

Schedule of Service

H. Digital Currency Electronic Payment Merchant Acquiring Service (“DCEP Acquiring Service” or “Schedule”)

WHEREAS:

- A. Bank of China Limited (“BOC”) is one of the state-owned commercial banks in the PRC and operates the Digital Currency Electronic Payment (“DCEP”) Function.
- B. The Company has been appointed by BOC as an acquirer to procure merchants to accept use of the DCEP Function in Hong Kong as payment for goods and services.
- C. The Merchant intends to accept payment by means of the DCEP Function for the goods or services sold or rendered to its customers on the terms and subject to the conditions of this Schedule.
- D. The master wallet and sub-wallet function is BOC's existing function, the Company only needs to open a master wallet and sub-wallet with BOC once. The master wallet is under the Company's name, and the sub-wallet is a merchant sub-wallet under the Company's master wallet, which is a transitional account for internal accounting

1. DEFINITIONS AND INTERPRETATIONS

1.1 In this Schedule, unless the context otherwise requires:

"**Applicable Taxes**" means any and all sales, goods and services, use, excise, premium, import, export, value added, consumption and other taxes, regulatory fees, levies (including environmental levies) or charges and duties assessed, incurred or required to be collected or paid for any reason in connection with any advertisement, offer or sale of products or services by the Merchant in connection with the DCEP Function;

"**HKMA**" means the Hong Kong Monetary Authority;

"**Merchant Participant**" means a business operator who has entered into a DCEP Acquiring Service Schedule with the Company, pursuant to which the business operator agrees to accept payments from DCEP Users for sales of its goods and/or services and meets the requirements of Clause 7;

"**PRC**" means the People's Republic of China, and for the purpose of this Schedule, excluding Hong Kong, Macau Special Administrative Region of the PRC, and Taiwan;

"**Product Information**" means any information provided in relation to a product or service offered by the Merchant to DCEP Users, whether through DCEP Function or at the Merchant's physical stores or other permitted points of sale, including product or service names or descriptions, UPC or product codes, product or service notices or disclaimers, prices, product or service availability or status, shipping and handling charges and tax rates;

"**Supporting Infrastructure and Services**" means (1) point-of-sale terminals, supporting hardware and other equipment; (2) terminal financing; (3) local supporting functions; and (4) any other hardware or software systems reasonably required for the purpose of use of DCEP Function by the Merchant;

"**System**" means any computer or telecommunications hardware, equipment or peripherals, software, networks, systems and facilities owned or used by either party or any of its affiliates and which are, from

time to time, made available to the other party in connection with DCEP Function and/or the Acquiring Services;

"**Transaction**" means any transaction between the Merchant and a DCEP User permissible under this Schedule in relation to which the Acquiring Services and DCEP Function are supplied;

"**Transaction Limit**" means such limits that BOC and/or any regulatory agency or authority may establish, in its sole discretion, for: (a) each Transaction amount; (b) the aggregate monetary amount of the Merchant's Transactions per day, week, month, year or any other period of time; (c) the number of the Merchant's Transactions per day; and/or (d) the number of the Merchant's Transactions per month or any other period of time;

"**DCEP Function**" means the DCEP wallet and third party payment processing and fund settlement service branded as "DCEP" made available to both the Merchant Participants and DCEP Users in Hong Kong, use of which by the Merchant is governed by the terms of this Schedule;

"**DCEP User**" means any person who from time to time is accepted by a bank or financial institution authorized to operate the DCEP Function as a user of DCEP Function who purchases goods or services from the Merchant utilizing DCEP Function as the payment solution.

2. USE OF DCEP FUNCTION AS PAYMENT SOLUTION

- 2.1 During the term of this Schedule, the Company shall grant to the Merchant the right to, and the Merchant shall be entitled to, subject to the terms and conditions of this Schedule and [the successful set-up of a sub-wallet by the Company with BOC under the Company's master wallet], accept the use of DCEP Function as offline and online (subject to the Company's absolute discretion) payment solution for the approved goods and services by DCEP User / the Merchant's customer ("**Acquiring Services**"). The Merchant shall be solely responsible for the provision of the approved goods and services and neither the Company nor BOC shall have any liability whatsoever in respect of any goods and/or services provided by the Merchant. Both the Company and BOC shall not be liable to any DCEP User / the Merchant's customer for goods and/or services provided by the Merchant.
- 2.2 The Merchant shall take all practicable steps to notify its customers that the Merchant accepts DCEP Function as payment solution for its goods and services by displaying the DCEP acceptance logo (and/or other materials provided by the Company and/or BOC for this purpose) ("**DCEP Acceptance Materials**") in appropriately prominent locations at each point of sale. The Merchant shall display the DCEP Acceptance Materials at its points of sale no less prominently than it promotes the acceptance of any other payment service or solution. The Merchant shall only use the DCEP Acceptance Materials for the purpose of this Schedule.
- 2.3 The Merchant acknowledges and agrees that:-
- (i) DCEP Function shall only be used and facilitated by the Merchant for goods and/or services properly registered with and approved by BOC;
 - (ii) When using DCEP Function as a payment solution for the Merchant's goods and/or services, a DCEP User will pay for his purchase a fixed price in digital currency denominated in CNY, the

lawful currency of the PRC (“**CNY**”), and DCEP User will be informed of either CNY or Hong Kong dollars, the lawful currency of Hong Kong (“**HKD**”) for his purchase;

- (iii) The Company, BOC and/or any regulatory agency or authority may impose Transaction Limits or other requirements in relation to the Merchant’s use of DCEP Function. The Company, BOC and/or such regulatory agency or authority shall be entitled to adjust any Transaction Limit or other requirements at its sole and absolute discretion at any time during the term of this Schedule without any notice;
- (iv) The Company and/or BOC has the right, but not the responsibility, to monitor the Merchant's Transactions and assess credit and other risks on the basis of such Transactions, and may in its sole and absolute discretion, require to change one or more Merchant's Transaction Limits, extend the settlement period for any Transaction or suspend settlement with the Merchant based on its/their monitoring of the Merchant's transactions history and other factors; and
- (v) BOC may, in its sole discretion, instruct the Company to delay, suspend or reject any Transactions if any applicable Transaction Limit would be exceeded or if BOC suspects that a Transaction would subject the Merchant, the Company or BOC to unacceptable financial or security risks, may be unauthorized, fraudulent, suspicious, unlawful, in violation of this Schedule, or is otherwise unusual.
- (vi) The DCEP Function is subject to the set-up and operation of the master wallet and sub-wallet by the Company with BOC and the requirements imposed by BOC from time to time.

2.4 As a condition of the Merchant's access to and use of DCEP Function as a payment solution for goods and/or services offered by the Merchant, the Merchant, during the term of this Schedule, hereby accepts and agrees to be bound by any other terms notified via the Company by BOC for the Merchant to comply with from time to time.

2.5 The Merchant’s access to and use of DCEP Function is subject to and conditional upon: (1) the setting of Transaction Limits; (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; (4) [approval by the Company] and (5) any other conditions that may be notified by BOC and/or the Company from time to time.

2.6 The Merchant shall not accept any Transaction unless it has been authorized by BOC and the Company. In respect of each and every such Transaction, the Merchant shall submit to the Company such information in such manner as may be prescribed by BOC from time to time, and BOC or the Company may decline to authorize any Transaction in its absolute discretion without assigning any reason therefor.

3. SECURITY

3.1 The Merchant shall take effective measures to properly keep its password, personal identification number (PIN) provided by the Company and/or BOC, and shall not provide them for use by or disclose to any party in any manner whatsoever.

3.2 The Merchant shall be responsible for managing and maintaining the password, PIN of the Merchant Account. The password set by the Merchant should not be too simple to avoid any illegal use by any party.

3.3 If the Merchant’s password, PIN is compromised due to leakage or otherwise, or such password, PIN 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 to, after verifying the identity information of the Merchant remaining available, proceed with the procedures for formal notification of security leak for the Merchant to BOC. The formal notification of security leak shall take effect upon the time at which the Company expressly notifies the Merchant by email that “the formal notification of security leak has taken effect”. The Merchant shall be liable for consequences of all operation under the Merchant Account before the formal notification of security leak has taken effect. The account payment function of Merchant Account will be suspended after the formal notification of security leak has taken effect, but account receivables (if any) can still be remitted into such account.
- 3.5 Upon notification of security leak and cancellation of security leak, the parties shall communicate with each other by telephone number or e-mail address specified in Part A of the Annexure of this Schedule. The Merchant acknowledges that, in order to avoid any malicious notification of security leak or cancellation of notification of security leak, the Company only recognizes the notification of security leak through effective means mentioned above.

4. RIGHTS AND OBLIGATIONS OF THE MERCHANT

- 4.1 The Merchant shall provide the Company and BOC with any and all information that the Company may request from time to time to verify the Merchant’s identity, for regulatory compliance or risk management purposes, or otherwise in connection with the Merchant’s use of DCEP Function or any Transactions. The Merchant shall promptly provide true, accurate and complete information and/or responses in respect of any such requests. In the event of any change of information or business of the Merchant, the Merchant shall promptly notify the Company and update its account information.
- 4.2 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 and BOC 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 and BOC 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.
- 4.3 The Merchant shall not disclose, divulge, assign or transfer (with or without consideration) any of the technology, security protocols and security certificates provided by the Company and BOC for the purpose of use of DCEP Function. The Merchant shall not use or transfer information collected through DCEP Function for any purpose other than those set out in this Schedule.
- 4.4 The Company will assist to coordinate, facilitate and procure to set up and maintain the Merchant's hardware platform for the use of DCEP Function and the Merchant shall assume all related equipment fees and communication fees. The Merchant shall strictly follow the Company’s and/or BOC’s instructions on the use of DCEP Function and avoid using any equipment that may jeopardize the security or functionality of DCEP Function.
- 4.5 The Merchant shall be solely responsible for all information regarding goods or services that it sells, including any Product Information, and shall provide true, accurate and complete Product Information to DCEP Users before any Transaction. The Merchant shall take all necessary steps and/or precautions to ensure that the goods or services that it sells are not mistaken or misrepresented as being associated with, being sold by, marketed by or being offered for sale by the Company, BOC or any of its affiliates.

- 4.6 The Merchant shall ensure the accuracy and completeness of the information kept in relation to DCEP User purchase orders. Information recorded shall include, without limitation, name of the product, 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. Transaction records shall be kept by the Merchant for a period of at least eighteen (18) months from the date of the Transaction. The Company shall have the right to request the production of Transaction records by the Merchant by giving the Merchant two (2) business days' notice.
- 4.7 The Merchant shall assume all liabilities for the legality, authenticity, completeness and validity of its instructions given in the course of its use of DCEP Function. The Merchant undertakes that the Merchant shall solely assume all risks relating to actions of the Company and/or BOC in accordance with the Merchant's instructions or purported instructions.
- 4.8 The Merchant shall be responsible for the collection, reporting and payment of any and all Applicable Taxes, except to the extent the Company and/or BOC expressly agrees to receive taxes or other transaction-based charges.
- 4.9 The Merchant shall indemnify the Company and BOC, and their respective partners, and affiliated companies 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 DCEP Function; (ii) any sale or purported sale of goods or services by the Merchant through DCEP Function; (iii) any breach by the Merchant of any Applicable Laws; or (iv) any breach by the Merchant of this Schedule.
- 4.10 The Company and BOC are payment processing providers for the limited purpose of: (1) making available DCEP Function as a means of payment; (2) processing Transactions through DCEP Function; and (3) in relation to (2), subject to and in accordance with the terms and conditions of this Schedule, remitting funds to the Merchant relating to Transactions and other transactions in relation to DCEP Function. Except for their limited roles set out in this Clause, the Company and BOC are not involved and have no other role in or responsibility for any underlying Transaction.
- 4.11 Processing of payments through DCEP Function requires a reasonable period of time and may not occur any earlier than as provided under Clause 8.2(i). The Company and BOC do not guarantee payment on behalf of any DCEP User. BOC's obligation to remit funds collected by it on the Merchant's behalf shall be limited to funds that BOC has actually received, and BOC shall have no obligation to pursue any collection action against any DCEP User. Receipt of funds from DCEP Users by BOC on the Merchant's behalf in connection with Transactions shall be deemed receipt of funds by Merchant and will satisfy the obligations owed to the Merchant by DCEP Users in the amount of the applicable payment by such DCEP User, even if BOC fails or is unable to remit such funds received from such DCEP Users.
- 4.12 The Company and BOC make 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 DCEP Function 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 platform will be as represented by sellers, available for sale at the time of listing, lawful to sell, or that sellers or buyers 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 and BOC, in equity, or otherwise. To the fullest extent permissible under Applicable Laws, the Company and BOC disclaim any and all such representations and warranties.
- 4.13 The Merchant shall not charge DCEP Users any additional fee for the use of DCEP Function.

5. RIGHTS AND OBLIGATIONS OF THE COMPANY

- 5.1 Subject to the Company's proper assessment and satisfaction of getting the Merchant on-board, the Company shall provide Transactions processing, fund settlement, fund clearance services for the Merchant in relation to DCEP Function.
- 5.2 The Company shall coordinate, facilitate and procure for the installation of the relevant Supporting Infrastructure and Services for the Merchant from third parties in order for the Merchant to use and enable DCEP Function as a payment solution to pay for goods and/or services offered by the Merchant.
- 5.3 BOC shall settle the funds handled, processed, cleared and settled by the Merchant via the Company in relation to the Transactions in accordance with Clause 8 based on the records of Transactions as shown on Merchant Account.
- 5.4 If the Company receives a complaint with respect to the System, the DCEP Function, a Transaction, the Acquiring Services or in relation to any action or omission by any of the parties in performing this Schedule, unless the Company determines at its absolute discretion that such complaint arose for reasons solely attributed to the Company, the Company shall direct such complaint to the Merchant for its handling.
- 5.5 Upon receipt of any payment instruction from the Merchant, the Company will proceed to arrange for the processing of the relevant payment, and the amount shall be paid according to such payment instruction. In the event of such payment, BOC and the Company shall have no liability to the Merchant, in connection with: (1) any actual or purported payment instruction; (2) any unauthorized or unsigned payment instruction or acknowledgement of receipt; (3) such payment instruction not being intended by the Merchant; or (4) for any other reason. The Merchant authorizes the Company to initiate credits, debits or other charges to the Merchant's bank account to process adjustments related to any such payment instruction.
- 5.6 The Merchant authorizes the Company to deduct, directly from the Merchant Account balance if any of the following events occur:
- (i) the Merchant owes any fees due to the Company pursuant to this Schedule or any other agreement relating to the Acquiring Services; or
 - (ii) the Company and BOC incur a loss as a result of the Merchant's provision of the Acquiring Services or as a result of the Merchant's breach of this Schedule.
- 5.7 The Company and BOC are entitled to:
- (i) record, collect and use all information and data regarding each Transaction and the Merchant's use of DCEP Function. Notwithstanding the foregoing, to the maximum extent permitted under Applicable Laws, the Company and BOC are under no obligation to maintain any 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 the Transactions.
 - (ii) share any information and data provided by the Merchant or otherwise collected by the Company, with BOC or other financial institutions as necessary for its operation, management and

administration of DCEP Function or to otherwise comply with its obligations relating to DCEP Function or Applicable Laws.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 Subject to the right granted to the Merchant under Clause 2, the Merchant acknowledges and agrees that (1) the Company reserves all right, title and interest in its and its affiliates' Intellectual Property Rights; (2) BOC reserves all right, title and interest in its and its affiliates' Intellectual Property Rights; (3) all rights not expressly granted to the Merchant are reserved and retained by the Company, BOC, their affiliates or licensors, suppliers, publishers, rights holders, or other content providers; and (4) DCEP Function, or any part of DCEP Function, may not be reproduced, duplicated, copied, licensed, sold or resold without BOC's express written consent.

- 6.2 The Merchant acknowledges and agrees that, as between BOC and the Merchant, BOC shall own the DCEP Acceptance Materials and all Intellectual Property Rights in or to the DCEP Acceptance Materials.

7. THE MERCHANT'S REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

7.1 As of the Effective Date and continuously until the expiration or termination of this 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 Schedule;
- (ii) the contact information for its contact person identified in Part B of the Annexure of this Schedule is true and accurate, and such contact person is authorized to represent the Merchant in connection with the Transactions conducted through DCEP Function. 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 Schedule;
- (iv) it has complied with and will continue to comply with all laws, rules and regulations 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 Schedule;
- (v) it has provided true, valid and complete information for the purpose of this 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 and BOC allow access to the Systems in connection with this Schedule, the Merchant shall only use such Systems in the manner and for the duration agreed by the Company and BOC 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 such Systems.

7.2 Except as expressly provided in this 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 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 Schedule or to the extent that such conditions, terms, representations or warranties may not be excluded under Applicable Laws.

8. SERVICE FEES; SETTLEMENT

8.1 The Company agrees to pay to the Merchant the settlement sum actually received from BOC after deduction of the Acquiring Services fee ("**Fee**") at the standard rate referred to in Clause 8.2(ii) below. The Company reserves the right to amend the 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 from (and including) the day on which such notice is given.

8.2 Terms for calculation of fees and settlement:

- (i) Settlement period: T+N. The Transaction amounts accrued will be settled by the Company towards the Merchant in accordance with the Transaction records on the Merchant 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 Transaction was completed.
- (ii) Rate for Acquiring Services fee (the Fee) is described in Part C of the Annexure hereto.
- (iii) The Merchant acknowledges that the Company's payment platform settlement system calculates handling charges in accordance with the amount of each Transaction. When calculating the handling charge, the amount of the handling charge shall be rounded to two decimal points. Each party agrees to waive any right, title or interest it may have in any difference in handling charges resulting from such rounding.
- (iv) The Company shall, after deducting all handling charges payable to BOC from the relevant 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. 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.

8.3 The minimum amount of settlement in relation to the bundled Transactions to the Merchant by the Company is **CNY/HKD0.00**. The exact time for availability of funds shall be subject to the settlement rules and practices of the banking system of Hong Kong.

9. REFUNDS, DISPUTES AND DISCREPANCIES

9.1 If, in the course of a Transaction, the Merchant receives any request for refund from a DCEP User or in case of disputes or discrepancies, the Merchant shall address the issue in accordance with the following procedures:

- (i) The Merchant shall not refund to the DCEP User directly in any ways, and all resulting disputes and risks shall be borne by the Merchant accordingly.
- (ii) Upon receipt of a request for refund or disputes or discrepancies from a DCEP User in relation to a Transaction, the Merchant shall immediately notify the Company of all the circumstances giving rise to such request and respond to the request for refund or disputes or discrepancies from the DCEP User without any delay. Prior to asking the Company about a Transaction, the Merchant shall provide to the Company all details and evidence about the Transaction and render assistance and explanation, in particular where checking with BOC may be required.
- (iii) When the Merchant subsequently makes a refund request to the Company, the Company shall deduct the refund amount from the balance in the Merchant Account.
- (iv) Refund will be processed in the same currency used in the original Transaction. The Company will only accept refund of the full Transaction amount.

- (v) Where a refund occurs within a time period as specified by the Company to the Merchant from time to time, the same currency exchange rate (if any) that was used for the original Transaction will be used for the refund. In the event that the Merchant fails to make a refund request to the Company within such specified time period, and the request for refund is made due to the Merchant's default, then any currency exchange loss shall be borne by the Merchant.
- (vi) Any relevant fees charged to the Company by the relevant banks shall be reimbursed by the Merchant.
- (vii) The time limit for requesting refund is three hundred and sixty-five (365) days from the date of the Transaction.
- (viii) The Merchant is responsible for resolving any refund issues, disputes or discrepancies with DCEP Users. For the avoidance of doubt, neither the Company nor BOC will be responsible for resolving the same.
- (ix) The record (including but not limited to balances and transaction record) with BOC or the Company (as the case may be) shall be final and conclusive.

10. DATA CAPTURE TERMINAL SYSTEM TERMINALS

10.1 The Company will from time to time provide to the Merchant terminal(s) for data capture terminal system ("**DCT Terminal**") and the Merchant shall use such DCT Terminal for the purposes and subject to the provisions of this Schedule. The Merchant shall not use any other devices to effect any payment transaction and shall indemnify the Company for any loss or damage suffered as a result of breach of this clause.

10.2 The Company will engage third party terminal vendor to install the DCT Terminal and such other accessories, devices, enhancements and/or additions relating thereto (collectively the "**DCT Equipment**") at the Merchant's place(s) of business as the Company may approve ("**Designated Locations**"). The Merchant shall afford the terminal vendor reasonable access to the Designated Locations and such other assistance as may be necessary for installation and maintenance of the DCT Equipment from time to time.

10.3 The DCT Equipment shall remain the property of the Company and the Merchant shall forthwith upon request return the DCT Equipment to the Company. The Merchant shall not make or permit to be made any transfer of, alteration, attachment, addition or modification to the DCT Equipment without the prior written consent of the Company.

10.4 The Merchant shall:

- (i) only use the DCT Equipment in accordance with the on-site demonstration performed by the terminal vendor, the terms of this Schedule and such other instructions from time to time given by the Company;
- (ii) use its best endeavors to keep the DCT Equipment in a safe place and maintain them in good working order; and
- (iii) not remove any DCT Equipment from its/their respective Designated Locations or place any DCT Equipment at locations other than its/their respective Designated Locations.

If, as a result of breach of the above sub-clauses by the Merchant, the Company incurs cost and expense for repairing or replacing any damaged or lost DCT Equipment or suffers other loss and damage, the Merchant shall forthwith indemnify the Company against all such cost, expense, loss and damage.

10.5 The Merchant shall as soon as practicable report such malfunction or technical problems of the DCT Equipment to the terminal vendor.

10.6 The Merchant shall pay a subscription fee and/or a deposit as set out in Part C of the Annexure of this Schedule for the use of the DCT Equipment. The Company reserves the right to revise the existing and/or impose additional subscription fee and/or deposit in respect of any DCT Equipment supplied to the Merchant and any such change shall become effective and binding on the Merchant after the Company has notified the Merchant of the same in writing. Any subscription fee and/or deposit received by the Company under this clause 10.6 may be used to set off any sums which the Merchant is liable to pay to the Company pursuant to any indemnities given under this Schedule. Upon termination of this Schedule, the Company shall as soon as reasonably practicable refund such subscription fee and/or deposit after any set off.

11. LIMITATION OF LIABILITIES

11.1 The Merchant acknowledges and agrees that:

- (i) BOC and the Company will use reasonable endeavour to ensure that DCEP Function will generally be uninterrupted and that transmissions or transactions on DCEP Function will be error-free. However, due to the nature of the internet, this cannot be guaranteed; and
- (ii) the Merchant's access to DCEP Function may also be occasionally suspended or restricted to allow for repairs, maintenance, or the introduction of new facilities or services.

11.2 The Merchant acknowledges and agrees that, BOC and the Company will not be responsible, to the fullest extent permitted by law, for any losses that are not directly caused by its breach of this Schedule, 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 foreseeable to the Company and/or BOC during the Merchant's use of DCEP Function);
- (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 DCEP User or other user of DCEP Function; or
- (v) any liability for the interruption or disruption of DCEP Function in case of: (a) malfunction of the computer software, systems, hardware and communication networks of the Merchant, a DCEP User, other user of DCEP Function; (b) malfunction of any relevant banking system or banking network; (c) any unauthorized or incorrect or incomplete Transaction instruction; (d) suspension of DCEP Function due to law or regulation; or (e) any other circumstance whatsoever which is not reasonably foreseeable by the Company and/or BOC (which exemption includes liability that would otherwise arise for any direct loss).

11.3 Unless expressly prohibited by applicable law, the Merchant acknowledges and agrees that the Company and BOC 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 and/or BOC’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).

- 11.4 In no event will the Company or BOC or any of their affiliate companies be liable in connection with this Schedule or DCEP Function for any damages caused by:
- (x) information with threatening, defamatory or illegal content from an anonymous source or someone using a fake name;
 - (xi) the Merchant being misled or deceived by any person which results in psychological or physical harm and/or economic loss;
 - (xii) other risks caused by improper conduct of a user of DCEP Function;
 - (xiii) a hacker attack or computer virus attack which results in the inactivation of the Merchant’s computer system; or
 - (xiv) any computer system being destroyed, paralysed or unable to operate in normal condition.
- 11.5 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 and/or any other disputes between the Merchant and the DCEP User and/or discrepancies between the understanding of the amount of balance between BOC and the Company if happen, the Merchant releases BOC and the Company (and its employees, representatives and agents) from 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.
- 11.6 To the fullest extent permitted by law, BOC and the Company will not be liable (whether in contract, tort -including negligence, equity, or under any statutory implied term) for any damages of any kind including without limitation direct, indirect, incidental, punitive, special and consequential damages (including without limitation loss of profits, loss of revenue or loss of data) arising out of or in connection with this Schedule, the other Schedules which apply to DCEP Function, or the inability to use DCEP Function, or in connection with any goods or services purchased or obtained or messages received or transactions paid for through DCEP Function, whether or not BOC and/or the Company has been advised of the possibility of such damage. To the extent permitted by Applicable Laws, the total aggregate liability of BOC and the Company and their affiliated companies for all claims in connection with this Schedule or DCEP Function, arising out of any circumstances, shall be limited to the amount that BOC has paid to the Company for the Acquiring Services with regard to the Merchant’s Transactions in the six (6) months immediately preceding the date of the most recent claim.
- 11.7 The Company is not responsible for any third party charges the Merchant incurred (including any charges from the Merchant’s internet and telecommunication service providers) in relation to or arising from the Acquiring Services or the Merchant’s use of DCEP Function.
- 11.8 Nothing in these terms and conditions limits or excludes any of the following liabilities, except to the extent that such liabilities may be waived, limited or excluded under Applicable Laws:

- (i) any liability for death or personal injury caused by either party's negligence;
- (ii) liability for fraud or fraudulent misrepresentation;
- (iii) any liability for wilful misconduct; or
- (iv) any other liability to the extent that such liability cannot be waived, limited or excluded under Applicable Laws.

12. CONFIDENTIALITY

- 12.1 Both parties shall not disclose to any third party the contents of this Schedule, any personal information or payment information obtained through DCEP Function or the Acquiring Services, or any trade secrets or related technology without prior written consent from the other party. The parties to this Schedule 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 Schedule. 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 BOC is required to make to any acquiring bank or other financial institution.

13. TERM, EFFECT AND TERMINATION OF THIS SCHEDULE

- 13.1 This Schedule will continue in full force and effect until terminated by a party in accordance with the terms of this Schedule.
- 13.2 If any Force Majeure Event occurs such as to prevent either party in performing any of its obligations under this Schedule, either party shall be entitled to terminate this Schedule without any liability.
- 13.3 Any termination of this 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 Schedule.
- 13.4 The provisions of this 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 Schedule shall survive and continue to bind the Merchant and the Company.
- 13.5 If any of the following circumstances occurs on the part of the Merchant, the Company shall be entitled to unilaterally terminate this Schedule and the Merchant shall be liable for compensating the Company and/or BOC for any loss incurred in consequence of:
- (i) the Merchant directly or indirectly participating in fraud;
 - (ii) the Merchant's failure to provide adequate after-sales service for the products or services purchased by DCEP Users;
 - (iii) the Merchant operating in a way that breaches any of the other applicable policies or agreements referenced in this Schedule, or notified to the Merchant from time to time;
 - (iv) the Merchant entering into Transactions which in the sole determination of BOC, may be fraudulent or otherwise in violation of Applicable Laws;
 - (v) the Merchant unreasonably refusing to respond or wilfully delaying any response to an enquiry from the Company and/or BOC;

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

14. GOVERNING LAW AND ARBITRATION

- 14.1 This Schedule shall be governed by and construed in accordance with the laws of Hong Kong.
- 14.2 Any dispute, controversy, difference or claim arising out of or relating to this Schedule, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The law of this arbitration clause shall be Hong Kong law. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be one. The arbitration proceedings shall be conducted in English.

15. REPUTATION

- 15.1 The Merchant acknowledges that it is important to safeguard the reputation of the Company at all times during the continuance of this Schedule and shall ensure that the delivery and carrying out of the obligations under this Schedule or any other activities shall not damage or otherwise cause any negative effect to the reputation of the Company (whether caused by any act or omission of the Merchant or any third party).
- 15.2 In the event of any breach of the foregoing, the Merchant acknowledges that damages alone may not be sufficient remedy for the Company and the Merchant undertakes, at its costs, to take such actions or refrain from taking such actions as may be reasonably requested by the Company to protect the reputation of the Company. In particular and to the extent not restricted by applicable law, the Merchant undertakes not to make any public announcement or public notice concerning any incident arising out of or in relation to the performance of obligations to the Company or the undertaking of any other activities which has caused or may cause any negative effect to the reputation of the Company without first obtaining consent from the Company.

16. MISCELLANEOUS

- 16.1 If any provision of this Schedule shall be deemed as void or unenforceable, such provision shall be severed and the remaining provisions of this Schedule shall remain in force.
- 16.2 Any agreement amending, supplementing, novating or restating this Schedule shall form an integral part of this Schedule and have the same legal effect.
- 16.3 This 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. No amendments to the provisions of this Schedule shall be effective unless agreed upon in writing by the Company and the Merchant.

- 16.4 The Merchant shall not assign its rights or transfer by way of novation its rights and obligations under this 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 Schedule without the prior written consent of the Merchant and the Merchant hereby consents to such assignment or transfer.
- 16.5 Nothing in this Schedule creates or is intended to 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 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 of or otherwise on behalf of the other party.
- 16.6 Subject to Clause 16.8, a person who is not a party to this 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 Schedule.
- 16.7 Notwithstanding any term of this Schedule, the consent of any person who is not a party to this Schedule is not required to rescind or vary this Schedule at any time.
- 16.8 The Company and BOC and their respective director, officer, employee, affiliate or agent may by virtue of the Third Parties Ordinance, rely on any provision of this 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

Part A

The Company / BOC: Telephone no.: *[insert telephone number]*
E-mail address: *[insert email address]*
(Attention: *[insert details]*)

The Merchant: Telephone no.: *[insert telephone number]*
E-mail address: *[insert email address]*
(Attention: *[insert details]*)

Part B

The Merchant: *[insert contact information for its contact person]*

Part C

| <u>Type of Transaction</u> | <u>Handling charge Rate (single Transaction)</u> |
|-----------------------------------|---|
| DCEP Offline Transaction | []% |
| DCEP Online Transaction | []% |

| <u>Description of Equipment</u> | <u>Subscription Fee</u> | <u>Deposit</u> |
|--|--------------------------------|-----------------------|
| (As per actual deliver record) | HKD0.00 | HKD0.00 |