**Payment Service Agreement**

**BETWEEN**

**Berkerlin Technology Company Limited,** a Company incorporated under the laws of Hong Kong whose registered office is situated at Room F, 14th Floor, Xiu Ming Centre, 9-23 Shell Street, North Point, Hong Kong (“**Company**”); and

**【】**，the subject who uses the services provided by Berkerlin Technology Company Limited under this agreement. (“**Merchant**”).

**WHEREAS:**

1. The Company provides fund settlement and distribution services to merchants like the Merchant to facilitate the Merchant in conducting its business. The Merchant shall subscribe to such fund settlement and distribution services from the Company.
2. The Parties hereby agree to enter into commitments in accordance with the terms and conditions stated in this Agreement.

**Now it is hereby agreed as follows:**

1. **Appointment**
   1. The Merchant hereby appoints the Company as its fund settlement and distribution provider for the funds collected by the Merchant, and the Company accepts such appointment in reliance on the terms and conditions of this Agreement.
   2. The scope of work to be conducted by the Company shall be limited to the following:
   3. payment settlement and distribution of funds of the Merchant or its customers to the Merchant after deduction of all fees chargeable（Listed in specific product terms） by the Company under this Agreement; and
   4. other services to be provided ancillary to the services above or as agreed between the parties.

The Company shall in no event be liable to any work otherwise than as specified in this clause.

* 1. Notwithstanding any provision in this agreement, the Company may, at its sole and absolute discretion, decline to process any transaction or refuse to provide any of the services without providing any reason.

1. **Fees for the Services**
   1. The Merchant shall pay the non-refundable Transaction Fees to the Company upon each settlement of the Transaction Volume by the Company by bank transfer. Such fee may, as the Company at its sole and absolute discretion may direct from time to time, be deducted from the Transaction Volume to be settled by the Company to the Merchant in accordance with clause 3.
   2. The Company may set-off the Transaction Fees (or any of them) from the Transaction Volume at its sole and absolute discretion at any time after the same falls due.
   3. The Company may from time to time adjust the Transaction Rate by written notice to the Merchant. Such adjustment shall be effective after 30 days from the date of issue of such notice. By continuing to use the Services, the Merchant shall be deemed to have accepted the adjusted Transaction Rate. If the Merchant does not accept the adjusted Transaction Rate, the Merchant may issue a written notice of termination to the Company.
2. **Applicable procedure for the Services**
   1. The Merchant may from time to time wire the Transaction Volume to the Company for conduct of the Services through channels acceptable by the Company. For the purpose of this Agreement, the sources of the Transaction Volume must be legal under all applicable laws and regulations and the source of funds will not be from Company's prohibited country and prohibited businesses list. In the event that the Company has suspicion about the source of the Transaction Volume, the Company may from time to time:
   2. request the Merchant to provide proof of the source of the Transaction Volume;
   3. refund the Transaction Volume in suspicion to the account from which such funds were deposited; and/or
   4. suspend the Services (or any part thereof) to the Merchant.
   5. The Merchant shall, as soon as practicable after deposit of the Transaction Volume to the Company, deliver evidence for payment to the Company and electronic form of payment instruction（including the recipient bank account details of the Merchant） to the Company in a form prescribed by the Company. The Company may from time to time request further evidence for payment and the Merchant shall comply with such request in order not to delay the performance of the Services by the Company.
   6. After the merchant submits the transaction volume according to Article 3.2, if the Company receives the payment order submitted by the Merchant during the working hours of the remittance platform, the Company shall provide the services in accordance with the order on the same day. In case the Transaction Volume was received outside the above time, the Company conducts the Services on the immediate succeeding Day.
   7. If there is any change in currency, the applicable exchange rate shall from time to time be determined and published by the Company from time to time.
   8. In the event that the Merchant requests the Company to perform the Services for and on behalf of another party, or in the event that the bank account of the recipient to which the Transaction Volume is to be settled is not held by the Merchant, the Merchant shall provide with the Company all information requested by the Company. The Services shall be suspended until the Company is satisfied the third party information is genuine at its sole and absolute discretion and the Company shall in no event be liable for such delay. The Company can do this without assigning reasons thereto.
   9. In the event that the Merchant would like to change the bank account details of the recipient bank account, the Merchant shall send an application to the Company in writing.
   10. In the event that the Services cannot be conducted due to reasons beyond the control of the Company, the Company shall inform the Merchant in writing of the situation. The Services shall be suspended until the Services can be resumed and the Company shall in no event be liable for such delay or inability to perform the Services. Meanwhile, the Company allows the Merchant to choose to cancel any affected outstanding transaction, and, if the Merchant exercises the option, refund any amount made by the Merchant for the transaction within 28 days from the date of exercising the option after deducting all fees due to the Company.
   11. Notwithstanding any provision of this agreement, if the deposited transaction volume cannot be settled for any reason and allocated to the receiving bank account specified by the merchant, the Company reserves the right to return the transaction volume in the same way.
3. **Obligations of the Parties**
   1. The Merchant shall:
4. comply with all applicable laws and regulations including laws relating to the data privacy of the Merchant and its customers;
5. provide all information that is requested by the Company from time to time for the purpose of this Agreement;
6. ensure that all information/documents provided to the Company from time to time are true and accurate;
7. pay all the Transaction Fees and perform all its obligations under this Agreement in accordance with the terms herein; and
8. comply with all anti-money laundering laws and regulations which are applicable to the Merchant.
   1. The Company shall:

(a)comply with all applicable laws and regulations including laws relating to the data privacy of the Company;

(b)perform all its obligations under this Agreement in accordance with the terms herein; and

(c)comply with all anti-money laundering laws and regulations which are applicable to the Company.

* 1. The Merchant understands that The Company and its affiliates are registered as Money Service Operators under the supervision of Hong Kong Customs and Excise Department, The Company and its affiliates are subject to the requirements of the Anti-Money Laundering and Counter-Terrorist Financing (Financial Institutions) Ordinance (Chapter 615 of Hong Kong SAR laws) and all other ordinances and regulatory requirements of anti-money laundering and counter-terrorist financing (“AML” and “CTF”） are subject to its information for the purposes of customer due diligence, transaction monitoring and clearance of any AML/CTF issue. The Company and its affiliates are entitled to dispose of the information provided by The Merchant based on all ordinances and regulatory requirements of AML and CTF. The Merchant hereby declares that all the information and documents so provided to The Company and its affiliates are true. The Merchant shall provide The Company with any missing information and documents upon request. The Merchant shall notify The Company of any change in its information and document without delay.
  2. Save The Merchant applies to The Company for transactions on behalf of a third party due to its business nature, The Merchant confirms that it, under this Agreement, instructs and executes transactions for its own account and is not acting for or on behalf of any third party. The funds of The Merchant are clean, coming from legitimate sources and consistent with its business nature. The Merchant further guarantees that its funds, instructions, counterparties and all relevant issues of the transactions disposed by The Company or its affiliates under this Agreement are consistent with its business nature and irrelevant to any criminal, money laundering-related or terrorist-related activities. The Merchant shall fully indemnify The Company and its affiliates for the loss otherwise.
  3. If The Merchant applies to The Company for transactions on behalf of a third party due to its business nature, The Merchant understands that it has the obligation to make reasonable effort to ensure the transaction and transaction counterparties who received funds through the arrangements made by The Company and its affiliates under this Agreement are irrelevant to any criminal, money laundering-related or terrorist-related activities. The Merchant is deemed making reasonable effort if it, among other things, creates and maintains documents recording transaction details including dates, amounts, types of fund flow, purposes of transaction, business natures of the counterparties, etc. Upon request made by The Company, The Merchant guarantees that it will provide such documents and clarify any suspicions. The Company shall reserve the rights not to provide the Services to such other party without assigning reasons thereto.

1. **Representations and Warranties**
   1. Each party hereby represents, warrants and undertakes to and with the other party (and its successors in title) that each of the Warranties is, as at the date hereof and shall ensure that at all times during the subsistence of this Agreement are, true, accurate and not misleading in all material respects and the Warranties shall be deemed to be repeated and given on each date on which there is any Transaction during the subsistence of this Agreement.
   2. Each party acknowledges and accepts that the other party is entering into this Agreement in reliance of each of the Warranties and the provisions contained therein. Each of the Warranties given under this Agreement or pursuant hereto shall remain in full force and effect notwithstanding termination of this Agreement.
   3. Each of the Warranties shall be separate and independent and save as expressly provided shall not be limited by reference to any other clause or anything in this Agreement or its schedules.
   4. Each party undertakes with the other party that:
2. it shall not allow or procure any act or omission which would or be likely to constitute a breach of any of the Warranties as if they were given on each date from the date of this Agreement to the date of termination of this Agreement pursuant to clause 6 or which would make any of such Warranties inaccurate or misleading if they were so given; and
3. it shall promptly disclose in writing to the other party any event or circumstance which may arise and becomes known to them at any time which is inconsistent with any of the Warranties or which would have constituted a breach of the Warranties.
4. **Termination**
   1. The Company may terminate this Agreement forthwith if any of the following happens:
5. any complaint is received by the Company in respect of any Transaction of the Merchant which, after due investigation, the Company has a reasonable basis to believe that fraud, deception or other violation of the applicable laws and regulation is involved by the Merchant or its counterparties. The Merchant undertakes that it shall exercise its best endeavors to assist the Company’s investigation under this clause;
6. the Merchant is declared bankrupt or being wound up;
7. No Transactions are made by the Merchant for a consecutive period of three (3) months;
8. the Company is no longer capable of providing the Services for any reason whatsoever;
9. the cooperation between the Company and the service provider is terminated for any reason whatsoever; and
10. either Party becomes subject to any sanction imposed or any formal ruling against or any investigation it by a regulatory authority.
    1. The Company may suspend, terminate or otherwise cancel the provision of the Services under this Agreement to the Merchant forthwith without giving any reason whatsoever. Before the suspension or termination of the service, the Company will notify the merchant of the specific stop time and the content of the stop of the service by email.
    2. The Merchant may terminate this Agreement by giving not less than 3 months’ written notice to the Company.
    3. The termination or suspension of this Agreement shall not prejudice or affect the rights and liabilities accrued between the Merchant and the Company prior to the date of such termination or suspension. All accrued indemnities, restrictions and obligations of each party herein shall survive termination of this Agreement.
11. **Indemnity**
    1. The Merchant shall indemnify the Company for and keep the Company fully and effectively indemnified against:
12. all direct and indirect Damages (including, without limitation, accounting, legal and other professional advisors’ fees) incurred by the Company on an indemnity basis in connection with any breach of the terms herein by the Merchant and/or the Company’s enforcement thereof; or
13. any claim, proceeding, Damages (including, without limitation, accounting, legal and other professional advisors’ fees) that may arise to be incurred by the Company in connection with the provision of any of the Services, whether or not arising from or in connection with the Merchant’s improper use of such Services or any Damages to the Company (or its assets, computer hardware, devices, facilities or software) as a result of performing such Services.
    1. Clauses 7.1 shall not be applicable if such Damages are caused by gross negligence or wilful default of the Company.
14. **Extent of liabilities of the Company**
    1. Except as otherwise provided in this Agreement, the Company makes no representations and gives no warranties whatsoever and disclaims all obligations, representations or warranties whatsoever arising by operation of law, implication or otherwise, in respect of the Services, its title, accuracy, completeness or standard and fitness for a particular purpose.
    2. The maximum liability of the Company to the Merchant whatsoever and howsoever arising shall not exceed the amount of the average monthly handling fee charged by the Company from the merchant in accordance with this Agreement.
15. **Currency**
    1. For the purpose of this Agreement, all payments transferred by the Merchant to the Company and all sums payable by the Company to the Merchant shall be in a currency agreeable to both parties
    2. If the Merchant requests a refund of any Transaction, the risk of any losses incurred in respect of that Transaction due to currency fluctuation shall be borne by the Merchant solely.
    3. The merchant knows and agrees that if the currency corresponding to the money transferred from the merchant to the Company is not the currency agreed upon by both parties, the Company may conduct currency exchange. If any additional necessary expenses are incurred, the merchant shall bear them.
16. **Assignment**
    1. This Agreement shall bind the parties, their respective successors and any permitted assignee or transferee. Any reference in this Agreement to any party shall be construed accordingly.
    2. The Merchant may not assign or transfer any of its obligations or rights under this Agreement without prior written consent of the Company.
    3. The Company may at any time assign to any person ("**the Assignee**") all or any of its obligations and rights under this Agreement or create an encumbrance over them in favour of such person by prior written notice to the Merchant. The Assignee shall have the same benefits, obligations and rights of the Company as if it were an original party to this Agreement. For the avoidance of doubt, in case the Assignee is within the group of the Company or any of the ultimate beneficial owners, such prior written notice shall not be required however the purported assignment will not be effective until the Merchant receives actual notification of the assignment.
    4. The Company may disclose on a confidential basis to a potential assignee, participant, transferee or any other person proposing to enter into contractual arrangements with the Company in relation to this Agreement such information as it may think fit, including, without limitation, information about the Merchant and the Transactions, as it may think fit, whether such information has been made available pursuant to this Agreement or otherwise provided that prior written notice has been given to the Merchant.
17. **Confidentiality**
    1. For the purposes of this clause, “**Confidential Information**” means all information of a confidential nature disclosed (whether in writing, verbally or by any other means and whether directly or indirectly) by one party (“**Disclosing Party**”) to any other party (“**Receiving Party**”) whether before or after the date of this Agreement and include this Agreement.
    2. During the term of this Agreement and after termination or expiration of this Agreement for any reason whatsoever the Receiving Party shall:
18. keep the Confidential Information confidential;
19. not disclose the Confidential Information to any other person other than with the prior written consent of the Disclosing Party or in accordance with clauses 11.3, 11.4 and 11.5; and
20. not use the Confidential Information for any purpose other than the performance of its obligation under this Agreement.
    1. During the term of this Agreement, the Receiving Party may disclose the Confidential Information to its professional advisors and bankers (“**Recipient**”) to the extent that it is necessary for the purposes of this Agreement.
    2. The Receiving Party shall procure that each Recipient is made aware of and complies with all the Receiving Party’s obligations of confidentiality under this Agreement as if the Recipient were a party to this Agreement.
    3. The Receiving Party may disclose any Confidential Information where such disclosure is required pursuant to any legal or regulatory requirement.
    4. The obligations contained in clauses 11.2 to 11.5 (inclusive) shall not apply to any Confidential Information which:
21. is at the date of this Agreement or at any time after the date of this Agreement comes into the public domain other than through breach of this Agreement by the Receiving Party or any Recipient;
22. can be shown by the Receiving Party to the reasonable satisfaction of the Disclosing Party to have been known to the Receiving Party prior to it being disclosed by the Disclosing Party to the Receiving Party; or
23. subsequently comes lawfully into the possession of the Receiving Party from a third party.
24. **Notice**
    1. Every notice, demand or other communication given or made under this Agreement shall be in writing and delivered or sent to the other party at the address or E-mail address agreed upon by the parties (or such other address or E-mail address as the recipient may designate after giving the other party 7 days prior written notice).
    2. Without affecting other methods of communication, any statement, notice, demand or other communications from the Company shall be deemed to have been delivered as follows shall be deemed to have been delivered as follows:
25. if personally delivered, at the time of delivery;
26. when posted on the website of the Company;
27. if sent by registered post, at the expiration of 48 hours after the same was delivered into the custody of the postal authorities;
28. if sent by electronic mail or facsimile to the email address or facsimile number provided by the merchant, at the time of dispatch; and
29. When the mail is returned or the merchant's assets are liquidated, communicate by telephone or other oral means (including voice message).
    1. In proving such service of notice, it shall be sufficient to prove that personal delivery was made or that the envelope containing such notice was properly addressed and delivered into the custody of the postal authorities as a pre-paid registered post.
    2. Without affecting other methods of communication, any statement, notice, demand or other communications from the Merchant shall only be received by the Company by actual receipt by the Company.
30. **Amendment**
    1. The Company reserves the right at all times to amend the Transaction Fees with no less than 45 days’ prior written notice to the Merchant. Any such amendment shall become effective and binding on the Merchant on the first Hong Kong Business Day after the expiration of 45 days from the date that the Company is deemed to have received the notice in accordance with clause 12. In the event that the Merchant does not agree to such amendment, the only recourse of the Merchant is to forthwith terminate this Agreement.
    2. Subject to the foregoing, this Agreement may only be varied or amended by mutual agreement in writing between the Parties. If any Party incurs third-party costs in relation to an amendment or variation, such costs (to the extent reasonable) shall be borne by the Party requesting the amendment or variation.
31. **Evidence and determination**
    1. A certificate signed by the Company or its officers about a Transaction or a Transaction report is conclusive evidence of the same except for manifest errors.
    2. In this Agreement, any determination as to whether any circumstance, event, matter or situation is "appropriate", "material", "necessary", "reasonable", "satisfactory" or "substantial" shall be assessed by the standard of a reasonable person acting impartially.
32. **Set-off**

To the extent permitted by the applicable laws and regulations, the Company may set off any money payable by the Merchant to the Company from the Transaction Volume then held by the Company. If the obligations are in different currencies, the Company may convert either obligation pursuant to clause 9 for the purpose of the set-off.

1. **Costs and expenses**

Each of the parties is responsible for that party's own legal and other expenses incurred in the negotiation, preparation and completion of this Agreement and all documents ancillary hereto.

1. **Entire agreement**

This Agreement, together with the schedules hereto, contains the entire agreement between the parties with respect to the subject matter hereof, supersedes all previous agreements, representations and understandings between the parties with respect thereto, and may not be modified except in writing signed by the duly authorized representatives of the parties.

1. **Severability**

If at any time any one or more provisions of this Agreement is or becomes invalid, illegal, unenforceable or incapable of performance in any respect, the validity, legality, enforceability or performance of the remaining provisions of this Agreement shall not thereby in any way be affected or impaired.

1. **No waiver**

No failure or delay by a party to exercise any right under this Agreement or otherwise shall operate as a waiver of that right or any other right nor shall any single or partial exercise of any such right preclude any other or further exercise of that right or the exercise of any other right.

1. **Rights cumulative**

Each party may exercise a power, remedy or right under this Agreement at its sole and absolute discretion and concurrently or separately with another power, remedy or right. A single or partial exercise of a power, remedy or right by a party under this Agreement does not prevent a further exercise of it or an exercise of any other power, remedy or right. The powers, remedies and rights provided in this Agreement are cumulative and not exclusive of any power, remedy or right provided by law.

1. **No partnership**

Nothing in this Agreement shall be deemed to constitute a partnership between the Company and the Merchant.

1. **Further assurance**

The parties shall do and execute or procure to be done and executed all such further acts, deeds, documents and things as may be necessary to give full effect to the terms and intent of this Agreement.

1. **Counterpart**

This Agreement may be executed in two counterparts and by different parties on separate counterparts each of which when so executed and delivered shall be an original but all the counterparts together shall constitute one and the same instrument.

1. **Definitions and interpretation** 
   1. In this Agreement, the following words shall have the meanings set out below unless the context otherwise requires:

|  |  |
| --- | --- |
| **“Business Day”：** | refers to the legal working day of the country and region where the institution involved in the process of capital flow is located |
| “**Damages**” | means all costs, expenses, losses, damages or the like suffered or incurred by the Company in performance of this Agreement for any reason whatsoever; |
| “**Hong Kong**” | means the Hong Kong Special Administrative Region of the PRC; |
| “**Parties**” | means the parties to this Agreement, and a “**Party**” shall be construed accordingly; |
| “**PRC**” | means the People’s Republic of China, and for the purpose of this Agreement, the PRC shall not include Hong Kong, the Macau Special Administrative Region and Taiwan region; |
| “**Services**” | means the fund settlement and distribution services provided by the Company to the Merchant as agreed herein; |
| “**Transaction** **Fees**” | means all fees chargeable by the Company to the Merchant pursuant to the pricing confirmation letter of each Product Terms; |
| “**Transaction** **Rate**” | means the "transaction rate (flat rate)" listed in the pricing confirmation letter of each Product Terms |
| “**Transactions**” | means transactions conducted between the Merchant and the Company, and a “**Transaction**” shall be construed accordingly; |
| “**Transaction Volume**” | means the total volume of Transactions calculated between the Merchant and the Company for a particular period; and |

* 1. Headings are for ease of reference only and do not form part of this Agreement.
  2. Expressions in the singular include the plural and vice versa and in a gender include all other genders.
  3. In this Agreement, unless the context requires otherwise, any reference:

1. to a clause or schedule is a reference to a clause of or a schedule to this Agreement;
2. to a person includes an individual, a body corporate, a partnership, any other unincorporated body or association of persons and any state or state agency;
3. to this Agreement, any other document or any provision of this Agreement or that document is a reference to this Agreement, that document or that provision as in force for the time being or from time to time amended in accordance with the terms of this Agreement or that document; and
4. to an enactment includes that enactment as it may be amended, replaced or reenacted at any time, whether before or after the date of this Agreement, and any subordinate legislation made under it.
   1. The schedules form part of this Agreement.
5. **Governing law and jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of Hong Kong .Both parties agree that the disputes arising from this Agreement shall be submitted to the Hong Kong International Arbitration Centre (HKIAC) for arbitration, which shall be settled by an arbitration panel composed of three (3) arbitrators in accordance with the arbitration rules of the Hong Kong International Arbitration Centre in force at the beginning of the arbitration proceedings. The arbitration proceedings shall be conducted in Hong Kong in Chinese. The arbitration award shall be final.

1. **MISCELLANEOUS**
   1. This Agreement shall come into force as of the date when it’s signed and sealed by both Parties, and shall be valid from 【 】 till 【 】.If neither party has any objection one month prior to the expiration of this Agreement (neither Company nor Merchant terminates this Agreement or gives notice of non-automatic renewal to the other party in written form), this Agreement shall be automatically extended for one year with no limit on the number of extensions.
   2. This Agreement is made in duplicate with either Party holding one original, which shall have the same legal force.

**Annex 1**

**Warranties**

The Warranties referred to in clause 5 are as follows:

1. **General**

1.1 In respect of the Merchant only, each shareholder respect of the Merchant only, each shareholder disclosed to the Company is the legal beneficial owner of the number of shares in the Merchant adjacent to his name.

1.2 In respect of the Merchant only, there are no Encumbrance on, over or affecting any of the shares of the Merchant.

1.3 Each party has full power, authority and legal rights to enter into the transactions contemplated by this Agreement and the execution, delivery and performance of this Agreement as the case may be;

1.4 This Agreement constitutes valid and legally binding obligations on the party and is enforceable against it in accordance with its terms;

1.5 All authorizations, consents, licenses and approvals required from any governmental or other authority for or in connection with the execution, delivery and performance of this Agreement by the party have been obtained.

1.6 The party is generally subject to civil and commercial law and to legal proceedings. Neither the party nor any of its assets or revenues are entitled to any immunity or privilege (sovereign or otherwise) from any set-off, judgment, execution, attachment or other legal process.

1.7 The submission by the party to the non-exclusive jurisdiction of the Hong Kong courts as a party to this Agreement is valid and binding;

1. **Compliance with Legal Requirements**
   1. The party has been duly incorporated and constituted, and is legally subsisting under the laws of its place of incorporation.
   2. The party is empowered and duly qualified and has the necessary licenses and authorizations to carry on its business in such countries in which it operates.
   3. The party shall duly comply with all applicable laws, rules and regulations of Hong Kong, the PRC, its place of incorporation and its country in which settlement is conducted in conducting the Transactions and using the Services.
   4. Compliance with the terms of this Agreement does not and shall not:
2. conflict with, or result in the breach of, or constitute a default under any agreement or documents to which the party is a party, or any provision of constitutional document of the party or any Encumbrance, lease, contract, order, judgment, award, injunction, regulation, license, permit or other restriction or obligation of any kind by which or to which any assets of the party is bound or subject; or
3. result in the creation, imposition, crystallisation or enforcement of any Encumbrance over any of the assets of the party.
4. **Business**
   1. In respect of the business of the party:
5. there are requisite corporate powers in respect thereof, all applicable legislations, rules and regulations have been complied with and observed, and there has been no breach or contravention of the same;
6. all qualifications, registrations, licenses, know-how or other approvals necessary for the proper conduct of the business of the party have been obtained and maintained and no event or omission has occurred whereby any of the same or the renewal thereof is or is likely to be thereby adversely affected, suspended or revoked;
7. to the best of its knowledge and belief, all qualifications, registrations, licenses and other approvals may continue to be carried on and held by the party up to and until the date of termination of this Agreement subject to any terms of renewal or regulatory changes; and
8. the carrying on of which in no way contravenes or infringes any third party right including, without limitation, patents, industrial designs, copyrights and trademarks and other intellectual property rights.
9. **Others**

The Merchant shall be responsible for all fees, charges, taxes (excluding income tax) or duties payable as a result of any dealing through the Company and the costs and charges of the Company in the investigation of any Transaction involving or suspected to involve any dishonesty or fraud by the Merchant.

**Annex 2**

**Virtual Accounts Solutions**

The Company is willing to enter into an arrangement with the Merchant. Whereby Company will issue virtual account numbers and facilitate the collection, payment, and exchange service for Merchant’s clients (“Clients”). The company and Merchant agree with the deal (“Deal”).

**1. Outline of the Deal:**

* 1. The merchant will be responsible for the marketing, promotion and overall management of the Deal, with direction and input from the Company, as necessary.
  2. The company‘s duties shall include the processing of domestic and international funds transfers from Merchant merchants and those merchants’ customers and the consolidation, on a daily basis, of inbound/outbound funds transfers to Merchant.
  3. As a Customer of the Company, the Merchant requests that the Company issue Merchant Virtual accounts to their clients in the client’s name.
  4. The merchant will consult with and follow the Company’s direction on all compliance matters related to the Deal. Merchant agrees further to comply with all applicable Company policies and procedures for the Deal, as such may be revised from time to time, and provided Company provides Merchant with reasonable notice of such revisions.
  5. The Merchant shall perform following the Company’s standards, direction, and approval of all necessary and agreed customer due diligence and appropriate transaction monitoring.
  6. The Parties agree that all funds transactions will be originated with adherence to compliant rules and Company guidelines as notified to the Merchant.

**2. Clients**

* 1. Merchant has portability and ownership of all clients in the event of termination of the Formal Agreements and transition to a legally permitted successor financial institution and, post-termination and transition, owns the economic interest generated therein. Any successor deal that replaces the Deal after the termination of the Formal Agreements must expressly advise Merchant clients that the successor financial institution will replace the Company’s services.
  2. Merchant shall store their clients’ data on the Company’s behalf during the term of the Formal Agreements. The parties will develop a joint plan to conduct KYC and AML efficiently and in accordance with all applicable laws, subject to the Company’s approval, direction and oversight. This information cannot be used for marketing purposes.
  3. Merchant shall be responsible for the authenticity and legality of their merchants and customers’ information. The company will check the authenticity and legality of that information in the later stage. The company has the right to close the customer's account.
  4. Merchant may from time to time wire the transaction volume to the Company for the conduct of the Services through channels acceptable by the Company. The sources of the transaction volume must be legal under all applicable laws and regulations and the source of funds will not be from the Company's prohibited country and prohibited businesses list. In the event that the Company has a suspicion about the source of the transaction volume, the Company may from time to time:

1. request the Merchant to provide proof of the source of the transaction volume;
2. refund the transaction volume in suspicion to the account from which such funds were deposited; and/or
3. suspend the services (or any part thereof) to the Merchant.

3. **Costs**

Each party shall pay its own costs incurred in connection with the proposed Deal, whether or not it proceeds (including without limitation the preparation and negotiation of this Agreement, the Formal Agreements, and any documents contemplated by it).

**4. Jurisdiction**

Each party irrevocably agrees that the courts of Hong Kong shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this letter or its subject matter or formation.

**Signing Page**

The Company

Signed by

for and on behalf of

**Berkerlin Technology Company Limited**

The Merchant

Signed by

for and on behalf of

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