

#### THE MERCHANT TO THIS APPLICATION

Agrees that the Alipay Pay facility, the WeChat Pay facility and the POLi Service facility, if granted by MYPAY New Zealand Limited, will be subject to the terms and conditions set out in MYPAY New Zealand Limited's standard "MERCHANT AGREEMENT RELATING TO PAYMENTS" or "MERCHANT AGREEMENT" as the case may be, including all Schedules to that agreement;

Agrees that notwithstanding having signed this application form and the MERCHANT AGREEMENT RELATING TO PAYMENTS" or "MERCHANT AGREEMENT", that no contract between the parties will result until and unless the AML Compliance Officer of MYPAY New Zealand Limited has approved this application.

Warrants that any signatory has the authority to bind the Merchant to the above agreement(s);

Warrants that where the applicant is a company, the details appearing in the NZ Companies Office website concerning the applicant are correct, and that the shareholders reflected in the said website are the legal and beneficial owners of such shares;

Warrants that all the information in this application form is true and correct as at the date of signature;

Warrants that the applicant has never previously opened an Alipay and/or Wechat payment account before, and which service was then terminated by Alipay and/or Wechat.

Undertakes to promptly notify MYPAY New Zealand Limited of any significant change in the business activity of and products supplied by, the applicant.

Where the applicant is a company, undertakes to promptly notify MYPAY New Zealand Limited of any significant change in the shareholding of the applicant (i.e. a more than a 25% shareholding change).

THE MERCHANT to this application consents to a photograph being taken of the business premises and retained by MYPAY New Zealand Limited.

#### IDENTITY VERIFICATION OF NEW APPLICANT

In accordance with the Anti-Money Laundering and Countering Financing of Terrorism Act 2009, identity verification must be completed in all cases where the applicant is new to Alipay, WeChat Pay, POLiPay Service and/or MYPAY New Zealand Limited.

In particular we require;

- ❖ Original proof of identity and written proof of address must be provided as per the Table below in respect of directors and shareholders with 25% or more of the business (where a company), partners, sole traders and any person acting on behalf of the business and any person with effective control of the business. Where the representative(s) of the Merchant are not seen face to face, an original certified true copy of such identification documentation (ID) together with a form of proof of address must be provided.
- ❖ ID must be valid for a minimum of 6 months from the date of expiration, and the proof of address must not be older than 12 months. An updated ID must be provided once it is expired. An updated proof of address must be provided once the address is changed.
- ❖ A recent bank statement of the Merchant showing actual trading activity.

#### CONFIRMATION BY MYPAY REPRESENTATIVE

I confirm that I have conducted customer due diligence procedures required by the AML/CFT Act and the regulations made under the AML/CFT Act.

I confirm that:

- ❖ I conducted customer due diligence procedures in accordance with MYPAY New Zealand Ltd's procedures, processes and requirements, including completing the Account Opening Checklist) and to the standard required.
- ❖ I have undertaken verification of the individual director(s)/shareholder(s) face to face and/or obtained certified copies of the necessary identity documents; and
- ❖ I have sighted originals of the identity documents or properly certified copies of these documents and retained copies for the client's files; and
- ❖ Where verification has been completed face-to-face in respect of the photo identification, the picture represents the identity of the person presenting it; and
- ❖ I have collected proof of the address documentation; and
- ❖ I witnessed the applicant, or a representative of the applicant sign this application form.

## APPENDIX 1. ALIPAY MERCHANT AGREEMENT RELATING TO PAYMENTS

### SCHEDULE 1 SERVICES

#### Service Description

The Supplier is an acquirer of Alipay Services.

The Supplier processes Transaction Payments via Alipay Services on behalf of the Merchant for the sale of Products 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 Alipay User places an order on the Merchant's website and chooses to pay by Alipay;
2. The Alipay User logs into their Alipay Account to confirm the Payment;
3. Payment status is communicated in real time to the Merchant by the Supplier upon the Supplier's receipt of confirmation from Alipay. The amount paid (subject to the deduction of any applicable Service Fees herein) will instantly be shown as 'credited' in the record of the Merchant under the personal identification number allocated by the Supplier/ Alipay;
4. The Merchant delivers the Product to the Alipay User;
5. The Supplier will receive Payment funds from Alipay in foreign currency and remit net Payment funds to the Merchant in New Zealand currency (all not in real time).

All risks and responsibilities in relation to the Payment shall be addressed and borne by the Alipay User and the Merchant.

The Merchant agrees that notwithstanding having signed an account opening application form and the MERCHANT AGREEMENT RELATING TO PAYMENTS" or "MERCHANT AGREEMENT", that no contract between the parties will result until and unless the AML Compliance Officer of MYPAY New Zealand Limited has approved the application to open the account.

### SCHEDULE 2 SERVICE FEE AND SETTLEMENT

1. Fee Calculation
  - (a) Service Fee - The applicable Service Fee rate will be set as the **merchant service fee** in the application form. The Merchant authorizes the Supplier to deduct such Service Fee from the Transaction Value to be settled with the Merchant, and such Service Fee payable to the Supplier by the Merchant under this Agreement shall be exclusive of Taxes that may be levied by any applicable jurisdiction.
  - (b) The Merchant shall have the option of either absorbing the Service Fee or adding it onto the Transaction Value, in which case the Service Fee will effectively be recovered by the Merchant from the Merchant's customer.
  - (c) Whichever option is chosen by the Merchant shall not affect the obligation of the Merchant to pay the agreed Service Fee to the Supplier.
  - (d) Note: The Transaction Value shall not include any Refunds
  - (e) The Service Fee is not refundable, unless either situation described below occurs:
    - (i) If the Supplier charges the Merchant more than the Service Fee set forth above, the Supplier will return the additional Service Fee charged to Merchant as soon as practicable.
    - (ii) If the Supplier charges the Merchant less than the Service Fee set forth above, the Merchant authorizes the Supplier to deduct directly, the amount of outstanding Service Fee from the To-be Settled Fund.

2. Supplier Settlement Process

The Supplier shall remit the net Settlement Fund payable to the Merchant to the Merchant's bank account as noted in the Merchant's Information section of this Agreement within the later of one (1) working day or twenty-four (24) hours of receipt of payment from Alipay to the Supplier. The Merchant shall bear the relevant losses arising from any incorrect information provided of its bank account details.

- (a) Incidental Fee for Fund Transfer

Any fees charged by beneficiary banks or intermediary banks for transferring the Settlement Funds to the bank account of the Merchant, except for fees charged by the Supplier's paying bank, shall be borne by the Merchant.

- (b) Provision of Information

Upon the Supplier's receipt of the net Payment from or on account of the Alipay User with respect to each Transaction, the Supplier will immediately issue an initial notice confirming such receipt of payment to the Merchant. After 12:00am of each day, the Merchant can inquire and download a list of the recorded Transactions pertaining to the preceding day which are associated with the Merchant and for which Payments have been made by the Alipay Users. Such list is the basis for calculation of the amount of Settlement Fund. If there is any transaction recorded on the List but no transaction notice pertaining to the transaction has been received by the Merchant, the delivery of Products for that Transaction shall be made in accordance with such list.

- (c) Netting-Off of Service Fee and Reserve Against Refund (if any)

The Merchant hereby authorizes the Supplier to carry out the withholding of the Service Fee and Reserve Against Refund (if any), all of which will be netted off from the Transaction Value to be settled with the Supplier.

- (d) Refunds

(i) If any Refund to the Merchant's Alipay User customers is required by the Merchant's after-sale service policy, or the Merchant notifies the Alipay User and the Supplier that it will make a Refund, the Supplier shall effect such Refund in a timely manner.

(ii) The Merchant authorizes the amount of Refund to be deducted from the To-be settled Fund including Reserve Against Refund for its purposes hereunder and returned to Alipay by the Supplier in accordance with the Merchant's instruction.

(iii) If the Merchant's To-be settled Fund including Reserve Against Refund is not sufficient to pay the Refund, the Supplier will be entitled to process the Refund after the To-be settled Fund including Reserve Against Refund satisfies the amount of the Refund.

(iv) The Supplier shall not charge any Service Fee in respect of its deduction of Refund from the Merchant's To-be settled Fund or Reserve Against Refund. Any Service Fee already deducted upon the Supplier's collection of Payment is not refundable.

(v) The Supplier only accepts Refund instructions from the Merchant within 90 days from the date of any Transaction, except for air travel products (for example, an air ticket) agreed by both Parties, where a refunding period of 365 days is applicable.

- (e) Delay in Settlement

If the Merchant fails to receive any Settlement Fund within a reasonable period and requests the Supplier to inquire into the issue with the Supplier's paying bank, the Supplier 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.

3. Rules for "Express Checkout"

(a) As to "Express Checkout Service", types, issuing banks and payment limit (whether per Transaction or per day) of the credit card and/or debit card may be adjusted by the Supplier from time to time. The Supplier is entitled to suspend or terminate, with reasonable notice period, the provision of the "Express Checkout" service to the Merchant or lower the Express Checkout payment limits for the Merchant's Alipay User customers in accordance with the requirements of risk prevention at the Supplier's sole discretion.

(b) If an Alipay User claims that an Unauthorized Payment or otherwise or fraudulent Transaction is made via the Merchant's Platform, the Merchant shall comply with the following rules:

(i) The Merchant shall provide relevant evidence that the Merchant has properly delivered or rendered the goods or provided services with respect to the order of the Transaction. The evidence may include but is not limited to a logistics certificate, shipping certificate, receipt, address, name and contact information of the recipient, as well as Product names and prices. The specific type of the evidence is subject to the nature of the Products and shall be reasonable for its purpose. If the Merchant fails to provide such evidence or the evidence provided is not adequate or the Unauthorized Payment is due to the Merchant's willful default or negligence, the Merchant shall reimburse the Supplier regarding the Transaction in question.

(ii) If the aggregate amount of Unauthorized Payments completed via Express Checkout accounts for 1/1000 of the total Transaction Value of transactions completed via such Express Checkout in each of three (3) consecutive months, the Supplier is entitled to remove the Express Checkout service without further notice.

(iii) In any single calendar month, if the aggregate amount of Unauthorized Payments made via Express Checkout accounts for 1/100,000 of the total Transaction Value of transactions completed via such Express Checkout, the Merchant shall, upon the Supplier's request, cooperate with the Supplier to jointly mitigate the risks of any Unauthorized Payment Transactions. If the Merchant fails to adopt the precaution measure as requested by the Supplier within 30 days of receipt of the Supplier's notice, the Supplier is entitled to remove or procure from Alipay, the removal of the Express Checkout service without any further notice.

(iv) The Supplier may incur reimbursement obligations towards Alipay or the Alipay User because of Unauthorized Payment. If the total Service Fee charged to the Merchant for the same calendar month in which the obligations arose is less than the amount the Supplier shall have reimbursed Alipay or the Alipay User as a result of such Unauthorized Payment, the Merchant agrees to indemnify the Supplier for the shortfall (i.e. the reimbursement amount to be paid to Alipay or the Merchant's Alipay User customer - total Service Fee charged to the Merchant for the month) and authorizes the Supplier to deduct it from the To-be settled Fund including Reserve Against Refund.

### 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.com Co., Limited;

"Alipay Account" means an account allocated to an Alipay User by Alipay's software system upon completion of registration at Alipay's designated website located at www.alipay.com. 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;

"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;

"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;

"Express Checkout" means one of the payment funding sources whereby an Alipay User may debit directly from the Alipay User's bank card associated with his/her Alipay Account to facilitate payment of a Transaction by completing relevant identification verification procedures (if any);

"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 Application Form attached at Appendix 2, as may be amended from time to time;

"Merchant's Platform" means the platform to which the Alipay Service is accessed by the Merchant through the Supplier's Services to the Merchant;

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

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

"Payment" means the payment collected by the Supplier 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" means funds already paid by an Alipay User to be returned to an Alipay User upon the Merchant's prior instructions;

"Reserve Against Refund" means a fund reserved from Payment before settlement to pay for a Refund requested by an Alipay User;

"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 less Refunds and Reserves Against Refund;

"Supplier Platform" means the payment processing platform developed by the Supplier;

"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 an Alipay User through the Alipay Services;

"Unauthorised Payment" means payment that has not been authorised by a bank card holder or an Alipay User;

(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;

(ii) 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 subordinate 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);

(iii) 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;

(iv) headings are inserted for convenience only and do not affect the interpretation of this Agreement;

(v) references to "NZD", "dollars" and "\$" are references to New Zealand dollars unless expressly stated otherwise;

(vi) references to "written" and "in writing" include any means of permanent visible representation;

(vii) 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 Supplier 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 Supplier under this Agreement, the Merchant must provide the Supplier 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) evidence of the Merchant's Alipay Account (if and where appropriate);

(v) legal and beneficial ownership information of the Merchant;

(vi) the Merchant's business name (real or trade name), URL of its online sites, and the Merchant's (business) category code;

(vii) the Merchant's shipping address, type of Products and/or such other relevant information upon the Supplier's reasonable request.

(c) The Merchant grants permission and authorization to the Supplier 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 Supplier with the information required pursuant to clauses 2(a) and (b) and 3(a) of this Schedule 3 upon demand being made by the Supplier, shall be deemed a material breach of this Agreement.

(e) While this Agreement continues and subject to these Schedule 3 terms and conditions, the Supplier 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 Alipay Users for the supply of goods and or services to such Alipay Users.

3. Merchant Obligations

(a) The Merchant agrees to provide the Supplier with a copy of the Merchant's valid and effective business license and certificate of incorporation (if applicable) and relevant background information upon the Supplier'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 Alipay's transaction management system provided by Alipay and shall ensure its system meets the software requirements and service processes provided by Alipay 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 Alipay Services at its own costs through keeping the relevant software and hardware in a good operational condition and appropriately links to Alipay's software system.

(d) The Merchant shall ensure that the logo of "Alipay" 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 Alipay is identified as prominently as other payment forms via physical placement on Merchant's Platform.

(e) The Merchant shall ensure that Alipay's logo and content must be used only for the purpose of indicating acceptance of Alipay by the Merchant as a form of payment, unless otherwise authorized by Alipay. The Merchant shall present a truthful description of Alipay services in accordance with Alipay's guidance and introduction, and direct Alipay Users to access Alipay's Platform through the Merchant's Platform to submit service applications.

(f) The Merchant agrees to grant to 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 Alipay to perform its obligations in respect of the Services and the Alipay Services, including referring to the name of the Supplier and /or Merchant in the public announcement as one of the partners using 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 Alipay Users any fee for using the Alipay Services or Supplier Services.

(i) The Parties acknowledge and agree that this Agreement and the Services provided also relate to Alipay Services accessed by Alipay Users via the Merchant's Platform and as such, 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 Alipay and or its Affiliates in terms of section 4 of the Contracts (Privacy) Act 1982.

4. Payments and Billings

In consideration for the Supplier providing the Services to the Merchant in accordance with the terms of this Agreement, the Merchant will pay the Supplier fees as set forth in Schedule 2. The Supplier 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 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 Supplier with evidence of appropriate consents to perform all of its obligations hereunder and represents and warrants to the Supplier 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 Supplier to satisfy its obligations and to comply with the relevant requirements under applicable laws and regulations, the Merchant shall, upon reasonable request by the Supplier, share information (including transaction information) with the Supplier from time to time. The Merchant authorizes the Supplier 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 Supplier may impose reasonable limitations and controls on the Merchant's, or the Alipay Users' ability to utilize the Supplier's Service. Such limitations may include but are not limited to, where good cause exists, rejecting payments, or restricting particular individuals from using the Supplier's Services.
- (c) Where the Supplier requires information in order to comply with its anti-money laundering, anti-fraud, and other compliance policies and practices, the Supplier may request information about any transaction between the Merchant and the Alipay User, and the Merchant shall supply such information as exists, promptly.
7. Disclaimer
- TO THE EXTENT PERMITTED BY LAW, THE SUPPLIER MAKES NO WARRANTY TO NEITHER THE MERCHANT NOR ALIPAY USERS, EXPRESS OR IMPLIED, WITH RESPECT TO THE SUPPLIER'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 Alipay Users or any of its employees or agents and indemnifies the Supplier in full in such case as set forth under this section.
9. Limitation of Liability
- Under no circumstances will the Supplier 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 Supplier or any entity has been advised of the possibility of such damages. Notwithstanding anything in this Agreement to the contrary, the Supplier's aggregate liability, including for claims, expenses, damages or indemnity obligations under or in connection with this Agreement or the Supplier's Services, shall not exceed the lesser of (a) [NZD\$500,000] or (b) the total fees payable by the Merchant to the Supplier for the Supplier 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 Supplier and or its Affiliates more than one year after the cause of action has arisen.
10. Intellectual Property
- The Supplier owns all right, title and interest in and to the Supplier Services, including the rights to all Intellectual Property thereto. Subject to the terms of this Agreement, the Supplier shall authorize the Merchant during the Term, to use its Intellectual Property solely for the limited purpose of the Supplier Services in accordance with this Agreement, subject in each case to the prior written approval of the Supplier. Such authorization to use the Supplier's Intellectual Property granted in favor of the Merchant shall be non-exclusive, non-sub-licensable and non-transferrable, and may be modified or revoked by the Supplier in writing at any time during the Term. The Merchant agrees that use of the Supplier'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 Supplier'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 Supplier's Service.
12. Tax
- All Taxes arising from the implementation hereof shall be for the 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 Supplier 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 Supplier'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, 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 the interface technologies, security protocol and certificate to any other website or enterprise provided by the Supplier).
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 Supplier from making statements about the Supplier's aggregate business or about the Supplier'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 Supplier's Service, [resetting the password designated by the Supplier for the Supplier's Service] and amendment of any matters listed in Schedule 4 of this Agreement, which shall be addressed via Merchant's PID email address (and any amendment of Settlement Option and Bank Account Information shall be addressed to Level 13 Tower One, 205 Queen St via the Merchant's PID 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 Supplier shall be addressed as specified in the Merchant Information section or Supplier 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 will continue to renew automatically for successive one-year terms until terminated with 30-day notice prior to the end of the then current term if either Merchant or Supplier decides not to renew.
- (ii) Either the Merchant or Supplier 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 Supplier becomes subject to bankruptcy, insolvency, reorganization, winding up or similar dissolution procedures.
- (iii) Notwithstanding any other provision of this Agreement to the contrary, the Supplier may terminate this Agreement immediately, if the Supplier determines, in its sole discretion, that compliance with this Agreement would cause the Supplier or any of its Affiliates to violate or potentially violate any law, contract or compliance policy of the Supplier or any of its Affiliates. The Supplier may terminate or suspend the Supplier's Services without notice to the Merchant if the Supplier 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 Supplier 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 Supplier 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

The Merchant may not assign any of its rights or obligations under this Agreement without the prior written consent of the Supplier. The Supplier may assign and/or transfer some or all of its rights and/or obligations of this Agreement to:

- (a) an Affiliate of the Supplier in connection with any corporate restructuring; or
- (b) any purchaser of some or all of the Supplier's business and/or assets.

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 Supplier's Affiliates

The Supplier may delegate the satisfaction of its obligations under this Agreement to any of its Affiliates, provided that the Supplier 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 SUPPLIER OPERATING RULES

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

1. Responsibilities of the Supplier

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

- (a) The Supplier will make the Supplier's Platform available and accessible to the Merchant, collect payments from Alipay in respect of Payments made to Alipay in RMB by Alipay Users using the Merchant's Platform and the Supplier's service, receive such payments in NZD or otherwise convert the Settlement Fund in RMB into NZD and settle such Settlement Fund with the Merchant in accordance with the Settlement Option elected by the Merchant as set forth in the completed Merchant's Information section of this Agreement.
- (b) The Supplier 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 Supplier undertakes to carry out independent accounting and maintain separate accounts in respect of all amounts payable to the Merchant under this Agreement.
- (d) The Supplier shall complete on schedule, the formalities for the outward remittance of the amounts payable by it, as agreed under this Agreement.
- (e) The Supplier undertakes not to divert any of the funds payable to the Merchant without the written consent of the Merchant and the Supplier 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 Supplier 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 bankrupt 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 Supplier 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 Supplier's Services in the name of the Merchant for any other party or make use of the payment interface provided by the Supplier 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 Supplier's transaction management system provided by the Supplier and shall ensure its system meets the software requirements and service process provided by the Supplier 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 Supplier's Services as described in Schedule 1 at its own cost. The Supplier 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. Supplier Presentation Guidelines

The Merchant shall ensure that the Alipay logo of "Alipay" shall be displayed in parity with all other forms of payment supported by the Merchant, in areas of the website, wap sites 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. 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 Alipay logo and content must be used only for the purpose of indicating acceptance of Alipay by the Merchant as a form of payment, unless otherwise authorized by the Supplier. The Merchant shall ensure that the Merchant shall present a truthful description of the Supplier's Service in accordance with the Supplier's guidance and introduction and direct its' customers to access the Supplier's Platform through the Merchant's Platform to submit Service applications.

4. Supplier Payment Policies

(a) Responsibilities for Service Fee

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

(b) Supplier as Payment Method

The Merchant shall not restrict their customers in any way from using Alipay 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 Alipay.

(c) Assignment of a PID

The Supplier will allocate a personal identification number ("PID") allocated by the Supplier's software system to the Merchant, which is strictly linked to the PID 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 Supplier must not provide Services for any transaction which is prohibited by applicable laws and regulations including PRC laws and regulations or violates the Supplier's internal policy. The Merchant guarantees that the Products sold to Alipay 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 Supplier from time to time.

(e) Supplier Services for Merchant's Own Use

The Merchant shall only use the Supplier'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 Supplier for performing any commercial or non-commercial services for any other third parties' websites, wap sites 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 Supplier.

(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 Supplier's review, provided that the Supplier shall advise the Merchant of the names of such cooperative banks and regulatory authorities to which such information is presented by the Supplier to the extent that it is legally and practically permitted.

(g) Downtime

The Supplier's website and Alipay's website and the Supplier's Platform and the Alipay 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 Supplier.

(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 Supplier Services, which shall include without limitation a process for the Parties to facilitate the implementation of the Supplier 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 Supplier 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 Supplier 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 Supplier 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 Supplier Services.

5. Amendment

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

## APPENDIX 2. WECHATPAY MERCHANT AGREEMENT RELATING TO PAYMENTS

### SCHEDULE 1 SERVICES AND SERVICE FEES

#### 1. Background

1.1 The Supplier is an acquiring institution for the Weixin Payment Service.

1.2 The Weixin Payment Service is provided by Tenpay via Weixin. It allows a customer to use RMB currency to purchase products sold by a merchant, and for the merchant to receive the purchase price for the products (less applicable fees) in the merchant's stated purchase price currency. The Weixin Payment Service may allow a customer to make payment via the following means:

- (a) In-App Web-based Payment: used by a customer under the Weixin Public Account while products are displayed through the Weixin Public Platform.
- (b) In-APP Payment: the merchant may embed a store inside its official app (application) to display products, while the customer interacts with the app to purchase through the Weixin Payment Service.
- (c) QUICKPAY: the merchant initiates the Weixin Payment Service by scanning the QR code on the customer's device, while the product is displayed in the merchant's offline store.
- (d) QR Code Payment: the customer initiates the Weixin Payment Service by scanning the QR code provided by the merchant.

#### 2. Service Description

2.1 The Supplier will allow the Merchant to use the Weixin Payment Service and shall provide a funds settlement service to enable the Merchant to receive in New Zealand dollars (after deduction of the Service Fee and applicable Taxes) payments from its Customers made via the Weixin Payment Service for the purchase of Products.

2.2 The Supplier shall remit the Settlement Amount in respect of each Transaction in New Zealand dollars to the Merchant's nominated bank account (as specified in the Application Form or as otherwise notified by the Merchant to the Supplier in writing from time to time) within the later of one (1) Business Day or twenty-four (24) hours of receipt of payment from Tenpay to the Supplier.

2.3 Any refund arising from a Transaction will be handled in accordance with the following provisions:

- (a) If, when the Merchant makes a request to the Supplier to process a refund, there are sufficient Unsettled Funds to process the refund, the Supplier will process the refund by deducting it from the Unsettled Funds (in which case the Supplier's obligation to remit Settlement Amounts from the Unsettled Funds shall be reduced by the amount of the refund so processed).
- (b) If, when the Merchant makes a request to the Supplier to process a refund, the refund cannot be processed because there are insufficient Unsettled Funds, the Merchant should make a further refund request once there are sufficient Unsettled Funds to process the refund.
- (c) If the Merchant fails to notify the Supplier or Tenpay of any change or termination of the Merchant's business or contact method, or does not respond to the Supplier or Tenpay within three (3) Business Days after being contacted, the Supplier may process any refund which has been requested by a Customer by deducting it from the Unsettled Funds.
- (d) The Supplier will only accept refund requests from the Merchant within 90 days from the date of any Transaction.
- (e) The Supplier shall not charge any Service Fee in respect of its payment of a refund from the Unsettled Funds. However, if an intermediary bank requires payment of any fees in connection with the payment, those fees shall be borne by the Merchant and the Supplier may deduct them from the Unsettled Funds (in which case the Supplier's obligation to remit Settlement Amounts from the Unsettled Funds shall be reduced by the amount of fees so deducted).
- 2.4 The Merchant acknowledges and agrees that:
  - (a) The actual means by which the Merchant may receive payments from Customers shall be those selected in the Application Form and which Tenpay approves for the Merchant (and which may not include all of the means described in section 1.2 above).
  - (b) The Weixin Payment Service can only be used for Products registered with Tenpay.
  - (c) The Merchant may only use the Weixin Payment Service within the trading limit specified by Tenpay. Tenpay may adjust the trading limit from time to time in accordance with the types of Products supplied by the Merchant and the Merchant's business activities.
  - (d) The Supplier does not provide the Weixin Payment Service and the Supplier shall not be liable to the Merchant for any unavailability of the Weixin Payment Service.
  - (e) The Supplier will not be responsible for, and the Merchant shall bear, all relevant losses arising from any incorrect bank account information included in the Application Form or any failure by the Merchant to notify the Supplier in writing of any change in bank account information.
  - (f) Any fees charged by beneficiary banks or intermediary banks for transferring the Settlement Amount to the bank account of the Merchant, except for fees charged by the Supplier's paying bank, shall be borne by the Merchant.
  - (g) It will not provide any refunds in relation to a Transaction to a Customer directly (i.e. not via the Weixin Payment Service). If the Merchant makes any such direct refund, the Merchant shall be solely responsible for any resulting disputes and risks relating to the refund.
  - (h) Where the Supplier requires information in order to comply with its anti-money laundering, anti-fraud, and other compliance policies and practices, the Supplier may request information about any transaction between the Merchant and the Weixin Payment Service User, and the Merchant shall supply such information as exists, promptly.
  - (i) The Merchant agrees that notwithstanding having signed an account opening application form and the MERCHANT AGREEMENT RELATING TO PAYMENTS" or "MERCHANT AGREEMENT" or "WEIXIN PAYMENT MERCHANT AGREEMENT", that no contract between the parties will result until and unless the AML Compliance Officer of MYPAY New Zealand Limited has approved the application to open the account.

#### 3. Service Fees

3.1 Subject to section 3.5 below, the applicable Service Fee rate will be set as the **merchant service fee** in the application form of each Transaction Amount.

3.2 The Service Fee rate is exclusive of any Taxes (including GST) that may be levied on the Service Fee in any applicable jurisdiction.

3.3 The Merchant authorises the Supplier to deduct such Service Fee (together with any applicable Taxes levied thereon) from the Transaction Amount to be settled with the Merchant.

3.4 The Service Fee is not refundable.

3.5 If Tenpay increases the rate at which it charges the Supplier in respect of Transactions, the Supplier may, by giving notice to the Merchant, increase the Service Fee rate by an amount which is commensurate with the increase imposed by Tenpay.

### SCHEDULE 2 TERMS AND CONDITIONS

#### 1. Definitions and Interpretation

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

"Acquiring Device" means the device with a communications function which is installed by the Merchant and which can be used to scan or display a QR code or barcode, to read financial transaction information, and to exchange information according to a payment order (including an online payment and offline payment);

"Affiliate" means, in relation to a person:

(a) a director, officer, partner, member, manager, executor or trustee of such person;

(b) any person directly or indirectly controlling, being controlled by, or being under the common control of, 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

(c) a "Related Company" as that term is defined by section 2(3) of the Companies Act 1993;

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

"Application Form" means the Merchant's application form for the Services, as attached to the Appendix 1;

"Business Day" means a day other than a Saturday, Sunday or statutory public holiday in Auckland, New Zealand;

"Customer" means a customer who purchases a Product using the Weixin Payment Service;

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

"Personal Information" means information or data about an identifiable individual;

"Product" means a product, good or service supplied by the Merchant;

"Service Fee" means the fee set out in Schedule 1;

"Services" means the services to be provided by the Supplier to the Merchant, as described in Schedule 1;

"Settlement Amount" means a Transaction Amount less the Service Fee (together with any applicable Taxes levied thereon) charged by the Supplier on the Transaction;

"Tax" means all governmental, federal, state, provincial, territorial, county, municipal, local or foreign taxes, including 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;

"Tenpay" means Tenpay Payment Technology Co., Ltd. (or its successor);

"Term" means the term of this Agreement, as described in clauses 11.1 and 11.2;

"Transaction" means a sale of a Product by the Merchant to a Customer with payment being made by the Customer via the Weixin Payment Service;

"Transaction Amount" means the NZ\$ amount charged by the Merchant to a Customer in respect of a Transaction;

"Weixin" means a cross-platform communication tool which supports real-time communication services for either single or multi-person participation, such as sending voice messages, video clips, pictures, texts, or other instant messages;

"Weixin Payment Service" means the third-party payment system and funds transferring service provided by Tenpay via Weixin, including online and offline payment, as further described in Schedule 1 and as such system and service may be updated, modified or changed by Tenpay from time to time;

"Weixin Public Account" means an account registered by a merchant on the Weixin Public Platform, which is used to log onto the Weixin Public Platform;

"Weixin Public Platform" means the internet technology platform made available to merchants, which is used to publish or release information and communication or interacts with customers; and

"Unsettled Funds" means any funds received by the Supplier as Transaction Amounts which have not yet been remitted as Settlement Amounts and had Service Fees (together with any applicable Taxes levied thereon) deducted from them.

1.2 In the construction and interpretation of this Agreement unless inconsistent with the context or otherwise specified:

(a) references to clauses and Schedules and Appendices are references to 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, and reference to "RMB" are references to Chinese renminbi, unless expressly stated otherwise;

(f) references to "written" and "in writing" include any means of permanent visible representation;

(g) referring to anything after the word "including", "include" or "includes" does not limit what else might be included and any such reference is without limitation to what else might be included;

(h) references to time are to New Zealand time; and

(i) references to any document include all modifications and replacement documents from time to time.

2. Services

2.1 The Supplier will provide the Services to the Merchant.

2.2 Each party will perform and comply with their respective responsibilities relating to the Services as set forth in this Agreement.

3. Rights and Obligations of Merchant

3.1 The Merchant shall act honestly and truthfully and provide the Supplier with such information as the Supplier may reasonably request in relation to the Merchant's business, including basic information on business and operations, business licences held, business contact information, and bank account information. The Merchant acknowledges and agrees that the Supplier may provide such information to its Affiliates and Tenpay.

3.2 The Merchant warrants, represents and undertakes to the Supplier that:

(a) all information as set out in the Application Form and provided under clause 3.1 is true and correct;

(b) the Merchant is validly existing, duly empowered and authorised to execute, deliver and perform its obligations under this Agreement;

(c) this Agreement is binding upon the Merchant and enforceable in accordance with its terms except insofar as enforcement may be limited by bankruptcy, insolvency or other laws relating to or affecting the enforcement of creditors' rights or general principles of equity;

(d) the Merchant has complied with and will continue to comply with all laws, rules and regulations, and court and governmental orders by which it is bound or to which it is subject, in connection with the execution or performance of this Agreement;

(e) the Merchant holds all necessary registrations, licences and authorisations required under applicable laws to carry out its business and all of its duties under this Agreement; and

(f) it will immediately notify the Supplier in writing if in the reasonable opinion of the Merchant any of the representations and warranties given in this clause 3.2 are or may in the future be incorrect.

3.3 The Merchant is responsible for the development, procurement and installation of the Acquiring Devices, and shall bear the resulting equipment and communications costs. The Merchant shall ensure the Acquiring Devices are kept in a safe and secure environment. The Merchant should specifically refer to the technical details applicable to the Acquiring Devices such as data transmission protocol, security mechanisms, hardware requirements and physical connection requirements etc. The Merchant should install and use the Acquiring Devices strictly in accordance with the instructions and specifications provided with the Acquiring Devices, including by:

(a) ensuring the Acquiring Devices are placed in a stable, safe and easy to operate position;

(b) keeping the Acquiring Devices away from direct sunlight, high temperatures, damp conditions and strong magnetic fields;

(c) ensuring all power supply and communication lines are consistent with the Acquiring Devices' specifications.

If Acquiring Devices are not installed in accordance with the above requirements, the Merchant may not be able to access the Weixin Payment Service.

3.4 The Acquiring Devices shall remain the property of the Supplier or its third-party suppliers. Except with the Merchant's written consent, the Merchant must not:

(a) transfer, rent, lend, mortgage, pledge, grant a lien or security interest over or in any other way dispose of an Acquiring Device; or

(b) transfer an Acquiring Device arbitrarily or move it to another place of business or exchange it between different cashiers.

3.5 The Merchant shall paste, display, hang and maintain the "Weixin Payment" logo in a prominent position on the Acquiring Devices, its business place or website. The Merchant must not use "Weixin Payment", "Tenpay" and related business logo and trade marks for any other purposes.

3.6 The Merchant shall only use the Acquiring Devices for the purposes contemplated by this Agreement and shall not engage in or assist others in any fraudulent or other illegal activities.

3.7 The Merchant must not charge Customers any additional fee for Products, or provide any lower level of service, as a consequence of the Customers choosing to pay via the Weixin Payment Service.

3.8 The Merchant must not use the Weixin Payment Service other than to receive payments in connection with Transactions.

3.9 The Merchant shall comply with all applicable laws, regulations and foreign exchange policy, including in relation to:

(a) all information released and commercial activities conducted by the Merchant, including the possession and maintenance of any permits, licences and authorisations required by applicable laws, regulations or administrative authorities for the performance of its activities; and

(b) card businesses, false and misleading trading, cash advances and money laundering.

3.10 The Merchant shall be responsible for the corresponding liabilities in relation to its Products and Transactions, including in respect of all complaints, returns of Products, and disputes arising from any false, obsolete, incorrect or omitted information.

3.11 The Merchant shall ensure the truthfulness, accuracy, completeness and authorisation of information provided in relation to Transactions.

3.12 The Merchant warrants the accuracy and veracity of the information provided in Appendix 1 hereto.

3.13 The Merchant shall keep the original receipts and relevant record for all Transactions for at least 5 years from the date of Transaction or, if longer, for the period of time required by applicable laws or regulations.

3.14 The Merchant shall not initiate or assist Customers in engaging in any illegal activity, including through or by cash advances, money-laundering by credit cards, or breaking a Transaction into several purchases. No acts involving serious risks, including false applications, skimming or malicious closure shall be allowed. The Supplier and Tenpay shall be entitled to report any suspicious transactions to the relevant regulatory authorities. The Merchant shall ensure that any transaction initiated through the Weixin Payment Service is made in a true and lawful manner and shall provide sufficient evidence to prove the existence of trading relationships between Customers and the Merchant.

3.15 The Merchant shall actively take precautions against unauthorised Customer transactions and shall promptly resolve all problems and issues relating to customer service. In the event that Tenpay or any Customer suffers any loss arising from the circumstances in the course of a transaction, including a fake or disguised transaction, theft, denial of transaction, chargeback, account information leakage, violation of applicable laws, rules or regulations, breach of commitments to the Customer, breach of the duties prescribed in this Agreement, the Merchant shall, in cooperation with the Supplier, investigate the cause of the claims. The Merchant shall be responsible for all such claims. In the event that there is a delay in resolving any such claim, the Supplier shall be entitled to debit directly an amount equivalent to the loss claimed from the Unsettled Funds (in which case the Supplier's obligation to pay the Settlement Amount to the Merchant will be reduced by the amount so debited).

3.16 Except with the Supplier's prior written consent, the Merchant shall not:

(a) reveal, transfer or allow any third party to use Tenpay's interface technology, security protocols and certificates; or

(b) collect, retain or use the Customers' information (including Personal Information).

3.17 The Merchant shall not reverse engineer or decipher any systems, including any software, payment systems or applications developed by Tenpay. The Merchant shall not copy, amend, edit, consolidate or alter any such systems, including any source programs, object programs, software files, data processing in local computer storage devices, data from terminals of Customers to servers or server data. The Merchant shall not amend the original functions of or add further functions to such systems without the Supplier's prior written consent.

3.18 The Merchant shall provide the Supplier with at least 20 Business Days' prior written notice of any relocation or suspension of the Merchant's business, change of the Merchant's domain name(s) or telephone number(s), or any other change to the Merchant's information included in the Application Form.

3.19 The Merchant must fully cooperate and comply with any policies and procedures of the Supplier relating to the prevention of money laundering and terrorist financing, including by allowing the Supplier to carry out and cooperating with any due diligence and "know your client" checks and investigations in relation to the Merchant.

4. Security

4.1 The Merchant shall take effective measures to keep any passwords or PIN numbers for its Weixin Public Account secret and secure (including by not choosing any passwords or PIN numbers which are too simple), and shall not disclose any such passwords or PIN numbers to any third party. The Merchant is responsible for all activity and transactions conducted on the Weixin Public Platform through the Merchant's Weixin Public Account.

4.2 If any of the Merchant's passwords or PIN numbers are leaked, hacked, or disclosed to or obtained by any unauthorised party, the Merchant must immediately report this to the Supplier and Tenpay and take any other steps which may be required by applicable law.

4.3 Upon receipt of any such report under clause 4.3, Tenpay and/or the Supplier may suspend access to the Merchant's Weixin Public Account and/or take such other action as may be appropriate in the circumstances.

5. Tenpay

5.1 The Merchant acknowledges and agrees that the Weixin Payment Service and underlying platform is provided, developed, operated and managed by Tenpay, and the Supplier shall not be liable to the Merchant for any unavailability of the Weixin Payment Service.

5.2 When accessing the Weixin Public Platform, the Merchant must comply with any Tenpay terms and conditions applicable to the use of such platform, as they may be varied or replaced by Tenpay from time to time.

5.3 Tenpay may regularly or irregularly review the types of business conducted by the Merchant. If the Merchant engages in any business activity that does not satisfy the requirements of this Agreement or comply with applicable laws and regulations, the Supplier may suspend the provision of the Services to the Merchant or terminate this Agreement.

5.4 The Merchant acknowledges and agrees that, by using the Weixin Payment Service, it authorises Tenpay to collect and make reasonable use of any information and data, including identification information, account information and transaction records. Tenpay shall be entitled to use such information and data for business development purposes and to improve its services and products.

5.5 The Merchant shall assist Tenpay to properly handle any Customer complaints relating to the Weixin Payment Services, including by coordinating and implementing suggestions put forward by Tenpay.

5.6 This Agreement is also intended to be for the benefit of, and enforceable by, Tenpay for the purposes of Subpart 1 of Part 2 of the Contract and Commercial Law Act 2017.

6. Fees

6.1 In consideration for the Supplier providing the Services to the Merchant in accordance with the terms of this Agreement, the Merchant will pay the Service Fee to the Supplier in accordance with Schedule 1.

6.2 The Merchant must pay all and any Taxes (including GST) which may be levied or payable on the Services, other than any Taxes payable on the Supplier's own profits, in accordance with Schedule 1.

6.3 The Merchant must pay any other fees or charges specified as being payable by the Merchant in the Application Form. Unless stated otherwise in the Application Form, such fees or charges may be invoiced by the Supplier on or before the Commencement Date and shall be payable by the Merchant in full, without set-off or deduction, within 30 days of the date of the invoice.

7. Intellectual Property

7.1 The Supplier and/or its third-party licensors own all Intellectual Property in and relating to the Services, including any new Intellectual Property relating to the Services which may be developed or created during the Term.

7.2 Subject to the terms of this Agreement, the Supplier grants to the Merchant a non-exclusive, non-transferable, non-sub-licensable licence to use during the Term any of the Supplier's Intellectual Property provided to the Merchant under or in connection with this Agreement solely for the purpose of receiving the Services.

7.3 The Merchant must not copy, modify, remove, create derivative works of or merge with any other Intellectual Property any of the Supplier's or its third-party licensor's Intellectual Property which is made available to the Merchant under or in connection with this Agreement.

7.4 The Merchant grants to the Supplier and Tenpay a non-exclusive, non-transferable, sub-licensable licence to use, during the Term, any Intellectual Property of the Merchant or its third-party licensors which is made available to Supplier or Tenpay under or in connection with this Agreement solely for the purpose of the Supplier and its third-party suppliers and licensors providing the Services.

8. Confidentiality and Personal Information

8.1 In this Agreement "Confidential Information" means:

(a) all business, technical, financial, administrative, customer, marketing, legal, economic and other information disclosed (directly or indirectly) by one party ("Disclosing Party") to the other party ("Receiving Party") (whether verbally, in writing, in computer readable form or by any other means, whether before or after the Commencement Date);

(b) any other information disclosed by the Disclosing Party to the Receiving Party which may from time to time be identified by the Disclosing Party as being confidential information and subject to the terms of this Agreement; and

(c) the terms of this Agreement.

8.2 The Receiving Party shall:

(a) keep all Confidential Information strictly confidential and shall not disclose or distribute it, in whole or in part, to any third parties, other than its employees, contractors and advisers on a "need to know" basis; or

(b) not use any Confidential Information received from the Disclosing Party for the Receiving Party's own business purposes.

8.3 The confidentiality obligations in clause 8.2 shall not apply in relation to any Confidential Information:

(a) where the Receiving Party can establish that the Confidential Information:

(i) is in the public domain through no fault of the Receiving Party;

(ii) was known to the Receiving Party prior to disclosure by the Disclosing Party without any obligation on the Receiving Party to hold it in confidence;

(iii) is or was disclosed to the Receiving Party by a third party without breach by such third party of any obligation of confidentiality owed to the Disclosing Party; or

(iv) was independently developed by or for the Receiving Party without reference to any Confidential Information disclosed by the Disclosing Party;

(b) to the extent that disclosure or use of the Confidential Information is required by applicable law or regulation, or the listing rules or regulations of any relevant stock exchange; or

(c) to the extent that disclosure or use of the Confidential Information is required in order to implement this Agreement or for the Receiving Party to perform any of its obligations or exercise any of its rights under this Agreement.

8.4 Without limiting clause 8.3, the Supplier may also disclose the Merchant's Confidential Information to Tenpay and any Affiliates of the Supplier and Tenpay.

8.5 If, and to the extent that, the Merchant provides or makes available to the Supplier any Personal Information, the Merchant agrees, warrants and represents that the Supplier is authorised to:

(a) collect the Personal Information directly from the Merchant;

(b) use the Personal Information to provide the Services, carry out credit and customer identification or due diligence checks, and perform any of its obligations or exercise any of its rights under this Agreement; and

(c) disclose the Personal Information to Tenpay, the Supplier's and Tenpay's Affiliates, third party suppliers as required to provide the Services, and any applicable regulatory authorities in accordance with this Agreement or as otherwise required by applicable law or regulations.

9. Liability and Disclaimer

9.1 Nothing expressed or implied in this Agreement will confer any liability on the Supplier in respect of any:

(a) indirect consequential or special loss, damage cost or expense suffered or incurred by the Merchant;

(b) loss of business, profit, revenue, goodwill or data suffered or incurred by the Merchant;

(c) loss, damage, cost or expense suffered or incurred by any third party (including any Customer); or

(d) loss, damage, cost or expense suffered or incurred by the Merchant, to the extent to which this results from any act or omission by the Merchant.

9.2 Notwithstanding any contrary provision contained in this Agreement, the maximum aggregate liability of the Supplier to the Merchant under or in connection with this Agreement (whether in contract, tort or otherwise) in respect of all claims, events and breaches of this Agreement shall be an amount equal to the total Service Fees paid by the Merchant to the Supplier in the 6 months immediately preceding the occurrence of the first such claim, event or breach of this Agreement.

9.3 The Merchant indemnifies the Supplier, Tenpay and each of their Affiliates (each an "Indemnified Party") against all losses, damages, costs, expenses and liabilities which the Indemnified Party may suffer or incur as a direct or indirect result of any breach of this Agreement, fraud, or illegal or negligent act or omission by the Merchant.

9.4 The Supplier makes no warranty, representation or guarantee, express or implied, to the Merchant or any other party concerning the Services or any other matter relating to this Agreement, except for those warranties, representations and guarantees which are expressly set out in this Agreement.

10. Force Majeure

10.1 In this Agreement, "Force Majeure" means an event or circumstance which is beyond the reasonable control of the Supplier, including any:

(a) act of God;

(b) strike, lock-out or other industrial disturbance by or amongst employees of a person other than the Supplier;

(c) act of public enemy, or declared or undeclared war or threat of war;

(d) terrorist act, blockade, revolution, riot, insurrection, civil commotion or public demonstration (other than one caused by the Supplier); or

(e) governmental or regional or local authority restraint, legislation or bylaw.

10.2 If and to the extent to which the Supplier is unable to perform the Services or any of its other obligations under this Agreement because of any Force Majeure, the Supplier will have no liability to the Merchant in respect of such the non-performance. The Supplier shall, as soon as reasonably practicable after becoming aware of any such Force Majeure, notify the Merchant accordingly.

11. Term and Termination

11.1 This Agreement shall commence on the Commencement Date and, unless terminated earlier in accordance with clause 11.3 or 11.4 or at law, shall continue for an initial term of 12 months ("Initial Term").

11.2 At the end of the Initial Term and each subsequent 12 month period, unless terminated earlier in accordance with clause 11.3 or 11.4 or at law, this Agreement shall renew automatically for further periods of 12 months each (each a "Renewal Term"), unless either party provides written notice to the other party at least one month prior to the expiry of the Initial Term or the then current Renewal Term (as applicable) that it does not wish this Agreement to extend beyond the Initial Term or that Renewal Term (as applicable).

11.3 Either party ("First Party") may terminate this Agreement at any time and with immediate effect by written notice to the other party ("Second Party") if the Second Party:

(a) has committed a material breach of this Agreement which is not reasonably capable of being remedied within 20 Business Days or which has not been remedied within 20 Business Days of receipt of a written notice from the First Party specifying the breach and requiring the Second Party to remedy it;

(b) goes into liquidation or is adjudicated bankrupt;

(c) has a receiver or statutory manager appointed in respect of itself or any material part of its assets;

(d) has an application made to a court for, or a resolution proposed for or any other step is taken in anticipation of, the appointment of an administrator or has an administrator appointed;

(e) makes any assignment to, or enters into any arrangement for the benefit of, its creditors generally (other than for the purposes of a solvent restructuring);

(f) suspends, for 20 Business Days or longer, or ceases, or sells, its principal business undertaking (except, in the case of the Supplier, where the Supplier has assigned and/or transferred any of its rights and/or obligations under this Agreement under clause 14.2); or

(g) is removed from the New Zealand Companies Register other than as part of an amalgamation, in which the Second Party is one of the companies being amalgamated.

11.4 The Supplier may terminate this Agreement with immediate effect by providing written notice to the Merchant:

(a) if the Supplier's agreement with Tenpay relating to the Weixin Payment Service terminates or expires for any reason;

(b) in the circumstances described in clause 5.3;

(c) if any amount payable by the Merchant under this Agreement remains unpaid at least 20 Business Days after the due date for payment;

(d) if the Merchant commits, or in the Supplier's reasonable opinion has or has likely committed, any fraudulent or illegal act in any jurisdiction; or

(e) if a Force Majeure occurs which prevents, or will likely prevent, the Supplier from performing any material part of the Services or its other obligations under this Agreement for a period of 60 days or longer.

11.5 On termination or expiry of this Agreement for any reason:

(a) the termination or expiry will be without prejudice to either party's rights and remedies in respect of any breach of this Agreement by the other party, where the breach occurred before the termination or expiry of this Agreement;

(b) the Supplier shall continue to deduct the Service Fee from any Unsettled Funds then held and shall pay the applicable Settlement Amounts to the Merchant in accordance with Schedule 1;

(c) the Merchant shall, if and to the extent required to by the Supplier, return and/or destroy (in accordance with the Supplier's instructions) any Acquiring Devices, Confidential Information, Intellectual Property or other assets of the Supplier, Tenpay and/or any of their Affiliates, suppliers or licensors which is in the possession or under the control of the Merchant; and

(d) the provisions of clauses 7, 8, 9, 11.5, 12 and 14.5, together with those other provisions of this Agreement which are incidental to and required in order to give effect to those clauses, will remain in full force and effect.

12. Dispute Resolution

12.1 A party may, at any time while there is a genuine dispute relating in any way to this Agreement ("Dispute"), give notice ("Dispute Notice") to the other party specifying the subject matter of the Dispute and requiring that the parties meet in person or by video or telephone conference within 10 Business Days after delivery of the Dispute Notice, to attempt to resolve the Dispute ("Dispute Resolution Meeting").

12.2 If the parties fail to resolve the Dispute at the Dispute Resolution Meeting, or if a party fails or refuses to attend a Dispute Resolution Meeting within the 10 Business Day period referred to in clause 12.1, or at the time and venue agreed in writing between the parties, then either party may, by written notice to the other party, submit the Dispute to arbitration. The arbitration will be conducted in Auckland, New Zealand under the Arbitration Act 1996 by a single arbitrator:

(a) agreed upon in writing by the parties involved in the Dispute; or

(b) if the parties are unable to agree on an arbitrator within 10 Business Days after the Dispute being referred to arbitration under this clause, nominated by the President for the time being of the New Zealand Law Society.

12.3 No party may issue any legal proceedings (other than for urgent interlocutory relief) relating to any Dispute, unless that party has first taken all reasonable steps to comply with clauses 12.1 and 12.2.

13. Notices

13.1 Every notice given or required to be given under this Agreement ("Notice") shall, in order to be effective:

(a) be in writing; and

(b) be served on:

(i) the Supplier at Level 13, Tower One, 205 Queen Street, Auckland 1010 or at cs@miepay.com (or at such other address and/or email address as the Supplier may nominate from time to time); or

(ii) the Merchant at the physical, postal or email address as set out in the Application Form (or at such other addresses and/or email address as the Supplier may hold for the Merchant from time to time).

13.2 Without limiting the means by which a Notice may be given, a Notice shall be deemed to be served and received:

(a) if delivered by courier or hand to the intended recipient's address, at the time of delivery; and

(b) if sent by email to the intended recipient's email address, at the time of transmission (unless the sender receives notification that delivery of the email to the intended recipient has failed).

13.3 Any Notice delivered or sent after 5.00 pm on a Business Day will be deemed to have been delivered or sent at 9.00 am on the next Business Day (in each case, at the local time of the intended recipient).

14. General

14.1 Nothing in this Agreement shall be deemed to constitute a partnership between the parties or constitute any party the agent of the other party for any purpose.

14.2 The Merchant may not assign any of its rights or obligations under this Agreement without the prior written consent of the Supplier. The Supplier may assign and/or transfer some or all of its rights and/or



obligations of this Agreement to:

- (a) an Affiliate of the Supplier in connection with any corporate restructuring; or  
 (b) any purchaser of some or all of the Supplier's business and/or assets.

14.3 The Merchant fully acknowledges that the Supplier must not provide Services for any transaction which is prohibited by applicable laws and regulations including PRC and/or New Zealand laws and regulations or violates the Supplier's internal policy. The Merchant guarantees that the Products sold to its customers through the Merchant's Platform shall not contain articles or services prohibited or restricted from being sold to customers under the applicable laws and regulations, including the products listed in Appendix 2 hereto, which may be updated by the Supplier from time to time

14.4 This Agreement and the documents referred to in it constitute the entire agreement between the parties relating to their subject matter and supersede all previous agreements between the parties relating to that subject matter.

14.5 The Supplier may amend any of the provisions of this Agreement from time to time by providing the Merchant with at least 10 Business Days' prior notice of the amendments.

14.6 This Agreement shall be governed by the laws of New Zealand and, subject to clause 12, the parties submit to the exclusive jurisdiction of the New Zealand courts in respect of any dispute or proceeding arising out of this Agreement.

14.7 If any provision of this Agreement, or any part of a provision of this Agreement, is found to be illegal, invalid or unenforceable the remaining provisions, or the remainder of the provision concerned, shall continue in effect.

14.8 Any waiver of any term of this Agreement shall not be binding unless set out in writing and signed by or on behalf of the party granting the waiver. A failure or delay in enforcing compliance with any term of this Agreement shall not be a waiver of that or any other term of this Agreement.

14.9 Except as expressly stated otherwise in this Agreement, each party shall pay the costs and expenses incurred by that party in relation to the negotiation, preparation and implementation of this Agreement and the documents referred to in this Agreement and everything ancillary or incidental to them.

14.10 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. 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.

14.11 Each party shall execute such further documents and perform and do such further acts as may be reasonably required in order to give effect to the provisions and intent of this Agreement.

14.12 The rights, powers and remedies provided in this Agreement are cumulative and, unless stated otherwise, are in addition to any rights, powers or remedies provided by law.

### APPENDIX 3. PROHIBITED GOODS AND SERVICES

| ALIPAY  | WECHATPAY   |
|---|---|
| 1. Illegal political products and publications  | 1. Illegal political audio-visual products and publications           |
| 2. Illegal political program channels   | 2. Illegal reactionary cards and program channels                     |
| 3. State secret documents and information   | 3. State secret documentations and information, etc.                  |
| 4. Pornographic and vulgar audio-visual products, channels, and publications  | 4. Other reactionary articles and speeches, etc.                      |
| 5. Pornographic and vulgar erotic services  | 5. Pornographic and vulgar audio-visual products/publications         |
| 6. Gambling   | 6. Pornographic and vulgar erotic services                            |
| 7. Gambling devices and accessories   | 7. Pornographic and vulgar cards and program channels                 |
| 8. Lottery  | 8. Other pornographic and vulgar articles or services                 |
| 9. Narcotics and related accessories  | 9. Gambling tools   |
| 10. Weapons of all types (including daggers, firearms and accessories, replica weapons, ammunitions and explosives) | 10. Private lottery   |
| 11. Military or police equipment  | 11. Gambling/gaming service   |
| 12. Illegally obtained proceeds or properties as result of crime  | 12. Drugs   |
| 13. Poisonous or hazardous chemicals  | 13. Drug-taking tools   |
| 14. Batons and electric batons  | 14. Ammunitions and weapons/firearms and accessories                  |
| 15. Lock picking tools and accessories  | 15. Military or police equipment                                      |
| 16. Anaesthetic, psychotropic or prescription medicine; illegal unregistered medicine                               | 16. Controlled instruments  |
| 17. Foetal gender determination   | 17. Crime articles  |
| 18. Aphrodisiac   | 18. Poisonous articles and hazardous chemicals                        |
| 19. Online sale of medical services, including medical consulting, hypnotherapy, plastic surgery                    | 19. Narcotics and psychotropic drugs                                  |
| 20. Hacking services or accessories   | 20. Toxic drugs   |
| 21. Malwares  | 21. Foetal gender diagnosis   |
| 22. Illegal publication of certificates or carving of stamps  | 22. Adult drugs (aphrodisiac)   |
| 23. Crowd funding   | 23. Credit card cashing service                                       |
| 24. Video chatting services   | 24. Foreign-related matchmaking service                               |
| 25. All religious websites, publication or accessories  | 25. Hacking-related   |
| 26. Online cemeteries and ancestor worshipping  | 26. Malware   |
| 27. Sales of personal information (e.g. identity card information)  | 27. Certificate issuing and stamp carving                             |
| 28. Espionage equipment and accessories   | 28. Crowd funding   |
| 29. Services or products that infringe on personal privacy (e.g. online activity monitoring)                        | 29. ID card information and other personal information                |
| 30. Pyramid schemes and multi-level marketing   | 30. Spying instruments  |
| 31. Gold investment   | 31. Other personal privacy-harming articles or services               |
| 32. Cashback from Alipay account  | 32. Pyramid selling   |
| 33. Counterfeit currency  | 33. Lottery ticket  |
| 34. Illegal sale of financial information (e.g. bank accounts, bank cards)  | 34. Gold futures  |
| 35. Stock and securities  | 35. Counterfeit currency  |
| 36. Mutual Funds  | 36. Bank account transaction (bank cards)                             |
| 37. Insurance products and platforms  | 37. Stock   |
| 38. Financial products and services   | 38. Fund  |
| 39. Rebate or cashback services   | 39. Insurance   |
| 40. Software or products related to trading of financial products and information                                   | 40. Insurance platform  |
| 41. Single-purpose prepaid cards (including gift cards and other stored value cards)                                | 41. Gold financial products   |
| 42. Illegal or un-registered fund-raising activities  | 42. Bank financial products   |
| 43. Foreign exchange services   | 43. Cashback services   |
| 44. Peer to peer (P2P) lending services   | 44. Single-purpose prepaid cards                                      |
| 45. Payment by instalments service  | 45. Securities  |
| 46. Trading in invoices issued within the Peoples' Republic of China  | 46. Illegal fund-raising  |
| 47. Trading or sale of virtual currencies (e.g. Bitcoin, Litecoin)  | 47. Foreign exchange services   |
| 48. Satellites antennas   | 48. Virtual currency in foreign accounts                              |
| 49. Archaeological and cultural relics  | 49. Receipts (invoices)   |
| 50. Trading or distribution of currency (both RMB and foreign currencies)   | 50. Bitcoin, Litecoin, YBcoin and other virtual currency transactions |
| 51. Counterfeit or replica food products  | 51. MCard, etc.   |
| 52. Online sale of tobaccos and cigarettes  | 52. Satellite antenna, etc  |
| 53. Fireworks and firecrackers  | 53. Archaeological and cultural relics                                |
| 54. Crude oil   | 54. Poor quality (fake) food  |
| 55. Human organs  | 55. Fireworks and firecrackers  |
| 56. Surrogacy services  | 56. Crude oil   |
| 57. Services to facilitate plagiarism and examination fraud   | 57. Charity   |
|   | 58. Human organs  |
|   | 59. Surrogacy services  |
|   | 60. Examination services  |
|   | 61. National protected animals  |
|   | 62. National protected plants   |
|   | 63. Smuggled articles   |

|   |   |
|---|---|
| 58.Protected species<br>59.Smuggled goods<br>60.Sales of distribution of event tickets without license (e.g. Olympic Games or World Expo tickets)<br>61.Seeds<br>62.Real estate<br>63.Charitable Organizations<br>64.Auction sites and services<br>65.Pawn services<br>66.Lucky draws<br>67.Sale of animals, plants or products with contagious and hazardous diseases<br>68.Sale of animals, plants or products originating from areas declared with an epidemic outbreak of contagious diseases<br>69.Services or products facilitating unlawful public gathering | 64.Special provisions for specific period of time (e.g. the Olympic Games)<br>65. Medical devices<br>66. Auction<br>67. Pawn<br>68. Circulating RMB<br>69. Foreign currency<br>70. Cultural relics<br>71. Video chatting services<br>72. Religious websites<br>73. Online cemetery and worshipping and other services<br>74. Computer privacy information monitoring<br>75. Lucky draw<br>76. Any animals, plants or species which contain dangerous germs, pests or any other living creature<br>77. Items and services in violation of relevant state regulations |
|---|---|

**PROOF OF IDENTIFICATION AND RESIDENTIAL ADDRESS**

Proof of Identification and Residential Address (Apply to Applicant, Authorized Person, Director, 25% + Shareholder or any person with effective control of the business, e.g. a GM)

**To confirm Name and Date of Birth**

| Option 1   | Option 2   | Option 3   |
|--|--|--|
| <p><b>Select ONE option from this section only</b></p> <ul style="list-style-type: none"> <li>❖ Current passport (copy taken must include the signature page)</li> <li>❖ New Zealand Firearms license</li> </ul> | <p><b>Select ONE option from this section</b></p> <ul style="list-style-type: none"> <li>❖ Full birth certificate</li> <li>❖ Certificate of citizenship</li> </ul> <p><b>AND Select ONE option from this section</b></p> <ul style="list-style-type: none"> <li>❖ Current New Zealand driver's license</li> <li>❖ 18+ Card</li> <li>❖ Valid and current International driving permit and an overseas license with a translation</li> </ul> | <p><b>Select ONE option from this section</b></p> <ul style="list-style-type: none"> <li>❖ New Zealand driver's license</li> </ul> <p><b>AND Select ONE option from this section</b></p> <ul style="list-style-type: none"> <li>❖ Credit card, debit card or EFTPOS card issued by a registered bank, that contains the individual's name and signature</li> <li>❖ A document issued by a government agency that contains the person's name and signature</li> <li>❖ A statement from the Inland Revenue Department addressed or issued to the person</li> </ul> |

**PLUS - To confirm Residential Address. This is in addition to either option 1, 2 or 3**

**MUST select ONE option from this section**

- ❖ An insurance company policy or a letter from your Kiwi Saver provider
- ❖ A tenancy agreement for the place you're currently renting
- ❖ Letter from educational institution (must be letterhead paper and signed by person in authority confirming residential address)
- ❖ Court document with name and address
- ❖ Car registration notification/demand
- ❖ A letter/notification from ACC, local council or government organization
- ❖ A utility bill, council rates bill or statement from IRD issued to the individual that is not more than 3 months old showing the address and name of the individual