

Schedule A
BOSWIN SERVICES, SERVICE FEES AND
SETTLEMENT

1. Service Description

- a.) Under this Agreement, Boswin will provide Company with the following services (together, "**Boswin Services**")
- i. processing of Payments made by Alipay Users through Spot Payment in connection with any Transactions via **Alipay's Platform**;
 - ii. authorization of such Payments;
 - iii. services relating to settlement with Company at the Settlement Currency with respect to such Payments; and
 - iv. other related services and ongoing technical support in connection with any of the above

The further roles and responsibilities of either Party in relation to the Boswin Services are set out in this Agreement.

- b.) Settlement to company is to be undertaken by DFCC Bank as per the settlement currency. Boswin is responsible to provide the settlement instructions daily to the DFCC Bank in conformity to the agreement.

2. Service Fee.

- a.) **General.** Company shall pay Boswin the fees as set forth in Service Application Form (D) (the "Service Fee") and in accordance with Clause 2 of this Schedule A. All payments of the Service Fee shall be exclusive of any Tax
- b.) **Payment of Service Fee.** Company agrees that Boswin may deduct, in whole or in part, any Service Fee that is due and payable but have not otherwise been paid by Company, from the relevant Funds Available for Settlement
- c.) **Over/Under-Charges.** If Boswin charges Company more than the Service Fee set forth in this Agreement. Boswin will return the additional Service Fee charged to Company as soon as practicable. If Boswin charges Company less than the Service Fee set forth in this Agreement, then Company shall pay the amount of outstanding Service Fee to Boswin immediately upon Boswin's request.

3. Alipay Settlement Process under Boswin Services

- a.) **Bank Account.** Company will bear all losses arising from the incorrect information of its' banking details as provided in the Service Application Form.
- b.) **Transaction List.** Boswin will make available a real-time report of all the transactions within the day and a report of all transactions will be emailed. The Transaction List shall set out Boswin's determination of the Settlement Funds and the Net Settlement Amount and in the absence of manifest error or valid dispute by the Company shall be final and binding on the Company in relation to such amounts.
- c.) **Settlement Amount.** Subject to Boswin exercising its rights to withhold, deduct or set-off in accordance with this Agreement. the amount which Boswin is obliged to settle to Company

under this Agreement shall be equivalent to an amount equal to the "**Net Settlement Amount**" in accordance with the formula set out below:

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

Where: Settlement Funds - Funds Available for Settlement - Service Fee.

- d.) **Incidental Fee for Fund Transfer**, in connection with remitting the Net Settlement Amount to Company in accordance with this **Schedule A**. Company will be solely responsible for bank charges involved when the settlement funds are to be transferred to a non-settlement bank of Boswin. For Company's special requests, Company will be responsible for bank charges (if any). For any other fees or charges imposed by beneficiary banks (where Company has a bank account), intermediary banks or other payment service providers passing or receiving such Net Settlement Amount on behalf of Company, Company shall be solely responsible for any such fees or charges. For the purpose of this Agreement, "**Initiation of remittance**" means Boswin submitting remittance instructions to a bank for the purpose of commencing a funds transfer to the Company's designated bank account (either directly or indirectly through intermediary banks where Boswin's Affiliates have bank accounts).
- e.) **Refunds**
- (A) If an Alipay User requests and is due a Refund in accordance with Company's after-sale service policy or a Refund is required by Applicable Law, Company will instruct Boswin in a timely manner to make such Refund to the Alipay User's Alipay Account in accordance with Alipay's Refund process.
 - (B) Company hereby agrees to reimburse Boswin for each such Refund and for that purpose authorizes Boswin to deduct the amount of each Refund from the Settlement Funds and return such Refund to the relevant Alipay User in accordance with this **Clause 3(e)**
 - (C) If the amount of the Settlement Funds is not sufficient to process the relevant Refund, Boswin will be entitled to process the Refund only after the amount of such Settlement Funds becomes sufficient to pay the amount of such Refund or after Boswin otherwise receives from Company an amount sufficient to process the Refund. For the avoidance of doubt, Boswin shall not be responsible for any claim or liability that the relevant Alipay User may seek from Company in the event of any delay in processing such Refund.
 - (D) Boswin will not charge any Service Fee in respect of its deduction of Refund from the relevant Settlement Funds. Any Service Fee related to a Payment that is subject to a Refund and which has already been deducted from the Funds Available for Settlement will be repaid to the Company by Boswin upon the Refund being paid to Boswin.
 - (E) Boswin only accepts and processes Refund instructions from Company if the request for Refund is made within 335 days from the date of the Transaction. However, if the final date for a request is not a working day, the refund request must be made on the last working date within the 335-day refund deadline, Company shall ensure that any refund limitations mentioned under this sub-clause, e.g., the 335-day refund deadline, is notified by Company to the Alipay User, whether through the provision of its after-sale

service policy to the Alipay User or any other appropriate and written communication that the Company has with the Alipay User, at the time of the Transaction.

- (F) Company will ensure that the Refund is only effectuated through the system interface provided by Boswin. Any alternative methods for the Refund, including but not limited to bank remittance or topping up Company's membership account, are disallowed.

- f.) **Settlement and Settlement Limit.** Boswin will initiate remittance of the Net Settlement Amount in the selected Settlement Currency to Company's designated bank account as provided in the Service Application Form or as otherwise notified to Boswin in writing) within **three (3) Working Days** from the date of Transaction, provided that the amount of the relevant Settlement Funds shall reach **USD 10** (or its equivalent amount in the selected Settlement Currency) (the "**Settlement Limit**") Where the Settlement Amount is less than USD 10 (or its equivalent amount in the selected Settlement Currency), the Net Settlement Amount shall be retained until the aggregate total Net Settlement Amount due to the Company totals USD 10 (or its equivalent amount in the relevant Settlement Currency).
- g.) **Currency Conversion.** Where the Service Fee or any liabilities or payment obligations that the Company has to Boswin under this Agreement is in a currency other than the Settlement Currency, the calculation of the Service Fee or such liability will be reasonably set by Boswin with reference to the real-time market rate published by relevant third-party PRC banks as of the date on which such Service Fee or liability is incurred in accordance with this Agreement.
- h.) **Enquiry Regarding Settlement.** Any inquiry by Company with respect to settlement shall be made in writing and Company shall provide any information reasonably required by Boswin to assist with such enquiry. Boswin will, acting in a commercially reasonable manner, assist Company in resolving the relevant matter and provide a written response to Company within **five (5) Working Days** after receiving such written enquiry from Company.

4. Rules for Unauthorized Payment

- a.) Company agrees that if Boswin determines, in its sole discretion, that certain features of the Alipay Services (including but not limited to the Transaction Funding Channels) may be subject to high risk of Unauthorized Payment or fraudulent Transaction, Boswin may, from time to time, suspend or terminate, with reasonable notice, the provision of such part of the Alipay Services, including but not limited to adjusting the types, issuing banks and payment limit (whether per Transaction or per day) of the payment method that Alipay Users will be able to use to complete the Payment from time to time.
- b.) in any single calendar month, if the accumulative amount of Unauthorized Payments submitted on the Company's Platform exceeds (i) **10 USD** and/or (ii) **1/1,000.000** of the total Transaction Value of Transactions submitted on Company's Platform, Company will, upon Boswin's request, cooperate with Boswin to mitigate the risks of the relevant Transactions.)
- In the event that Company fails to adopt any precautionary measure requested by Boswin within **three (3) Working Days** of receipt of Boswin's notice, Boswin may exercise its right of termination or suspension under **Clause 4d)** below.
- d.) In the event that:

- (A) Boswin reasonably suspects that Company has breached or defaulted under any material term of this Agreement;
- (B) any of the events described in **Clauses 4b) and c)** above occurs in each of two (2) consecutive months;
- (C) the accumulated amount of Unauthorized Payments submitted on the Company's Platform exceeds (1) 10 USD and/or (2) 1/1,000,000 of the total Transaction Value of Transactions submitted on Company's Platform in each of two (2) consecutive months; or
- (D) Boswin reasonably suspects that the Company has suffered a Data Compromise and Boswin determines that such event may pose significant risks to Boswin's systems.

If the Company breaches this Agreement, Boswin may issue a written notice (including by email) requiring correction or additional information for further review. The first breach will be excused with a written warning. Any subsequent breach may result in immediate suspension or termination of services by written notice, and this Agreement shall thereupon be deemed terminated.

5. Fraud and Risk.

- a.) If a Boswin User claims that an Unauthorized Payment or an otherwise fraudulent Transaction has been submitted by Company and made via Boswin's Platform. Company will comply with the following rules:
 - i. **Transaction Evidence.** Company will provide the Transaction Evidence within **three (3) Working Days** upon Boswin's request.
 - ii. **Reimbursement.** If Boswin does not receive the Transaction Evidence or the Unauthorized Payment as a result of the Company's willful default or negligence, then Company will immediately pay to Boswin an amount equal to the sum that Boswin settled to Company's designated bank account regarding the Transaction in question.
 - iii. **Reimbursement Obligation.** Provided Transaction Evidence has been requested, Boswin may, having made due enquiry of the Alipay User, determine to reimburse an Alipay User in the event of any Unauthorized Payment. Company agrees to indemnify and hold Boswin harmless for the amount to be agreed between the Company and Boswin (each acting reasonably) reimbursed to the Alipay User. For the avoidance of doubt, Boswin will not be entitled to set off, withhold settlement of or deduct such sums against any monies and liabilities of Boswin in accordance with **Clause 7** of this Schedule.
- b.) The Company agrees that, if Boswin reasonably believes that a number of Transactions are Prohibited Transactions, Unauthorized Payments or otherwise fraudulent Transactions. it will on reasonable prior written notice from Boswin, provide access to Boswin to the Company's premises during normal business hours for the purpose of Boswin conducting onsite reviews of the Company's risk management capabilities and the effectiveness of the Company in rejecting Prohibited Transactions, Unauthorized Payments or otherwise fraudulent Transactions.

6. **Boswin Payment Policies**

- a.) **Responsibilities for Service Fee and Settlement Fee.** Company will pay any Service Fee for wing the Boswin Services and will not, directly or indirectly, transfer any such Service Fee to its Alipay Users in addition to what Company would normally charge Alipay Users for its Products in the normal course of business.
- b.) **Alipay Wallet as Payment Method.** Company will not restrict its customers in any way from using Alipay Wallet as a Payment method at checkout at any sales channel, including but not limited to requiring a minimum or maximum purchase amount from customers using Alipay Wallet to make Payments.
- c.) **Prohibited Products.** Company fully acknowledges that Boswin must not provide Boswin Services with respect to any Transaction which is prohibited by this Agreement (including Payments in relation to Prohibited Products), Applicable Law or violates Boswin's internal policies (as notified to the Company from time to time). Company will provide Boswin information about its Products as reasonably requested by Boswin from time to time. Company will not sell Products through Alipay's Platform where such Products contain articles prohibited from being sold to Alipay Users under any Applicable Law, including without limitation the products listed in **Appendix II** to the extent applicable, which may be updated by Boswin and notified to Company from time to time (together, "**Prohibited Products**") Company will ensure that no Transaction being submitted for Boswin's processing involves or relates to any Prohibited Products ("**Prohibited Transaction**") Boswin will have the right to refuse to provide any Boswin Services with respect to any Prohibited Transaction and Company will indemnify and hold Boswin harmless for any damages, losses and liabilities that Boswin may suffer arising from or in connection with such Prohibited Transaction.
- d.) **Storage of Transaction Information.** Company will maintain the records for each Transaction for the period of **six years** after the completion of the Transaction and Boswin shall be entitled to review or otherwise access such records. Subject to any legal restrictions under Applicable Law, Company will procure that Boswin, the relevant service providers of Alipay and regulatory or governmental authorities having jurisdiction over Boswin be provided with or granted access to, the relevant Transaction information including but not limited to information on Company, Company's Platform, Products, and the amount, currency, time and counterparties to each Transaction, within **two (2) Working Days** of Boswin's request. Subject to a restriction under Applicable Law, Boswin will advise Company of the names of such service providers. regulatory governmental authorities and the subject matter to which such requests relate.

7. **Set off and Withholding.** Company agrees that Boswin shall be entitled, at its sole discretion, to set off, withhold settlement of or deduct any sums payable and liability of any nature from time to time due, owing or incurred by Company to Boswin (or any Boswin Affiliate) under this Agreement against any monies and liabilities of any nature, including Payments, from time to time due, owing or incurred by Boswin under this Agreement. The circumstances under which Boswin may exercise its rights under this Clause include, but are not limited to:
- a.) if the Company fails to comply with any term of this Agreement;
 - b.) if Boswin believes that the Company has or is likely to become subject to bankruptcy, insolvency, reorganization, winding up or similar dissolution procedures;
 - c.) if Boswin reasonably believes that there has been a material deterioration in the financial condition of the Company;
 - d.) if any regulatory or legal authorities require Boswin to suspend the settlement of any Transaction; and
 - e.) if Boswin reasonably believes that any Transaction is (i) a Prohibited Transaction, (ii) a suspicious transaction under Applicable Law, (iii) related to a failure by Company to respond to information requests or dispute enquiries raised by Boswin within a reasonable period of time or (iv) in breach of the terms and conditions set forth under this Agreement.

Company shall not be entitled to retain or set-off any amount owed to it by Boswin against any amount due from Company to Boswin.

Schedule B

ALIPAY SERVICE TERMS AND CONDITIONS THROUGH BOSWIN

1. **Definitions.** Capitalized terms not defined in this **Schedule B** will have the meaning given to them in this Agreement including those set out in **Appendix III**, unless the context requires otherwise.

2. **Boswin Services.** Boswin will provide Company certain services as described in **Schedule A**. The Parties will perform and comply with their respective responsibilities set forth in this Agreement.

3. **Fees.** In consideration for Boswin providing the Alipay Services to Company in accordance with the terms of this Agreement, Company will pay Boswin the Service Fee as set forth in **Service Application Form (D)** and other fees or charges as set out in **Schedule A**. Boswin reserves the right to adjust such fees within **thirty (30) days** with prior written notice and in the event, Company does not agree to such adjusted fees, it is entitled to terminate this Agreement within thirty (30) days of prior written notice.

4. Representations and Warranties

Each Party makes each of the following representations and warranties to the other Party, and acknowledges that such other Party is relying on these representations and warranties in entering into this Agreement:

4.1. **Authorization.** The Party represents and warrants the following (collectively, the "**Authorization Warranties**"):

4.1.1. it is an independent corporation duly organized, validly existing and in good standing under the laws of jurisdiction of its incorporation;

4.1.2. it is properly registered to do business in all

jurisdictions in which it carries on business;

4.1.3. it has all licenses, regulatory approvals, permits and powers legally required to conduct its business in each jurisdiction in which it carries on business; and

4.1.4. it has the corporate power, authority and legal right to execute and perform this Agreement and to carry out the transactions and its obligations contemplated by this Agreement.

4.2 **Validity.** Each Party represents and warrants that once duly executed by the Party this Agreement shall constitute valid and binding obligations on the Party, enforceable in accordance with its terms. Except as otherwise stated in this Agreement, no approval or consent of any person or government department or agency is legally or contractually required to be obtained by the Party in order to enter into this Agreement and perform its obligations.

4.3. **No Conflicts.** Each Party represents and warrants that (a) the execution of this Agreement, nor (b) the consummation by the Party of this Agreement will (i) conflict with the certificate of incorporation or by-laws or any other corporate or constitutional document of the Party or (ii) breach any obligations of the Party under any contract to which it is a party or (1) violate any Applicable Law.

4.4 **Litigation.** Each Party represents and warrants that there is no litigation, proceeding or investigation of any nature pending or, to the Party's knowledge, threatened against or affecting the Party or any of its Affiliates, which would reasonably

be expected to have a material adverse effect on its ability to perform its obligations under this Agreement.

5. Compliance with Law.

5.1. General. Each of the Parties will comply with any Applicable Law in connection with the operation of its business and performance of its obligations under this Agreement. Company will at its own cost, keep such records and do such things as are reasonably necessary to ensure that Boswin complies with any Applicable Law; provided always that Company shall not be required to do anything which is inconsistent with or in breach of any applicable laws.

5.2. Information Verification. In order for Boswin to satisfy its obligations and to comply with the relevant requirements under Applicable Law, upon reasonable request by Boswin, Company will share records and information (including Transaction information and records) with Boswin from time to time and Boswin is authorized by Company to provide the relevant records and information to governmental agencies, regulatory authorities and third-party service providers for examination and verification as necessary.

5.3. AML Requirements. Company shall comply with all Applicable Law on anti-money laundering, counter-terrorism financing and sanctions (together "AML"). Company shall fully cooperate with Boswin's reasonable due diligence (on site or in writing) of Company's AML policies and procedures, including but not limited to sanctions and political exposed people review, suspicious transactions monitoring and reporting.

5.4. Limitation and Reporting. In accordance with its AML, anti-fraud, and other compliance and security policies and procedures, Boswin may impose reasonable limitations and controls on Company's ability to utilize the Boswin Services. Such limitations may include but are

not limited to rejecting Payments and/or suspending/restricting any Boswin Service with respect to certain Transactions or customers and prospective customers of Company. Boswin may, for the purposes of complying with relevant suspicious transaction reporting and tipping-off requirements under Applicable Law, report suspicious transactions to the relevant authorities without informing Company.

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

7. Indemnification.

7.1 General Indemnity. Subject to Clause 8 below, each Party (the "**indemnifying Party**") will indemnify the other Party (the "**indemnified Party**") from and against all actions, claims, demands, liabilities, obligations, losses, costs (including, but not limited to legal fees, expenses and penalties) and interest suffered, incurred or sustained by or threatened against the indemnified Party arising out of any breach or violation of this Agreement by the indemnifying Party or any gross neglect, willful misconduct, fraud or dishonesty by the indemnifying Party or any of its employees or agents.

7.2 Third party IP Indemnity to Boswin.

Company shall indemnify Boswin and its Affiliates from and against all actions, claims, demands, liabilities, obligations, losses, costs (including, but not limited to legal fees, expenses and penalties) and interest suffered, incurred or sustained by or threatened against Boswin or its Affiliates arising out of (i) any license or the Company granted under Clause 9, (ii) the exercise by Boswin or its Affiliates of the rights granted to it in accordance with this Agreement, or (ii) the Company's use of the Boswin Services other than in accordance with the terms of this Agreement, which a third party alleges as constituting unauthorized use or infringement of any of its Intellectual Property rights ("**IP Claim against Boswin**").

7.3 Notwithstanding anything to the contrary, nothing under this Agreement shall be construed to exclude or limit Company's liability in connection with its obligations under Clause 3 of this Schedule.

7.4 With respect to any indemnity under this **Clause 7**, the indemnifying entity shall be referred to as "the Indemnifying Entity" and each indemnified le entity(ies) shall be referred to as "**the Indemnified Entity**". IP Claims against Boswin and any indemnification claims that arise under Clause 7.1 above shall be collectively referred to as "Indemnification Claims".

7.5 Treatment of Indemnification Claims.

If an Indemnification Claim comes to the notice of an Indemnified Entity –

7.5.1. the Indemnified Entity must notify the Indemnifying Entity in writing as soon as reasonably practicable after becoming aware of the Indemnification Claim and so far, as reasonably practical provide details of the nature and amount of the Indemnification Claim;

7.5.2. the Indemnified Entity must, at the Indemnifying Entity's cost, promptly provide all assistance reasonably requested by the Indemnifying Entity in relation to the Indemnification Claim;

7.5.3. the Indemnified Entity must take all reasonable steps to mitigate the losses, damages, costs and/or expenses incurred by it arising from the Indemnification Claim;

7.5.4. the Indemnifying Entity will have sole control of the defense or settlement of the Indemnification Claim and any related settlement negotiations (albeit with the Indemnified Party having a right to be reasonably consulted and updated), unless Boswin and the Company jointly own the IP rights in the material that is the subject of the Indemnification Claim, in which case, Boswin and the Company will share responsibility for controlling the defense of the Indemnification Claim and any related settlement negotiations, unless otherwise agreed between them, and

7.5.5 if, contrary to **Clause 7.5.4**, the Indemnifying Entity agrees to allow the Indemnified Entity to defend the Indemnification Claim. the Indemnified Entity must comply with the Indemnifying Entity's reasonable directions in relation to the conduct of such defense and must not settle the Indemnification Claim without the Indemnifying Entity's prior written consent.

7.6 **Limitation of Liability.** To the extent permitted under Applicable Law, under no circumstances will Boswin or its Affiliates be liable under any theory of tort, contract, strict liability or other legal or equitable theory for lost profits (whether direct or indirect). indirect, incidental, special, consequential or exemplary loss or punitive damages, each of which is excluded by agreement of the Parties, except where such losses and/or damages were foreseeable and Boswin had failed to advise of the possibility of such damages to the Company with reasonable time.

8. Intellectual Property.

8.1 Boswin License to Company. Boswin owns or has been granted the appropriate licenses by the relevant owner to use, all right, title and interest in and to the Boswin Services and the Boswin and Alipay branding and logo, including the rights to all related Intellectual Property.

Subject to the terms of this Agreement and, as the case may be, any agreement between Boswin and the owner of the relevant Intellectual Property, Boswin hereby grants Company during the term of this Agreement, a license to use the relevant Intellectual Property in the Boswin Services, the Boswin and Alipay Platform and the Boswin branding and logo (it owns or is entitled to use) solely for the purpose of using the Boswin Services in accordance with this Agreement. Such license to use the relevant Intellectual Property granted in favor of Company is non-exclusive, non-sub licensable and non- transferrable, and may be modified or revoked by Boswin in writing at any time during the term of this Agreement. The Company shall be permitted to use Boswin's and Alipay's branding and logo solely as required for the purpose of using the Boswin Services and strictly in accordance with the provisions of **Clause 4 of Schedule C**. Company agrees that the licenses granted under this Clause 9 and the Company's use of such Intellectual Property under this Agreement will not confer any proprietary right, and Company agrees to take reasonable care to protect all such Intellectual Property from infringement or damage and cease all use of such Intellectual Property immediately upon termination of this Agreement.

8.2 Company License to Boswin. 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, Company grants to Boswin a non-exclusive, non-transferable, royalty- free license to use, reproduce, publish, distribute

and transmit any of Company's marketing materials, proprietary indicia or other similar items containing the Intellectual Property of Company ("**Company IP**") necessary for Boswin to perform its obligations contemplated by this Agreement and to refer to the name of Company in the public announcement as one of the partners using the Boswin Services. Company represents and warrants to Boswin that it has obtained all necessary authorities, permissions, approvals and licenses to license the Company IP to Boswin and that the Company IP does not infringe the Intellectual Property of any third party.

9. Data privacy. Company shall be solely responsible, where applicable, for obtaining any necessary consent for the collection, use, disclosure and transfer of Personal Information. Each Party will take all commercially reasonable endeavors to ensure that the Personal Information is protected against misuse and loss, or unauthorized access, modification or disclosure and will promptly notify the other Party of any loss of, or any unauthorized disclosure of or access to, the Personal Information. Each Party may retain records of Payments for complying with Applicable Law and internal compliance requirements.

"Personal Information" means personal information or data, whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or data, processed by either Party in connection with this Agreement. Boswin may transfer Transaction data, including Personal Information, to any of its Affiliates that have been delegated any of its obligations under this Agreement.

10. Taxes.

10.1 To the extent permitted by Applicable Law, all Taxes arising from or in connection with all payments between Boswin and Company under this Agreement shall be for the account of and liability of Company, unless agreed otherwise in writing by the Parties

10.2 For the avoidance of doubt, (i) all amounts payable by Company to Boswin under this Agreement are exclusive of any Taxes imposed by the relevant taxation authority of applicable jurisdictions to which Company is subject which shall be for the account of Company; and (ii) any Taxes imposed by the relevant taxation authority of applicable jurisdictions to which Company is subject, including without limitation value added tax or other Taxes of similar nature, arising out of or in connection with any Transaction or this Agreement, shall be for the account of Company.

10.3 Each Party shall be responsible for any and all Excluded Taxes that it is liable for under Applicable Law.

10.4 Where a Party is required under Applicable Law relating to tax to fulfil its tax obligations, including but not limited to common reporting standard, imposed by any taxation authority, the other Party shall promptly provide information and documents

as requested by that Party to the extent permitted by Applicable Law.

10.5 Nothing contained in this Agreement is intended to result in one Party assisting the other Party to evade any Taxes in the applicable jurisdictions to which the other Party is subject.

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

interfaces and other Intellectual Property, including that of any customer, supplier or other third party (including, in the case of Boswin, the interface technologies, security protocol and certificate to any other website or enterprise provided by Boswin).

12. Publicity. Neither Party will 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 Law binding the Party. However, the preceding limitation will not be interpreted to prevent Boswin from making general statements about Boswin's business or about services similar to the Boswin Services in or outside of the jurisdiction where the Company is located.

13. Notice. All business correspondence in relation to the business as usual operation of the Boswin Services, and amendment of any matters listed in the Service Application Form (other than in respect of notification of a change of Company legal name) will: (1) in the case of notice being provided by Boswin, be addressed to Company Alipay ID. and (1) in the case of notice being provided by the Company be sent to and sent via Company's email address registered under the Company Alipay ID. Other than the foregoing, all notices and other communications given in connection with this Agreement (including changing any terms of this Agreement and, in the case of the Company, notification of a change of Company legal name) will be in writing, in English and will be sent either by express courier or facsimile to the contact details and address provided by the Parties in the Service Application Form. Notice will be deemed to have been received: i) if sent by express courier at the time the courier records delivery and (i) if sent by facsimile machine, at the time of successful transmission by the sending Party. Notice given in any other manner will be deemed not to have been

received unless acknowledged in writing by the Party receiving the notice. Notwithstanding the foregoing, the Parties agree that email (including email with electronic signature blocks containing the sender's name) will not constitute valid service of notice to either 1) amend this Agreement; or (11) notify the receiving Party of any matter which will or may have legal consequences for the receiving Party.

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

15. Term and Termination

15.1 General. The term of this Agreement will be for a period of one (1) year from the Effective Date (the “**Initial Term**”). This Agreement will renew automatically for successive one-year terms (each, a “**Renewal Term**”) unless it is terminated by Company or Boswin with 30 days’ notice prior to the end of the then-current Term

15.2 Cause. Boswin may terminate or suspend the Boswin Services (in part or in whole) without notice to Company if Boswin reasonably suspects that Company has breached or defaulted under any term of this Agreement. The Company may terminate this Agreement with immediate effect 1) for breach of this Agreement by Boswin if such breach is curable but not cured within 30 days of notice being given by the Company to Boswin or (1i) for material breach of this Agreement by Boswin, immediately upon notice being given by the Company to Boswin. For the purposes of this Agreement, if Boswin becomes subject to bankruptcy, insolvency, reorganization, winding up or similar dissolution procedures, such occurrence will be deemed a material breach by

Boswin of this Agreement.

15.3 Boswin Compliance. Notwithstanding any other provision of this Agreement, Boswin may terminate or suspend this Agreement, in part or in full, immediately, if Boswin determines, in its sole discretion, that compliance with this Agreement would cause Boswin or any of its Affiliates to violate or potentially violate any Applicable Law to which Boswin or any of its Affiliates is or becomes subject to.

15.4 For Convenience. Boswin may terminate this Agreement without cause on giving 30 days' notice to Company.

15.5 Survival. Upon termination of this Agreement, the respective obligations of the Parties set out in this Agreement will cease other than obligations and rights of the Parties under **Clauses 9, 10, 12, 13, 14, 15 and 18** of this Schedule and those provisions which by their terms are intended to survive any termination (including payment obligations already accrued). Any amounts due and payable under **Clause 3** of this Schedule shall survive termination and continue to be due and until such amounts are paid in full by Company.

16. No Agency. Each Party confirms that it 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

17. Force Majeure. No Party, its Affiliates or agents will be held liable for any default, delay or failure in performing its obligations under this Agreement resulting directly or indirectly from acts of nature, forces or causes beyond such Party's, its Affiliates' or agents' reasonable control, including without limitation. (i) fire, flood, clement of nature or other act of God, (ii) outbreak or escalation of hostilities, war, riot or civil disorder, or act of terrorism; (iii) internet failure, computer, telecommunications, electrical power failure or any other equipment failure, (iv) labor dispute (whether or not employees' demands are reasonable or within

the Party's power to satisfy), (v) act or omission of a government authority prohibiting or impeding the affected Party (or its Affiliates or agents) from performing its obligations under this Agreement, including order of a domestic or foreign court or tribunal, governmental restriction, sanctions, restriction on foreign exchange controls, etc. or (vi) the nonperformance by a third party for any similar cause beyond the reasonable control of the Party (collectively, a "**Force Majeure Event**"). If a Force Majeure Event occurs, the non-performing Party will be excused from any further performance of the obligations affected by the event only for as long as the Force Majeure Event continues and only to the extent of such Force Majeure Event and the Party continues to use commercially reasonable efforts to resume performance.

18. Governing Law/Dispute Resolution.

18.1 This Agreement will be governed by and construed under Sri Lankan law, without regard to its principles of conflict of laws.

18.2 Any dispute, controversy or claim arising out of, in connection with or relating to this Agreement, including the interpretation, validity, invalidity, breach or termination, will be settled by arbitration. The arbitration will be conducted in Sri Lanka in accordance with the Sri Lanka National Arbitration Centre Administered Arbitration Rules in force when a Notice of Arbitration (as defined therein) is submitted in accordance with the said Rules. The number of arbitrators will be one (1). The arbitration will be conducted in English.

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

20. Entire Agreement This Agreement is the entire agreement between the Parties with respect to the subject matter hereof and supersedes any previous agreements and understandings.

21. Assignment. This Agreement and the rights and obligations of Company to this Agreement may not be assigned, transferred, subcontracted or delegated by Company, by operation of law or otherwise.

22. No Implied Waiver. The waiver by either Party of a breach or default of any provision of this Agreement by the other Party, or the failure on the part of either Party to exercise any right or privilege will not be construed as a waiver of any subsequent breach or default by the other Party, or as a waiver of any such provision, right, or privilege.

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

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

25. Participation of Boswin's Affiliates & others. Boswin may delegate or sub-contract any or all of its obligations under this Agreement to any of its Affiliates, agents or service providers, upon prior written approval of the Company, provided that Boswin remains responsible to Company for the performance of its obligations under the Agreement

26. Third Party Rights. A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Ordinance (or any equivalent legislation under Applicable Law) to enforce any term of this Agreement save that the obligations of the Company under this Agreement are owed to Boswin's Affiliates each of whom may enforce the terms of this Agreement against the Company.

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

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

Schedule C

TERMS OF USE

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

1. Responsibilities of Boswin

Boswin will use reasonable commercial efforts to perform the Boswin Services, including as follows:

- a. **Encryption** Subject to Clause 7 of this Schedule C, Boswin will provide the Company with encrypted access to the Boswin Platform, including but not limited to access to the Company's interface for transmission of Transaction information configuration of the safety transmission protocol.

2. Responsibilities of Alipay

- a. **Safeguarding.** Alipay will hold all amounts payable to Company under this Agreement separate from its corporate funds.
- b. **Bankruptcy.** If Alipay enters into bankruptcy or liquidation, Alipay will not voluntarily make the amounts payable to Company under this Agreement part of Alipay's bankrupted or liquidated assets, Company will have the right to collect such amounts in accordance with Applicable Law.

3. Responsibilities of DFCC Bank

- a. **Settlement Account.** For settlement process DFCC Bank is responsible to create settlement accounts for company and maintain them.
- b. **Settlement.** Settlement to Company is to be undertaken by DFCC Bank as per the settlement currency. Boswin is responsible to provide the settlement instructions daily to the DFCC Bank in conformity to the Merchant agreement.

4. Responsibilities of Company

- a. **Information Accuracy & Changes.** Company is responsible for ensuring that all of its information disclosed to Boswin in connection with this Agreement, is materially true, accurate and complete. Company will promptly inform Boswin of any action or event of which it becomes aware that has the effect of making materially inaccurate, any of Company's representations or warranties.
- b. **Company's Own Use/Fraud Prevention.** Company will only use the Boswin Services for its own business operations and in such manner as stated in this Agreement. Any use of Boswin's services (including the Boswin Services) by Company for the benefit of or on behalf of any third party, including any use of the payment interface provided by or on behalf of Boswin in connection with this Agreement, for performing any commercial or non-commercial services for platforms, websites, applications operated by or on behalf of any third party, is strictly prohibited. Company will ensure that the Boswin Services are not used for any purpose of account top-up, account transfer or any other purpose that is solely related to funds transfer without an underlying Transaction.

- c. **Transaction Management.** Company, including any of Company's computer software programs, software development kits (SDK) or service procedures, will use the Boswin Platform in accordance with this Agreement and will ensure its system meets the software requirements and service process provided by Boswin with respect to order handling and goods delivery or service provision, which may be updated from time to time. Boswin will not be responsible for any loss or damages due to the malfunction of Company's own system.
- d. **Boswin User Dispute.** Company will be solely liable for dealing with Boswin Users in relation to the complaints or rejections of Products initiated by such Boswin Users
- e. **Operational Maintenance.** Company shall facilitate the provision of Boswin Services at its own costs through keeping the relevant software and hardware of cashiers (including but not limited to Spot Payment scanner, physical circuits or networks) in a good operational condition and properly linking to Boswin's Platform.
- f. **Payment security.** Company will comply with all payment security requirements notified to the Company by Boswin.

5. Boswin Presentation Guidelines

Company shall display the brand or logo of Alipay in parity with all other forms of payment method accepted by Company, such as next to the point of sale at physical retail stores or on applications or promotional materials of Company (as applicable). In each case where payment options are featured for the purchase of Products.

Alipay's logo and content must be used only for the purpose of indicating acceptance of Alipay by the Company as a form of payment, unless otherwise authorized by Boswin. Company will present an accurate description of the Boswin Services in accordance with Boswin's guidance as issued from time to time.

6. Allocation of a Company Alipay ID. Boswin will allocate an account to Company, which is linked to the email address provided by Company ("Company Alipay ID"). The Company Alipay ID will be used to track Transaction records and information in relation to the Boswin Services. Boswin may, in its discretion, allocate an additional Company Alipay ID to Company after receiving notification that the Company

wishes to apply for a new Boswin account from Company's registered email address. Upon receiving the Company Alipay ID, Company will be solely responsible for changing the relevant default security credentials of the Company Alipay ID to ensure its Company Alipay ID is secure and confidential. Company is solely responsible for keeping the Company Alipay ID secure and for all activity, liability and damage

resulting from Company's failure to keep the Company Alipay ID confidential or secure. Company will immediately notify Boswin of any unauthorized use of the Company Alipay ID or any breach of its security. Company will not provide the Company Alipay ID credentials to any third party without Boswin's express written permission. Company agrees that all officers, employees, agents, representatives and others having access to the username and/or password have been duly authorized by Company to use the relevant Company Alipay ID on Company's behalf and to legally bind Company. Company will be responsible for all actions by current and former officers, employees, agents, representatives and others, regardless of whether authorized by Company, that access the Boswin Services using the Company Alipay-ID.

7. Downtime. Boswin's website (www.boswingroup.com) and Boswin's Platform are subject to maintenance, repair, inspections, modifications and improvements, during which the Boswin Services

may not be available. To the extent that any scheduled downtime adversely affect any Boswin Services provided to Company, such scheduled downtime will be notified by Boswin to Company with reasonable notice.

8. Cooperation.

- a. **Launch,** Boswin and Company will use commercially reasonable efforts to launch the Boswin Services in an efficient and cost-effective manner, which will include the implementation of the Boswin Services on the Company's Platform, the development of APIs, technical integrations, and data exchanges as necessary.
- b. **Joint Marketing.** In Boswin's discretion, Boswin and Company will discuss in good faith joint marketing programs to promote the Boswin Services. Any formal marketing programs may be implemented as the Parties may agree, but in any event no sooner than one month after the Company's Platform has been successfully configured to accept the Boswin Services as a means of payment by its customers.
- c. **Media Announcement,** As requested by Boswin in its discretion, Company will consult with Boswin in good faith to find the most appropriate way to announce the business cooperation between the Parties in the media and Company will share relevant Company-approved data to demonstrate success of the business relationship after six months of using the Boswin Services.

Appendix I

Marketing-Related Requirements

This appendix sets forth certain marketing-related obligations of the Parties as supplemented by the Alipay Marketing Guidelines for Offline Acquirers that is separately provided and updated by Alipay. The terms of the Alipay Marketing Guidelines are expressly incorporated into and form an integral part of this Agreement.

1. Cooperation and Joint Marketing.

Boswin and Company shall use commercially reasonable efforts to launch the Alipay Services in an efficient and cost-effective manner, which shall include the implementation of the Boswin Services on the Company's Platform, the development of APIs, technical integrations, and data exchanges as necessary. The Parties shall comply with the specific requirements on joint marketing and media announcement as set forth in the Boswin Marketing Guidelines for Offline Acquirer

2. Rights and responsibilities of Company.

A. Presentation of Alipay's and Boswin's Brand and/or Logo. Company shall display (if applicable), and Boswin shall procure that Company to displays any brand or logo of Alipay in accordance with the Alipay Acceptance Mark Display Guidelines as set forth in Alipay Marketing Guidelines for Merchants.

B. Assistance by Merchant's Staff. Company shall ensure that its store staff comply with the Training and Assistance of Store Staff set forth in the Alipay Marketing Guidelines for Merchants.

3. Derived Information

A. As between the Company, on the one hand, and Alipay, on the other hand, Alipay shall own all right, title and interest (including any Intellectual Property rights) in and to Alipay's Derived Information whether obtained or generated prior to, during, or after the term of this Agreement.

B. "Alipay's Derived Information" means any information relating to or derived from the Alipay Services, Alipay's Marketing Platform. Alipay's Platform, Alipay Wallet or Alipay's websites, including Alipay User's or third parties' access to, use of, or interactions with, any of the foregoing. It shall: (1) include, without limitation, information relating to the number and value of Transactions (including involving coupons), and Alipay User traffic and viewings of webpages and notices; and () exclude unprocessed form of Merchant's Marketing Information.

Appendix II

Prohibited Product List

1	Illegal political audio-visual products and publications
2	Illegal political program channels
3	State secret documents and information
4	Pornographic and vulgar audio-visual products, channels and publications
5	Pornographic and vulgar erotic services
6	Gambling devices and accessories
7	Lottery
8	Gambling service
9	Narcotics and related accessories
10	Weapons of all types (including daggers, firearms and accessories), replica weapons, ammunitions and explosives)
11	Military or police equipment
12	Illegally obtained proceeds or properties as result of crime
13	Poisonous or hazardous chemicals prohibited by Applicable Law and/or the laws of the People's Republic of China
14	Batons and electric batons
15	Lock picking tools and accessories
16	Anesthetic, psychotropic or prescription medicine prohibited by the People's Republic of China illegal unregistered medicine
17	Fetal gender determination
18	Aphrodisiac
19	Medical services, including medical consulting, hypnotherapy, plastic surgery
20	Hacking services or accessories
21	Malwares
22	Software or services that may jeopardize the reputation and goodwill Boswin or any of its Affiliates or related party
23	Illegal publication of certificates issuing or carving of stamps
24	Crowd funding
25	Video chatting services
26	All religious websites, publication or accessories
27	Online cemeteries and ancestor worshipping
28	Sales of personal information (e.g.: identity card information)
29	Espionage equipment and accessories
30	Services or products that infringe on personal privacy (e.g.: online activity monitoring)
31	Pyramid schemes and multi-level marketing
32	Gold investment
33	Cash disbursement from credit funding sources (e.g.: credit cards)
34	Counterfeit currency
35	Illegal sale of financial information (e.g.: bank accounts, bank cards)
36	Stock and securities
37	Mutual Funds
38	Insurance products and platforms

39	Financial products and services
40	Rebate or cashback services
41	Software or products related to trading of financial products and information
42	Single-purpose prepaid cards (including gift cards and other stored value cards)
43	Illegal or un-registered fund-raising activities
44	Foreign exchange services
45	Peer to peer (P2P) lending services
46	Payment by instalments service
47	Trading in invoices issued within the Peoples Republic of China
48	Trading or sale of virtual currencies (e.g.: Bitcoin, Litecoin)
49	Satellites and antennas
50	Archaeological and cultural relics
51	Trading or distribution of currency (both RMB and foreign currencies)
52	Counterfeit or replica food products
53	Online sale of tobaccos and cigarettes
54	Fireworks and firecrackers
55	Crude oil
56	Human organs
57	Surrogacy services
58	Services to facilitate plagiarism and examination fraud
59	Protected species
60	Smuggled goods
61	Sales of distribution of event tickets without license (e.g.: Olympic Games or World Expo tickets)
62	Seeds
63	Real estates
64	Charitable Organizations
65	Auction sites and services
66	Pawn services
67	Lucky draw
68	Sale of animals, plants or products with contagious and hazardous diseases
69	Sale of animals, plants or products originating from areas declared with an epidemic outbreak of contagious diseases
70	Services or products facilitating unlawful public gathering

As updated by Boswin from time to time

Appendix III

Definitions

In this Agreement, unless otherwise defined in the Agreement itself, the following terms have the following meanings (for both the singular and plural)

Affiliate	means:(a) a director, officer, partner, member, manager, executor or trustee of such person and (b) any person directly or indirectly controlling, controlled by, or under common control with, that person. 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;
Aggregate Payment Amount	has the meaning given to it in Service Application Form(D);
Alipay User	means an individual who has completed Alipay’s membership registration process and has opened an Alipay Account;
Alipay Wallet	means a digital wallet operated by Alipay, which has stored value funded through a variety of funding sources and enables Alipay Users to make Payment for Product on Company’s Platform;
Applicable Law	any law, regulation, rule, requirement, judgment, decree, order or directive, including, without limitation, any global, federal, country, state or local laws, rules and regulations and including those issued by governmental or regulatory authorities having jurisdiction over the relevant Party, that are applicable to a Party or its business or which the Party is otherwise subject to;
Boswin Account	means an account allocated to a Boswin User by Boswin upon completion of registration at Boswin's designated website at www.alipaysrilanka.com .Each Boswin Account is for payment and collection between Boswin and the applicable Boswin User;
Boswin's Platform	means the payment processing system developed by Boswin;
Boswin Services	has the meaning given to its in Clause I of Schedule A.
Boswin User	means a company or an individual who has completed Boswin’s membership registration process and has opened a Boswin Account;

Company Alipay ID	has the meaning given to it in Clause 5 of Schedule C;
Company's Platform	means the platform on which Company uses the Boswin Services, as set forth in the Service Application
Data Compromise	means any loss, theft, unauthorized access of revealing of any personal data of Boswin Users or data related to Transactions held by the Company (including its employees, agents, sub-contractors and others acting on its behalf)
Effective Date	means the date or the later of the dates (if different) on which this Agreement is executed by both Parties and in the event an electronic version of this Agreement is made available online the date on which Company clicks the button 71 Agree or similar button;
Funds Available for Settlement	means the aggregate amount of Payments processed/collected by Alipay with respect to all Transactions yet to be settled to the Company;
Indicated Consent	has the meaning given to it in Clause E of the Service Application Form;
Intellectual Property	means any (i) copyright, patent, know-how, domain names, trademarks, trade names, service marks, brand names, corporate names, logos and designs (whether registered or unregistered) and all associated goodwill;(ii) applications for registration and the right to apply for registration for any of the same; and (iii) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world (including its application programming interfaces);
Machine-Readable Medium	means a medium capable of storing or accessing data in a format readable by a mechanical device via barcode code or other relevant technology
Net Settlement Amount	has the meaning given to it in Clause 3(c) of Schedule A;
Payment	means the payment representing the relevant Transaction Value made or to be made by a Alipay User for the purposes of completing the relevant 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 goods, products, services and for items that Company makes available for sale

	to any person, including Alipay Users or Boswin's Platform;
Prohibited Products	has the meaning given to it in Clause 6(c) of Schedule A;
Prohibited Transaction	has the meaning given to it in Clause 6(c) of Schedule A;
Refund	means, as appropriate, either (i) the process whereby a Payment already made by a Alipay User is credited, in whole or in part to that Alipay User as instructed by Company or (ii) the amount of such returned funds.
RMB	means Ren Min Bi being the lawful currency of the PRC.
Service Application Form	means the 'Service Application Form' at the beginning of this Agreement or its online equivalent, if any, at the Boswin website.
Service Fee(s)	has the meaning given to it in Clause 2 of Schedule A
Settlement Currency	means the currency selected by Company in the Service Application Form;
Settlement Funds	means the amount equal to the Funds Available for Settlement less any Service Fee payable and any other amounts which Boswin are entitled to withhold, deduct or set-off in accordance with this Agreement, which is payable to Company in accordance with this Agreement;
Settlement Limit	means, with respect to the Settlement by Amount settlement option, the limit specified by Company in the Service Application Form that will trigger settlement in accordance with Clause 3 of Schedule A, as nominated in the Service Application Form,
Spot Payment	means a Payment in relation to a Transaction which is: <ol style="list-style-type: none"> 1) initiated by a Merchant by scanning the barcode for other machine-readable format) generated in the Alipay app on a Alipay User's portable device by a device capable of accessing Machine-Readable Medium; or 2) initiated by an Alipay User by scanning the Merchant's barcode (or other machine-readable format) using the relevant scanning feature in the Alipay app using Alipay User's portable device capable of accessing Machine-Readable Medium, to enable Alipay Users to make cashless Payments to the Merchant using their Alipay Account;

Tax	means all federal, state, provincial, territorial, county, municipal, local or foreign taxes, including but not limited to sales, use, license, excise, goods 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. For the avoidance of doubt, reference to "Tax" excludes any of the foregoing which are (i) franchise taxes, or (ii) property, personal property or rental taxes, or (iii) other taxes not applicable on the Service Fee or Settlement Fee (collectively "Excluded Taxes").
Term	means, as appropriate, either the Initial Term or any Renewal Term, each as defined in Clause 15 of Schedule B;
Transaction	means the sale and purchase transaction of Product(s) by an Alipay User from the Company, payment for which is affected using Spot Payment
Transaction Evidence	means such evidence as Boswin reasonably requires, including the names and prices of the Product(s) to which the disputed Payment relates, together with relevant proof that the Product(s) have been properly delivered or rendered to the Alipay User, and, without limitation, video footage (e.g.). Transaction receipt and the name and contact information of the Alipay User who used Spot Payment to make Payment for the Product (if collected by the Company)
Transaction Funding Channel	has the meaning given to it in Clause I(b) of Schedule A
Transaction Value	means, with respect to each Transaction, the amount (including any discount) payable by the Alipay User to the Company in respect of the relevant Product(s):
Unauthorized Payment	means any Payment that has not been authorized by the relevant Alipay User; and
Working Day	means a day (other than a Saturday or a Sunday or any public holiday) on which banks generally are open in Sri Lanka, Hong Kong and the PRC for the transaction of normal banking business.