

TERMS AND CONDITIONS

This Merchant Application and Agreement for UnionPay, which includes these terms and conditions, is entered into and between Money Swap Exchange Limited (“MoneySwap”) and the Company indicated on the Merchant Application Form (“Merchant”) made as of the Effective Date.

1. Definitions

In this Agreement, the following expressions shall have the following meanings:

(a) “Application Form”	The Merchant has to complete a MoneySwap Merchant Application and Agreement for UnionPay in order to participate in the Online and/or POS Program. This Application Form is available at https://www.moneyswap.com/docs/MerchantApplicationForm.pdf .
(b) “Agreement”	The Merchant Application and Agreement for UnionPay Agreement, which includes the application form and the terms and conditions of this Agreement and other documents referred herein or attached hereto and any amendments thereto.
(c) “BIN”	Bank Identification Number assigned by UnionPay International Co. Ltd.
(d) “Business Day(s)”	Refers to a banking day when the banks which MoneySwap, the Merchant, and UnionPay use for banking transactions are open for business. This includes but is not limited to banks in Asia and Europe.
(e) “Cut-off Time”	22:00 pm Beijing CST (China Standard Time) (+8 Hour offset from GMT).
(f) “UnionPay Gateway”	An e-commerce application service provider service authorising UnionPay Card payments for e-business, online retailers, and Point-of-Sale transactions.
(g) “CVN”	Card Verification Number found on the back of a debit or credit UnionPay Card.
(h) “Chargeback”	A sales transaction disputed by the UnionPay Cardholder or the Issuing Member after it was entered into the appropriate settlement network for payment. The liability and responsibility to settle Chargeback disputes shall be borne by the Merchant.
(i) “Effective Date”	The date of issuance of MID (Merchant Identification Number) assigned by MoneySwap to the Merchant.
(j) “Hong Kong”	Hong Kong Special Administrative Region, People’s Republic of China.
(k) “Issuing Member”	A financial institution which issues UnionPay Cards, determines the eligibility of Cardholder to participate in the Online and/or POS Program, and identifies BIN ranges eligible to participate in the Online and/or POS Program. Normally, this refers to a bank which issues UnionPay Cards.
(l) “MID”	The Merchant identification number assigned to the Merchant by MoneySwap for access into the MoneySwap Merchant Service Platform and Merchant’s MoneySwap Account.
(m) “Merchant Service Charge” or “Fees”	The fee paid by the Merchant from each transaction to MoneySwap for the services rendered to enable the Merchant to receive payment from UnionPay Cardholders using the MoneySwap Certified Payment Gateway.
(n) “Merchant’s MoneySwap Account”	The Merchant is required to register and establish an account on the MoneySwap’s e-wallet Platform (www.MoneySwap.com). This account is the Merchant’s own online account which is used by MoneySwap for settling payments and by the Merchant for transferring funds to its bank account. The terms and conditions found at www.MoneySwap.com for MoneySwap account shall also apply to the Merchant’s MoneySwap Account.
(o) “MoneySwap Certified Gateway”	An internet system certified by UnionPay for connecting the Merchant’s own system under the Online and/or POS Program to the UnionPay System for the following purposes: i) Transaction capture and forwarding to the UnionPay Gateway; ii) Perform UnionPay Card authentication; iii) Transfer Card authentication results back to the Merchant; iv) Transfer payment authorisation and approval results back to the Merchant.
(p) “MoneySwap Merchant Service Platform”	An online merchant service platform to which the Merchant participating in the Online and/or POS Program can log on to: https://mservices.moneyswap.com with their MID and password to access information contained therein, which includes, amongst others: i) Transaction reports; ii) Settlement reports; iii) Order statistics.
(q) “MoneySwap Marks”	The names, marks, designs, slogans, signs, acronyms and other insignia (whether registered or unregistered) used or to be used by MoneySwap including all variations thereof and amendments thereto from time to time.
(r) “Online Program”	UnionPay Online Payment Program is an internet payment solution developed by UnionPay. It is designed by UnionPay to offer a secure internet payment method for UnionPay Cardholders who buy online goods and/or services from the Merchant.
(s) “Payment Service Provider” or “PSP”	MoneySwap’s accredited Payment Service Provider.
(t) “Payout”	A generic term for funds wired from the Merchant’s MoneySwap Account to the Merchant’s bank account as per the Merchant’s instructions.
(u) “POS Program”	The Point-of-Sale Program is a payment solution developed by UnionPay to offer a secure payment method for UnionPay Cardholders who buy goods and/or services at the physical service Point-of-Sale of the Merchant.
(v) “POS Terminal(s)”	A device that is customised and installed at the physical service Point-of-Sale of the Merchant for the POS Program. This can be provided by MoneySwap or through an independent third party contracted by MoneySwap.
(w) “Public Announcement”	Disclosure in a press release reported in the associated press or comparable national news service or in a document publicly filed by MoneySwap.
(x) “Regulator”	Means regulatory authorities in Hong Kong, the United Kingdom, Europe and China.
(y) “Rolling Reserve” or “Reserve”	A certain percentage of settlement amount received on monthly basis from the Merchant as collateral to protect MoneySwap against actual or contingent liability or losses that might be incurred by MoneySwap should the Merchant be unable to pay Chargebacks, adjustments, fees or other charges and obligations due to MoneySwap under this Agreement.

(z) "UnionPay"	China UnionPay Co. Ltd., a company established under the laws of the People's Bank of China as a bankcard network operator for processing inter-bank and international bankcard transactions. This also includes the affiliates of China UnionPay Co. Ltd. The company website is www.unionpay.com. UnionPay International Co. Ltd. is a subsidiary of China UnionPay Co. Ltd., focused on the growth and support of UnionPay's global business.
(z) "UnionPay Card"	A bankcard issued by an Issuing Member and bearing UnionPay Marks, including but not limited to debit cards, credit cards, etc. The UnionPay Card under this Agreement refers to the bankcard that is eligible to participate in the Online and/or POS Program.
(aa) "UnionPay Marks"	The names, marks, designs, slogans, signs, acronyms and other insignia (whether registered or unregistered) used or to be used by UnionPay including all variations thereof and amendments thereto from time to time.
(bb) "UnionPay Cardholder"	For the Online program, only UnionPay Cards as determined by the Issuing Members in China to residents of China are eligible. For the POS Program, UnionPay Cards as determined by the Issuing Members globally are eligible.

2. Scope of Services

MoneySwap agrees to provide the following services to the Merchant (the "Services"):

- (a) secure, encrypted access to the MoneySwap Certified Payment Gateway which enables the Merchant to participate in the Online and/or POS Program for the UnionPay Cardholders;
- (b) settlement services as defined in Clause 3;
- (c) services as provided in the MoneySwap Merchant Service Platform, to ensure that the services provided to the Merchant are operated in an efficient manner; and
- (d) Merchant's MoneySwap Account services as defined in the Terms and Conditions of MoneySwap e-wallet Platform.

3. Settlement of Payments

- (a) The settlement amount from UnionPay will be credited into the Merchant's MoneySwap Account as per the agreed terms with the Merchant as specified in the Fee Schedule of this Agreement. Once the aforesaid credit is done, the Online and/or POS transaction shall be complete. However, the settlement amount shall be calculated after the Merchant Service Charge, Chargeback amount (if any) and other appropriate fees, as applicable.
- (b) After step (a) above is completed, the Merchant can then request for the funds in the Merchant's MoneySwap Account to be paid out to the Merchant's designated bank account by giving a standing instruction to MoneySwap to effect the aforesaid Payout.

4. Currency conversion

- (a) The Merchant agrees that foreign currency conversion will apply to the following situations including but not limited to:
 - i) The transaction currency type is different from the settlement currency type, thereby requiring a conversion into a different currency; or
 - ii) The transaction currency type is different from the currency type instructed to be paid out to the Merchant's designated bank account, thereby requiring a conversion into a different currency.
- (b) If the Merchant's Payout requires currency conversion stated in 4(a) above, the Merchant shall bear all the related currency conversion costs relating as determined by MoneySwap to the aforesaid conversion and MoneySwap shall, in any event, not to be held responsible in obtaining the best exchange rate.

5. Merchant Rights and Obligations

- (a) The Merchant agrees to supply all required information and documentation as specified in the Application Form for Online and/or POS Program and for the registration of the Merchant's MoneySwap Account. If there is any change to any of the information supplied by the Merchant either in the Application Form, the Merchant's MoneySwap Account or this Agreement, the Merchant shall provide the updated/changed information in writing MoneySwap within five (5) Business Days of such changes. MoneySwap shall hold the Merchant liable for all damages occasioned by the provision of inaccurate, untrue, outdated and incomplete information.
- (b) For the Online Program, the Merchant or the third party as specified by MoneySwap, as the case may be, shall be solely responsible for connecting and integrating its own online payment system to the MoneySwap Certified Payment Gateway.
- (c) MoneySwap will provide Application Programming Interface(s) (API) and the MoneySwap customer services team will respond to queries in regard to the connection and integration.
- (d) The Merchant hereby agrees to register a MoneySwap Account via www.MoneySwap.com with MoneySwap.
- (e) The final decision to accept/reject the Merchant shall be at the sole discretion of MoneySwap.
- (f) The Merchant agrees to pay MoneySwap the fees that apply to the Online and/or POS Program for transactions made on its MoneySwap's Account as specified in the Fee Schedule of this Agreement. These fees, if incurred, will be debited against the next settlement amount from UnionPay or will be invoiced against the Merchant at MoneySwap's sole discretion.
- (g) Except, as permitted by the Regulator, the Merchant hereby agrees not to impose an additional surcharge on a UnionPay Cardholder, and shall accept UnionPay Cards at the same price and terms as cash.
- (h) The Merchant hereby agrees that MoneySwap shall not be held liable for any acts, deeds, liabilities, payments or refunds or any other obligations of a PSP or any other third parties.
- (i) The Merchant hereby confirms that the company mentioned in the Application Form shall be:
 - i) an incorporated entity in the United Kingdom; and
 - ii) has a bank account in the United Kingdom.

Except in case of a sole proprietor or sole trader, the principal agrees to provide a valid licence to trade in the United Kingdom, a bank account in the name of the principal and proof of professional membership (if any).

(j) Trademarks.

- i) The Merchant shall place UnionPay Marks at appropriate prominent places. The Merchant shall ensure that the display of UnionPay Marks is as obvious as marks/logos of other similar companies/schemes. Only UnionPay Marks and MoneySwap Marks supplied by MoneySwap can be used.

- ii) The Merchant shall respect and uphold the trademark rights and other intellectual property rights owned by MoneySwap and UnionPay and shall protect, and must not infringe or cause a third party to infringe, such rights. Such trademark rights and intellectual property rights shall not be used for purposes not contemplated under this Agreement or for any other purposes not prior agreed to by both parties in writing.
- iii) UnionPay lawfully and entirely owns all intellectual property rights in respect of each of the UnionPay Marks. MoneySwap lawfully and entirely owns all intellectual property rights in respect of each of the MoneySwap Marks.
- iv) Upon termination of this Agreement or upon MoneySwap's notification, the Merchants' use of such marks must terminate.
- v) The Merchant shall have no right to use Marks, unless the materials containing such are provided to the Merchant by MoneySwap or UnionPay and/or are approved in advance by MoneySwap, and, in either event, only while this Agreement is in effect.
- vi) The use or display of any Marks does not give the Merchant any ownership or interest in the Marks.

(k) **Risk Management.**

- i) Except as otherwise provided in this Agreement, the Merchant shall assume the risk for any loss or damage caused due to any malfunction of the Merchant's systems or operational errors or other actions made by the Merchant and/or its employees, officers, agents and representatives and indemnify MoneySwap and UnionPay in respect of any direct claims, demands, losses, liabilities or expenses (including legal fees) whatsoever suffered or incurred by it arising out of any malfunction, operational error or action described above. Except as otherwise provided in this Agreement, MoneySwap shall assume the risk for any loss or damage caused due to any malfunction of MoneySwap or operational error or other actions made by MoneySwap and/or their employees, officers, agents and representatives.
- ii) The Merchant shall ensure the security of the UnionPay Card account information which includes, amongst others, card numbers, CVN, ID number and PIN (collectively named as "Personal Data"), and shall ensure that the use of this Personal Data is for performing Online and/or POS transactions only and not for any other purposes.
- iii) The Merchant shall strictly comply with all applicable ordinances and regulations in connection to the collection and the use of Personal Data including but not limited to the Data Protection Act 1998, under the Laws of England and Wales as amended from time to time.

(l) **Fraud Detection and Risk.**

- i) The Merchant agrees to operate a fraud detection system to identify and monitor potentially fraudulent transaction activity as may be mandated by applicable laws and UnionPay rules and regulations.
- ii) The Merchant shall provide access to MoneySwap to audit the Merchant's systems and controls for fraud detection and risk mitigation.

- (m) **Prohibited Activities.** MoneySwap will terminate the business relationship and services under the Online and/or POS Program immediately with the Merchant which MoneySwap suspects or believes to be engaged in any Prohibited Activity and all Agreements made between MoneySwap and such Merchant shall be terminated forthwith. MoneySwap has the absolute discretion to amend the list from time to time as it deems necessary without further notice given to the Merchant. The Merchant can refer to MoneySwap website for these amendments at <https://www.moneyswap.com/docs/ProhibitedActivities.pdf>.

- (n) **Security Deposit.** A fixed deposit of funds received from the Merchant pursuant to this Agreement as collateral to protect MoneySwap against contingent liability or losses. The Merchant hereby agree that only in exceptional circumstances:

- i) MoneySwap may, at its sole discretion, determine the amount of security deposit.
- ii) MoneySwap may generate interest on such deposits at a rate determined by MoneySwap's banks at their sole discretion.
- iii) Any and all interest amounts shall be retained by MoneySwap and the Merchant shall have no interest in or right to receive any portion thereof.

(o) **Customer Refund.**

- i) Whenever the Merchant agrees, or is obligated, to provide a refund to a customer in connection with a transaction concluded over the MoneySwap Certified Payment Gateway, the Merchant shall: a) provide the customer the same service level as that of cash payments, and b) upon request by MoneySwap, notify MoneySwap in writing or through an online form the reason, timing and amount of the refund in question.
- ii) The Merchant acknowledges that: a) customer refund is only a matter between the customer and the Merchant, and b) the approval for customer refund can only be done by UnionPay. Hence, MoneySwap will not be involved in the customer refund approval process. However, MoneySwap may assist in processing a customer refund where MoneySwap deems appropriate at its absolute discretion and will not guarantee the success of such customer refund. MoneySwap will charge a fee for the transaction associated with the customer refund in question.
- iii) In this connection, MoneySwap will not be liable for any loss or damage or liability that may have arisen as a result of the said customer refund. The Merchant will therefore indemnify MoneySwap in full against all such loss or damage or claim arisen from this customer refund process.

- (p) **Chargeback.** A UnionPay Cardholder can submit a Chargeback request to the Issuing Member if they believe the transaction is unauthorised or fraudulent (e.g. due to a stolen card or PIN), or in case the Merchant does not provide the agreed services or goods upon payment made. The Merchant hereby agrees that:

- i) they are liable to provide evidence of the necessary information and materials requested by MoneySwap or the Issuing Member. These materials include, but not limited to, customers' signature on printed receipts, confirmation of receipted services or goods, etc. The required materials may vary from case-to-case and depend on the actual scenario;
- ii) Chargebacks may arise up to 180 days after the date of the relevant transaction, the Merchant hereby agrees to bear all cost and expenses in respect of Chargebacks that occur in relation to transactions during the term of this Agreement and up to 180 days after the termination of this Agreement;

- iii) the UnionPay Cardholders should submit the Chargeback request within 180 days from the date of transaction. The Merchant shall not be obliged to honour any Chargeback requests issued after the expiry of 180 days. The Merchant will honour the retrieval and inquiry request within twelve (12) months from the date of transaction and reply within the prescribed time frame;
 - iv) if, for two consecutive months, the rate of monthly Chargebacks exceeds 1.5% of all transactions processed by MoneySwap for the Merchant, or the number of monthly Chargebacks exceed twenty five (25) (and in each case this is caused by the acts or omissions of the Merchant), MoneySwap will email a written alert notice to Merchant, requesting it to take measures as soon as possible. If the Merchant fails to submit a plan of corrective action within two (2) weeks starting from the date of receiving the alert notice, MoneySwap will charge the Merchant a demurrage fee of USD 1000;
 - v) if, for three consecutive months, the rate of monthly Chargeback amounts exceeds 1.5% of all transactions processed by MoneySwap for the Merchant, or the number of monthly Chargebacks exceed fifty (50) (and in each case this is caused by the acts or omissions of the Merchant), MoneySwap will charge a Chargeback service fee of USD 50 for each new Chargeback from the fourth month until the relevant indicators return to normal levels. This action will continue until the rate of monthly Chargebacks amount and the number of monthly Chargebacks return to normal.
- (q) **Rolling Reserves.** MoneySwap shall be responsible for determining the percentage of the Merchant's Rolling Reserve on a risk based approach. MoneySwap shall hold the reserve deducted from each settlement based on a percentage of average monthly turnover, on a rolling six (6) month basis, subject to below mentioned sub-clauses:
- i) MoneySwap may, at its sole discretion, withhold the reserve for any reason, including but not limited to as security against future deductions;
 - ii) MoneySwap may delay the settlement it deems to be high risk situations;
 - iii) MoneySwap shall inform the Merchant by email for the percentage of the reserve to be kept as Rolling Reserve;
 - iv) MoneySwap reserves the right to change the percentage of the reserve at its sole discretion and will notify the Merchant by email of this change;
 - v) In case of a Chargeback, MoneySwap shall settle the amount of Chargeback against outstanding settlement; in the event that there are insufficient funds to settle a Chargeback, MoneySwap shall settle the amount from the Rolling Reserve;
 - vi) The Merchant shall not pledge, assign, use as collateral or otherwise encumber the reserve or any other sum withheld by MoneySwap under this Agreement;
 - vii) The Merchant further agrees that upon withholding, the reserve becomes the property of MoneySwap and the Merchant has no legal or equitable rights in respect of the reserve until such time as any period for holding the reserve under this Agreement expires;
 - viii) The parties agree that this clause does not create a relationship of trustee and beneficiary between MoneySwap and the Merchant in respect of the Reserve Account. The rolling six (6) month basis shall be extended to 180 days after the termination of this Agreement.
- (r) **Dispute Resolution.** The Merchant agrees to settle all kind of charges, invoices, Chargeback, payments or any other kind of disputes arising out of the PSP or any other third party and shall not make MoneySwap liable for any loss or damage or liability that may have arisen as a result of such disputes. The Merchant will therefore indemnify MoneySwap in full against all such loss or damage or claims arisen any or all kinds of disputes. In case of a potential dispute, UnionPay may initiate an inquiry and retrieval and request MoneySwap to obtain the following information from the Merchant:
- i) Address inquiry by Cardholder;
 - ii) Transaction result inquiry by Cardholder;
 - iii) Inquiry for Prohibited Merchant;
 - iv) Transaction receipt request by Cardholder directly;
 - v) Transaction receipt request by Cardholder after responded inquiry;
 - vi) Transaction receipt request after un-responded inquiry;
 - vii) Second inquiry;
 - viii) Transaction receipt request by Justice;
 - ix) Transaction receipt request for fraudulent transactions.
- (s) **Divulgence of Transaction Information.** The Merchant agrees that MoneySwap may submit the relevant information about the Merchant's transactions to the Issuing Member, UnionPay and regulatory authorities as and when requested or required under the respective laws and regulations. Such divulgence of information by MoneySwap shall not be deemed a breach of Clause 12 hereof.
- (t) **Code of Conduct.** The Merchant undertakes that its employees, officers, agents and/or representatives (as the case may be) do, adhere at all times to the terms and conditions of this Agreement and, to the extent that they apply to the Merchant, any reasonable instructions issued by UnionPay and communicated to the Merchant from time to time for the operation of POS Terminals and/or Online programs. The Merchant shall indemnify MoneySwap against all the claims, losses and damages arising as a result of breach of this clause.
- (u) **Bankruptcy and Liquidation.** If the Merchant becomes unable to pay its debts when due, enters into bankruptcy or liquidation proceedings, whether voluntary or not or has or will have an administrator or liquidator placed over any or all of its assets, the parties agree that: (i) no amounts payable to MoneySwap hereunder shall be incorporated into the scope of the bankruptcy or liquidation assets; and (ii) MoneySwap shall have the right to collect such amounts at any time upon written notice to the Merchant.
- (v) **Diversion of Business.** Under no circumstances shall the Merchant offer to settle a transaction which was made through the MoneySwap Certified Payment Gateway via UnionPay outside the MoneySwap Certified Payment Gateway. Nor shall the Merchant divert, or attempt to divert, any funds payable by any customer for transactions concluded over the MoneySwap Certified Payment Gateway.
- (w) **Website Requirement.**
For UnionPay Online Payment.
- i) The Merchant warrants that it shall comply with MoneySwap or UnionPay website requirements which includes but not limited to:
 1. complete description of goods and services sold;
 2. accurate and detailed pricing of goods and services sold including the currencies in which the transactions are being conducted (shipping costs, delivery costs and taxes should be disclosed);

3. display of customer service contact numbers, email addresses and attending to customer queries within reasonable time;
 4. communicate clearly its physical addresses and country of domicile;
 5. disclosure of policies with regards to privacy, shipping and delivery (as it applies), and refunds; and
 6. display of the UnionPay logo.
- ii) The Merchant warrants that all links/URLs contained its website have been disclosed to MoneySwap in this Agreement and adding any additional links/URLs to its website requires MoneySwap approval. The Merchant warrants that it shall not process any UnionPay Transaction from affiliated/additional links/URLs/websites not disclosed to MoneySwap and/or not approved by MoneySwap. Further, the Merchant agrees to be responsible for all costs/fees/fines/penalties decisions that may be imposed by UnionPay and/or MoneySwap in case transactions from affiliated/additional links/URLs/websites are not disclosed to MoneySwap and/or approved by MoneySwap and have been processed through its MoneySwap Account.
- iii) The Merchant acknowledges that upon amendments of the above requirements for websites, it shall implement the amendments within two (2) Business Days or as may be agreed by MoneySwap.
- (x) **Statement Cycles.**
- i) "Statement Cycle" means the interval of time between regular periodic Payouts from the Merchant's MoneySwap Account to the Merchant's designated bank account.
 - ii) "Statement" means a summary of Account listing all activities including UnionPay transactions, fees, and settlement transactions for a Statement Cycle.
 - iii) Statements shall be electronically available on MoneySwap Merchant Service Platform or through email to the Merchant.
- (y) **Rental Agreement.** If the terminal is not provided by MoneySwap, MoneySwap reserves the right to appoint a PSP or a third party or an agent to provide the installation, maintenance, replacement and training services. The Merchant hereby agrees:
- i) to enter into a separate Rental Agreement with a PSP or a third party contracted by MoneySwap and the PSP or the third party contracted by MoneySwap shall install or cause the installment, replacement, maintenance including providing initial training to the Merchant;
 - ii) to accept to rent on a PSP's or a third party contracted by MoneySwap terms, a POS Terminal for processing transactions; and
 - iii) that the POS Terminal(s) is the property of and hence owned by the PSP or the third party contracted by MoneySwap.
- (z) **Additional Services Agreement.** If the Merchant requests to obtain additional services from MoneySwap, not mentioned in this Agreement, an additional services agreement shall be executed by the parties. The additional services agreement shall include but not limited to operating terms, expectancy and other customary provisions. Further, the Merchant agrees to bear the additional charges for providing the additional services by MoneySwap.
- (aa) **Additional Merchant obligations.**
- i) The Merchant hereby agrees that it shall at all time:
 1. be financially responsible and have a bona fide business;
 2. have sound internal administration and financial policies; and
 3. comply with regulations of UnionPay, as amended from time to time.
 - ii) The Merchant further undertakes not to provide account information and transaction data to a third party without the express written consent of MoneySwap.
 - iii) The Merchant shall cancel or reject the transaction and capture the card if a) transaction response information displayed on the POS device is card capture instruction; or b) MoneySwap sends out an instruction of card capture to the Merchant. A capture card shall be immediately cut in the corner and the Merchant shall inform MoneySwap within two (2) Business Days after the day of card capture.
 - iv) The Merchant shall not use transaction receipts and POS devices for the purposes outside of the scope of this Agreement, nor shall a third party be allowed to use them.
 - v) The Merchant shall not submit other merchants' transactions to MoneySwap for settlement.
 - vi) The Merchant warrants that it shall comply and abide by the UnionPay and MoneySwap's requirements for the information to be included in each Transaction receipt for all e-commerce transactions which include but not limited to: 1. concealed Cardholder account number; 2. unique identification number; 3. Merchant name, website address and the billing descriptor that will appear on the Cardholder statement; 4. purchaser name; 5. transaction date; 6. transaction amount; 7. transaction currency; and 8. authorisation code.
 - vii) The Merchant acknowledges that upon amendments of the above requirements in the transaction receipt, the Merchant shall implement the amendments within two (2) Business Days or as may be agreed by MoneySwap.
- (bb) **Merchant Online obligations.**
- i) The Merchant will not honour any UnionPay Card if the Card has expired.
- (cc) **Merchant POS obligations.**
- i) The Merchant will not honour any Card if the:
 1. Card has expired; or
 2. signature on the transaction receipt (if required) is blank or differs from signature on the Card.
- (dd) **Personal Data.** Subject to relevant laws and regulations, the Merchant agrees the Personal Data may be used, processed, disclosed or transferred (including to any affiliate of MoneySwap, regulatory authorities, and/or to UnionPay and to fraud monitoring agencies) for such purposes as may reasonably be required in connection with the performance of this Agreement and for the purpose of enabling MoneySwap to fulfil its duties and obligations. MoneySwap will implement and maintain appropriate technical and organisational measures against unlawful or unauthorised processing of Personal Data, and against the accidental loss of, or damage to, Personal Data. MoneySwap shall process Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments and only to the extent that is necessary for the purposes of performing its obligations under this Agreement and in accordance with the Merchant's instructions from time to time. MoneySwap

shall inform the Merchant if any Personal Data is lost or destroyed or becomes damaged, corrupted or unusable. The Merchant further acknowledges and agrees that such Personal Data provided may be transferred to countries outside of the European Union and/ or the European Economic Area ("EEA"), for any and all of the foregoing reasons by MoneySwap. For countries or territories outside the EEA, MoneySwap will only transfer Personal Data to those countries or territories that have adequate level of protection for the right and freedom of data subjects when processing the Personal Data.

- (ee) **Publicity.** The parties hereby agrees that after the signing of this Agreement, either party may make Public Announcements, only if obligated by law, concerning this association. Otherwise, only MoneySwap can make Public Announcement and the Merchant shall require a prior approval from MoneySwap to make any Public Announcement.

6. Compliance with Anti-Money Laundering Laws

- (a) The Merchant shall be responsible for complying with anti-money laundering laws and those regulations issued by UnionPay applicable to the Merchant and related but not limited to screening, customer identification and know your customer and sanction checks.
- (b) Each party shall be responsible for making any and all filings with any governmental entity that may be required to be made by such party under such laws and shall cooperate with other party by providing the necessary information required for such filing.

7. Representations and Warranties

Each party hereby represents to the other that:

- (a) it is duly incorporated in its place of incorporation;
- (b) it holds all authority (corporate or otherwise), corporate authorisations, licences and operating permits necessary to perform its obligations hereunder in accordance with applicable laws;
- (c) the execution and performance of this Agreement will not violate any agreement, or other third party obligation by which it is bound;
- (d) it possesses the funds, personnel, expertise and other resources required to perform its obligations hereunder, and is not expected to become insolvent, subject to bankruptcy, liquidation or other similar proceedings;
- (e) it is not the subject of any litigation, arbitration, administrative proceeding, investigation or other processes which would prevent the performance of its obligations hereunder;
- (f) its obligations under or in connection with this Agreement are valid, binding and enforceable in accordance with their respective terms;
- (g) it complies with all applicable laws, regulations and sanctions relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010; and
- (h) it does not engage in any activity, practice or conduct which would constitute an offence under sections 1 and 2 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the United Kingdom.

8. Record Keeping and Audit

- (a) The Merchant will retain and produce on demand the "Merchant Copy" of all or any transaction receipts for at least two (2) years following the date of transaction (or a longer period if local laws and regulations require so).
- (b) The Merchant shall provide unconditional cooperation to the audit of relevant account information and transaction data security status conducted by MoneySwap and UnionPay.
- (c) Audits shall be performed on no more than one occasion during any twelve (12) month period, unless the applicable laws under the UnionPay rules and regulations require otherwise.
- (d) MoneySwap shall provide at least one (1) month's notice of its intention to conduct an audit, such notice describing MoneySwap's employees that will be carrying out the audit and issues will be the subject of the audit.
- (e) MoneySwap shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Merchant or delay the provision of the Services.
- (f) The audits shall be carried out at the expense of the Merchant, provided that if an audit demonstrates that MoneySwap is in material breach of its obligations under this Agreement, the Merchant shall be entitled to recover from MoneySwap all costs and expenses that it has reasonably incurred in connection with such audit.
- (g) Following any audit or inspection carried out in accordance with this clause, the Merchant will implement, as soon as reasonably practicable in writing by MoneySwap or UnionPay to address any deficiencies which may have been identified.

9. Additional rights and obligations for MoneySwap and Merchant in the Online Program

- (a) While MoneySwap will take reasonable precautions in relation to the Online Program, the Merchant hereby accepts all risks and the possibility of hacking, cracking, viruses and any and all manner of unauthorised accesses of systems.

10. Limit on Transaction

- (a) MoneySwap may impose a limit on the amount of each transaction. These limits may be changed by MoneySwap at any time.

11. Taxation

- (a) The parties agree to bear their own taxes, duties and other charges payable in accordance with their applicable laws respectively.
- (b) All Fees listed in this Agreement shall be VAT exclusive.

12. Breach of Agreement

- (a) **Definition of Breach.** A party shall be deemed to be in breach of this Agreement if:
- i) it fails to perform its obligations under this Agreement fully and in a timely manner; or
- ii) it represents or warrants hereunder proves to be or becomes materially false, misleading or untrue.
- (b) **Liability for Breach of Agreement.** If either party suffers any cost, liability or loss, as a result of a breach of this Agreement, the breaching party shall indemnify and hold the non-breaching party harmless to the full extent of all cost, liability or loss, including without limitation third party claims and interest. In the event of both parties' default, each party shall take its respective responsibilities for the breach.

13. Force Majeure

- (a) The parties shall not be liable for damages caused by failure or delay in performance of the obligations under this Agreement in the events such as fires, wars, earthquakes or other force majeure events, which are unavoidable and uncontrollable despite reasonable measures having been taken. However, the affected party shall immediately notify the other party, take all necessary actions to minimise and overcome consequences of the force majeure event and provide corresponding evidences to the other party.

14. Termination**(a) Termination by Parties**

This Agreement shall be terminated under the following circumstances:

- i) by giving thirty (30) days written notice of termination by either party without giving further reasons;
- ii) by either party with immediate effect by means of written notice, where the other party has breached its obligations under this Agreement and has failed to remedy the same within thirty (30) days after receipt of written notice from the non-breaching party;
- iii) by either party with immediate effect by means of written notice, where the other party has entered into bankruptcy or liquidation proceedings, and is unable to pay its debts when due, and/or has had an administrator or liquidator placed over its assets;
- iv) with immediate effect if the Merchant's MoneySwap Account on www.MoneySwap.com has been suspended, closed or made inoperable for whatever reasons;
- v) when Clause 5(m) herein applies; or
- vi) with immediate effect, if instructed by UnionPay.

(b) Effect of Termination

- i) **Rights and Obligations.** The termination of this Agreement shall be without prejudice to the rights and liabilities of the parties which have accrued pursuant to the provisions of this Agreement during the term of this Agreement and outstanding at the date of termination. MoneySwap and UnionPay shall have the right of inquiry and recourse for twenty four (24) months after Agreement termination regarding transactions occurred during the Agreement.
- ii) **Outstanding Transaction Data.** Upon termination of this Agreement for any reason whatsoever, all transactions in relation to the Online and/or POS Program but not yet paid by one party shall be paid immediately by that party to the other party. The provisions in this Agreement relevant to such data processing and payment shall survive after the termination of this Agreement.
- iii) **Discontinuation of Services.** Upon termination of this Agreement, the Merchant agrees to immediately discontinue the use of each of UnionPay Mark and MoneySwap Mark thereof and to return or destroy all printed, electronic and other tangible materials bearing any of UnionPay Marks and/or MoneySwap Marks; and that all rights in each of the UnionPay Mark and MoneySwap Mark as MoneySwap demands and the goodwill connected therewith shall remain the property of UnionPay and MoneySwap respectively.

15. Confidential Information

- (a) In connection with the performance of this Agreement, either party (hereinafter referred to as "Receiving Party") may receive confidential information (hereinafter referred to as "Confidential Information") regarding the other party's (hereinafter referred to as "Disclosing Party") operation, member banks, cooperative partners, and UnionPay Cardholders' accounts. Each party hereto agrees and undertakes that it shall at all times maintain the secrecy of the Confidential Information of the other party and shall not disclose or permit to disclose any Confidential Information of the other party except as may be necessary for the proper performance of this Agreement and compelled by the applicable laws, rules and regulations.
- (b) Each party shall procure that its employees, officers, agents and/or representatives and any person who is in a professional relationship with such party and who by reason of his or its capacity or office has by any means access to the Confidential Information of the other party, will during the continuance, as well as in a reasonable period after the termination of such employment, capacity, office or professional relationship (as the case may be), not give, divulge or reveal any Confidential Information.
- (c) The term "Confidential Information" means all information relating to the Disclosing Party which is obtained, whether in writing, pictorially, in machine readable form or orally or by observation in connection with this Agreement, including but not limited to, financial information, know-how, processes, ideas, intellectual property (irrespective of its registerability or patentability status), schematics, trade secrets, technology, customer list (potential or actual) and other customer-related information, sales statistics, marketing and other business strategies and other commercial information of a confidential nature but does not include information which is known to the Receiving Party without any limitation or restriction on use or disclosure before receipt of such information from or on behalf of the disclosing party or becomes publicly available, other than as a breach of this Agreement, or becomes lawfully available to the Receiving Party from a third party free from any confidentiality restriction or any information required to be disclosed under any relevant law or any binding judgment or order of court or arbitration tribunal or any stock exchange regulations or under direction from any relevant regulatory authority.
- (d) Clause 15 of this Agreement shall survive two (2) years after the termination of this Agreement.

16. Disclaimer of Liability

- (a) The Merchant acknowledges and agrees that under no circumstances whatsoever shall MoneySwap be liable to any end-customer for any sale or purchase of goods or services by the Merchant to any end-customer of the Merchant, including without limitation to any product warranty or other third-party liability, any necessary refunds, replacements or repairs, and any late payment by any of the Merchant's customers or vendors. The Merchant shall indemnify and hold faultless MoneySwap and MoneySwap's affiliates, employees, officers and other representatives in full against any and all losses, damages and third-party claims which may arise from any sale or purchase of goods or services which is facilitated by the Services hereunder, including without limitation any product liability claims.
- (b) The Merchant further acknowledges and agrees that: (i) the performance of MoneySwap's obligations hereunder relies in part on services rendered by third parties, such as UnionPay, web hosting services, POS terminals/PSP Gateways and banking systems; and (ii) MoneySwap shall generally be responsible for the performance of third party service providers engaged by MoneySwap except that under no circumstances shall MoneySwap be liable to the Merchant for any damage, loss or third party claim which arises as a result of the failure or delay of third parties who provide services to the Merchant under contracts directly between that third party and the Merchant itself, provided that whenever such a failure or delay occurs, MoneySwap shall inform the Merchant of the same in writing as soon as practicable and shall use reasonable endeavours to assist the Merchant in seeking to recover directly from such third parties.
- (c) The Merchant shall be solely liable for any complaint, goods rejection or dispute arising out of losses caused by tampering, false, illegal, outdated or incomplete transaction information contained on the Merchant's website save where this is itself caused by the acts or omissions of MoneySwap (or its respective employees, officers, agents, representatives, contractors and service providers). The goods and services traded and offered by the Merchant shall be fully compliant with all applicable laws, rules and regulations. MoneySwap reserves the right to refuse to provide services in respect of any such prohibited goods and services. If the Merchant causes any transaction to be completed by deceit, concealment or otherwise, it shall indemnify MoneySwap in full against any and all losses arising from the same.

- (d) A party's liability under this Agreement (whether for breach of this Agreement or under any indemnity) shall be reduced where and to the extent that the claims, demands, losses, liabilities or expenses concerned are themselves caused or contributed to by the other party's own acts or omissions (or those of that other party's third party contractors, service providers, employees, officers, agents and/or representatives). Such liability shall be reduced on a fair and reasonable basis in proportion to each person's contribution to the loss concerned.

17. Notice

- (a) Unless otherwise provided herein or agreed to in writing by the parties hereto, all notices or other communications to or upon the parties shall be sufficiently served if delivered at or sent by registered post or by facsimile or by email by each party to the other party at the address stated below or the address recorded with the Registrar of Companies or the facsimile number stated below or email address stated below and all those stated for the Merchant in the Application Form respectively.
 - i) If to the Merchant, please refer to contact details of the Merchant set out in Application Form.
 - ii) If to MoneySwap: Merchant Acquisition Team, Suite 901, China Merchants Tower, Shun Tak Centre, 168-200 Connaught Road Central, Hong Kong, email: merchant@moneyswap.com and Fax: +852 39199899.

18. Governing Law and Dispute Resolution

- (a) This Agreement shall be governed by and constructed in accordance with the laws of England and Wales.
- (b) Any dispute relating to settlement transaction shall first be resolved in accordance with relevant UnionPay regulations on dispute resolution.
- (c) Any other disputes arising out of this Agreement shall be resolved through negotiation in an equal and friendly manner between the parties. If the dispute cannot be resolved, the parties agree to submit all other disputes to arbitration in London before the London Court of International Arbitration, whose finding shall be final and binding on all the parties, who shall waive any right of appeal.

19. Miscellaneous

- (a) This Agreement shall constitute the entire agreement between the parties in respect of the subject matter hereof and shall supersede any previous discussions, negotiations and agreements related thereto.
- (b) This Agreement is executed in the English language.
- (c) This Agreement shall benefit and be binding upon the parties, their successors and permitted assigns.
- (d) The waiver in part or in whole of any right under this Agreement by either party shall not be deemed a waiver of any other right hereunder, and the failure to exercise in part or in whole any right under this Agreement by either party shall not be deemed a waiver of such right.
- (e) The Merchant may not assign their rights and/or obligations under this Agreement to any third party except with the written agreement of MoneySwap. MoneySwap may transfer any of its rights and/or obligations to an affiliate or other entity and shall notify the Merchant of this assignment.
- (f) This Agreement may only be amended or supplemented by a subsequent written instrument issued by MoneySwap. The Merchant shall be given not less than thirty (30) days' prior notice in writing of any such amendments by MoneySwap. MoneySwap shall promptly notify the Merchant of any amendments required by UnionPay.
- (g) If any provision of this Agreement is held to be illegal, invalid or unenforceable, such provision shall be fully severable and this Agreement shall be construed and enforced as if the illegal, invalid or unenforceable provision had never been included herein.
- (h) Neither MoneySwap nor the Merchant shall be construed to be a joint venture partner, employee, agent or representative of or with the other for any purpose whatsoever.
- (i) MoneySwap reserves the right to adjust the Merchant Service Charge or Fees or reserve amount or settlement periods at any time and from time to time, upon written notice to the Merchant.
- (j) The liability of MoneySwap under this Agreement whether to the Merchant or any other party, whatever the basis of the liability and whether arising in respect of any one event or series of events arising from the same cause of action, shall not exceed the aggregate an amount equal to the Merchant Service Charge or Fees paid by the Merchant during three (3) months immediately prior to the first act or omission that formed the principal basis of the loss or claim being sought.
- (k) By signing this Agreement, the Merchant represents to have read and authorise to sign and submit this Agreement and all information provided herein as true, complete and accurate.
- (l) The original signed copy shall be kept by MoneySwap. However, MoneySwap's chopped copies shall be given to the Merchant/PSP/third parties for their records or reference.
- (m) Upon acceptance of this Agreement, it becomes a legally binding contract enforceable against the Merchant.

Terms and Conditions for the "Merchant Application and Agreement For UnionPay"	
On and behalf of the Company:	Date:
Principal (Full Name):	Principal Signature:
Position Held:	