

## WIFI HOTSPOT FUNDING AND BILLING SYSTEM USAGE AGREEMENT

This Agreement is made on February 9, 2026

### 1. System Owner and Financier

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

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

Address: \_\_\_\_\_

Contact: \_\_\_\_\_

(Hereinafter referred to as the 'System Owner')

### 2. Hotspot Operator

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

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

Hotspot Location: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_

(Hereinafter referred to as the 'Operator')

### 3. Purpose of Agreement

The System Owner agrees to provide funding to support the development and setup of a WiFi hotspot operated by the Operator.

In consideration of this funding, the Operator agrees to:

- Operate the hotspot exclusively using the System Owner's billing system.
- Repay the funding through revenue generated from the hotspot.

### 4. Funding Amount

The System Owner agrees to provide an interest-free funding/loan of:

Amount: \_\_\_\_\_

Currency: \_\_\_\_\_

The funding shall be used strictly for:

- WiFi hotspot equipment
- Installation and network setup
- Infrastructure development at the agreed hotspot location

### 5. Ownership of Billing System

The billing system known as UGPAY is the sole property of the System Owner.

The Operator is granted permission to use the system only under this Agreement.

The Operator shall NOT copy, modify, sell, lease, transfer, or use alternative billing methods

without written approval.

#### 6. Mandatory System Usage

All hotspot customers shall be billed through the System Owner's billing system.

System-generated reports shall be considered official revenue records.

#### 7. Repayment Through Revenue Sharing

The Operator agrees to repay the funding through revenue generated from the hotspot.

Percentage of monthly revenue to be paid: \_\_\_\_ %

Payment due date each month: \_\_\_\_

Payments shall continue until full funding recovery.

#### 8. Minimum Payment Clause

If the hotspot generates little or no revenue, the Operator agrees to pay a minimum monthly amount of:

Amount: \_\_\_\_\_

#### 9. Ownership of Hotspot Equipment

Select one:

- ☐ Operator owns equipment
- ☐ System Owner owns equipment until repayment
- ☐ Joint ownership until repayment

#### 10. System Hosting and Control

The billing system shall be hosted and controlled solely by the System Owner.

#### 11. Default Conditions

Default occurs if the Operator:

- Stops using the billing system
- Fails to make payments for \_\_\_\_ consecutive months
- Provides false revenue information
- Attempts to bypass or interfere with system operations
- Shuts down or relocates the hotspot without approval

#### 12. Rights in Case of Default

The System Owner may:

- Suspend or terminate system access
- Demand full repayment of remaining balance
- Take possession of hotspot equipment (if applicable)

- Take legal action

### 13. Completion of Repayment

Upon full repayment, the Operator may continue using the billing system under agreed terms.

The billing system remains property of the System Owner unless a separate transfer agreement is signed.

### 14. Confidentiality

Both parties agree to protect confidential business, financial, and technical information.

### 15. Governing Law

This Agreement shall be governed by the laws of: \_\_\_\_\_

### 16. Signatures

System Owner / Financier

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

Signature: \_\_\_\_\_

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

Hotspot Operator

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

Signature: \_\_\_\_\_

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

Witness 1

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

Signature: \_\_\_\_\_

Witness 2

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

Signature: \_\_\_\_\_