Schedule of Service

D. Alipay Merchant Acquiring Service ("Alipay Acquiring Service" or "Schedule")

A) <u>GENERAL</u>

(i) <u>Due Diligence</u>

- a. Where reasonably requested by the Company at any time, the Merchant will provide a copy of its constitutional documents (such as its corporate registration documents) and such other relevant background or operational information as the Company reasonably believes may assist it in assessing the Merchant (the "Due Diligence Obligations").
- b. Failure to comply with the Due Diligence Obligations will be a material breach of this Schedule by the Merchant.
- c. Before the Company provides the Alipay Acquiring Services, the Merchant will provide the Company with all or such part of the following information as is requested by the Company (collectively, the "Due Diligence Information"):
 - i. email address,
 - ii. legal and beneficial owner information,
 - iii. business name (registered and 'trading as' name),
 - iv. photos of a retail store where Spot Payment is offered,
 - v. business operating address, and
 - vi. any other relevant information upon the Company's reasonable request from time to time.
- d. The Merchant will notify the Company of any changes to its Due Diligence Information in a timely manner as soon as reasonably practicable following such change.

(ii) Effective Date

This Schedule shall become effective on the date of the Master Agreement For Payment Solutions entered into between the Company and the Merchant.

B) <u>SPECIFIC TERMS</u>

The specific terms and conditions of this Schedule appear in Parts A to D of this Schedules hereto.

Part A

ALIPAY SERVICES, SERVICE FEES AND SETTLEMENT

1. Service Description.

The Company processes Payments from Alipay Users on behalf of Merchant for purchase of Products, enable Merchant to accept payment from Alipay Users, during the term of this Schedule, the Company shall procure Alipay to grant to the Merchant the right to, and the Merchant shall be entitled to, accept the use of Alipay Wallet as offline and online (subject to the Company's absolute discretion) payment solution for the Products by Alipay User/the Merchant's customer ("Alipay Acquiring Services"). All risks and responsibilities in relation to the Payment shall be addressed and shouldered by the Alipay User and the Merchant.

2. Service Fee

a) General. Merchant shall pay the Company the following fees (the "Service Fee") in accordance with Clause 2(b) of this Part A:

For Online and Offline Spot Payment, the Company will charge the Merchant the Service Fee at the applicable rate set forth in the table below:

For online Payment, the Company will charge the Merchant the Service Fee at []%

For offline transactions, the Company will charge the Merchant the Service Fee at []% (for Merchant-Presented QR Code).

All payments of the Service Fee shall be exclusive of any Tax.

- b) **Payment of Service Fee.** The Merchant agrees that the Company may deduct, in whole or in part, any Service Fee that is due and payable but have not otherwise been paid by the Merchant, from the relevant Funds Available for Settlement.
- c) Over/Under-Charges. If the Company charges the Merchant more than the Service Fee set forth in this Schedule, the Company will return the additional Service Fee charged to the Merchant as soon as practicable. If the Company charges the Merchant less than the Service Fee set forth in this Schedule, then Merchant shall pay the amount of outstanding Service Fee to the Company as soon as practicable upon the Company's request.

3. Alipay Settlement Process

- a) **Bank Account.** The Merchant will bear all losses arising from the incorrect information of its banking details as provided to the Company in this Schedule.
- b) <u>**Funds Transfer</u>**. Subject to the Company exercising its rights to withhold, deduct or set off in accordance with this Schedule, the Company will transfer to the Merchant an amount equal to the "**Net Settlement Amount**" in accordance with the formula set out below:</u>

Net Settlement Amount = Settlement Funds – Refunds (if any, as specified under Clause 3(f) below) - Chargebacks (if any) - any other amount that the Company may deduct in accordance with its rights to withhold, deduct or set off under this Schedule; and

Where: Settlement Funds = Funds Available for Settlement – Service Fee.

- c) **Settlement File.** Following the transfer of any Net Settlement Amount to the Merchant's designated bank account, the Company will provide, on the same Working Day, a file containing the relevant settlement information ("**Settlement File**") in relation to that Net Settlement Amount.
- d) Incidental Fee for Fund Transfer. In connection with transferring the Net Settlement Amount to the Merchant in accordance with this Part A, the Merchant will be solely responsible for bank charges (if any) imposed by banks through which the Company initiates the transfer of such Net Settlement Amount. For any other fees or charges imposed by beneficiary banks (where Merchant has a bank account), intermediary banks or other payment service providers passing or receiving such Net Settlement Amount on behalf of the Merchant, the Merchant shall be solely responsible for any such fees or charges.

e) <u>Refunds</u>.

- (A) If an Alipay User requests and is due a Refund in accordance with a Merchant's after-sale service policy or a Refund is required by Applicable Law, the Merchant (as appropriate) will instruct the Company in a timely manner to make such Refund to the Alipay User's Alipay Account in accordance with the Refund process to be agreed between the Company and the Merchant.
- (B) The Merchant hereby agrees to reimburse the Company for each such Refund and for that purpose authorizes the Company 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, the Company 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 the Company otherwise receives from the Merchant an amount sufficient to process the Refund. For the avoidance of doubt, the Company shall not be responsible for any claim or liability that the relevant Alipay User may seek Merchant in the event of any delay in processing such Refund.
- (D) Alipay will not charge any Service Fee in respect of any Refund from the relevant Settlement Fund. 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 merchant by the Company upon the Refund being paid to the Company.

- (E) the Company only accepts and processes Refund instructions from the Merchant if the request for the Refund is made within ninety (90) days from the date of the Transaction, except for Products relating to air travel that have been specifically agreed by both Parties which the Company will accept and process a request for any Refund up to three hundred and sixty five (365) days from the Transaction date.
- (F) The Merchant will ensure that any Refund is only effectuated through the system interface provided by the Company. Any alternative methods for the Refund, including but not limited to bank remittance, are disallowed.
- f) <u>Settlement and Settlement Limit</u>. The Company will transfer the Net Settlement Amount in Hong Kong Dollar to the Merchant's designated bank account (as provided in the Agreement) within one (1) Working Day from the date of Transaction. The Company reserves the right to adjust the Settlement Limit and charge a fee for Settlement during the Renewal Term(s).
- g) **Enquiry Regarding Settlement**. Any enquiry by the Merchant with respect to settlement shall be made in writing and the Merchant shall provide any information reasonably required by the Company to assist with such enquiry. The Company will, acting in a commercially reasonable manner, assist the Merchant in resolving the relevant matter and provide a written response to the Merchant within seven (7) Working Days after receiving such written enquiry from Merchant.

4. Rules for Risk Management.

- a) The Merchant agrees that, if the Company determines in its sole discretion that certain features of the Alipay Acquiring Services may be subject to high risk of Unauthorized Payment or fraudulent Transaction, the Company may suspend or terminate, with reasonable notice, the provision of such part of the Alipay Acquiring Services, including but not limited to adjusting the types, issuing banks and payment limit (whether per Transaction or per day) of the credit card and/or debit card Alipay Users will be able to use to complete the Payment from time to time.
- b) The Merchant to use its best efforts to promptly answer Alipay User's enquiries and resolve any disputes in relation to the goods and/or services provided by the Merchant.
- c) The Merchant shall be responsible for all costs and loss incurred by any disputes in relation to the goods and/or services provided by the Merchant and any Unauthorized Payment if such Unauthorized Payment is caused by or due to the Merchant's default with respect to Transactions, including but not limited to Chargebacks and related costs, and the Merchant will comply with the following rules:
 - (A) Transaction Evidence. The Merchant will ensure to provide the Transaction Evidence within three (3) Working Days upon the Company's request.
 - (B) Reimbursement. If the Company does not receive the Transaction Evidence, or the Company deems the Transaction Evidence to be inadequate, or the Merchant accepts the Chargeback, or the arbitration or pre-arbitration result is not in favor of the Merchant, in the case that the Merchant elects to proceed with the arbitration or the pre-arbitration (or equivalent procedure) to resolve the Chargeback and such arbitration or pre-arbitration (or equivalent procedure) determines that there is a Chargeback, the Chargeback amount regarding the Transaction in question will be deducted from the Settlement Funds in the next settlement cycle in accordance with Clause 3 (b) of this Part A.
 - (C) Reimbursement Obligation. Provided Transaction Evidence has been requested, the Company may, having made due enquiry of the Alipay User, determine to reimburse an Alipay User in the event of any Unauthorized Payment. The Merchant agrees to indemnify and hold harmless the Company for the amount to be agreed between the Merchant and the Company (each acting reasonably) reimbursed to the Alipay User. In the event of any disputes in relation to the goods/services with card payments, the Merchant agrees to follow card association's rules.

5. Payment Policies

- a) **Responsibilities for Service Fee.** The Merchant will pay any Service Fee for using the Alipay Services and will not, directly or indirectly, transfer any such Service Fee, that it may be charged, to the Alipay Users in addition to what a Merchant would charge a customer for the relevant Transaction in the normal course of business.
- b) <u>Alipay Wallet as Payment Method</u>. The Merchant 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 (except due to the transaction control required by Applicable Laws) from customers using Alipay Wallet to make Payments.
- c) Prohibited Products. The Merchant fully acknowledges that must not provide Alipay Acquiring Services with respect to any Transaction which is prohibited by this Schedule (including Payments in relation to Prohibited Products), Applicable Law or violates the Company and Alipay's internal policies (as notified to the Merchant from time to time), or which will result in the Company being considered to have breached any Applicable Law. The Merchant will provide the Company information about its Merchant's Products as reasonably requested by the Company from time to time. The Merchants will not sell Products through Alipay's and the Company's Platform that contain articles prohibited or restricted from being sold to Alipay Users under any Applicable Law, including without limitation the products listed in <u>Appendix I</u>, which may be updated by the Company and/or Alipay and notified to the Merchant from time to time (together, "**Prohibited Products**"). The Merchant will ensure that no Transaction being submitted for the Company is processing involves or relates to any Prohibited Products ("**Prohibited Transaction**"). The Company will have the right to refuse to provide any Alipay Acquiring Services with respect to any Prohibited Transaction and the Merchant will indemnify the Company for any damages, losses and liabilities that the Company may suffer arising from or in connection with such Prohibited Transactions.
- d) Products. The Merchant will use Alipay Acquiring Services only for the Products in connection with Merchant's principal business as notified by the Merchant to the Company in accordance with this Schedule. The Merchant shall not make a request for Payment or settlement for any Transaction unless the Merchant is in the course of conducting a sales and purchase transaction with respect to the provision of the Products to Alipay Users. Cash Advances by the Merchant or by Merchant to Alipay Users are not allowed in any circumstances. The Merchant hereby agrees, warrants and represents to the Company on each of its request for Payment that each relevant Transaction thereunder has been duly and properly authorized and completed according to the terms and conditions of this Schedule and that the details of the Transactions are true and correct.
- e) <u>Storage of Transaction Information.</u> The Merchant will, maintain the records for each Transaction to justify its authenticity for a period of seven years after the completion of the Transaction and the Company shall be entitled to review or otherwise access such records. Subject to any legal restrictions under Applicable Law, The Merchant will ensure that the Company, Alipay, the relevant service providers of Alipay and the Company and/or regulatory or governmental authorities having jurisdiction over Alipay and the Company be provided with or granted access to, the relevant Transaction information including but not limited to information on each Merchant, Products, and the amount, currency, time and counterparties to each Transaction, within three (3) Working Days of the Company's request. Subject to any restriction under Applicable Laws, the Company will advise the Merchant of the names of such service providers or regulatory/governmental authorities and the subject matter to which such requests relate.
- f) Set off & Withholding. The Merchant agrees that the Company 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 the Merchants) to the Company (or any the Company Affiliate) under this Schedule against any monies and liabilities of any nature, including Payments, from time to time due, owing or incurred by the Company under this Schedule. The circumstances under which the Company may exercise its rights under this Clause include, but are not limited to,:
 - (A) if the Merchant fails to comply with any term of this Schedule;
 - (B) if the Company believes that the Merchant has or is likely to become subject to bankruptcy, insolvency, reorganization, winding up or similar dissolution procedures;
 - (C) if the Company reasonably believes that there has been a material deterioration in the financial condition of the Merchant; and
 - (D) if the Company reasonably believes that any Transaction is a Prohibited Transaction.

The Merchant shall not be entitled to retain or set-off any amount owed to it by the Company against any amount due from the Merchant (or its Merchants) to the Company.

6. <u>Cooperation with the Company.</u>

- a) In consideration of the mutual agreements and promises set forth in this Schedule, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, for the Term of this Schedule, The Merchant, including its Affiliates, and its and their officers, shareholders, directors shall not in any way engage in any other payment acquiring service (other than the Service).
- b) The Merchant agrees that the limitations in this Clause are in the public interest by protecting the general public from confusion and the passing off of other competing services and that the preferential rates as stipulated under this Schedule adequately compensate it for these limitations.

ALIPAY ACQUIRING SERVICE TERMS AND CONDITIONS

- 1. <u>Definitions</u>. Capitalized terms not defined in this **Part B** will have the meaning given to them in this Schedule including those set out in <u>Part D</u>, unless the context requires otherwise.
- 2. <u>Alipay Acquiring Services</u>. The Company will provide the Merchant certain service as described in **Part A**. Each of the Company and the Merchant will perform and comply with its respective responsibilities set forth in this Schedule.
- 3. <u>Fees.</u> In consideration for the Company providing the Alipay Acquiring Services to the Merchant in accordance with the terms of this Schedule, the Merchant will pay the Company the Service Fee and other fees or charges as set out in **Part A**. The Company reserves the right to adjust such fees upon thirty (30) days prior written notice.
- 4. <u>Representations and Warranties.</u> 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 Schedule.
 - A. Authorization. The Party represents and warrants the following (collectively, the "Authorization Warranties"):
 - (i) it is an independent corporation duly organized, validly existing and in good standing under the laws of jurisdiction of its incorporation;
 - (ii) it is properly registered to do business in all jurisdictions in which it carries on business;
 - (iii) 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
 - (iv) it has the corporate power, authority and legal right to execute and perform this Schedule and to carry out the transactions and its obligations contemplated by this Schedule.
 - B. Validity. Each Party represents and warrants that once duly executed by the Party this Schedule shall constitute valid and binding obligations on the Party, enforceable in accordance with its terms. Except as otherwise stated in this Schedule, 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 Schedule and perform its obligations.
 - C. No Conflicts. Each Party represents and warrants that (a) the execution of this Schedule, nor (b) the consummation by the Party of this Schedule 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 (ii) violate any Applicable Law.
 - D. 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 Schedule.

5. <u>Compliance with Law</u>.

- A. **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 Schedule. Merchant will at its own cost, keep such records and do such things as are reasonably necessary to ensure that Alipay and the Company complies with any Applicable Law; provided always that Merchant shall not be required to do anything which is inconsistent with or in breach of any applicable laws.
- B. **Information Verification.** In order for Alipay to satisfy its obligations and to comply with the relevant requirements under Applicable Law, upon reasonable request by Alipay, Merchants will share, records and information (including Transaction information and records with Alipay from time to time and Alipay is authorized by Merchant to provide the relevant records and information to governmental agencies, regulatory authorities and third party service providers for examination and verification as necessary.
- C. AML Requirements. The Merchant shall comply with all Applicable Law on anti-money laundering, counter-terrorism financing and sanctions (together "AML"). The Merchant shall fully cooperate with the Company's reasonable due diligence (on site or in writing) of the Merchant's AML policies and procedures, including but not limited to merchant

management, sanctions and political exposed people review, suspicious transactions monitoring and reporting. In accordance with its AML, anti-fraud, and other compliance and security policies and procedures, the Company may impose reasonable limitations and controls on Merchant's ability to utilize the Alipay acquiring Services. Such limitations may include but are not limited to rejecting Payments and/or or suspending/restricting any Alipay Acquiring Service with respect to certain Transactions.

6. <u>Disclaimer.</u> TO THE EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE EXPRESSLY STATED, ALIPAY 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 ALIPAY SERVICES, THE ALIPAY PLATFORM OR ANY APPLICATION, WEBSITE, PRODUCT PROVIDED OR USED IN CONNECTION WITH THE ALIPAY SERVICES WILL BE ERROR FREE OR OPERATE WITHOUT INTERRUPTION.

7. Indemnification.

- A. **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 Schedule by the indemnifying Party or any gross neglect, willful misconduct, fraud or dishonesty by the indemnifying Party or any of its employees or agents.
- B. Third party IP Indemnity for Alipay. The Merchant shall indemnify and defend Alipay and its Affiliates from and against any claim that any license the Merchant and/or its Affiliates granted under Clause 9 of **Part B** or the exercise thereof in accordance with this Schedule constitutes an unauthorized use or infringement of any Intellectual Property rights of a third party ("IP Claim against Alipay").
- C. Notwithstanding anything to the contrary, nothing under this Schedule shall be construed to exclude or limit Company's liability in connection with its obligations under Clause 3 of this **Part B**.
- 8. <u>Limitation of Liability. To the extent permitted</u> under Applicable Law, under no circumstances will Alipay and the Company 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 regardless of whether such losses and/or damages were foreseeable or whether Merchant had been advised of the possibility of such damages. Notwithstanding anything in this Schedule to the contrary, other than Alipay's settlement obligations under Clause 3 of **Part A**, Alipay's aggregate liability, including for claims, expenses, damages or indemnity obligations under or in connection with this Schedule or the Alipay Services, will not exceed the lesser of (a) USD\$500,000 and (b) the total fees payable by Merchant to Alipay for the Alipay Services provided in the Twelve (12) complete calendar months preceding the date of the first event giving rise to a claim upon which liability is based.

9. Intellectual Property.

- A. The Company's License to the Merchant. The Company owns all rights, title or interests in and to the Intellectual Property associated with the provision of the Alipay Acquiring Services, or has otherwise been granted the appropriate licenses by the relevant owner with respect to such Intellectual Property. Subject to the terms of this Schedule and, as the case may be, any agreement between the Company and the owner of the relevant Intellectual Property in the Alipay Acquiring Services, the Alipay Acquiring Platform and the Alipay branding and logo (it owns or is entitled to use) solely for the purpose of using the Alipay Acquiring Services in accordance with this Schedule. Such license to use the relevant Intellectual Property granted in favor of Merchant is non-exclusive, non-sublicensable (other than to Merchants as permitted by and in accordance with Clause 4 of Part C) and non-transferrable, and may be modified or revoked by the Company in writing at any time during the term of this Schedule. The Merchant shall be permitted to use Alipay's branding and logo solely as required for the purpose of using the Alipay Acquiring the term of this Schedule. The Merchant shall be permitted to use Alipay's branding and logo solely as required for the purpose of using the Alipay Acquiring the term of this Schedule. The Merchant shall be permitted to use Alipay's branding and logo solely as required for the purpose of using the Alipay Acquiring Services and strictly in accordance with the provisions of Clause 4 of Part C. The Company agrees that the licenses granted under this Clause 9 and the Merchant's use of such Intellectual Property under this Schedule will not confer any proprietary right, and the Merchant 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 Schedule.
- B. <u>The Merchant's License to the Company</u>. During the term of this Schedule for the limited purposes of performing the obligations set forth in this Schedule and subject to the terms of this Schedule, the Merchant grants to the Company a non-exclusive, non-transferable, royalty-free license to use, reproduce, publish, distribute and transmit any of the Merchant 's marketing materials, proprietary indicia or other similar items containing the Intellectual Property of the Merchant

("Merchant IP") necessary for the Company to perform its obligations contemplated by this Schedule and to refer to the name of the Merchant in the public announcement as one of the partners using the Alipay Acquiring Services. The Merchant represents and warrants to the Company that it has obtained all necessary authorities, permissions, approvals and licenses to license the Merchant IP to the Company and that the Merchant IP does not infringe the Intellectual Property of any third party.

10. Data privacy. Each Party will take all commercially reasonable endeavours 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 Schedule. The Company may transfer Transaction data, including Personal Information, to any of its Affiliates that have been delegated any of its obligations under this Schedule.

11. <u>Taxes.</u>

- A. To the extent permitted by Applicable Law, all Taxes arising from or in connection with all payments between the Company and the Merchant under this Schedule shall be for the account of and liability of Merchant, unless agreed otherwise in writing by the Parties.
- B. For the avoidance of doubt, (i) all amounts payable by the Merchant to the Company under this Schedule are exclusive of any Taxes imposed by the relevant taxation authority of applicable jurisdictions to which the Merchant is subject which shall be for the account of the Company; and (ii) any Taxes imposed by the relevant taxation authority of applicable jurisdictions to which the Merchant 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 Schedule, shall be for the account of the Merchant.
- C. Each Party shall be responsible for any and all Excluded Taxes that it is liable for under Applicable Law.
- D. 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.
- E. Nothing contained in this Schedule 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.
- 12. Confidential Information. Each Party acknowledges that the Confidential Information of the other is valuable to it and agrees to treat all Confidential Information received from the other Party in connection this Schedule as confidential. Neither Party will disclose such Confidential Information to any third party except to perform its obligations under this Schedule 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 Schedule 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 Schedule, provided that such retained Confidential Information will not be disclosed or used for any other purposes. "Confidential Information" means all nonpublic, proprietary or other confidential information, whether in oral, written or other form, including but not limited to: the content and performance of this Schedule, 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 the Company, the interface technologies, security protocol and certificate to any other website or enterprise provided by the Company).
- **13.** <u>Publicity.</u> Neither Party will issue any press release or make any public announcement pertaining to this Schedule 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 Alipay from making general statements about Alipay's business or about services similar to the Alipay Services in or outside of the jurisdiction where Merchant is located.
- 14. <u>Notice.</u> All business correspondence in relation to the business as usual operation of the Alipay Acquiring Services and amendment of any matters in relation to this Schedule (other than in respect of notification of a change of Company legal name) will: all notices and other communications given in connection with this Schedule (including changing any terms of this Schedule and, in the case of the Company, notification of a change of Company legal name) will be in writing, and will

be sent either by mail 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 courier, three (3) day's upon the sending out the mail; and (ii) if sent by facsimile machine, at the time of successful transmission by the sending Party. Notice given in any other manner will not be deemed 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 (i) amend this Schedule; or (ii) notify the receiving Party of any matter which will or may have legal consequences for the receiving Party.

15. <u>Variation</u>. No variation of this Schedule 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 Schedule via email (including email with electronic signature blocks containing the sender's name).

16. <u>Term and Termination.</u>

- **A.** General. The term of this Schedule will be for a period of one (1) year from the Effective Date (the "Initial Term"). This Schedule will renew automatically for successive one-year terms (each, a "Renewal Term") unless it is terminated by the Merchant or the Company with sixty (60) days' notice prior to the end of the then-current Term.
- B. Cause. The Company may terminate or suspend the Alipay Acquiring Services (in part or in whole) without notice to the Merchant if the Company reasonably suspects that Merchant has breached or defaulted under any term of this Schedule. The Merchant may terminate this Schedule with immediate effect (i) for breach of this Schedule by the Company if such breach is curable but not cured within thirty (30) days of notice being given by the Merchant to the Company; or (ii) for material breach of this Schedule by the Company, immediately upon notice being given by the Merchant to the Company. For the purposes of this Schedule, if either the Merchant or the Company becomes subject to bankruptcy, insolvency, reorganization, winding up or similar dissolution procedures, such occurrence will be deemed a material breach by the relevant Party of this Schedule.
- **C.** Alipay Compliance. Notwithstanding any other provision of this Schedule, the Company may terminate or suspend this Schedule, in part or in full, immediately, if the Company determines, in its sole discretion, that compliance with this Schedule would cause the Company or any of its Affiliates to violate or potentially violate any Applicable Law to which the Company or any of its Affiliates is or becomes subject to.
- **D.** For Convenience. the Company may terminate this Schedule without cause on giving thirty (30) days' notice to Company.
- **E.** Survival. Upon termination of this Schedule, the respective obligations of the Parties set out in this Schedule will cease other than obligations and rights of the Parties under Clauses 9, 10, 12, 13, 14, 15 and 18 of this **Part B** 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 **Part B** shall survive termination and continue to be due and until such amounts are paid in full by Company.
- 17. <u>No Agency</u>. Each Party confirms that it is entering into this Schedule in its own capacity for its own account and is not acting as a nominee or agent of any other third party.
- 18. Force Majeure. No Party, its Affiliates or agents will be held liable for any default, delay or failure in performing its obligations under this Schedule 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, element 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 Schedule, 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 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.
- **19.** <u>Dispute Resolution</u>. Any dispute, controversy or claim arising out of, in connection with or relating to this Schedule, including the interpretation, validity, invalidity, breach or termination, will be settled by arbitration. The arbitration will be conducted in Hong Kong in accordance with the Hong Kong International 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 arbitrator will be one (1). The arbitration will be conducted in English.

- 20. <u>Costs and Expenses</u>. Except as expressly set forth in this Schedule, each Party will be solely responsible for all costs and expenses incurred by it in connection with providing or receiving the Alipay Services.
- 21. <u>Entire Agreement</u>. This Schedule is the entire agreement between the Parties with respect to the subject matter hereof and supersedes any previous agreements and understandings.
- 22. <u>Assignment.</u> This Schedule and all rights and obligations of the Merchant under this Schedule may not be assigned, transferred, subcontracted or delegated by Merchant. The Company, in its discretion and without the consent from Merchant, can assign or transfer this Schedule or any of the Company's rights and obligations under this Schedule to any of its Affiliates, or to any third party.
- 23. <u>No Implied Waiver.</u> The waiver by either Party of a breach or default of any provision of this Schedule 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.
- 24. <u>Relationship</u>. Nothing contained in this Schedule will be construed as creating a joint venture, partnership, agency, fiduciary or employment relationship among or between the Parties.
- 25. <u>Participation of Affiliates</u>. The Company may delegate or sub-contract any or all of its obligations under this Schedule to any of its Affiliates, provided that the Company remains responsible to Merchant for the performance of its obligations under the Schedule.

TERMS OF USE

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

1. <u>Responsibilities of the Company</u>.

The Company will use reasonable commercial efforts to perform the Alipay Acquiring Services, including as follows:

- A. Encryption. Subject to Clause 7 of this **Part C**, the Company will provide the Merchant with encrypted access to the Alipay Acquiring Platform for network transmission, including but not limited to access to the Merchant's interface for transmission of Transaction information, and configuration of the safety transmission protocol.
- B. **Bankruptcy.** If the Company the Company enters into bankruptcy or liquidation, the Company will not voluntarily make the amounts payable to the Merchant under this Schedule part of the Company's bankrupted or liquidated assets. Merchant will have the right to collect such amounts in accordance with Applicable Law.

2. <u>Responsibilities of the Merchant</u>

A. **Information Accuracy & Changes.** The Merchant is responsible for ensuring that all of the information disclosed to the Company in connection with this Schedule, is materially true, accurate and complete. The Merchant will promptly inform the Company of any action or event of which it becomes aware that has the effect of making materially inaccurate, any of the Merchant's representations or warranties.

B. The Merchant's Own Use/Fraud Prevention.

- a. The Merchant will only use the Alipay Acquiring Services for its own business operations and in such manner as stated in this Schedule. The Merchant will ensure that the Alipay Acquiring 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.
- b. The Merchants only use Alipay Acquiring Services for their own account, for their own business purpose and will not make use of the payment interface provided by the Company in connection with this Schedule for performing any commercial or non-commercial services for any other third parties.
- C. **Transaction Management.** The Merchant, including any of the Merchant's computer software programs, software development kits (SDK) or service procedures, will use the Alipay Acquiring Platform in accordance with this Schedule and will ensure its system meets the software requirements and service process provided by the Company with respect to order handling and goods delivery or service provision, which may be updated from time to time. The Company will not be responsible for any loss or damages due to the malfunction of the Merchant's own system.
- D. Alipay User Disputes. The Merchant, will be solely liable for dealing with Alipay Users in relation to complaints or rejections of Products initiated by such Alipay Users.
- E. **Operational Maintenance.** The Merchant shall facilitate the provision of Alipay Acquiring 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 the Company's Platform.
- F. **Point of Sale.** The Merchants should display Alipay branding at the point of sale in compliance with Alipay guidelines, and cooperate to have its sales staff be "trained" to promote the use of the Alipay Spot Payment.

3. <u>Responsibilities for Merchants.</u>

A. The Merchant hereby agree and represent that it will comply with:

a. Part A – Alipay Services, Service Fee and Settlement

- i. 'Rules for Unauthorized Payment'
- ii. 'Fraud and Risk'

iii. 'Alipay Payment Policies'

b. Part B - Alipay Service Terms and Conditions:

- i. 'Information Verification'
- **ii.** 'AML Requirements'
- iii. 'Intellectual Property'
- iv. 'Data Privacy'
- v. 'Confidential Information'
- vi. 'Publicity'
- c. Part C Terms of Use
 - i. 'Responsibilities of Company'
 - ii. 'Presentation Guidelines'
 - iii. 'Cooperation'
- **B.** Compliance with Law. The Merchant agrees to undertake that the Products sold by the Merchant to Alipay Users under this Schedule will:
 - i. comply with all Applicable Laws,
 - **ii.** not infringe upon any third party's rights and interests, including, without limitation, intellectual property rights and proprietary rights.
- C. Indemnification. The Merchant will be responsible for any breach or violation of this Schedule by Merchant or any of the Merchant's employees or agents and indemnify the Company in full in such case as set forth under the 'Indemnification' section of **Part B**.
- D. **Termination.** The Company may terminate or suspend the Alipay Acquiring Services in whole or in part without notice to the Merchant if the Company reasonably suspects that Merchant has breached or defaulted under any term of this Schedule.

4. <u>Presentation Guidelines</u>

The Merchant will display, the brand or logo of Alipay and identify Alipay as prominently as and in parity with all other forms of payment method accepted by the Merchant, such as through display next to the point of sale at physical retail stores or on promotional materials the Merchant (as applicable). Such information on Alipay shall be present by the Merchant whenever 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 Merchant as a form of payment, unless otherwise authorized by Alipay. The Merchants, should present an accurate description of the services provided by Alipay in accordance with Alipay's guidance as issued from time to time.

5. <u>Downtime</u>. The Company's platform are subject to maintenance, repairs, inspections, modifications and improvements, during which the Alipay Acquiring Services may not be available. To the extent that any scheduled downtime adversely affect any Alipay Acquiring Services provided to the Merchant, such scheduled downtime will be notified by the Company to the Merchant with reasonable notice.

6. Cooperation.

a. <u>Launch</u>. The Merchant and the Company will use commercially reasonable efforts to launch the Alipay Acquiring Services in an efficient and cost effective manner, which will include the implementation of the Alipay Acquiring Services on the Merchant's Platform, the development of APIs, technical integrations, and data exchanges as necessary.

- b. Joint Marketing. In the Company's discretion, The Merchant and the Company will discuss in good faith joint marketing programs to promote the Alipay Acquiring Services. Any formal marketing programs may be implemented as the Parties may agree.
- c. <u>Media Announcement</u>. As requested by the Company in its discretion, The Merchant will consult with the Company in good faith to find the most appropriate way to announce the business cooperation between the Parties in the media and The Merchant will share relevant Merchant-approved data to demonstrate success of the business relationship after six months of using the Alipay Acquiring Services.

Appendix I - Prohibited Products

1.	Pornography
1.	色情
2.	Illegal drugs
2.	毒品
3.	Narcotic-taking tools
5.	吸毒工具
4.	Weapons, including accessories, replica weapons, ammunitions and explosives
4.	軍火武器/槍械及配件,含模擬槍、爆炸物
5.	Military or police equipment 軍用、警用物品
6.	Poisonous articles and hazardous chemicals
	劇毒物品和危險化學品
7.	Hacking, malware
	駭客攻擊、惡意軟體
8.	Certificate issuing and stamp carving that violate the law
	違法辦證刻章
9.	Counterfeit currency
	假幣
10.	Sale or purchase of bank account or bank card in contravention with the Laws
	買賣銀行帳戶(銀行卡)
11.	Archaeological and cultural relics
	考古文物
12.	Forged and fake products
	假冒產品
13.	Human organs
	人體器官
14.	Surrogacy services
	代孕服務
15.	Protected species
	保護動植物
16.	Smuggled goods
	走私物品
17.	Any animals, plants or products which contain dangerous germs, pests or any other living
	creature
	帶有危險性病菌,害蟲及其他有害生物的動物、植物及其產品
18.	Any products, medicine or any other article originates from epidemic area of infectious
	disease which causes threat to health of human beings or animals
	有礙人畜健康的,來自疫區其他能傳播疾病的製品,藥品或其他物品
19.	Any other goods or services that violate the law
	其他違法產品或服務

DEFINITIONS

DEFINITIONS	In this Schedule, unless otherwise defined in the Schedule itself, the following terms have the following meanings (for both the singular and plural):
Affiliate	means, with respect to a given person, (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. Any entities within the Ant Financial Group and their successors shall be regarded as Affiliates of Alipay for purposes of this Schedule;
Alipay	Alipay Payment Services (HK) Limited
Alipay Account	means an account allocated to an Alipay User by Alipay or its Affiliate upon completion of registration with Alipay or its Affiliate. Each Alipay Account is for payment and collection between Alipay or its Affiliate and the applicable Alipay User;
Alipay Account Balance	means one of the payment funding sources whereby Alipay Users can use the stored value in his or her Alipay Wallet to make Payment;
Alipay's Platform	means the payment processing system developed by Alipay or its Affiliate;
Alipay Acquiring Services	has the meaning given to it in Clause 1 of Part A ;
Alipay Services	The following services to be provided by Alipay:
	 a) processing of Payments and authorization of such Payments made by Alipay Users either through online Payment or offline Spot Payment in connection with any Transactions via Alipay's Platform operated; b) services relating to settlement with Company in the Settlement Currency with respect to such Payments; and c) other related services and ongoing technical support in connection with any of the above.
Alipay User	means an individual who has completed the membership registration process with Alipay or its Affiliate and has opened an Alipay Account;
Alipay Wallet	means a digital wallet operated by Alipay or its Affiliate, which has stored value funded through a variety of funding sources and enables Alipay Users to make Payment for Product;
Ant Financial Group	means the corporate group headed by Ant Small and Micro Financial Services Group Co., Ltd as the ultimate parent undertaking.
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;
Chargeback	means any disputed credit or debit card transaction that is returned to Alipay or credit card acquirers engaged by Alipay for reimbursement of the relevant cardholder's account.

Company's Distform	means the platform on which Alipay Service is accessed by Merchants through
Company's Platform	Company's provision of service as set forth in the Schedule;
Effective Date	means the date or the latter of the dates (if different) on which this Schedule is executed by both Parties;
Funds Available for Settlement	means the aggregate amount of Payments processed/collected by Alipay or its Affiliate with respect to all Transactions yet to be settled to Merchant;
HKD	means Hong Kong Dollar being the lawful currency of the Hong Kong
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 or other relevant technology as specified in the Service Application Form from time to time;
Merchant	means a client of the Company to whom the Company provides payment processing, authorization and settlement services;
Net Settlement Amount	has the meaning given to it in Clause 3(c) of Part A ;
Payment	means the payment in representing the relevant Transaction Value made or to be made by an Alipay User to the Merchant for the purposes of completing the relevant Transaction;
PRC	means the People's Republic of China, but for the purposes of this Schedule does not include Taiwan, Hong Kong Special Administrative Region or Macao Special Administrative Region;
Product	means any and all goods, products, services and/or items that Merchant makes available for sale to any person, including Alipay Users,;
QR Code	means a quick response code sent by the designated company (i.e. issuing bank) to the device through the QR Code payment services as a digital representation of the Card for executing transactions at designated merchant reader;
Refund	means, as appropriate, either (i) the process whereby a Payment already made by an 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;
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 Alipay are entitled to withhold, deduct or set off in accordance with this Schedule, which is payable to Merchant in accordance with this Schedule;

Spot Payment	means a Payment in relation to a Transaction which is initiated by a Merchant scanning the barcode (or other machine-readable format) generated in an Alipay User's portable device by a 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, good and services, value added, stamp or transfer taxes, duties, imposts, levies, assessments, tariffs, fees, charges or withholdings of any nature whatsoever levied, imposed, assessed or collected by a taxation authority together with all interest, penalties, fines or other additional amounts imposed in respect thereof; 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 (collectively " Excluded Taxes ").
Term	means, as appropriate, either the Initial Term or any Renewal Term, each as defined in Clause 16 of Part B ;
Transaction	means the sale and purchase transaction of Product(s) by an Alipay User from a Merchant through the Company's service as an acquirer;
Transaction Evidence	means such evidence as Alipay 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. CCTV), 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 Merchant);
Transaction Value	means, with respect to each Transaction, the amount (including any discount) payable by the Alipay User to the Merchant 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 Hong Kong and the mainland for the transaction of normal banking business.

PAYMENT ADDENDUM FOR NON-HONG KONG USERS

This addendum applies where the Alipay Service under the Schedule is offered to the Merchant for the processing of Payments to Merchants involving transactions initiated other than the "Alipay HK App".

All capitalized terms used in this Addendum shall have the same meanings as those terms are defined in this Schedule.

Terms

- 1. **Modification.** Where this addendum is applicable, in the event of a conflict between a provision of this addendum and a provision of the Schedule, the provision in this addendum will prevail.
- 2. **AML and Legal Obligations.** Merchant acknowledges that Alipay and the Company has certain obligations under the AML laws and regulations applicable to Alipay and the Company in relation to Alipay Services and Alipay Acquiring Services. Merchant will at its own costs, keep such records and do such things as reasonably requested by Alipay and the Company, including undertaking identification of its Merchants and providing records of transactions to Alipay and the Company, as are reasonably necessary to ensure that Alipay and the Company complies with any Applicable Law; provided that Merchant shall not be required to do anything which is inconsistent with or in breach of any Applicable Law.
- 3. **Prohibited Products.** In accordance with Clause 5(c) of **Part A**, set out below is a list of Prohibited Products, which may be updated by Alipay and/or the Company and notified to Merchant from time to time:

1.	Illegal political audio visual products and publications 非法政治音像製品、出版物
2.	Illegal political cards and program channels 非法反動卡類和節目台
3.	State secret documents and information 國家機密檔資料等
4.	Pornographic and vulgar audio visual products/publications 黃色低俗音像製品/出版物
5.	Pornographic and vulgar erotic services 黃色低俗色情服務
6.	Pornographic and vulgar cards and program channels 黃色低俗卡類和節目台
7.	Other pornographic and vulgar articles or services 其他黃色低俗物品或服務
8.	Gambling tools 賭博器具
9.	Private lottery 私彩
10.	Gambling/betting 賭博/博彩服務
11.	Narcotics 毒品
12.	Narcotic-taking tools 吸毒工具
13.	Weapons of all types (including military weapons/firearms and accessories), replica weapons, ammunitions and explosives 軍火武器/槍械及配件, 含模擬槍、爆炸物
14.	Military or police equipment 軍用、警用物品
15.	Controlled instruments (such as dagger) which would potentially be used as a weapon 管制器具
16.	Illegally obtained proceeds or properties as result of crime 犯罪物品
17.	Poisonous articles and hazardous chemicals 劇毒物品和危險化學品

18.	Batons and electric batons 甩棍、電棍、電擊棍等其他物品
19.	Lock pick tools 開鎖工具
20.	Anesthetic, psychotropic or prescription medicine; illegal unregistered medicine 麻醉藥品、精神類藥品、處方藥、無批號藥品
21.	Fetal gender determination 胎兒性別鑒定
22.	Aphrodisiac 成人藥品
23.	Medical service, including medical consulting, hypnotherapy, plastic surgery 醫療服務,包括醫療諮詢、催眠、整容整形
24.	Unauthorized payment service provider 協力廠商轉支付平臺(二清無牌機構)
25.	Matchmaking service between Chinese and foreign citizen 涉外婚介
26.	Hacking 駭客攻擊
27.	Malware 惡意軟體
28.	Services jeopardizing Alipay or any of its Affiliates or related party. 危害阿裡巴巴各子公司或相關方的服務
29.	Certificate issuing and stamp carving that violate the law 違法辦證刻章
30.	Crowd funding 眾籌
31.	Video chat 視頻聊天
32.	Religion 宗教網站
33.	Online cemetery and worshipping 網上公墓、網上祭祀等服務
34.	ID card information and other privacy information 身份證資訊等侵犯個人隱私的資訊
35.	Spy equipment 間諜器材
36.	Computer privacy information monitoring 電腦隱私資訊監控
37.	Other privacy invasion material or service 其他危害個人隱私的物品或服務
38.	Pyramid scheme 傳銷
39.	Lottery 彩票
40.	Gold investment 黃金投資
41.	Credit card cashing 信用卡套現
42.	Counterfeit currency 假幣
43.	Sale or purchase of bank account or bank card in contravention with the Laws 買賣銀行帳戶(銀行卡)
44.	Stock 股票
45.	Fund 基金
46.	Insurance

	保險
47.	Insurance platform 保險平臺
48.	Bank financial products 銀行理財產品
49.	Rebate service 返利
50.	Financial information software, financial products trading software 股票軟體,股票資訊、財經資訊
51.	Single-purpose prepaid cards 單用途預付卡
52.	Securities 證券
53.	Illegal fund-raising 非法集資
54.	Foreign exchange services 外匯兌換服務
55.	P2P lending P2P 金融互助平臺
56.	POS payment POS 支付
57.	Payment by instalments service 分期付款服務
58.	Invoice 虛開發票
59.	Bitcoin, Litecoin, Ybcoin, and other virtual currency transactions 虛擬貨幣,比特幣、萊特幣、元寶幣等虛擬貨幣交易
60.	Satellite antenna 衛星天線
61.	Archaeological and cultural relics 考古文物
62.	Circulating RMB 流通人民幣
63.	Foreign currency 外幣
64.	Forged and fake food products 假冒產品(食物類)
65.	Tobaccos 煙草(線上禁售)
66.	Fireworks and firecrackers 煙花爆竹
67.	Crude oil 原油
68.	Human organs 人體器官
69.	Surrogacy services 代孕服務
70.	Impersonation in exams, plagiarism 替考、代考、代寫論文服務
71.	Protected species 國家保護動植物
72.	Smuggled goods 走私物品
73.	Olympic Games or World Expo tickets, or other infringement according to state regulations 特殊時期特殊規定(版權、國家同步規定、奧運)
74.	Seeds

	種子
75.	Real estates 不動產買賣
76.	Charity 慈善公益
77.	Auction 拍賣
78.	Pawn 典當
79.	Lucky draw 抽獎
80.	Any animals, plants or products which contain dangerous germs, pests or any other living creature 帶有危險性病菌,害蟲及其他有害生物的動物,植物及其產品
81.	Any products, medicine or any other article originates from epidemic area of infectious disease which causes threat to health of human beings or animals 有礙人畜健康的,來自疫區其他能傳播疾病的制品,藥藥品或其他物品
82.	Public gathering 集會活動
83.	Any other goods or services that violate the law 其他違法產品或服務