

Schedule of Service

C. FPS Merchant Services (“FPS Schedule” or “Schedule”)

1. DEFINITIONS AND INTERPRETATIONS

1.1 In this FPS Schedule, unless the context otherwise requires:

“Customer Data ” means the Customers’ names, account information, FPS Transaction information, Personal Data and any other information relating to the Customers and/or their use of FPS in connection with this FPS Schedule collected by, generated by, or otherwise coming into either party's possession or control, whether prior to, on or after the date of this FPS Schedule, together with documents and information prepared by either party which contain or are based in whole or in part upon such information (and includes all information in written, oral, electronic or other machine-readable form);

“Customer or FPS User” means any person who from time to time is accepted as a user of FPS and who purchases goods or services from the Merchant utilizing FPS as the payment solution;

“FPS” means the Faster Payment System and related facilities and services provided, managed and operated by Hong Kong Interbank Clearing Limited (“HKICL”) from time to time for (inter alia) processing direct debits and credits, funds transfers and other payment transactions;

“FPS Account” means the bank account(s) maintained by the Company with an FPS Participant for the purpose of providing Payment Collection Service to the Merchant under this FPS Schedule;

“FPS ID” means a unique random number generated by FPS, for association with the account of a customer of a FPS Participant;

“FPS Participant” means an approved participant of FPS which may be a bank or other financial institution, a retail payment system operator, a licensed stored value facility, or any other person accepted by HKICL as a participant of HKICL FPS from time to time;

“FPS Transactions” means those transactions as between the Merchant and Customer permissible under this Schedule in relation to which the FPS Merchant Service are supplied;

“Payment Collection Service” means the payment collection service to be provided by the Company to the Merchant under this FPS Schedule with regard to the Merchant’s FPS Transactions, by way of collecting the corresponding proceeds of such FPS Transactions into the FPS Account, and crediting the same into the Merchant Account afterwards subject to and in accordance with the provisions of this FPS Schedule;

“Transaction Limit” means such limits that the Company may establish, in its sole discretion, for: (a) each FPS Transaction amount; (b) the aggregate monetary amount of the Merchant’s FPS Transactions per day, week, month, Year or any other period of time; (c) the number of the Merchant’s FPS Transactions per day; and/or (d) the number of the Merchant’s FPS Transactions per month or any other period of time.

2. USE OF FPS AS PAYMENT SOLUTION

2.1 During the term of and subject to the provisions of this FPS Schedule, the Company shall provide the Payment Collection Services to the Merchant, and the Merchant shall be entitled to the use of FPS as offline and/or online (subject to the Company’s absolute discretion) payment solution for the sale of goods and services to the Customers.

- 2.2 The Merchant shall take all practicable steps to notify the Customers that the Merchant accepts FPS as a payment solution for its goods and services by prominently displaying the FPS acceptance logo (and/or other materials provided by the Company for this purpose) ("**FPS Acceptance Materials**") at appropriate locations at each point of sale. The Merchant shall display the FPS Acceptance Materials at its points of sale no less prominently than it promotes the acceptance of any other payment service or solution.
- 2.3 The Merchant acknowledges and agrees that:-
- (i) The Payment Collection Service shall only be used and facilitated by the Merchant for goods and/or services the supply of which is lawful according to the Applicable Laws;
 - (ii) When using FPS as a payment solution for the Merchant's goods and/or services, the price a Customer will pay for his purchase is a fixed price denominated in Hong Kong Dollars, the lawful currency of Hong Kong ("**HKD**"), and the Customer will only be informed of HKD for his purchase;
 - (iii) The Company may impose Transaction Limits in relation to the Merchant's use of the Payment Collection Service, which shall be as determined by the Company from time to time. The Company shall be entitled to adjust any Transaction Limit at its sole and absolute discretion at any time during the term of this FPS Schedule with or without notice;
 - (iv) The Company has the right, but not the responsibility, to monitor the Merchant's FPS Transactions and assess credit and other risks on the basis of such FPS Transactions, and may in its sole and absolute discretion require to change one or more of the Merchant's Transaction Limits, extend the settlement period for any FPS Transaction or suspend settlement with the Merchant based on the Company's monitoring of the Merchant's transaction history and other factors; and
 - (v) The Company may, in its absolute discretion, delay, suspend or reject any FPS Transactions if any applicable Transaction Limit would thereby be exceeded or if the Company suspects that an FPS Transaction would subject the Merchant or the Company to unacceptable financial or security risks, may be unauthorized, fraudulent, suspicious, unlawful, in violation of this FPS Schedule, likely to give rise to a dispute by the Customer, or is otherwise unusual.
- 2.4 As a condition of the Merchant's access to and use of FPS under this FPS Schedule as a payment solution for goods and/or services offered by the Merchant, the Merchant hereby accepts and agrees to be bound by such operational rules which the Company may in good faith issue to the Merchant from time to time.
- 2.5 The Merchant's access to and use of FPS under this FPS Schedule is subject to and conditional upon: (1) the setting of Transaction Limits by the Company; (2) the Merchant's payment of reserves, deposits (if applicable) and any applicable fees and charges to the Company; (3) proper installation of the Supporting Infrastructure and Services at the Merchant's point of sale; and (4) any other conditions that may be notified by the Company from time to time.
- 2.6 The Merchant shall ensure that each static QR Code as provided by the Company to the Merchant for its use is conspicuously and conveniently displayed within the Merchant's point of sale. Where a dynamic QR Code is to be used for an FPS Transaction, the Merchant shall display to the Customer the computer-generated dynamic QR Code within its validity period and shall not use a captured screenshot in lieu of such dynamic QR Code. It shall be the sole responsibility of the Merchant to verify that the information communicated by a dynamic QR Code generated for an FPS Transaction actually matches the particulars of that FPS Transaction.

2.7 The Merchant shall not accept any FPS Transaction unless it has been authorized by FPS. In respect of each and every such FPS Transaction, the Merchant shall submit to the Company such information in such manner as may be required by FPS from time to time, and FPS may decline to authorize any FPS Transaction in HKICL's absolute discretion without assigning any reason therefor.

3. SECURITY

3.1 The Merchant shall take effective measures to properly keep its FPS ID, password, personal identification number (PIN) and safety certificate (if any) provided by the Company or any third party to the Merchant for the purpose of this FPS Schedule, and shall not provide them for use by or disclose the same to any third party in any manner whatsoever. FPS ID is valid proof for the Company to confirm the identity of the Merchant. The Merchant shall be solely responsible for all operations under Merchant Account.

3.2 The Merchant shall be responsible for managing and maintaining the FPS ID, password, PIN and safety certificate (if any) for having access to and operating the Merchant Account. The password set by the Merchant should not be too simple to avoid any illegal use by any other party.

3.3 If the Merchant's FPS ID, password or PIN or safety certificate for the Merchant Account is compromised due to leakage or otherwise, or such FPS ID, password, PIN or safety certificate is or is suspected of having been subject to unauthorized use such as being stolen or assumed etc., the Merchant shall immediately report to the Company.

3.4 Upon receipt of formal notification of security leak from the Merchant, the Company is entitled (but not obliged) to, after verifying the identity information of the Merchant remaining available, proceed with the procedures for investigation of such security leak. The Merchant shall be liable for the consequences of all operations under the Merchant Account before the Company's receipt of the formal notification of security leak. The account payment function of the Merchant Account will be suspended after the formal notification of security leak has reached the Company, but account receivables (if any) can still be remitted into such account.

3.5 For notification of security leak and cancellation of security leak, the parties shall communicate with each other by the telephone number or e-mail address specified in this FPS Schedule. The Merchant acknowledges that, in order to avoid any malicious notification of security leak or cancellation of security leak, the Company only recognizes communications from the Merchant through the effective means mentioned above.

4. RIGHTS AND OBLIGATIONS OF THE MERCHANT

4.1 The Merchant is responsible for the set-up of its own hardware platform and assume the relevant equipment expenses and communication expenses. The Merchant shall properly develop, debug, operate and maintain its own computer system and ensure the security of its own system. The Merchant shall clarify to the Company the specific requirements of each party's transmission protocol, security mechanism, hardware requirements, physical connection and other technical details. The Merchant shall adopt the technologies recognized by the Company to ensure the security, stability and practicability of the cooperation between the parties, and shall not use any equipment or human resources that might adversely affect the information security, and shall ensure the security and confidentiality in the transmission process of payment information data.

4.2 The Merchant shall ensure the accuracy and completeness of the information kept in relation to its FPS Transactions. Information recorded shall include (wherever available), without limitation, name of the product, product serial number, product unit price, total selling price, delivery information and receipt with consignee's signature or an electronic receipt or reply in the case of virtual goods. FPS

Transaction records shall be kept by the Merchant for a period of at least eighteen (18) months from the date of the FPS Transaction. The Company shall have the right to request the production of FPS Transaction records by the Merchant by giving the Merchant two (2) business days' notice.

- 4.3 The Merchant shall indemnify the Company and its affiliates from and against any claim, suit, action, demand, damage, debt, loss, cost, expense (including litigation costs and attorneys' fees) and liability arising from: (i) the Merchant's use of FPS under this FPS Schedule; (ii) any sale or purported sale of goods or services by the Merchant through FPS under this FPS Schedule; (iii) any breach by the Merchant of any Applicable Laws; or (iv) any breach by the Merchant of this FPS Schedule.
- 4.4 Under this FPS Schedule, the Company is a payment processing provider for the limited purpose of: (1) making available FPS as a means of payment; (2) collecting funds arising from FPS Transactions; and (3) in relation to (2), subject to and in accordance with the terms and conditions of this FPS Schedule, remitting funds to the Merchant relating to FPS Transactions. Except for its limited role set out in this clause, the Company is not involved and has no other role in or responsibility for any underlying FPS Transaction.
- 4.5 Processing of payments through FPS requires a reasonable period of time and may not occur any earlier than as provided in the Annexure. The Company does not guarantee payment on behalf of any Customer. The Company's obligation to remit funds collected by it on the Merchant's behalf shall be limited to funds that the Company has actually received and which are not subject to any form of restraint under any Applicable Law, and the Company shall have no obligation to pursue any collection action against any Customer. Receipt of funds from the Customers by the Company on the Merchant's behalf in connection with the FPS Transactions shall be deemed receipt of funds by the Merchant and will satisfy the obligations owed to the Merchant by the Customers in the amount of the applicable payment by such Customers, even if the Company is for any legitimate reason restrained from remitting such funds to the Merchant.
- 4.6 The Company makes no other representations or warranties of any kind, express or implied, including without limitation: (a) implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement; (b) that the Payment Collection Service will meet the Merchant's requirements, will always be available, accessible, uninterrupted, timely, secure or operate without error; (c) that information, content, materials or products included on the Merchant's platform will be as represented by the Merchant, available for sale at the time of listing, lawful to sell, or that the Merchant or Customers will perform as promised; (d) any implied warranty arising from course of dealing or usage of trade; (e) any implied obligation, liability, right, claim or remedy under contract; and (f) any obligation, liability, right, claim or remedy in tort, whether or not arising from the negligence of the Company, in equity, or otherwise. To the fullest extent permissible under Applicable Laws, the Company disclaims any and all such representations and warranties.

5. RIGHTS AND OBLIGATIONS OF THE COMPANY

- 5.1 Subject to the Company's proper assessment and satisfaction of getting the Merchant on-board in accordance with Applicable Laws and to the terms of this FPS Schedule, the Company shall provide the Merchant with Payment Collection Service in connection with the Merchant's FPS Transactions, by way of fund collection, fund settlement, fund clearance, and daily FPS Transactions reporting (in such format and manner as the Company may in its absolute discretion determine).
- 5.2 The Company will if thought fit and in such manner as it may in its absolute discretion determine coordinate, facilitate and procure the installation of relevant Supporting Infrastructure and Services for the Merchant from third parties in order for the Merchant to use and enable FPS as a payment solution to pay for goods and/or services offered by the Merchant.

5.3 The Merchant authorizes the Company to deduct, directly from the Merchant Account, an amount equivalent to the amount payable by the Merchant to the Company if any of the following events occurs :-

- (i) the Merchant owes any fees due to the Company pursuant to this FPS Schedule or any other agreement relating to the Payment Collection Service; or
- (ii) the Company incurs a loss as a result of the Merchant's breach of this FPS Schedule.

5.4 The Company is entitled to:

- (i) record, collect and use all information and data regarding each FPS Transaction and the Merchants' use of FPS under this FPS Schedule. Notwithstanding the foregoing, to the maximum extent permitted under Applicable Laws, the Company is under no obligation to maintain any FPS Transaction records, data or information on behalf of the Merchant or to reconcile or monitor any activity involving the Merchant Account, and the Merchant shall be solely responsible for maintaining its own records relating to its FPS Transactions; and
- (ii) share any information and data provided by the Merchant or otherwise collected by the Company, with any financial institutions as necessary for its operation, management and administration of the Payment Collection Service or to otherwise comply with its obligations under any Applicable Law.

6. SETTLEMENT AND SERVICE CHARGE

6.1 Subject to the provisions of this FPS Schedule and the Applicable Laws, for each FPS Transaction duly concluded by the Merchant in accordance with the requirements of this FPS Schedule in respect of which full payment has been credited to the FPS Account via FPS, the Company shall provide settlement to the Merchant subject to a subscription fee by way of service charge, in such manner as stipulated in this Clause 6 and the Annexure.

6.2 The Company agrees to pay to the Merchant the settlement sum received from FPS after deduction of the subscription fee referred to in Clause 6.3(iii) below. The Company reserves the right to change the rate of such fee at any time at its sole discretion on thirty (30) calendar days' notice. Such amendment shall be in force the day following the thirtieth (30th) day.

6.3 Terms for calculation of fees and settlement:

- (i) Settlement period: T+N. The FPS Transactions amount accrued will be settled by the Company with the Merchant in accordance with the FPS Transaction records on the FPS Account in 1 day (postponed to the following Business Day in the case of a Saturday, Sunday or public holiday in Hong Kong) from and excluding the date on which the FPS Transaction is completed.
- (ii) Rate for subscription fee (inclusive of tax, if any) is as described in the Annexure hereto.
- (iii) The Merchant acknowledges that the Company's payment platform settlement system calculates subscription fee in accordance with the amount of each FPS Transaction. When calculating the subscription fee, the amount of the subscription fee shall be rounded up to two decimal points. The Merchant agrees to waive any right, title or interest it may have in any difference in subscription fee resulting from such rounding up.
- (iv) The Company shall, after deducting all subscription fee from the relevant FPS Transaction amounts, remit the balance to the Merchant by way of online electronic transfer to the bank account designated by the Merchant in such currency agreed by the parties (specifically, in HKD).

If the Merchant changes the bank account for any reason, it shall promptly give a valid notification to the company of such change and provide any other information required by the Company. If the Merchant changes the bank account but fails to promptly notify the Company, any additional costs or losses so incurred shall be borne by the Merchant. Loss arising from change of bank account or designated receiving entity by the Merchant shall be borne by the Merchant.

- 6.4 The minimum amount of settlement in relation to the bundled FPS Transactions to the Merchant by the Company is HKD0.01. If the settlement payment to the Merchant during any settlement period is less than HKD0.01, the Company will not remit such settlement payment to the Merchant. The settlement payment will then be paid in the next settlement period. The exact time for availability of funds shall be subject to the settlement rules and practices of the banking system.
- 6.5 The Company shall be entitled to fully recover from the Merchant all costs and loss incurred or sustained by the Company in the following cases:
- a. where the Merchant violates any laws, rules, policies, regulations or guidelines of any relevant country, bank, organization or regulatory body which directly or indirectly results in the Company incurring or sustaining any loss or damage ;
 - b. where the Company is fined or penalized by any country, bank, organization or regulatory body due to the Merchant's activities; or
 - c. any other instance in which the Company incurs or sustains any loss or suffers any form of damage as a direct or indirect result of the Merchant's activities.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 The Merchant acknowledges and agrees that (1) the Company reserves all right, title and interest in its and its affiliates' Intellectual Property Rights; and (2) all rights not expressly granted to the Merchant are reserved and retained by the Company, its affiliates or licensors, suppliers, publishers, rights holders, or other content providers.

8. THE MERCHANT'S REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

- 8.1 As of the Effective Date and continuously until the expiration or termination of this FPS Schedule in accordance with its terms, the Merchant represents, warrants and undertakes as follows:
- (i) it is validly existing, duly empowered and authorized to execute, deliver and perform this FPS Schedule;
 - (ii) the contact information for its contact person identified in the Merchant Application is true and accurate, and such contact person is authorized to represent the Merchant in connection with the FPS Transactions. The Merchant shall immediately notify the Company in writing if there is any change in the contact information for the Merchant's contact person;
 - (iii) it holds all necessary registrations, licences, authorizations, and similar instruments under applicable laws to carry out all its duties under this FPS Schedule;
 - (iv) it has complied with and will continue to comply with all Applicable Laws or court and governmental orders by which it is bound or to which it is subject in connection with the execution and performance of this FPS Schedule;

- (v) it has provided true, valid and complete information for the purpose of this FPS Schedule;
- (vi) neither it nor its affiliates, nor any of their directors, managers, officers, partners, employees or agents is the subject of any sanctions or prohibitions imposed by any state or para-state organization, or otherwise subject to any restrictions on their access to and use of any funds transfer, clearing or settlement systems;
- (vii) it shall perform its obligations using suitably qualified and experienced, adequately trained and supervised personnel; and
- (viii) if the Company allows the Merchant to have access to the Systems in connection with this FPS Schedule, the Merchant shall only use such Systems in the manner and for the duration agreed by Company and shall comply with, and shall procure that its personnel comply with, any policies and instructions notified to it from time to time in relation to access to or use of the Systems.

8.2 Except as expressly provided in this FPS Schedule, neither party makes any representations or warranties to the other party, and each party hereby excludes all conditions, terms, representations and warranties (whether express or implied) regarding any matter relating to the subject matter of this FPS Schedule, including any representation or warranty in relation to any information provided or the results to be derived from the performance of either party's obligations, except to the extent expressly provided in this FPS Schedule or to the extent that such conditions, terms, representations or warranties may not be excluded under Applicable Laws.

9. CUSTOMER COMPLAINTS AND CONCLUSIVENESS OF FPS TRANSACTIONS

9.1 The Merchant shall be solely responsible for handling all complaints from the Customers arising out of any of the Merchant's FPS Transactions, whether relating to quality, quantity, delivery or otherwise. The Merchant shall further be solely responsible for meeting or resisting the claims of such Customers, whether litigated or not. As between the Company and the Merchant, and for the purpose of this FPS Schedule, an FPS Transaction shall be deemed concluded upon collection of the corresponding fund into the FPS Account, whereupon such FPS Transaction shall be irreversible.

10. LIMITATION OF LIABILITIES

10.1 The Merchant acknowledges and agrees that:

- (i) The Company will use reasonable endeavours to ensure that the Payment Collection Service will generally be uninterrupted and that transmissions or transactions via FPS will be generally error-free. However, due to the nature of the internet and of the electronic transmission of data, this cannot be guaranteed; and
- (ii) the Merchant's access to the Payment Collection Service may also be occasionally suspended or restricted to allow for repairs, maintenance, or the introduction of new facilities or services.

10.2 The Merchant acknowledges and agrees that, the Company will not be responsible, to the fullest extent permitted by law, for any losses that are not directly caused by fraud or willful neglect, including:

- (i) any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure);
- (ii) any indirect or consequential losses (regardless of whether or not such indirect or consequential losses are reasonably foreseeable or otherwise);

- (iii) any currency depreciation, foreign exchange loss, loss of interest and other risks in relation to the amount kept, collected or paid on the Merchant's behalf;
 - (iv) any liabilities in relation to the following risks which the Merchant may encounter: (a) information with threatening, defamatory or illegal content from an anonymous source or someone using a false or fictitious name; (b) the Merchant being misled or deceived by any person which results in psychological or physical harm and/or economic loss; or (c) other risks caused by improper conduct of any Customer; or
 - (v) any liability for the interruption or disruption of the Payment Collection Service in case of: (a) malfunction of the computer software, systems, hardware and communication networks of FPS, HKICL, the Merchant, a FPS User, or other user of FPS; (b) malfunction of any relevant banking system or banking network; (c) any unauthorized or incorrect or incomplete FPS Transaction instruction; (d) suspension of FPS due to law or regulation; or (e) any other circumstance whatsoever which is not reasonably foreseeable by the Company (which exemption includes liability that would otherwise arise for any direct loss).
- 10.3 Unless expressly prohibited by any Applicable Law, the Merchant acknowledges and agrees that the Company shall bear no liability for any and all possible losses of the Merchant caused by Force Majeure Events. A "**Force Majeure Event**" is any action, event or failure which is beyond the Company's reasonable control (which includes without limitation acts of God, natural disasters, wars or war-like hostilities, terrorist attack, malicious interference, acts of any government or authority, power failures, employee disputes or strikes, communication line errors, technical problems, network or mobile communication terminal failure or system instability).
- 10.4 In no event will the Company or any of its affiliates be liable in connection with this FPS Schedule for any damage caused by:
- (i) information with threatening, defamatory or illegal content from an anonymous source or someone using a fake name;
 - (ii) the Merchant being misled or deceived by any person which results in psychological or physical harm and/or economic loss;
 - (iii) other risks caused by improper conduct of a user of FPS;
 - (iv) a hacker attack or computer virus attack which results in the inactivation of any System; or
 - (v) any System being destroyed, paralysed or unable to operate in normal condition.
- 10.5 Without prejudice to the generality of clause 10 hereof, because the Company is neither the buyer nor the seller of the Merchant's goods and/or services, if a dispute arises in relation to such goods and/or services, the Merchant releases the Company and its affiliates from all claims, demands and damages (actual, direct, consequential or otherwise) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such dispute.
- 10.6 To the fullest extent permitted by the Applicable Laws, the Company will not be liable (whether in contract, tort -including negligence, equity, or under any statutory implied term) for any damage of any kind including without limitation direct, indirect, incidental, punitive, special and consequential damage (including without limitation loss of profits, loss of revenue or loss of data) arising out of or in connection with this FPS Schedule, or the inability to use FPS or the Payment Collection Service, or in connection with any goods or services purchased or obtained or messages received or transactions paid for through FPS, whether or not the Company has been advised of the possibility of such damage.

- 10.7 Notwithstanding any provisions of this FPS Schedule, and to the extent permitted by Applicable Laws, the total aggregate liability of the Company and its affiliates for all claims in connection with this FPS Schedule, arising out of any circumstances, shall be limited to the amount of the subscription fees that the Merchant has paid to the Company with regard to the Merchant's FPS Transactions to which the Merchant's claims relate.
- 10.8 The Company is not responsible for any third party charges the Merchant may incur (including any charges payable to the Merchant's internet and telecommunication service providers) in relation to or arising from the Merchant's use of the Payment Collection Service.
- 10.9 The foregoing provisions on limitation of the Company's liabilities shall operate to the fullest extent as permitted by the Applicable Laws.

11. CONFIDENTIALITY

- 11.1 Both parties shall not disclose to any third party the contents of this Agreement, any Customer Data or payment information obtained through FPS or the Payment Collection Service, or any trade secrets or related technology without prior written consent from the other party. The parties to this Agreement shall ensure that their respective Personnel observe the confidentiality obligations set out in this clause. The confidentiality obligations contained in this clause shall survive the termination of this Agreement. These confidentiality obligations do not apply to the extent that disclosure is required by law or regulation or requested by any governmental or regulatory agency or authority and do not apply in relation to any disclosure of information that the Company is required to make to the FPS Participant.

12. TERM, EFFECT AND TERMINATION OF THIS FPS SCHEDULE

- 12.1 This FPS Schedule will continue in full force and effect as from the Effective Date until terminated in accordance with the terms of this FPS Schedule.
- 12.2 Any termination of this FPS Schedule shall be without prejudice to any rights or liabilities of either party to the other party accrued at the date of termination or expiration or in respect of any breach of the other party of any conditions herein contained or any amount owing, due or payable under this FPS Schedule.
- 12.3 The provisions of this FPS Schedule, which by their nature and content are intended, expressly or impliedly, to continue to have effect notwithstanding the completion, rescission, termination or expiration of this FPS Schedule shall survive and continue to bind the Merchant and the Company.
- 12.4 If any of the following circumstances forthwith occurs on the part of the Merchant, the Company shall be entitled to unilaterally terminate this FPS Schedule forthwith and the Merchant shall be liable for compensating the Company for any loss incurred in consequence of the same, namely:
- (i) the Merchant directly or indirectly participating in fraud;
 - (ii) the Merchant operating in a way that breaches any of the provisions of this FPS Schedule, or any of the other applicable policies or agreements referenced in this FPS Schedule or notified by the Company to the Merchant from time to time;
 - (iii) the Merchant entering into any FPS Transaction which in the sole determination of the Company may be fraudulent or otherwise in violation of any Applicable Laws;
 - (iv) the Merchant unreasonably refusing to respond or wilfully delaying any response to an enquiry from the Company;

- (v) the Merchant entering into insolvency proceedings, dissolution or having its business licence cancelled;
- (vi) the Merchant's forgery or wilful default of payment;
- (vii) the Merchant conducting other acts to damage the interests of the Company;
- (viii) the Merchant engaging in illegal business; or
- (ix) the Merchant engaging in suspicious transactions.

12.5 Either party may terminate this FPS Schedule by giving the other party not less than one (1) month's notice.

12.6 Suspension, refusal or change of the Payment Collection Service

Notwithstanding anything herein contained to the contrary, the Company shall be fully entitled at any time and from time to time to :

- (i) suspend the provision of the Payment Collection Service or any other services envisaged by this FPS Schedule (collectively "Services") to the Merchant for so long as the Company may in its absolute discretion think fit with or without prior notice and without assigning any reason therefor;
- (ii) refuse to accept any instruction from or effect any transaction for the Merchant with or without prior notice and without assigning any reason therefor; and
- (iii) vary the Services available or its operations (including transaction limit or cut-off time) or the terms of this FPS Schedule, or withdraw any Services, close the Merchant Account or terminate any Services, with or without prior notice and without assigning any reason therefor.

13. DISPUTE RESOLUTION

13.1 Any dispute, controversy or claim (whether in contract, tort or otherwise) arising out of, relating to, or in connection with this FPS Schedule, including their existence, validity, interpretation, performance, breach or termination ("**Dispute**"), shall be referred to and resolved by arbitration administered by the Hong Kong International Arbitration Centre under the Hong Kong International Arbitration Centre Administered Arbitration Rules in force when the Notice of Arbitration is submitted in accordance with those Rules. The seat of the arbitration shall be Hong Kong. There shall be one arbitrator only. The arbitration proceedings shall be conducted in English.

13.2 If the Dispute cannot be resolved by arbitration or if any party appeals against the arbitral award, the parties hereby submit to the non-exclusive jurisdiction of the courts of Hong Kong.

14. MISCELLANEOUS

14.1 Any agreement amending, supplementing, novating or restating this FPS Schedule shall form an integral part of this FPS Schedule and have the same legal effect.

14.2 This FPS Schedule constitutes the entire agreement between the Company and the Merchant with respect to the subject matter and supersedes any and all prior agreements, understandings, or arrangements, whether oral or written.

14.3 The Merchant shall not assign its rights or transfer by way of novation its rights and obligations under this FPS Schedule without the prior written consent of the Company. The Company shall have the right

to assign its rights or transfer by way of novation its rights and obligations under this FPS Schedule without the prior written consent of the Merchant and the Merchant hereby consent to such assignment or transfer.

- 14.4 Nothing in this FPS Schedule creates or is intended to or create any type of joint venture, employee-employer, creditor-debtor, escrow, partnership, or any fiduciary relationship between the Company and the Merchant or its affiliates. Neither party shall be deemed to be an agent or representative of the other by virtue of this FPS Schedule; neither party is authorized to, or will attempt to, create or assume any obligation or liability, express or implied, in the name of or otherwise on behalf of the other party. Without limiting the generality of the foregoing, neither party will enter into any contract, agreement, or other commitment, make any warranty or guarantee, or incur any obligation or liability in the name or otherwise on behalf of the other party.
- 14.5 Subject to Clause 14.7, a person who is not a party to this FPS Schedule has no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the laws of Hong Kong)(the “Third Parties Ordinance”) to enforce or to enjoy the benefit of any term of this FPS Schedule.
- 14.6 Notwithstanding any term of this FPS Schedule, the consent of any person who is not a party to this FPS Schedule is not required to rescind or vary this FPS Schedule at any time.
- 14.7 The Company and any of its affiliates may by virtue of the Third Parties Ordinance, rely on any provision of this FPS Schedule (including without limitation any indemnity, limitation or exclusion of liability) which expressly confers rights or benefits on that person.

THE ANNEXURE ABOVE REFERRED TO

Type of Transaction

FPS Transaction

Rate for Subscription Fee (Single Transaction)

Description of Equipment

(As per actual deliver record)

Deposit

HKD0.00