**WEIXIN PAYMENT CROSS-BORDER ACQUIRING SERVICE AGREEMENT**

**(INSTITUTION MODEL)**

**INSTITUTION: (hereinafter referred to as “Institution”)**

**TENPAY: Tenpay Payment Technology Co., Ltd. (hereinafter referred to as “Tenpay”)**

**WHEREAS，**

1. Tenpay, a leading payment platform launched by Tencent, is dedicated to provide efficient and professional cross-border online and offline payment service to global e-commerce users;
2. Institution as an acquire license holding company within the designated country or area where Institution registered, is willing to expand the Merchants for Tenpay and is willing to offer Merchant a suite of Weixin Payment Cross-border Acquire Service for trading of Merchant’s products or services (collectively, **“Products”**)；
3. Under Wexin Payment Cross-border Service, a Client may use RMB currency to purchase the Products sold by the Merchant typically show in local currency, and the Merchant may receive transaction funds for the Products in the corresponding foreign currencies from Institution；

**The Parties enter into this Agreement based on the principles of equality and free will.**

1. **DEFINITIONS**

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

**1.1 Weixin:** means the cross-platform communication tool 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.

**1.2 Weixin Public Platform:** means the internet technology service platform provided to the Merchant, which is used to publish or release information and communicate or interact with its customers.

**1.3 Weixin Public Account:** means the account registered by a Merchant on the Weixin Public Platform, which is used to log onto the Weixin Public Platform.

**1.4 Weixin Payment Service:** means the third-party payment system and funds transferring services provided by Tenpay via Weixin, including online and offline Weixin payment.

**1.5 Weixin Payment Cross-border Acquiring Service:** means Institution as Weixin Payment acquirer offers Merchant acquiring services to retail and service businesses allowing them use Weixin Payment Service, and provides funds settlement service to Merchant allowing them receive the corresponding currency of purchase price for goods and services.

**1.6 Merchant:** means a merchant expanded by Institution in accordance with this Agreement and successfully entered into an acquiring service agreement with Institution.

**1.7 User/Customer:** means a buyer who purchases products or services by using the Weixin Payment Service.

**1.8 Weixin Payment Merchant Account:** means the account allocated to Institution by the payment system of Tenpay, which is used to store the identification and transaction information of Institution, so as to process the transaction instructions of Institution. It is allowing Institution to enquiry or calculation of pre-payments, trade receivables and payables. The Merchant Account will be directly bundled with the legitimate bank account provided by the Institution.

**1.9 Weixin Payment Merchant Platform (hereinafter referred to as Merchant Platform):** means a software system for Institution that is developed and maintained by Tenpay **(URL: http:/pay.weixin.qq.com)**. Institution may use relevant functions available in such system, such as managing its Weixin Payment Merchant Account and conducting marketing and promoting activities. The scope of services available on Merchant Platform is subject to change from time to time according to the actual needs of Tenpay.

**1.10 Merchant Platform Login Account:** means the account assigned to Institution for the purposes of enabling Institution to login to the Merchant Platform and manage and conduct operations in its Merchant Account. If Institution’s application for Merchant Account is successful, Tenpay will send an email to Institution’s email address provided in this Agreement, and provide the Institution with Merchant Platform Login Account and the initial password. Institution can change the aforesaid initial password on the Merchant Platform, set up multiple related login accounts and corresponding passwords according to its own needs, and stipulate its operation permission rules so as to manage and conduct operations in its Merchant Account.

**1.11 Safety Certificate:** means a secure document applied by Institution with its Merchant Account and issued by Tenpay, containing the identity information of Institution and Weixin Payment Cross-border Service system authority (including account enquiries, transfer funds or chargeback, etc.). Institution may make Safety Certificate as digital signature to verify electronic instruction with Tenpay.

**1.12 Acquiring Device:** means the device with communication function, which installed by the Merchant expanded by Institution and can be used to scanning or to displaying QR code or barcode, it can be used to interacting with financial transaction information and the exchange information according to the payment order, including online payment and offline payment.

**1.13 Business Day:** means a day (other than a Saturday, Sunday or public holiday) on which both Parties are open for general business.

**1.14 Relevant Country:** including the country and region where Institution is registered, the country and region where Institution business activities are involved, and the People’s Republic of China.

1. **CONTENTS OF SERVICE**

2.1 Tenpay provides Customer with Weixin Payment Service, when Customer willing to purchase goods or services from Merchant, Customer can complete the payment transaction through Weixin Payment. Weixin Payment service provides following payment scenarios to merchant to apply for one or more. However, the actual payment services provided to Merchant are granted at the discretion of Tenpay.

1. In-App Web-based Payment: means one of the Weixin Payment services used by Weixin users under the Weixin Public Account while the goods or services are displayed through Weixin Public Platform.
2. In-APP Payment: means the Merchant may embed a store inside its official app (application) to display goods and services, while Weixin user interacts with the app to purchases through Weixin Payment service.
3. QUICKPAY: Merchant initiates the Weixin Payment Service by scanning the QR code on Users’ devices, while the goods or services are displayed in the Merchant’s offline store。
4. QR Code Payment: means that Users initiate the Weixin Payment Service by scanning the QR codes provided by Merchant.

2.2 Institution shall act as an acquiring institution of Weixin Payment Cross-border Service, shall expand Merchants and coordinating the acquiring hardware and software systems, and shall provide funds settlement to Merchant based on the actual monetary amount of transactions.

2.3 Weixin Payment Cross-border Acquiring Service can only be used for goods or services registered with Tenpay, and amount of each order shall not exceed the trading limit specified by Tenpay.

2.4 Tenpay is entitled to adjust the Merchant’s transaction trading limit in accordance with the types of goods or services provided by Merchant and the risk profile of the Merchant’s business activities.

1. **SECURITY CLAUSE**

**3.1 Safekeeping of Password, Personal Identification Number (PIN) and Safety Certificate**

3.1.1 Institution shall take effective measures to properly keep its Password, Personal Identification Number (PIN) and Safety Certificate provided by Tenpay, and shall not provide them for use by or disclose to any party in any manner whatsoever. The Merchant Account of Institution is a valid proof for Tenpay to confirm the identity of Institution. Institution shall be solely responsible for all operation under the Merchant Account of Institution.

3.1.2 Institution shall be responsible for managing and maintaining the Password, PIN and the Safety Certificate of the Merchant Account of Institution. The password set by Institution should not be too simple to avoid any illegal use by any party. Institution shall maintain effective technical protection for the device keeping the Safety Certificate to ensure that it is safely kept and used. Institution shall take initiative to renew or extend the term of the Safety Certificate with Tenpay before its expiry.

**3.2 Notification of Leak of Password, PIN and the Safety Certificate**

3.2.1 If Institution has leaked the Password, PIN and the Safety Certificate or such Password, PIN and the Safety Certificate are subject to unauthorized use such as being stolen or assumed etc., Institution shall immediately report to Tenpay.

3.2.2 Upon receipt of formal notification of leak from Institution, Tenpay is entitled to, after verifying the identity information of Institution remain available, proceed with the procedures for formal notification of leak for Institution. The formal notification of leak shall take effect upon the time at which Tenpay expressly notifies Institution by email that “the formal notification of leak has taken effect”. Institution shall be liable for consequences of all operation under the Merchant Account of Institution before the formal notification of leak has taken effect. The account payment function of the Merchant Account of Institution will be suspended after the formal notification of leak has taken effect, but account receivables (if any) can still be remitted into such account.

**3.3 Effective Means for Submission or Cancellation of Notification of Leak**

Upon notification of leak and cancellation of notification of leak, the Parties shall communicate with each other by telephone number or e-mail address specified in this agreement. Institution acknowledges that, in order to avoid any malicious notification of leak or cancellation of notification of leak, Tenpay only recognizes the notification of leak through effective means mentioned above.

**3.4 System Security**

The Parties shall ensure the security of their respective computer systems and the related procedures, and undertake that their respective computer systems and the related procedures are free from “trapdoor”, “logic bomb”, “data theft” and any software may threaten the system security of the other party.

1. **RIGHTS AND OBLIGATIONS OF INSTITUTION**

4.1 Institution shall honestly and truthfully provide information on the qualifications of Institution and Merchants expanded to Tenpay, including but without limitation to basic information on business and operation, business license (or an identification documentation issued by a competent administrative certifying that the company is legally registered in accordance with the laws of its place of registration), ICP(Internet Content Provider) License, identification of the contact person or authorized representative, the letter of settlement bank account information, corporate e-mail address (other than personal e-mail account). Moreover, if Institution, together with the Merchant expanded by Institution, is engaged in the business which needs to obtain special license in accordance with the laws or regulations of relevant country or region where Institution located, Institution should also provide the relevant qualification documents.

4.2 Institution warrants that the abovementioned information and documents submitted to Tenpay are true and correct.

4.3 Institution is responsible for the development, procurement and installation of Acquiring Device, bear the resulting equipment cost and communication cost, and ensure the safety of Acquiring Device system. Institution should be specificly refer to technical details such as data transmission protocol, security mechanism, hardware requirement and physical connection etc. Institution should strictly take accredited technical certification with authority and Tenpay's recognition to ensure the safety and confidentiality of information during the data transmission process payment by Acquiring Device, avoid using equipment or human resources may impede the security and confidentiality, requirements of acquiring equipment installation include:

(1) Acquiring Device position should be stable, safe and easy to operate;

(2) Acquiring Device should avoid direct sunlight, high temperature, damp or near the strong magnetic field;

(3) power supply, communication lines should be consistent with the Acquiring Device application;

(4) other conditions required for normal use of acquiring equipment.

If the installation conditions do not meet the above requirements, which result in Institution cannot provide Weixin Payment Cross-border Acquiring Service, it will be Institution's responsibility, Tenpay is not responsible for the result.

4.4 Institution and Merchant shall use the Acquiring Device within the scope of the Agreement. Without Tenpay's written consent, Institution and Merchant shall not to transfer, rental, lend, mortgage, pledge, lien or in any other way to dispose of the Acquiring Device. Institution shall ensure that the Merchant can not transfer the Acquiring Device arbitrarily or move it to the other place of business or exchange between different cashier, otherwise, Institution shall take responsibility on any directly economic losses incurred to Customers and Tenpay.

4.5 Institution shall request the Merchant to paste, display, hang and maintain “Weixin Payment” logo accepted identifying in a prominent position of the Acquiring Device, business place or official website. Institution shall ensure that the Merchant will not to use “Weixin Payment”, “Tenpay” and related business logos and trademarks for any other purposes.

4.5 Institution and the Merchant shall only use the Acquiring Device and the acquiring bank settlement account for the purpose in accordance with the Agreement, and shall not engaged in or assist others for any commercial fraud or illegal activities.

4.6 Institution shall and shall ensure Merchant shall not to charge Customers any additional fee, or provide lower service for using Weixin Payment Service.

4.7 Institution shall and shall ensure Merchant to guarantee the legal qualification or aptitude to fulfill this Agreement, and both Institution and Merchants shall not use the Weixin Payment Service beyond Institution and Merchants’ business scope respectively.

4.8 Institution shall provide its customer services telephone number to Users.

4.9 All information released and commercial activities conducted by Institution and Merchant shall comply with the applicable laws and regulations, foreign exchange policy of People Republic of China and the country or region where Institution located. Institution and Merchants shall be responsible for the corresponding liabilities including all complaints, return of goods, disputes arising from any false, obsolete, incorrect or omitted information.

4.10 Institution shall ensure that the order processing and services providing procedures on Institution’s platform match the defined settlement process on Weixin Payment Service.

4.11 Institution shall and shall ensure Merchant to ensure the truthfulness, accuracy, completeness and authorization of transaction information provided in purchase orders. Where loss is caused to Tenpay or Users as a result of, inter alia, untruthfulness, inaccuracy, incompleteness and authorization of Users’ purchase orders or incorrect operation of Institution or Merchant, Institution or Merchant shall assume liabilities accordingly.

4.12 Institution shall and shall ensure Merchant to keep properly the original receipts and relevant transaction record for at least five years from the date of transaction.

4.13 Institution shall not and shall ensure Merchant not to initiate or assist users in engaging in any illegal activity, inter alia, cash advance, money-laundering by credit cards, or breaking the transaction into several purchases. No acts involved in serious risks, inter alia, false application, skimming, malicious closure are allowed, otherwise, Tenpay shall be entitled to report the suspicious transaction information to the People’s Bank of China and relevant regulatory authorities’ mandatory required. Institution shall and shall ensure Merchant to ensure that any transaction initiated through Weixin Payment Service is made in a true and lawful background, Institution shall and shall ensure Merchant to provide sufficient evidence to prove the existence of the trading relationship between the Users and Merchant.

4.14 Institution agrees that Institution shall and ensure Merchant actively take precautions against unauthorized transaction of Customers, and promptly resolve all problems and issues relating to customer service. In the event that Tenpay or any Users suffers any loss arising from the circumstances in the course of transaction, including but not limited to fake, fraud, theft, disguised transaction, denial of transaction, chargeback, account information leakage, violation of applicable state laws, rules and regulations, breach of commitments to customer, breach duties prescribed in this Agreement, Institution and Merchant(s) shall cooperatively investigate the cause of claims, and shall be responsible for such claims. In the event that Institution and Merchant(s) delay in resolving these claims, Tenpay shall be entitled at its own reasonable discretion to debit directly an amount equivalent to the loss from the settlement payment payable to Institution.

4.15 Without the written consent of Tenpay, Institution shall not and ensure Merchant not to reveal, transfer, with or without paid for any third party to usage of Tenpay’s interface technology, security protocols and certificates. Meanwhile, Institution shall not deduct or adjusting resources (such resources including but not limited to customer information, transaction data, acquiring devices, promotion and marketing materials) dedicated to Weixin Payment Cross-border Acquiring Service for other purposes beyond this Agreement.

4.16 Without the written consent of Tenpay, Institution shall not and shall ensure Merchant not to take in any manner to collection, retention or use Customers' information, otherwise, Institution and Merchant(s) will be liable for all losses incurred by the Users and Tenpay.

4.17 Institution shall not and shall ensure Merchant not to revers engineer to decipher all systems, including but without limitation to software, payment systems, and applications developed by Tenpay. Institution shall not and shall ensure Merchant not to copy, amend, edit, consolidate and alter the such systems, including but without limitation to source program, object program, software files, data processing in local computer storage devices, data from terminals of clients to servers, server data. Institution shall not and shall ensure Merchant not to amend the original functions of or add further functions to the such systems without written consent of Tenpay.

4.18 In the event that Institution involve with relocation, suspension of business, change of domain name, telephone number and other information which Institution fill in when submitting their application form, Institution should inform Tenpay twenty(20) working days in advance by given written notice. Tenpay shall be entitled to suspend Weixin Payment Service if Institution fails to notify within such twenty(20) days. If any loss has occurred to Tenpay since Institution fails to deliver the notification within such twenty(20) days, Institution shall be liable for the loss.

4.19 Institution shall provide Tenpay with information on the new potential Merchant(s) or change of Merchant(s) in the previous month by e-mail specified in this Agreement before the 5th day of each month, including but without limitation to the names, details of business, contact person of Merchant, as an attachment to the Agreement for filing by Tenpay. Institution shall be liable for all losses suffered by Tenpay arising from failure in promptly providing such information.

4.20 Institution shall conduct the Know Your Customer (**“KYC”**) and Anti-Money Laundering (**“AML”**) in accordance with the laws and regulations of the country or region where Institution located. Institution is required to maintain policies, procedures and internal controls in the areas of money laundering and terrorist financing prevention, customer identification, and the monitoring and reporting of suspicious activities by its customers, sufficient to satisfy Tenpay that the Institution is not being conducted in circumstances that would in any way facilitate money laundering or the financing of terrorist activities, or pose a money laundering, terrorist financing or other regulator risk to Tenpay. Such policies, procedures and internal controls shall at a minimum adequately cover the following areas: “Know Your Customer” check (including screening of potential and existing merchants); transaction monitoring; training; record retention; suspicious activity reporting; background checks on the owner, members of the management board, direct or indirect shareholders, holding companies, directors, officers and employees of Institution.

1. **RIGHTS AND OBLIGATIONS OF TENPAY**

5.1 Tenpay is responsible for the development, operation and management of Weixin Payment Cross-broader Service Platform. Details of the Terms and Conditions of Weixin Payment Cross-broader Service Platform are set out on the website of Tenpay. Except as otherwise provided by the Law, Tenpay is entitled to add, decrease or otherwise change any of Terms and Conditions of Weixin Payment Cross-broader Service Platform from time to time. When the relevant changes to these Terms and Conditions, Tenpay will give reasonable time to public announcement on the website of Tenpay unless such changes are not within Tenpay’s control. If Institution does not notify Tenpay with opposing opinion in writing and cease to use service provided by Tenpay prior to the expiration of such announcement，it shall be deemed to have agreed to such changes or amendment.

5.2 After this Agreement takes effect, Tenpay shall provide Merchant Account and Safety Certificate services to Institution.

5.3 Tenpay shall be solely responsible for complaints and disputes related to payment system, settlement system and remittance problems. Any complaints and disputes between Institution and Merchant, between Merchant and Customer, and related any third party shall be borne by Institution solely.

5.4 Tenpay shall present service telephone number for business enquiry and contact to answer questions encountered by Institution or Merchant when using the Weixin Payment Service.

5.5 Tenpay shall provide Institution with the required information and guidance relating to interface technology, files necessary for the performance of this Agreement. Tenpay shall be responsible for such system's maintenance and provide free upgrade service to Institution promptly.

5.6 If Institution or Merchant fails to promptly notify Tenpay of any change or termination of its business or contact method, or Tenpay receives no response from Institution or Merchant within three(3) working days after contacting Institution or Merchant, Tenpay shall be entitled directly refund to the Users, request for refund from the Users, that payments already made by the Users but not yet settled with Institution.

5.7 Tenpay shall not reverse engineer to decipher all systems and procedures including but without limitation to software systems and procedures of Institution, and shall not copy, amend, edit, consolidate and alter the systems and procedures abovementioned (including but without limitation to source program, object program, software files, data processing in local computer storage devices, data from terminals of clients to servers, server data) and shall not amend the original functions of or add further functions to the software system provided by Institution.

5.8 Tenpay is entitled to regularly or irregularly review the business types of the Merchant，in case of any change of information or business of Institution and Merchant. If the Merchant engages in any business activity that does not satisfy its obligations under this Agreement or comply with applicable laws and regulations, Tenpay is entitled to require the Institution to suspend or terminate the provision of the service.

5.9 The Institution knows and agrees that Institution provides Weixin Payment Cross-border Acquiring Service shall be deemed as authorizing Tenpay to collect and reasonable use any information and data, including but not limited to identification, account information, transaction records, Tenpay is entitled to apply the information and data to the business development and products improvement in order to provide a better service,

1. **FINANCIAL ARRANGEMENT**

**6.1 Weixin Payment Cross-border Acquiring Service Fee**

6.1.1 In consideration for Weixin Payment Cross-border Acquiring Service provide by Institution under this Agreement, Institution shall pay Tenpay the fees according to each transaction under the Merchant Account of Institution.

6.1.2 Weixin Payment Cross-border Acquiring Service Fees shall be a sum equal to each transaction amount completed by Institution under its Merchant Account multiplied by Charge Rate for Weixin Payment Cross-border Acquiring Service. The Charge Rate is listed in Appendix I.

6.1.3 Tenpay shall be entitled to debit directly the abovementioned Weixin Payment Cross-border Acquiring Service Fees from each transaction amount under the Merchant Account of Institution.

6.1.4 The Parties acknowledges and agrees that, when calculating Weixin Payment Cross-border Acquiring Service Fees, the minor discrepancies that might arise from rounding down or up to two decimal places.

6.1.5 If there is policy adjustment in relation to this Agreement from the People's Bank of China, relevant regulatory authorities or cooperation institutions or there is any change in law or regulation which may impact on performance of this Agreement, Tenpay is entitled to unilaterally adjust the Charge Rate for Weixin Payment Cross-border Acquiring Service and shall notify Institution by written notice. Institution acknowledges and agrees that Institution have not raise written objections to the adjusted Charge Rate for Weixin Payment Cross-border Acquiring Service within five working days after receiving the written notice from Tenpay, the adjusted Charge Rate will apply.

**6.2 Deposit**

6.2.1 Tenpay shall be entitled to require Institution to pay the deposit. If Tenpay decides to collect deposit from Institution, Institution shall pay the prescribed deposit for the business within ten(10) working days after signing of this Agreement, the deposit should be deposited in the specified account designated by Tenpay.

6.2.2 Tenpay shall be entitled to adjust the deposit amount to be paid by Institution on the basis of Institution’s operation, development of business and default payment, with written notice to furnish. If Institution fails to furnish the amount of deposit within five (5) working days after receiving the notice, Tenpay will be entitled to suspend Weixin Payment Service to Institution. If Institution fails to furnish the amount of deposit within thirty(30) working days after receiving the notice, Tenpay may unilaterally terminate this Agreement without assuming any legal responsibilities.

6.2.3 During the term of this Agreement, if Institution does not breach the Agreement and that no complaint or transaction dispute is lodged by a third party against Institution within one (1) year after this Agreement has been terminated, Tenpay shall refund the deposit to Institution without interest.

6.2.4 If Institution is in violation of applicable laws, regulations, policies and legal orders, breach of its undertakings to the customers or breach of this Agreement, which results in damages to the Users or Tenpay, Tenpay shall be entitled, with reasonable justification, to directly draw the deposit paid by Institution to compensate the Users or Tenpay for their loss claims. Tenpay may directly deduct from Institution’s funds to be settled in case of the deposit is insufficient for the compensation.

**6.3 Settlement**

6.3.1 Tenpay shall, after deducting all service fees payable to Tenpay from the corresponding transaction payment of Institution, remit the balance to Institution by way of electronic remittances transfer to the bank account designated by Institution in such currency agreed by the Parties. The Institution’s bank account and currency is listed in Appendix I.

6.3.2 In case of Institution changes the bank account for any reason, Institution shall promptly give a written notification to Tenpay of such change and provide any other information required by Tenpay. If Institution changes the bank account but fails to promptly notify Tenpay, any additional costs or losses so incurred shall be borne by Institution.

6.3.3 The payment transaction data shall be kept for six(6) months on service platform of Tenpay and available for free access and download by Institution. Institution shall promptly download the transaction data and file the same.

6.3.4 Settlement Period: Settlement shall be made based on T+1, which means a transaction on T day shall be settled on T+1 (in case of a statutory public holiday at the place where Tenpay is located, settlement shall be made on the day following the statutory public holiday).

6.3.5 Unless otherwise provided in Appendix I of this Agreement, the minimum amount of transfer to Institution by Tenpay is US$5,000 or its equivalent in other currencies. If the settlement payment to Institution is less than US$5,000 or its equivalent in other currencies in any settlement period, such settlement payment will not be remitted to Institution and will be accrued to the next settlement period (Special note: Due to fluctuation of foreign exchange rate, Tenpay shall be entitled to make the transfer to Institution even if the amount of transfer is less than the minimum amount mentioned in the above).

6.3.6 Institution acknowledges and agrees that the actual time of receipt of payment time is subject to operation and period of settlement of the intermediary banking system.

6.3.7 The handling fee of transfer shall be shared between the Parties, i.e. the handling fee for transfer of settlement payment receivables by Institution from the PRC banks to a foreign bank shall be borne by Tenpay, and all other charges such as the costs of intermediary banks or receiving banks shall be borne by Institution.

**6.4 Refund**

6.4.1 Institution shall not and shall ensure Merchant not to refund to Customers directly in any way, otherwise, the resulting disputes and risk are borne by Institution and Merchant accordingly.

6.4.2 Any refund arising from the transactions of Merchant will be handled in accordance with the following provisions:

(1) When Institution making a request to Tenpay for refund, the Institution shall have sufficient unsettled funds for the refund in its Merchant Account Number, Tenpay will complete the refund by directly deducting the refund amount from the unsettled funds of Institution;

(2) If the refund cannot be deducted as a result of the insufficient balance of unsettled funds, Institution shall make refund request to Tenpay again until the amount of unsettled funds are sufficient to be deducted;

(3) Refund period shall be ninety (90) calendar days;

(4) Tenpay will not charge for transaction handling fees. However, if the intermediary bank requires Tenpay to pay for the relevant fees, such fees shall be borne solely by Institution, and Tenpay may pay such fees in advance for Institution and then deduct from the unsettled funds.

**6.5 Chargeback**

6.5.1 For any inquiry notices and requests for orders from Tenpay, Institution shall reply and provide the original receipts and relevant transaction record to Tenpay via e-mail within three(3) working days after receiving such notice from Tenpay.

6.5.2 Institution shall and shall ensure Merchant to assist Tenpay in handling properly in relation to Users’ complaints on payment service, and coordinate to implement suggestions put forward by Tenpay.

1. **AUTHORIZATION TO USE TENPAY TRADEMARKS**

7.1 All uses of the Tenpay trademarks, including without limitation all marketing, promotional and advertising materials used in connection with the Weixin Payment Cross-board Acquiring Service, shall be subject to Tenpay’s written approval in order to determine whether such materials are consistent with the Tenpay brand. Institution will send copies of all materials which contain uses of the Tenpay trademarks to Tenpay in advance of their use at the e-mail address indicated in this Agreement.

7.2 During the term of this Agreement, misuse or unauthorized use of the Tenpay licensed marks occurs in country or region where Institution located, Institution shall, promptly upon learning thereof, notify Tenpay in writing, setting forth the facts in reasonable detail. Institution agrees that Tenpay shall have the sole right to determine whether any action，proceeding or claim brought by Tenpay to terminate such misuse or unauthorized use.

1. **CONFIDENTIALITY OBLIGATIONS**

8.1 **“Confidential Information”** shall mean: (a) all business, technical, financial, administrative, customer, marketing, legal, economic and other information disclosed (directly or indirectly) by one party (the **“Disclosing Party”**) to the other party (the **“Receiving Party”**) (whether verbally, in writing, in computer readable form or by any other means, whether before or after the Effective Date), or which comes to the attention of the Receiving Party in carrying out the Purpose; (b) any other information which may from time to time be identified by the Disclosing Party as being of a confidential nature and as being subject to the terms of this Agreement; (c) the existence of this Agreement, its terms, the fact that the Parties are discussing the Purpose, and oral and written communications between the Parties regarding the Purpose (including any proposed terms of the Purpose); and (d) all documents that contain or reflect or are generated from any of the foregoing and any copies of any of the foregoing.

8.2 The foregoing obligations shall not apply to Confidential Information relating to the Disclosing Party which the Receiving Party can establish to the Disclosing Party’s reasonable satisfaction:

(a) is in the public domain at the time of disclosure or later becomes part of the public domain through no fault of the Receiving Party; or

(b) was known to the Receiving Party prior to disclosure by the Disclosing Party without any obligation to the Disclosing Party to hold it in confidence, as proven by the written records of the Receiving Party; or

(c) is 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

(d) was independently developed by or for the Receiving Party without reference to the Confidential Information as proven by the written records of the Receiving Party.

8.3 The Receiving Party shall keep all Confidential Information received from the Disclosing Party as strictly confidential and shall not reproduce, or disclose or distribute it in whole or in part, directly or indirectly (or permit any of the foregoing) to any third parties or the Receiving Party’s employees without prior written permission from the Disclosing Party, except that the Receiving Party may disclose the Disclosing Party’s Confidential Information to those employees and third-party advisers of the Receiving Party as necessary for carrying out the Purpose. Such third-party advisers and employees will be informed of the terms of this Agreement and the Receiving Party shall procure that such third-party advisers and employees adhere to the terms of this Agreement.

8.4 In addition, Institution recognizes that Tenpay is part of a group of multiple legal entities and that it may be necessary for Tenpay to provide the Confidential Information to its Affiliates (as defined below). For this purpose, Institution agrees (both as the Disclosing Party and as the Receiving Party hereunder) that:

(a) Tenpay may disclose the Confidential Information to its Affiliates but only to the extent that such Affiliate has a need to know for the purpose of carrying out the aforementioned Purpose; and

(b) disclosure by or to an Affiliate of Tenpay shall be deemed to be a disclosure by or to Tenpay itself; and

(c) Tenpay shall be responsible for the observance and proper performance by all of its Affiliates of the terms and conditions of this Agreement; and

(d) Tenpay may disclose Confidential Information to its subcontractors but only to the extent that such subcontractor has a need to know for the purpose of carrying out the aforementioned Purpose and provided that such subcontractor accepts confidentiality obligations at least as restrictive as those contained in this Agreement.

For the purpose of this Agreement, “Affiliate” shall mean any entity directly or indirectly Controlling, Controlled by or under common Control with Tenpay **“Control”**, including related terms such as **“Controls”**, **“Controlling”**, **“Controlled by”** or **“under common Control with”** means the possession, now or hereafter, directly or indirectly, of the power to direct or cause the direction of the management and policies of the controlled entity, whether through the ownership of voting securities, by contractual arrangements or otherwise, and without limiting the generality of the foregoing, such ability shall be deemed to exist when any entity holds or controls voting proxies with respect to at least fifty percent (50%) of the outstanding voting securities or other ownership interests of the controlled entity.

8.5 All material embodying Confidential Information or relevant or related thereto whether or not supplied by the Disclosing Party, including, without limitation, rejected drawings, scrap papers, photographic negatives, or computer input or output, and including all copies or reproductions of any kind shall be returned or destroyed within (10) business days upon receipt of written request of the Disclosing Party, or the expiration of the Purpose (except where the Receiving Party is under a duty to keep such Confidential Information under applicable law). The Receiving Party thereafter shall not use the Confidential Information for any purpose whatsoever.

1. **FORCE MAJEURE**

9.1 Force majeure means an event that is unforeseeable, unavoidable, insurmountable and beyond the reasonable control of the affected party. If any event of force majeure affects the performance of this Agreement, the affecting party shall immediately notify the other party with written notice. According to the force majeure’s impact on the performance of this Agreement, the Parties shall determine whether to release this Agreement, exempt the performance responsibility in part, or delay the performance. In the event that a Party fails to perform the Agreement due to force majeure, it shall promptly take measures to prevent further loss, and promptly notify the other Party in writing to mitigate the loss that may cause to the other Party; otherwise, such Party shall indemnify the other Party against further loss incurred.

9.2 Due to the special nature of the network, either party shall be exempted from liability for indemnification in any of the following circumstances that may affect the normal operation of the network:

(1) hacker attack, or computer virus attack or in activation;

(2) computer system being destroyed, paralyzed or unable to operate in normal condition;

(3) technological adjustment or breakdown in telecommunications department;

(4) temporary suspension of service or discontinuation of service of either party as required by any government authority;

(5) other reasons caused by intermediary banks or telecommunication service providers but neither party;

(6) adjustment made by either party due to changes in laws and regulations.

9.2 In the event of any circumstances above mentioned, either party shall immediately notify the other party in writing, and produce valid certification and documents explaining the reasons for non-performance, failure in full performance, or delayed performance. The Parties shall decide again whether to continue to perform the Agreement or terminate early the Agreement in light of the extent of effect on the performance of the Agreement.

9.3 In the event that Weixin Payment Cross-border Payment Service is prohibit，pause or stop to provide under the laws and regulations of the People's Republic of China or Institution's country or region, this Agreement will terminate immediately with the Parties’ rights and obligations to be governed strictly by the provision of termination under this Agreement.

1. **LIABILITY FOR BREACH OF CONTRACT**

10.1 Any Party’s breach of the obligations provided in this Agreement constitutes a breach of contract.

10.2 Tenpay are entitled to unilaterally terminate this Agreement and require the Institution to assume the liability for compensation where the Merchant:

(1) is directly or indirectly involved in any fraud;

(2) cannot conduct normal operations due to deteriorated operating and financial situations;

(3) operates in violation of the relevant rules, and refuses to make corrections after being pointed out;

(4) unreasonably rejects or intentionally delays the query and inspection requests of Tenpay;

(5) is in bankruptcy proceedings, is dissolved, or its business license is revoked;

(6) engages in counterfeit card transactions or malicious defaults of payment;

(7) commits any act that harms the interest of Tenpay;

(8) breaches this Agreement, or engages in illegal business by using services provided by Tenpay;

(9) involves in risk events or abnormal transactions in Tenpay’s reasonable judgment.

1. **DISPUTE RESOLUTION AND APPLICABLE LAW**

11.1 This Agreement shall be governed by and interpreted in accordance with the laws of the Hong Kong Special Administrative Region of the People’s Republic of China, without regard to the conflict of law principles.

11.2 Each party agrees that all disputes shall be exclusively referred to and finally settled by binding arbitration before three(3) arbitrators under the auspices of the Hong Kong International Arbitration Centre (HKIAC) in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules in force at the commencement of such arbitration proceedings. The arbitration proceedings shall be conducted in the English language and take place in Hong Kong or any other place on which the arbitrators and the Parties mutually agree.

1. **RISK ALERT AND SPCIAL PROVISIONS**

12.1 The Parties shall be fully aware of the risks involved in developing electronic commercial business. The Parties shall undertake to adopt relevant precautionary measures to avoid or minimize any risk.

12.2 Institution shall and shall ensure Merchant to strictly comply with the mandatory laws, regulations and policies of the People’s Bank of China and Institution’s country and region relevant to the card business. Institution shall not involve in false trading, cash advance, and money laundering and any other illegal activities.

1. **TERM, AUTOMATIC RENEWAL AND EARLY TERMINATION**

13.1 The Agreement and its Appendix shall enter into force for one (1) year as of the date of signature and sealed by both Parties.

13.2 In the event that the Parties fail to request in writing for termination of this Agreement one month prior to the first and subsequent expiration of this Agreement, this Agreement shall be deemed to be extended for one year automatically subject to no limitation.

13.3 Either party shall have the right to terminate this Agreement upon the occurrence of a Termination Event in respect of the other party. If a party shall elect to terminate this Agreement, such party shall notify the other party in writing of such Termination Event, which notice shall specify the Termination Event upon which such termination is premised and shall set forth in reasonable detail the facts and circumstances giving rise to such Termination Event:

13.3.1 either party may terminate this Agreement:

(a) on three(3) days written notice to the other party if the other party fails to pay any amount owing hereunder in an amount (or in an aggregate amount) in excess of One hundred thousand US Dollars ($100,000) at any time outstanding; or

(b) immediately on written notice if the other party becomes the subject of any bankruptcy, insolvency or similar proceeding, whether voluntary or involuntary; or

(c) immediately, on written notice, if all or any substantial portion of the capital stock or assets of the other is expropriated by any government; or

(d) on ten(10) days written notice if the other party breaches a representation or warranty, or a material obligation under this Agreement that has not been or cannot be remedied within ninety(90) days of a written notice specifying the breach, requiring remedy of the breach, and specifying that the non-breaching party intends to terminate the Agreement if the breach is not remedied.

13.3.2 If Institution fails to maintain in effect and to enforce effective policies, procedures and internal controls in the areas of money laundering and terrorist financing prevention, consumer identification, and the monitoring and reporting of suspicious activities by its customers or if Institution fails to implement and maintain improvement to such policies, procedures or internal controls as specified by Tenpay, Tenpay may terminate this Agreement on thirty(30) days written notice to Institution.

1. **MISCELLANEOUS**

14.1 Any addition or amendment to the Agreement shall be made only in writing after being signed or sealed by the Parties.

14.2 This Agreement shall include:

**Appendix I: Acquiring Service Application Form**

14.3 The Appendix hereto shall form an integral part of the Agreement, and shall have same legal effects as the text of the Agreement. In the event of any inconsistency between the Agreement and the attachments, the attachments shall prevail.

14.4 The Agreement is executed in two(2) counterparts and each Party shall hold one set of the original, which shall have the same legal effect.

14.5 Unless otherwise agreed by the Parties, all notices hereunder shall be given by courier service, registered mail or E-Mail. All notices and communications shall be sent to the addresses or emails set forth below:

**Tenpay Payment Technology Co., Ltd.**

**Contact Person: Weixin Payment Cross-border BD**

**Address: Tencent Building, Kejizhongyi Avenue, Hi-tech Park, Nanshan District, Shenzhen**

**Postal Code: 518057**

**Telephone: 0755-86013388**

**Email:**

**Special Note: Tenpay has reminded Institution to fully and accurately understand all clauses and the content hereof, and provide corresponding explanation upon the request of Institution. The Parties shall have equal understanding on all clauses of the Agreement.**

**(- Appendix and Signature Page Follow -)**