XVIII. **Entire Agreement.** This Agreement is the entire agreement between the Parties with respect to the subject matter hereof and supersedes any previous agreements and understandings. Except as expressly written in this Agreement, this Agreement can be changed only by a written agreement signed by both Parties. For the avoidance of doubt, emails, including emails with electronic signature blocks containing the sender’s name, do not constitute signed written agreements and will not amend this Agreement.

XIX. **Assignment.** Neither Party may assign or transfer this Agreement, by operation of law or otherwise, without the consent of the other Party. Notwithstanding the foregoing, either Party may assign this Agreement to an Affiliate without the consent of the other Party; provided that such Affiliate shall have the capability to fulfill the obligations of the assigning Party under this Agreement in all material respects.

XX. **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 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.

XXI. **Relationship.** Nothing contained in this Agreement will be construed as creating a joint venture, partnership, agency, fiduciary or employment relationship among or between the Parties.

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

XXIII. **Participation of Tenpay’s Affiliates.** Tenpay may delegate or sub-contract any or all of its obligations under this Agreement to any of its Affiliates, provided that Tenpay remains responsible to Merchant for the performance of its obligations under the Agreement.

XXIV. **Participation of Invigor’s Affiliates.** Invigor may delegate or sub-contract any or all of its obligations under this Agreement to any of its Affiliates, provided that Invigor remains responsible to Merchant for the performance of its obligations under the Agreement.

XXV. **Headings.** Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of the relevant section.

XXVI. **Language.** This Agreement has been prepared in English. In the event of any inconsistency between the original English version and any translation, the English version shall govern.

## **Appendix II Merchant Application Form**

As agreed between the parties.

### Appendix III: Categories of Goods or Services

Merchant's business scope shall be limited to the Categories of Goods and Services approved by Tenpay as below. Tenpay shall be entitled to adjust and revise the categories according to relevant laws and policies. If Tenpay revises the approved categories, it shall inform Merchant in a timely manner, and the notice will take legal effect once being delivered to Merchant. Tenpay shall be entitled to require Merchant to adjust the transaction limitations according to the business category of the Merchant and the risk conditions of the Merchant's business activities.

Serial No.	Categories of Goods OR Services
1	Trade in physical goods
2	Air tickets
3	Hotel accommodation
4	Overseas education
5	Travel tickets
6	International logistics
7	International car hiring
8	International conference
9	Software services
10	Medical services

Among them, the “**software services**” refers to download services for digital entertainment products and application software, excluding virtual asset top-up services (such as top up for network games, top up by members), Merchant shall not use WeChat Pay services provided by Tenpay for businesses beyond the goods and services categories mentioned above.

**Appendix IV: The Letter of Modification of Settlement Bank Account Information**

<b>Company name:</b>	
<b>Merchant Account No:</b>	
<b>Country where the bank is located:</b>	
<b>Country where the company is registered:</b>	
<b>Bank account No.:</b>	
<b>Account name:</b>	
<b>Name of the bank:</b>	
<b>Swift code of the bank (SWIF CODE):</b>	
<b>Settlement Currency:</b>	
<b>Address of the bank:</b>	
<b>Address of Intermediary bank (option):</b>	
<b>Beneficiary's address:</b>	

Hereby we certify that we will change the above bank account to the bank account below, which can be used for transaction and settlement of funds via WeChat Pay,

**Signature:**

**Date:**

**Contact phone Number:**