**特约商户支付结算服务协议书**

 **Nominated Merchant Payment Settlement Service Agreement**

**甲方：**

**Party A:**

**乙方：善枝亚洲有限公司**

**Party B: Shan Zhi Asia Limited**

甲乙双方在平等互利的基础上，经过一致协商，决定由乙方(及乙方的关联公司) 为甲方提供支付结算服务, 並就“特约商户支付结算业务”合作事宜达成如下协议：

On the basis of equality and mutual benefit, both parties A and B, after unanimous consultation, decide that Party B (and its affiliated companies) will provide merchant payment settlement services for Party A, and reached the following Agreement on " Nominated Merchant Payment Settlement Service ":

1. **合作模式**

**1. Mode of Cooperation**

甲方为 ；乙方作为具有香港海关颁发的金钱服务经营者资格的企业，致力于为电子商务用户提供便捷、专业的外汇支付服务。甲方愿接受乙方为甲方在甲方网站（该网址或域名为： ，以下统称为甲方网站）上进行商品和服务（以下合称“商品”）交易提供的由乙方指定的银行金融机构或拥有《支付业务许可证》的非金融机构（以下称“乙方及乙方关联公司”）提供的支付结算服务。甲方通过银联卡在线支付、微信支付、支付宝等支付方式与其客户直接进行交易, 交易资金委托乙方（及乙方关联公司）进行清分，清分资金由乙方代理甲方用户向银行进行购汇，并按照甲方指令和结算周期将外币资金支付给甲方合作方。

Party A is \_\_\_\_\_\_\_\_; Party B is an enterprise having Money Service Operator license granted by Hong Kong Customs & Excise and devoted to provide convenient and professional remittance payment services to e-commerce clients. Party A hereby agrees to accept Party B to provide the Service via the banking and financial institutions or non-financial institutions with “payment business permit” designated by Party B to the merchandizes and services (hereafter “Party B (and its affiliated companies)”) transactions made through the website (the website or domain name is \_\_\_\_\_\_\_\_\_, hereafter “Party A website”) of Party A. Party A conduct transactions with its clients through UnionPay Online Payment, WeChat Pay, Alipay etc. payment methods to complete the transactions with clients directly, Party A assigns Party B (and its affiliated companies) to process transaction fund settlement, Party B shall exchange the settlement fund into foreign currencies from banks on behalf of Party A’s clients and pay to Party A’s cooperation parties in foreign currencies according to Party A’s instructions and settlement cycle.

1. **服务内容**

**2. Content of Service**

2.1乙方（及乙方关联公司）提供以下服务：

2.1 Party B (and its affiliated companies) provide the following services :

2.1.1支付类型

2.1.1 Types of Payments

乙方（及乙方关联公司）根据甲方的申请，提供包括但不限于银联卡在线支付、微信支付、支付宝等, 乙方（及乙方关联公司）提供技术接口来协助甲方配备和完成。

Party B (and its affiliated companies) to provide the following payment methods including but not limited to UnionPay Online Payment, WeChat Pay, Alipay etc according to Party A’s application, Party B (and its affiliated companies) shall provide technical interface to assist Party A to complete the connection.

2.1.2 商户管理

2.1.2 Merchants Management

甲方应通过乙方认可的方式提交资料文件，且承诺提供资料的真实、完整、合法以及准确性，因资料存在问题导致的商户纠纷，乙方不承担任何责任。

Party A shall submit the information and documents through the methods recognized by Party B and commit the information and documents provided are true, complete, legitimate and accurate. Party B shall not be responsible for any disputes with the merchants due to the problems caused by the information and documents.

2.2 “支付结算服务”特别约定

2.2 “Payment Settlement Service” (hereafter “the Service) Special Arrangement

2.2.1在乙方（及乙方关联公司）对甲方使用“支付结算服务”的行为进行核查时，甲方应配合提供乙方（及乙方关联公司）要求的相应凭证，并承担因核查所导致的支付中止、支付失败产生的损失。

2.2.1 Party B (and its affiliated companies) have the right to perform review of Party A’s behavior in using the Service, Party A shall cooperate to provide the required information to Party B (and its affiliated companies), and bear any losses due to payment failed or suspended caused by the review.

2.2.2甲方保证其付款事由正当合法，不会违反法律法规，也不会侵犯任何第三人的利益。同时甲方须保证其支付指令中的信息真实、合法、完整、准确，并承担信息存在问题所导致的所有损失。因甲方提供的信息存在问题或银行系统原因导致支付失败或迟延支付的，乙方（及乙方关联公司）不承担责任。乙方不介入因甲方提供付款指令和相应款项迟延等原因导致的所有甲方与其客户之间的纠纷，也不对此承担任何责任。

2.2.2 Party A shall commit the payment purpose is legal, not violate any laws or regulations, not infringe to legal rights and interests of third parties. Meanwhile, Party A shall commit the information of payment instruction is true, legitimate, complete and accurate, and bear any losses related thereto. Party B (and its affiliated companies) shall not be responsible for the delay or failure in payment caused by Party A’s information or banking system. Party B shall not bear any responsibility and involve in any disputes between Party A and Party A’s clients arising from the instructions provided by Party A or delay in payment,

2.2.3在合作期间，甲方有义务确保其不通过跨境渠道服务进行洗钱、销赃、第三方欺诈等违法活动，乙方（及乙方关联公司）怀疑甲方的交易行为涉及洗钱等违法行为而展开调查的，甲方有义务提供必要的协助，并提供相关信息；如果盗卡销赃案件比率过高，乙方（及乙方关联公司）认为风险过大，乙方有权直接关闭聚合支付平台接口，并解除本协议，且不承担任何责任。

2.2.3 During the cooperation period, Party A shall be obliged to ensure not to use the Service for illegal activities including money laundering, sales of pilferage, scam etc. Party B (and its affiliated companies) shall have the right to inspect any suspected illegal activities such as money laundering, Party A shall have the obligation to provide the related information and necessary assistance. If the percentage of fraud transactions is too high and Party B (and its affiliated companies) assess the risk is too high, Party B shall have the right to close the payment platform interface and terminate this Agreement without any responsibilities for any losses.

1. **权利义务**

**3. Rights and Obligations**

3.1甲方的权利与义务

3.1 Rights and Obligations of Party A

3.1.1 甲方须遵守乙方关于“支付结算服务”的管理和运行规定。

3.1.1 Party A shall comply Party B’s administration and operation rules related to the Service.

3.1.2甲方应如实向乙方提供甲方有关经营的资质资料，包括基本业务情况说明、公司营业执照、银行开户许可证、公司注册证、商业登记证、周年申报表 、ICP资质、法定代表人或负责人身份证、董事和股东身份证明文件、公司组织章程大纲及细则、企业邮箱（非个人Email信箱）等。若甲方为特殊行业商户，资质材料除以上资料外，还需提供证明其具备所经营业务合法资质的证书。甲方独立承担因上述资料不准确、不真实、不完整而引发的一切责任，并赔偿乙方因为上述资料不准确、不真实、不完整而导致的一切损失。

3.1.2 Party A shall provide Party B with relevant operating qualifications including statements of basic business conditions, business license, bank account opening permit, Certificate of Incorporation, Business Registration Certificate, Annual Return (Form NAR1, ICP qualification, ID copy of legal representative or person-in-charge, identification document of Directors and Shareholders, Memorandum and Articles of Association, enterprise email address (non-personal email address) etc. If Party A belongs to certain special industry, certificates to prove its qualification for such business shall be provided together with the afore-mentioned materials. Party A shall indemnify Party B for all losses caused by any inaccuracy, falseness or incomplete of information aforesaid.

3.1.3甲方在网上发布的所有信息及从事的经营活动必须严格遵守有关国家（包括其注册地国家和地区、中国和其经营活动涉及到相关国家和地区）法律法规、政府及管理部门的有关规定，并独立承担与此相应的责任，并赔偿乙方因为甲方违反本条规定而导致的一切损失。

3.1.3 Party A shall strictly comply the laws and regulations of related countries (includes the country and region of incorporation, China and the countries and regions its operation covered), government and regulatory departments to publish the content in the website and operate business activities, and bear the corresponding responsibility independently, and indemnify Party B for all losses caused by violation of this clause.

3.1.4甲方应就自己经营的业务在甲方网站公布客户服务电话，不得将乙方的客户服务电话作为甲方的而误导用户。

3.1.4 Party A shall state its own operation customer service hotline in its website, shall not state Party B’s customer service hotline to mislead clients

3.1.5甲方确保促使甲方合作方遵守甲乙双方签订的本协议有关条款，如由于甲方合作方违反本协议有关条款给乙方造成损失，甲方应赔偿乙方的一切损失。

3.1.5 Party A shall ensure its business partners to comply all the clauses of this signed Agreement between Party A and Party B. Party A shall indemnify Party B for all losses caused by Party A’s business partners violation of related clauses of this Agreement.

3.1.6甲方承担对甲方合作方经营监督、审核和管理职责，确保其合作方严格遵守相关法律、法规、规章、政策及法令和不侵犯他人的合法权益。甲方传输到乙方的交易报文，除了交易报文必须含有的要素外，还应该包含甲方合作方号、合作方名称等，便于乙方对甲方合作方日常监控管理。

3.1.6 Party A shall be responsible to administrate, review and monitor the operation of its business partners, ensure to comply related laws, regulations, rules and decrees and not to infringe the legal rights and interests of others. Except the necessary elements, Party A transmits transaction messages to Party B shall include Party A’s business partner number, name etc. in order to facilitate Party B daily monitoring.

3.1.7 如甲方网站上存在向最终用户销售商品或提供服务的商家（下称“下级商户”），甲方应制定下级商户业务管理办法，承担对下级商户经营范围的监督、审核和管理职责，确保其下级商户严格遵守相关法律、法规、规章、政策及法令和不侵犯他人的合法权益。

3.1.7 If there is a merchant (hereafter “sub-merchant”) selling products or services to end users on Party A’s website, Party A shall formulate sub-merchant administration policy, be responsible to administrate, review and monitor sub-merchants business scope, ensure to comply related law, regulations, rules and decrees and not to infringe the legal rights and interests of others.

3.1.8甲方应遵守以下网站要求，包括但不限于：（1）所售商品和服务的完整说明； （2）所售商品和服务的准确和详细定价，包括进行交易的货币； （3）显示客户服务联系电话、电子邮件地址和公司地址； (4) 披露有关隐私，运输和交付（如适用）以及退款的政策。

3.1.8 Party A shall comply with the following 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; (3) display of customer service contact numbers, email addresses and the company addresses; (4) disclosure of policies with regards to privacy, shipping and delivery (as it applies), and refunds.

3.1.9甲方应于每月5日前通过邮件方式向乙方提供上一个月新增或变更之甲方合作方，包括名称、统一编号、营业项目、银行账号等，作为本协议附件供乙方备案，未如期提供资料之甲方客户，乙方不予提供服务。

3.1.9 Party A shall provide Party B not later 5th day of every month with the changes of Party A's business partners in the previous month by mail, including name, unified number, business items, bank account number, etc., as an attachment to Party B for record, Party B shall not provide services to those Party A's clients not to provide the information as scheduled.

3.1.10甲方不得自行或与第三方串通以欺诈、胁迫等不正当或非法手段，损害乙方或乙方（及乙方关联公司）的利益及乙方的声誉；不得损害乙方（及乙方关联公司）整体市场形象，也不得从事其它损害乙方（及乙方关联公司）利益的行为，否则因此造成的一切后果和责任由甲方承担。

3.1.10 Party A shall not collude with third party by improper or illegal means such as fraud or coercion, to damage the interests of Party B (and its affiliated companies) and Party B's reputation; shall not damage the overall market image of Party B (and its affiliated companies); shall not engage in other acts to damage the interests of Party B or its designated bank financial institutions or third-party payment institutions, otherwise, Party A shall bear all consequences and liabilities caused.

3.1.11在本协议有效期限内，乙方有权不定期审核甲方的业务类型，甲方需依照乙方要求和相关法律法规及监管规定配合核查工作，未事先书面告知乙方的前提下及未经乙方书面同意，甲方单方变更业务类型等原因导致提供不符合本协议约定或国家相关法律法规规定的业务，乙方有权解除本协议。如因甲方违规等原因给乙方造成损失（包括但不限于行政处罚或被银行金融机构/第三方支付机构追究法律责任）的，由甲方全部赔偿。

3.1.11 Within the validity period of this Agreement, Party B has the right to review Party A's business type from time to time. Party A shall cooperate with the investigation according to Party B's requirements and relevant laws, regulations and regulatory requirements. Party A shall not unilaterally change the business type without Party B's written consent, Party B has the right to terminate this Agreement due to the provision of business that does not comply with the clauses of this Agreement or the relevant laws and regulations of the country. Party A shall fully indemnify Party B any losses caused by Party A’s violations of regulations (including but not limited to administrative penalties or is investigated by banking and financial institutions/third-party payment institutions),.

3.1.12甲方业务正式上线之前，乙方有权进行全面的评估考核，如果甲方业务未能通过乙方的考核而不能正式上线，则乙方有权终止本协议而不承担任何违约责任。正式上线后甲方终止服务或业务发生变更时，应提前一个月以书面方式通知乙方，否则须承担由此给乙方造成的一切损失。

3.1.12 Before Party A's business is officially launched, Party B has the right to conduct a comprehensive assessment. If Party A's business fails to pass the assessment of Party B and cannot be formally launched, Party B has the right to terminate this Agreement without any liability for breach of contract. After Party A’s business is officially launched, Party A shall notify Party B in writing one month in advance for termination of the service or the change of business, otherwise Party A shall bear all losses caused to Party B.

3.1.13甲方须按照乙方所要求的指令格式准确、真实、完整提交交易信息，信息包括但不限于：本外币交易金额、商品名、客户银行卡号、客户身份证号等。因甲方所提供的信息出现过错而导致使用者投诉、纠纷和资金损失，由甲方负责处理并承担相关责任。

3.1.13 Party A shall submit the transaction information accurately, truthfully and completely in accordance with the order format required by Party B. The information includes but not limited to: foreign currency transaction amount, merchandizes name, customer bank card number, customer ID number, etc. Party A shall be responsible for handling the complaints, disputes and financial losses caused by the fault of the information provided by Party A.

3.1.14甲方应在甲方网站页面上如实描述乙方提供的“支付结算服务”，甲方不得采用技术手段或其它非法手段截获持卡人的卡信息，代替持卡人提交订单。甲方必须在甲方网站引导持卡人到乙方（及乙方关联公司）支付平台亲自提交订单。

3.1.14 Party A shall truthfully describe the Service provided by Party B on Party A’s website. Party A shall not use technical means or other illegal means to intercept the card information of the cardholder, submit the order on behalf of the cardholder. Party A shall guide the cardholder to the Party B payment platform to submit the order in person on Party B (and its affiliated companies) 's website.

3.1.15甲方向用户销售商品或提供服务时，应要求用户进行确认，并长期妥善保存好与用户达成交易的凭证（若涉及实体货物的，应妥善保存收货单据）。当出现用户拒付或否认交易等纠纷时，甲方应主动调查处理和解决，能及时准确地提供相关交易信息和售货单据。否则，甲方应自行承担未履行上述义务而造成的一切损失，并赔偿乙方因为甲方违反本条规定而导致的一切损失。

3.1.15 When Party A sells merchandizes or provides services to users, shall request the user to confirm and keep the record of the transaction properly (if the physical goods are involved, shall keep the receipt properly). When there is a dispute such as a user refusing to pay or denying a transaction, Party A shall take the initiative to investigate and solve it, and provide related transaction information and sales documents in a timely and accurate manner. Otherwise, Party A shall bear all losses caused by failure to perform the aforesaid obligations and indemnify Party B for all losses caused by Party A's violation of this clause.

3.1.16甲方应妥善保管甲方的商户号及密码（甲方商户号，是指乙方为甲方提供“支付结算”服务时，乙方向甲方提供的服务编号，并用以查询或计量商户的预付、应收或应付款。）并承担因保管及使用不当而造成的一切损失和责任，并赔偿乙方因此而遭受的一切损失。未经乙方书面授权，甲方不得在多个域名或不同的网站上使用同一商户号的支付接口。

3.1.16 Party A shall properly keep Party A's merchant number and password (Party A’s merchant number refers to the number of the service provided by Party B for Party A, for reference in inquiry or measurement of merchants’ advance payment, accounts receivable and accounts payable), and bear all losses and liabilities caused by improper custody and use, and indemnify Party B for all losses suffered. Without the written authorization of Party B, Party A shall not use the payment interface of the same merchant number on multiple domain names or different websites.

3.1.17甲方未经乙方书面认可，不得把乙方提供的接口技术、安全协议等转交其它网站或第三方使用，否则，乙方可单方面解除本合同，并有权要求甲方赔偿因此给乙方造成的一切经济损失。

3.1.17 Without the written consent of Party B, Party A shall not transfer the interface technology and security agreement provided by Party B to other websites or third parties, otherwise, Party B may unilaterally terminate this Agreement and have the right to request Party A to indemnify Party B for all the economic losses caused.

3.1.18甲方不得对乙方（及乙方关联公司）采取反向工程手段进行破解，不得对乙方（及乙方关联公司）软件系统程序（包括但不限于源程序、目标程序、软件文档、运行在本地电脑内存中的数据、客户端至服务器端的数据、服务器数据等）进行复制、修改、编译、整合和篡改，不得修改或增加乙方（及乙方关联公司）提供的软件系统的原有功能。

3.1.18 Party A shall not use a mean of reverse engineering to crack Party B (and its affiliated companies), and shall not apply to Party B (and its affiliated companies) software system program (including but not limited to source program, target program, software documentation, data running in the local computer's memory, client-to-server data, server data, etc.) any copying, modifying, compiling, integrating and tampering, shall not modify or add any functions to the original software system provided by Party B (and its affiliated companies).

3.1.19甲方同意乙方（及乙方关联公司）在必要时有权将其相关交易信息提供给政府监管部门或甲方的用户支付时所涉银行进行核查，在法律法规及监管部门允许的情况下，乙方（及乙方关联公司）可告知甲方获得该等信息的银行和政府监管部门的名称及披露的交易信息内容。

3.1.19 Party A agrees Party B (and its affiliated companies) has the right to provide relevant transaction information to the government regulatory departments or the banks that Party A's users used for payment, under the permission of the laws, regulations and regulatory authorities, Party B (and its affiliated companies) may inform Party A the name of the banks and government regulatory departments that obtained such information and the contents of the disclosed transaction information.

3.1.20甲方应主动履行反洗钱法及其相关法律法规规定义务，遵守相关网上银行业务和信用卡相关交易相关的政策法规，不得进行虚假交易、信用卡套现、洗钱、转移非法所得等非法行为，否则，甲方将独立承担由此带来的全部法律责任，且乙方可将甲方行为的相关证据信息提交给有权机关处理。

3.1.20 Party A shall take the initiative to fulfill its obligations under the local Anti-Money Laundering Law and its related laws and regulations, comply relevant policies and regulations related to online banking business and credit card transactions, and may not engage in illegal acts such as false transactions, credit card cashing, money laundering or illegal income transfer, otherwise, Party A shall independently bear all legal liabilities arising therefrom, and Party B may submit relevant evidence information of Party A's actions to the competent authority for processing.

3.1.21甲方应对自身向乙方和用户所提供信息的真实性、合法性、有效性独立担责。变更上述信息前，甲方应提前五个工作日以书面形式通知乙方。

3.1.21 Party A shall be solely responsible for the authenticity, legality and validity of the information provided to Party B and its users. In case of any changes to the above information, Party A shall notify Party B thereof in writing five working days in advance.

3.1.22甲方保证具有履行本协议的合法资质及权利，且不得侵犯其他任何第三人的合法权益，否则，甲方应对自己的行为独立担责。

3.1.22 Party A guarantees that it has the legal qualifications and rights to perform this Agreement, and shall not infringe the legal rights and interests of any other third party, otherwise, Party A shall bear responsibility for its own actions solely.

3.1.23 如支付账户持有人认为交易未经授权或欺诈（例如由于卡或PIN失窃），或甲方在付款时未提供约定的服务或商品，则可以向发卡会员提交退款请求。甲方特此同意：（1）甲方有责任提供乙方或发行成员要求的必要信息和材料的证据。这些材料包括但不限于确认收到的服务或货物等。所需的材料可能因情况而异，并取决于实际情况。 （2）退款可能在相关交易之日起约定期限（原则上不超过180天）之内发生，甲方特此同意承担在本协议有效期内以及此后约定期限之内发生的与交易有关的退款的所有费用

3.1.23 A payment account holder 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 Party A does not provide the agreed services or goods upon payment made. Party A hereby agrees that: (1) Party A is liable to provide evidence of the necessary information and materials requested by Party B or the Issuing Member. These materials include, but not limited to, confirmation of receipted services or goods, etc. The required materials may vary from case-to-case and depend on the actual scenario; (2) Chargebacks may arise within agreed period (principally not over 180 days) after the date of the relevant transaction, Party A 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 within agreed period after the termination of this Agreement;

**3.2 乙方的权利与义务**

**3.2 Rights and Obligations of Party B**

3.2.1乙方负责“支付结算”平台的建设、运行和管理，并有权制订和修改相应的管理规则和功能。

3.2.1 Party B is responsible for the construction, operation and administration of the “payment settlement” platform, and has the right to formulate and revise the corresponding management rules and functions.

3.2.2甲方知悉，乙方仅是“支付结算”提供方，因此，因乙方提供本协议下服务出现过错而直接导致的用户投诉和纠纷，由乙方负责解决并承担责任。除此以外的用户投诉或纠纷，包括但不限于因甲方网站上所售商品或服务而发生的纠纷，由甲方负责处理并承担责任。

3.2.2 Party A is aware that Party B is only a provider of “the Service”, therefore, Party B shall be responsible for accepting and solving the user complaints and disputes directly caused by Party B’s provision of faults in the services under this Agreement. Other user complaints or disputes, including but not limited to disputes arising from the merchandizes or services sold on Party A's website, shall be handled and borne by Party A.

3.2.3如果乙方（及乙方关联公司）发现甲方在使用本协议项下约定服务的时候存在异常的或者大额交易，乙方有权要求甲方在指定时间内提供合理、合法、有效的交易证据。如甲方在时间限后未按要求提供相关证据，乙方有权暂时关闭支付结算接口；如甲方不能按要求提供证据，或者在导致乙方因此产生相应损失的情况下，甲方未能予以全额补偿乙方，乙方有权完全关闭支付结算接口，并且解除本协议，同时对甲方进行追偿。

3.2.3 If Party B (and its affiliated companies) discovers that Party A has abnormal or large amount transactions when using the Service stipulated under this Agreement, Party B has the right to request Party A to provide reasonable, legal and effective transaction evidence. . Before Party A provides the relevant evidence as required, Party B has the right to close the Service interface temporarily; if Party A fails to provide evidence as required, or causes Party B to incur any corresponding losses, Party A fails to fully compensate Party B. Party B shall have the right to close the Service interface completely and terminate this Agreement, and proceed to claim recovery from Party A.

3.2.4乙方（及乙方关联公司）有权根据风险防范需要，随时中止（终止）向甲方提供支付结算服务或调整甲方使用支付结算服务的结算限额，并以书面通知。

3.2.4 Party B (and its affiliated companies) has the right to suspend (terminate) the provision of the Service to Party A or adjust the settlement limit of Party A's use of the Service at any time according to the risk prevention needs.

3.2.5乙方（及乙方关联公司）有权向甲方索取甲方商品交易的订单、数额、交易对方身份、物流配送等交易信息，甲方应妥善保存好上述信息五年以上（含五年）。

3.2.5 Party B (and its affiliated companies) shall have the right to request Party A for the order information, amount, counterparty identity, logistics and other transaction information of Party A's merchandizes trading transaction. Party A shall properly keep the above information for more than five years (including five years).

3.2.6乙方（及乙方关联公司）有权向甲方追索或拒绝支付甲方违反本协议的有关款项。

3.2.6 Party B (and its affiliated companies) has the right to recover or refuse to pay Party A any related amount with violation of this Agreement.

3.2.7如乙方（及乙方关联公司）凭自行掌握的信息判断甲方实施的行为涉嫌违反法律法规和规章或者将可能对乙方产生重大不利影响，乙方可单方面暂停、中止或终止向甲方提供全部或部分服务，并以书面通知。在提供本协议下服务过程中，乙方可对支付的数额和频次大小等方面作出限定，甲方应予遵守。

3.2.7 If Party B (and its affiliated companies) judges that Party A’s actions are suspected of violating laws, regulations and rules or may have a material adverse effect to Party B, Party B may hold, suspend or terminate unilaterally to provide all or part of the services to Party A. In the course of providing the Service under this Agreement, Party B may limit the amount and frequency of payment, and Party A shall comply with it.

3.2.8 乙方（及乙方关联公司）有义务按照国家外汇管理局跨境电子商务外汇支付业务试点的相关要求提供购汇和付汇服务。

3.2.8 Party B (and its affiliated companies) is obliged to provide foreign exchange purchase and remittance services in accordance with the relevant requirements of the State Administration of Foreign Exchange's cross-border e-commerce foreign exchange payment business pilot.

3.2.9 乙方（及乙方关联公司）有权按照国家外汇管理局跨境电子商务外汇支付业务试点的相关要求向甲方索取相关信息和数据。

3.2.9 Party B (and its affiliated companies) shall have the right to request relevant information and data from Party A in accordance with the relevant requirements of the pilot application of the State Administration of Foreign Exchange's cross-border e-commerce foreign exchange payment business.

3.2.10如遇国家行政管理部门政策调整，或中国人民银行、合作机构的相关政策调整的，乙方有权调整手续费费率。乙方将以书面形式通知甲方对新调整的手续费费率进行确认，如甲方接到乙方关于费率调整通知之日起五个工作日内未予以答复的将视为甲方接受该调整，自甲方接到乙方调整通知之日五个工作日后开始执行新的费率标准。

3.2.10 In case of policy adjustments by the state regulatory departments or adjustment of relevant policies of the People's Bank of China and the cooperative institutions, Party B has the right to adjust the fee rate. Party B will notify Party A in writing to confirm the newly adjusted service fee rate. If Party A does not reply within five working days from the date of Party B's notification of rate adjustment, Party A is considered as acceptance of the adjustment. The new rate will be implemented five working days after Party A receives the adjustment notice from Party B.

3.2.11乙方设立的“支付结算服务”业务咨询联系电话号码见本协议第一页中的乙方联系信息。乙方可解答甲方在使用乙方服务中遇到的各种疑问，并及时解决双方在数据对账、资金扣划和结算过程中的有关问题。

3.2.11 Party B established a “payment settlement service” business consultation contact number which can be found in Party B's contact information on the first page of this Agreement. Party B can answer all kinds of questions encountered by Party A in using Party B's services, and solve the problems in the process of data reconciliation, fund deduction and settlement in time.

3.2.12乙方的业务功能、向甲方提供的联络方式、主体身份等信息和影响甲方与用户正常交易等方面发生任一变更的，乙方应及时更新和告知甲方，且不得以单方变更为由拒绝向用户提供服务或取消交易。

3.2.12 Party B shall promptly update and inform Party A if there is any change in the business functions of Party B, the contact information provided to Party A, the identity of the principal, and the normal transaction between Party A and the users, and shall not refuse to provide services to users or cancel transactions on the ground of unilateral change.

3.2.13 乙方应保证本协议下乙方联系信息的真实、有效，变更上述信息前，乙方应提前五个工作日以书面形式通知甲方。

3.2.13 Party B shall guarantee the authenticity and validity of the contact information of Party B under this Agreement. In case of any change to the above information, Party B shall notify Party A in writing five working days in advance.

1. **计费、结算和退款条款**

**4. Clauses about Billing, Settlement and Refund**

4.1支付业务

4.1 Payment Business

# 4.1.1服务费用

4.1.1. Service fee

4.1.1.1平台接入费

甲方在签订本协议后五个工作日内需向乙方一次性交纳平台接入费港币    (大写)元整。

4.1.1.1. Fee of access to Payment Platform:

Party A shall pay to Party B an one-off setup fee HKD\_\_\_\_\_\_\_\_ dollars within five working days after signing this agreement.

4.1.1.2.服务年费

甲方需按照每个商户号交纳服务年费港币 （大写）元整

4.1.1.2.Annual service fee

Party A is required to pay an annual service fee of HKD\_\_\_\_\_\_\_\_ dollars per merchant account.

4.1.1.3. 付款方式

4.1.1.1.和4.1.1.2.的费用缴纳方式：a、银行汇款；b、交易款抵扣。

如若选择银行汇款方式，甲方须在本协议签订后五个工作日内交纳，随后每年的年服务费须在确认续签后五个工作日内交纳。

4.1.1.3. Payment method

Payment method of4.1.1.1.and4.1.1.2.: a) bank transfer; b) deduct from the transaction amount

For the bank tansfer method, Party A must pay the access fee within five working days after signing of this agreement, and the annual service fee for each subsequent year must be paid within five working days after the renewal is confirmed.

4.1.1.4. 交易手续费/ Commission Charge

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 产品/Products类别/Category | 微信支付WeChat Pay | 支付宝 Alipay | 银联国际 UnionPay International | 国际卡在线支付International Card |
| 手续费费率Rate of Commission Charge | □刷卡支付/ Card Payment % | □扫码支付/ QR code Payment %  | □银联扫码/QR Code Payment % ，最低 / minimum  | □VISA卡/VISACARD %+ HKD/笔( HKD/per transaction) ，最低/ minimum  |
| □ 扫码支付/ QR Code Payment % | □ 手机网站支付/ Mobile Web Payment %  | □ 银联在线支付/ UnionPay Online Payment % ，最低/  minimum  | □ MASTER卡/MASTER CARD %+ HKD/笔(HKD/per transaction) ， 最低/ minimum  |
|  |  |  | □ JCB卡/JCB CARD %+ HKD/笔(HKD/per transaction)，最低/ minimum  |
| 结算周期Settlement Cycle | □T+  | □T+  | □T+  | □T+  |
| 结算起始金额Minimum settlement amount | □ 币种 元 currency dollars | □ 币种 元 currency dollars | □ 币种 元 currency dollars | □ 币种 元 currency dollars |
| 汇款手续费Remittance fees | □ 币种 元/笔 currency  dollars per transaction | □ 币种 元/笔 currency  dollars per transaction | □ 币种 元/笔 currency  dollars per transaction | □ 币种 元/笔 currency  dollars per transaction |

4.1.1.5.手续费收取方式，按自动实时收取。

4.1.1.5.The handling fee is automatically collected in real time.

4.1.1.6. 手续费费率变更：若遇国家政策调整，或中国人民银行、合作机构的政策调整，乙方有权调整手续费费率并通知甲方执行，自乙方告知甲方之日起第7个自然日，执行调整后的费率。

4.1.1.6. Change in rate of commission charge: In case of national policy adjustments, or the policy adjustments of People's Bank of China, cooperative institutions, Party B has the right to adjust the rate of commission charge and inform Party A to implement the adjusted rate of commission charge. Party A shall implement the adjusted rate from the seventh calendar day subsequent to be informed by Party B.

4.1.2账户信息

4.1.2 Account Information

甲方账户信息

Party A’s account information.

账户名称：

Account name:

银行名称：

Bank name:

银行代码：

Bank code:

账号：

Account number:

代码:

Swift Code:

银行地址:

Bank Address:

公司地址:

Company Address:

4.2退款

4.2. Refund

若发生资金未能成功结算，结算资金退回的，乙方收到甲方退款指令 T+5 个工作日内，将资金原路退回，由于汇率波动所产生的退款金额和交易金额差距，由甲方自行承担。乙方不向甲方收取退款手续费，也不向甲方退还交易过程中已收取的交易手续费。

If the funds fail to be settled successfully and the settlement funds are returned, Party B shall receive the refund instruction from Party A within T+5 working days, and return the funds in the original route. The discrepancy between the refund amount and the transaction amount due to exchange rate fluctuations shall be borne by Party A. Party B shall not charge Party A on the refund, nor return Party A to the service fee charged during the transaction.

4.3拒付处理

4.3 Chargeback process

4.3.1若因甲方和持卡消费者之间发生交易纠纷，引起持卡消费者提出拒付申请，乙方将根据银行或有权机关的规定，按如下约定处理：

4.3.1 If there is a transaction dispute between Party A and the cardholder, which causes the cardholder to apply chargeback request, Party B will deal with the following agreement in accordance with the regulations of the banks or the authorities:

4.3.1.1在本协议所约定的业务范围内，甲方承担所有因持卡人提出争议及发卡行拒付或索赔引起的风险责任和损失，持卡人的争议交易以持卡人电话或书面通知乙方或以发卡行拒付或索赔为准。

4.3.1.1 Within the business scope specified in this agreement, Party A bears all risk responsibilities and losses caused by the cardholder’s dispute and chargeback or claim by the card issuers. The cardholder’s disputed transaction shall be notified to Party B by telephone or written notice by the cardholder or subject to the chargeback or claim by the card issuers.

4.3.1.2甲方每产生一笔拒付，需要向乙方支付 币种 元/笔 拒付处理费，所需款项从甲方交易款项中直接扣取。

甲方每产生一笔调单，需要向乙方支付 币种 元/笔 调单处理费，所需款项从甲方交易款项中直接扣取。

4.3.1.2 Party A needs to pay a refusal processing fee of to Party B for each chargeback, and the required fee will be deducted from Party A’s transaction fund directly.

Party A needs to pay a transfer order processing fee of to Party B for each transfer order generated by Party A , and the required fee will be deducted from Party A's transaction fund directly.

4.3.1.3甲方按乙方、银行或有权机关的要求，在规定时限内，甲方向乙方提交拒付处理所需要的相关材料。

4.3.1.3 Party A shall submit the relevant materials required for processing of chargeback to Party B within the specified time limit according to the requirements of Party B, the banks or the authorities.

4.3.1.4根据银行或有权机关的要求，乙方在规定时限内按照甲方提供的书面联系方式未能联系到甲方或甲方对该拒付及扣款事宜无任何答复时，乙方有权按照有权机关的处理规定做默认拒付处理，退款所需款项从甲方交易款项中直接扣取。如甲方的交易款项不足而由乙方进行了代垫，按本协议第4.4.2规定办理。

4.3.1.4 According to the request of the banks or the authorities, if Party B fails to contact Party A within the specified time limit via the written contact information provided by Party A or Party A has no response to the chargeback and deduction of funds, Party B has the right to perform default chargeback processing in accordance with the regulations of the relevant authorities, and the funds required for the chargeback shall be directly deducted from Party A’s transaction funds. If Party A’s transaction funds are insufficient and Party B pays on behalf of Party A, it shall be handled in accordance with Article 4.4.2 of this agreement.

4.3.1.5根据银行或有权机关的要求，甲方在规定时限内提供的相关材料不能被认定，该损失由甲方自行承担。

4.3.1.5 The loss shall be borne by Party A if the relevant materials provided by Party A cannot be identified within the specified time limit as per the requirement of the banks or the authorities.

4.3.1.6当乙方向甲方提出退款时，甲方在乙方账户中应有不低于退款金额的账存资金，若甲方在乙方账户中的帐存资金低于退款金额时，甲方应在接到乙方书面通知之日起三日内将退款金额全部划转至乙方账户，乙方收到后向持卡消费者做出退款处理。

4.3.1.6 When Party B submits a refund request to Party A, Party A should have no less than the refund amount in the account of Party B. If Party B has insufficent balance in the account, Party A shall transfer the amount to be refunded to Party B within three days from the date of receipt of Party B’s written notification, and Party B will make a refund to the cardholder upon receipt of the fund.

4.3.1.7在退款过程中，若由于甲方在乙方账户的资金余额低于退款金额或在乙方通知之日起三日内未将退款金额全部划转至乙方账户，因此乙方为甲方垫付了部分或全部退款金额，则在乙方为甲方垫付后的一个工作日内，甲方应以转账形式偿还乙方全部垫付款项。若甲方未能按照上述约定偿还，则乙方有权要求甲方在偿还垫付款项本金的同时，按照垫付金额的0.5%乘以甲方延迟偿还自然天数支付违约金。若甲方在五个工作日内仍未将乙方的垫付款项返还到乙方账户内，乙方有权解除本协议，并停止自持卡消费者拒付之日起的全部后续交易款项的结算工作。

4.3.1.7 During the refund process, Party B will pay on behalf of Party A if Party A’s account balance is lower than the refund amount or the refund amount has not been transferred to Party B’s account within three days from the date of notification by Party B. Party A shall pay the owed amount to Party B via bank transfer within one working day. If Party A fails to pay back Party B in accordance with the above agreement, Party B has the right to require Party A to pay the principal of the owned amount plus 0.5% of the amount multiplied by the days delayed being the penalty for breach of contract. If Party A does not pay the owned amount to Party B within five working days, Party B has the right to terminate this agreement and stop the settlement of all subsequent transaction payments from the day the cardholder refuses to pay.

4.3.2若因甲方和持卡消费者之间发生交易纠纷，引起持卡消费者提出拒付申请，乙方有权依据有权机关提出的拒付通知向甲方进行查询并暂扣甲方后续交易款项，直至该交易纠纷解决完毕。

4.3.2 If there is a transaction dispute between Party A and the cardholder, which causes the cardholder to apply chargeback request, Party B has the right to make inquiries with Party A and temporarily withhold Party A’s subsequent transaction payments based on the chargeback notice provided by the authority until the transaction dispute is resolved.

4.3.3持卡消费者出现拒付情况时，乙方将根据银行或有权机关的要求通知甲方提供相关材料，若有权机关认为甲方提供的相关材料不能证明其已履行相关义务，甲方对有权机关的上述认定不服的，可以选择仲裁或根据上述认定对该笔拒付交易做退款处理。

4.3.3 When a cardholder refuses to pay, Party B will notify Party A to provide relevant materials as per the requirement of the bank or the authorities. If the authority believes that the materials provided by Party A cannot prove that it has fulfilled the obligations, and Party A is dissatisfied with the above determination of the authority, Party A may choose arbitration or refund the transaction.

4.3.3.1若甲方选择仲裁，应在乙方通知的期限内将预仲裁的费用划入乙方账户。乙方将根据甲方的要求申请仲裁。乙方最终将根据仲裁机构通知胜诉信息后的三个工作日内，对仲裁费用的剩余款项进行结算；若甲方败诉，甲方应在仲裁裁决之日起一个工作日内，将所退款项划入乙方账户，否则乙方有权按本协议第4.4.1、第4.4.2的约定处理；

4.3.3.1 If Party A chooses to arbitrate, the pre-arbitration fee shall be credited to Party B’s account within the time limit notified by Party B. Party B will apply for arbitration according to Party A's request. If Party A wins the lawsuit, Party B will settle the remaining amount of the arbitration fee within three working days after being notified by the arbitration agent of the result; If Party A loses the lawsuit, Party A shall transfer the amount refunded to Party B’s account within one working day from the date of the arbitration, otherwise Party B shall have the right to deal with it in accordance with Article 4.4.1 and Article 4.4.2 of this agreement;

 4.3.3.2若甲方不同意进行仲裁的，甲方应按照本协议第4.4.1、第4.4.2的约定履行退款义务；

4.3.3.2 If Party A does not agree to arbitrate, Party A shall proceed the refund process in accordance with Article 4.3.1 and 4.3.2;

4.3.3.3若甲方在银行或有权机关所要求的期限内未做出任何答复，或虽表示仲裁但未在本条第一款第一项的约定的时间内将预付仲裁费用划入乙方账户的，乙方将视为甲方选择退款并同意按照本协议第4.4.1和第4.4.2的约定办理。

4.3.3.3 If Party A fails to give any reply within the specified time limit required by the banks or the authorities, or if it chooses to arbitrate but fails to transfer the prepaid arbitration fees to Party B’s account within the time agreed in the first paragraph of this article, Party B will treat it as Party A’s choice to refund and agree to handle it in accordance with Article 4.4.1 and Article 4.4.2 of this agreement.

4.4其他费用

4.4 Other Fee

甲方应当承担跨境汇款涉及到的银行收取的中间行与落地行的费用

Party A shall bear the bank charges of the intermediate bank and the receiving bank involved in cross-border remittance.

4.5其他事项

4.5 Other Matters

4.5.1甲乙双方确认：乙方（及乙方关联公司）与甲方对账数据不一致的，以乙方（及乙方关联公司）提供的数据为准。

4.5.1Both Party A and Party B confirm any inconsistent between Party B (and its affiliated companies) and Party A's reconciliation data, the data provided by Party B (and its affiliated companies) shall prevail.

4.5.2乙方（及乙方关联公司）结算延误，不视为乙方违约，乙方不承担对应责任。乙方应在结算日终之前，以电子邮件方式通知甲方。

4.5.2 Any settlement delay of Party B (and its affiliated companies) shall not be deemed as Party B's breach of contract, and Party B shall not bear the corresponding responsibility. Party B shall notify Party A by email before the end of the settlement day.

4.5.3甲乙双方共同确认：同意以下方式进行结算（同时，乙方有权自行根据甲方的经营状况、业务变化及实际赔付情况随时变更结算方式和结算周期，但应提前1日以电子邮件形式通知甲方）。

4.5.3 Party A and Party B jointly confirm: agree to use the following method for settlement (meanwhile, Party B has the right to change the settlement method and the settlement cycle at any time according to Party A's operation status, business changes and actual claims, Party B shall notify Party A by email one day in advance;).

4.5.4双方确认：若因甲方提供信息不准确的原因导致款项无法按时结算实际提供的收款银行账号中，由此导致的任何损失以及产生的任何额外费用支出，由甲方承担。

4.5.4 If the settlement fund cannot be reached to the actual receiving bank accounts on time due to the inaccurate information provided by Party A, Party A shall bear any losses and additional expenses related thereto.

4.5.5若甲方需变更结算账号，应提前以书面文件形式告知乙方。因甲方变更账号但未及时通知乙方导致任何损失，由甲方承担。

4.5.5 If Party A needs to change the settlement account, Party A shall inform Party B in writing in advance. If Party A changes its account but fails to notify Party B in time, Party A shall bear any losses caused to Party B.

1. **履约保证金**

5. Performance Bond

5.1乙方有权根据甲方业务开展、商户数量、交易流水、实际赔付等情形收取甲方相应金额的保证金。

5.1 Party B has the right to receive guarantee deposit from Party A, the amount is depending on Party A's business performance, merchant quantity, transaction amount and actual compensation etc.

5.2在本协议有效期内，如甲方未违反本协议约定，且自本协议终止后的180日内，乙方未接到任何第三方投诉或发生交易纠纷，则乙方将在本协议终止180日后的五个工作日内，将上述保证金无息退还甲方。

5.2 During the term of this Agreement, if Party A does not breach the Agreement, and within 180 days after the termination of this Agreement, Party B does not receive any third party complaints or transaction disputes, Party B shall return the above deposit to Party A without interest within five working days after 180 days after the termination of this Agreement.

5.3 风险保证金方案

5.3 Risk deposit plan

5.3.1 风险保证金方案：两风控方案二选一，甲方选择 方案

5.3.1 Risk deposit plan: either of two plans as mentioned below. Party A chooses Plan

A、循环风险保证金方案：

Ａ) circulating risk deposit plan

将扣除乙方手续费后的甲方交易收款按一定比例进入甲方循环风险保证金，并依据循环风险保证期规则定期转换为待结算金。发生赔付时,乙方首先使用甲方现金账户进行赔付；若甲方的现金账户资金不足时，乙方可使用甲方的保证金账户进行赔付。

循环风险保证金规则：设定甲方的循环风险保证金比例为\_\_\_\_\_\_\_%。

循环保证期为T+\_\_\_\_\_\_\_天，超过循环保证期的循环保证金余额会划转到甲方的可结算金中，为甲方按结算周期进行结算。（如设循环保证期为Ｔ＋１５天，即每笔交易的循环保证金余额经１５天后划转为可结算金）

Circulating risk deposit plan: After deducting the charges payable to Party B, Party A’s transaction amount will be added to Party A’s circulating risk deposit at certain proportion and converted into the amount to be settled regularly according to the rules on circulating risk deposit period. In case of any compensation, Party B will make compensation firstly out of Party A’s cash account or, in case of insufficient deposit in that account, from Party A’s deposit account.

Rules on circulating risk deposit: the rate of Party A’s circulating risk deposit is \_\_\_\_\_%.

 Circulating deposit period is T + \_\_\_\_\_ day(s); in case of expiration of the circulating deposit period, the balance of the circulating deposit will be transferred to Party A’s settlement fund for settlement subject to the settlement cycle. (i.e., if the circulating deposit period is T+15 days, namely, the balance of the circulating deposit of each transaction will be transferred to settlement fund in 15 days)

B、固定风险保证金方案：两缴纳方式二选一，甲方选择 方式

Ｂ) fixed risk deposit plan. Select one of the two payment methods, Party A will select Method\_\_\_\_\_\_

1. 保证金金额为10万港币或等价美金金额1.5万元，保证金周期为双方签约起至甲方终止交易后180个自然日止；
2. Security deposit is HKD100,000 or equivalent to USD15,000. The duration of the security deposit commences on the signed contract date and ends on 180 days after the last transaction.
3. 收取方式：

 （2）Collection Method:

1. 甲方主动打款：在主协议生效 5个工作日内，将该保证金\_ 币种 元 充值到在乙方的甲方保证金账户中；

a. Party A makes the payment: Transfer the security deposit amount of \_\_\_\_\_\_ currency\_\_\_\_\_\_\_\_\_\_ into Party B’s account within 5 working days after the Service Agreement takes effect.

1. 在甲方结算款中按约定金额扣除；

b. The security deposit will be deducted from the settlement.

1. 保证金的返还：甲方终止交易后顺延180个自然日时，无投诉及纠纷的，则乙方将返还收取的保证金到甲方注册入网的同名银行账户中。
2. Return of security deposit: If there is no complaint or dispute, Party B will return the security deposit to Party A’s settlement bank account indicated in the Service Agreement 180 days after the last transaction.
3. 保证金的追加：当甲方被消费者投诉或发生任何交易纠纷的，且涉及到的金额超过保证金金额60%以上的，则需要视情况向甲方追缴保证金。

(4) Additional security deposit: When there are any consumer complaints or transaction disputes on Party A ( the amount involved exceeds 60% of the security deposit), Party A may need to pay additional security deposit.

1. **保密条款**

6. Confidentiality

6.1未经乙方书面同意，甲方不得将本协议内容以及乙方提供给甲方的接口技术、安全协议及证书等透露给第三方。

6.1 Without the written consent of Party B, Party A shall not disclose the contents of this Agreement and the interface technology, security protocol agreement and certificates provided by Party B to third parties.

6.2甲、乙双方对在履行协议中获得的对方技术及经营等商业机密负保密义务。收到保密信息的一方应当采取措施保护保密信息，防止信息被擅自使用、散布或公开。

6.2 Both Party A and Party B shall be obliged to keep confidential of the other party’s business secrets such as technology and operations obtained during the execution of this Agreement. The receiving party shall take measures to protect the confidential information and prevent the information from being used, distributed or disclosed without authorization.

6.3甲、乙双方保证其雇员及代理人履行本条的保密义务。

6.3 Party A and Party B guarantee their employees and agents shall perform the confidentiality obligations of this clause.

6.4上述保密义务不因本协议的终止而失效。

6.4 The above confidentiality obligations shall not be lapsed even after the termination of this Agreement.

1. **除外责任**

**7. Exclusions**

7.1 受地震、台风、火灾等自然灾害以及相关法律法规及政策重大变更或其他不可抗力事件的影响，导致本协议不能全部履行或部分履行的，双方可根据实际情况协商决定部分履行、延期履行或终止本协议，部分或全部免除违约责任。一方因不可抗力事件不能履行合同的，应及时采取措施防止损失扩大，并及时书面通知对方，以减轻可能给对方造成的损失，否则，应就扩大损失向对方承担赔偿责任。

7.1 In the event of natural disasters such as earthquakes, typhoons, fires and material changes in laws, regulations and policies or other force majeure events, which may result in the failure to perform or partially perform this Agreement, the parties may, depend on the actual circumstances, decide to partially perform, postpone or terminate this Agreement, part or all of the exemption from liability for breach of contract. If one party fails to perform this Agreement due to force majeure, it shall promptly take measures to prevent the loss from expanding, and notify the other party in time in writing to mitigate the losses that may be caused to the other party, otherwise, the party shall be liable for compensation for the expansion of the loss.

7.2 鉴于网络所具有的特殊性质，遇到下列影响网络正常经营情形之一的，可免除乙方的赔偿责任：

7.2 In view of the special nature of the internet, Party B may be exempted from Party B’s liability for any of the following factors affecting the normal operation of the internet:

7.2.1 黑客攻击，或计算机病毒侵入或发作的；

7.2.1 hacking, or computer virus intrusion or attack;

7.2.2 计算机系统遭到破坏、瘫痪或无法正常使用的；

7.2.2 the computer system is damaged, collapsed or not working properly;

7.2.3 电信部门进行技术调整或发生故障的；

7.2.3 technical adjustments or failures in the telecommunication sector;

7.2.4 因政府部门要求乙方暂时或持续停止提供服务的；

7.2.4 government department requires Party B to stop providing service temporarily or continuously;

7.2.5 银行或电信运营商等非乙方原因造成的；

7.2.5 caused by non-Party B such as banks or telecom operators;

7.2.6 因法律法规变动导致乙方作出调整的。

7.2.6 Party B made adjustments due to changes in laws and regulations.

7.3 乙方遇第7.2条情形的，应立即将事件情况书面通知对方，并出示有效证明文件以说明不能履行或不能完全履行、或需要延期履行的理由。双方按照事件对协议履行的影响程度，再行决定是否继续履行本协议或提前终止协议。

7.3 If Party B encounters the circumstances of clause 7.2, it shall notify the other party in writing of the incident immediately and present a valid supporting document stating the reasons for the inability to perform or not fully perform, or the need to postpone the performance. Both parties shall decide to continue to perform or terminate this Agreement according to the degree of influence of the event on the performance of the agreement.

7.4 为有效提供服务，乙方（及乙方关联公司）提供的软件系统将不时进行维护和检测，对此乙方将提前通知甲方，因此产生的银行金融机构或第三方支付机构服务中断或不稳定状态，不视为乙方违约。

7.4 In order to provide effective services, Party B (and its affiliated companies) may maintain and test the software system from time to time, in this regard Party B shall notify Party A in advance, the resulting to induce banking and financial institutions or third-party payment institutions service interruption or unstable status, shall not be considered as Party B's breach of contract.

7.5 乙方不对甲方提供的商品、服务及售后等内容向甲方的用户做任何保证和承诺，甲方的用户与甲方产生的一切纠纷由甲方自行处理，乙方不承担任何责任。

7.5 Party B shall not make any guarantees or promises to Party A's users for the goods, services and after-sales provided by Party A. Any disputes between Party A and its users shall be handled by Party A itself, Party B shall not bear any responsibility.

1. **协议的解除与终止**

**8. Discharge and Termination of the Agreement**

8.1发生下列情形之一的，本协议可以解除：

8.1 This Agreement may be terminated if one of the following occurs:

8.1.1在本协议有效期内，双方协商一致，可以提前解除本协议。

8.1.1 During the term of this Agreement, this Agreement shall be terminated upon mutual agreement between both parties.

8.1.2甲方在本协议有效期内信誉状况恶化或存在违反本协议的行为，情节轻微的，乙方将及时要求甲方予以纠正，超过一个月仍未纠正的，乙方有权解除本协议；情节严重或违反现行法律、法规的有关规定，从事套现洗钱、色情服务类、赌博及博彩类、出售违禁药品、毒品、黄色出版物、军火、弹药等禁止或限制经营项目或其他非法活动的，乙方有权立即解除本协议。

8.1.2 If Party A's reputation deteriorates during the term of this Agreement or if there is any violation of this Agreement, Party B will promptly request Party A to correct if it is minor, Party B has the right to terminate this Agreement if has not been corrected for more than one month; if the circumstances are serious or violates the local laws and regulations, engages prohibited or restricted business categories or other illegal activities such as cashing and money laundering, erotic services, gambling, sale of illegal medicines, drugs, erotic publications, arms, ammunition etc., Party B has the right to terminate this Agreement with immediate effect.

8.1.3甲方有下列情形之一，乙方有权单方面解除本协议，并要求甲方承担连带赔偿责任：

8.1.3 Party B has the right to terminate this agreement unilaterally, and requires Party A to indemnify upon the happening of any following circumstances from Party A :

(1) 直接或间接参与欺诈的；

(1) directly or indirectly involved in fraud;

(2) 经营及财务状况恶化无法为用户购买的商品或服务提供应有的后续服务的；

(2) deterioration in operating and financial conditions, incapable to provide after-sales services for merchandizes or services purchased by users;

(3) 出现违规操作，经指出拒不纠正的；

(3) refuse to correct any violation in operation found;

(4) 无理拒绝或故意拖延乙方合理的查询和监查要求的；

(4) unreasonably refuse or deliberately delay to the reasonable inquiry and inspection requests of Party B;

(5) 进入破产程序、解散、营业执照被吊销；

(5) engaged into bankruptcy proceedings, dissolution, business license was revoked;

(6) 发生卡片伪冒交易或恶意欠款的；

(6) fraudulent card transactions or malicious arrears;

(7) 实施其他有损乙方利益行为的；

(7) take other actions to damage Party B’s interests;

(8) 违反本协议或利用乙方（及乙方关联公司）提供的服务从事非法业务的；

(8) violation of this Agreement or the use of services provided by Party B (and its affiliated companies) to engage in illegal business;

(9) 出现风险事件或经乙方判断交易异常的；

(9) a risk event occurs or classified as abnormal transactions by Party B;

(10) 违反银行金融机构或第三方支付机构的相关规则和制度。

(10) violation of relevant rules and regulations of banking financial institutions or third-party payment institutions.

8.1.4 除8.1.1至8.1.3条及本协议已约定的其他情形外，在下述情形下，守约方有权立即终止本协议：

8.1.4 Except as provided in 8.1.1 to 8.1.3 and other circumstances as agreed in this Agreement, the Observant Party shall have the right to terminate this Agreement immediately in the following circumstances:

(1) 一方违反本协议约定，未履行相关义务，经另一方书面通知后30天内仍未改正的；

(1) If one party violates the provisions of this Agreement and fails to perform the relevant obligations, still not to correct within 30 days after the written notice of the other party;

(2) 一方严重违反本协议约定导致本协议目的不能实现的。

(2) If one party seriously violates any provisions of this Agreement to induce the purpose of this Agreement may not be achieved;

(3) 本协议期限届满，双方决定不再续约的，本协议终止。

(3) Upon the expiration of this Agreement, both parties decide not to renew, this Agreement shall be terminated.

8.1.5 由于任何原因终止本协议后，如交易尚未由一方支付，则该方应立即将其支付给另一方。本协议中与此类数据处理和支付有关的规定应在本协议终止后继续有效。

8.1.5 Upon termination of this Agreement for any reason whatsoever, if the transactions are 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 continue to be effective after the termination of this Agreement.

1. **争议解决**

**9. Dispute Resolution**

# 凡因本协议引起的或与本协议有关的任何争议，由双方友好协商解决。如协商不成，任何一方均可起诉到乙方所在地法院。

 Any dispute arising from or in connection with this Agreement shall be solved through amiable negotiation between the parties. If the negotiation fails to solve the dispute, either Party may submit to the jurisdiction of the courts in the place where Party B is located.

1. **违约责任**

**10. Liability for breach of contract**

10.1甲乙双方中的任何一方违反在本协议中所做的保证、承诺或其他条款，均构成违约，应承担相应的违约责任；因违约而给另一方造成损失，违约方应承担赔偿责任。

10.1 Either Party who violates the promises, commitments made herein or other clauses shall constitute breach of contract and shall bear corresponding liabilities; in case of any losses suffered by the other Party, the default Party shall be liable for compensation.

10.2因非本协议双方过错所造成的损失，双方应按照公平的原则分担损失并共同向过错方寻求赔偿。

10.2 In case of any losses caused by neither Party, both Parties shall bear such losses on the principle of equality and claim damages from the wrongdoer jointly.

1. **反洗钱和反恐怖融资**

**11. Anti-money laundering and anti-terrorist financing**

双方应按照《打击洗钱及恐怖分子资金筹集条例》、《贩毒(追讨得益)条例》、《有组织及严重罪行条例》、《中华人民共和国反洗钱法》和《支付机构反洗钱和反恐怖融资管理办法》等有关法律法规和双方协议约定履行反洗钱和反恐怖融资义务，并互相为对方在开展反洗钱和反恐怖融资工作上提供充分的协助。

Both parties shall perform their anti-money laundering and counter-terrorism financing obligations in accordance with  the“Anti-Money Laundering and Counter-Terrorist Financing (Financial Institutions) Ordinance”, the “Drug Trafficking (Recovery of Proceeds) Ordinance”,  the “Organized and Serious Crimes Ordinance”, the "Anti-Money Laundering Law of the People's Republic of China" and the "Administrative Measures on Anti-Money Laundering and Counter-Terrorism Financing of Payment Institutions" and provide mutual assistance to carry out anti-money laundering and counter-terrorist financing work.

**第十二条 其他条款**

 **12. Other Clauses**

12.1本协议的任何补充和修改仅能以甲乙双方签字、盖章的书面文件进行。

12.1 Any additions and alterations to this Agreement may only be made in a written document, signed and sealed by both parties.

12.2本协议自甲乙双方签字盖章之日起生效，有效期为 年 月 日至 年 月 日。

12.2 This Agreement shall become effective on the date of signature and seal by both parties, and shall be valid from the date of \_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_.

12.3本协议首次和后续历次有效期届满前的一个月之前，如甲、乙双方均未提出书面要求终止协议的，本协议应视为自动延期一年，延期次数不限。

12.3 If both Party A and Party B have not submitted a written request to terminate this Agreement within 1 month prior to the first and subsequent expiration of this Agreement, this Agreement shall be considered to be automatically extended for one year, there is no limit in times of extension.

12.4本协议未尽事宜，双方可协商一致达成书面补充协议，补充协议与本协议具有同等法律效力，补充协议与本协议约定不一致的，以补充协议约定为准。本协议的任何补充和修改均以甲乙双方签字盖章的书面文件进行。

12.4 As for issues not covered herein, both Parties may achieve supplemental agreements in written form which shall have the same legal effect with this Agreement; in case of any inconsistency between the supplemental agreements and this Agreement, the supplemental agreements shall prevail. All supplements and amendments to this Agreement shall be made in written form and signed and sealed by both Parties.

12.5本协议附件是本协议的组成部分，与本协议具有同等法律效力。

12.5 The appendixes hereto shall be considered as an integral part hereof and have the same legal effect with this Agreement.

12.6本协议一式贰份，双方各执壹份，具有同等法律效力。

12.6 This Agreement shall be in duplicate, each Party holding one copy and each copy having the same legal effect.

12.7 本协议由中、英文书写，两者不一致时中文优先。

12.7 This Agreement is written in both Chinese and English, if there is any inconsistent, the Chinese version is prevailed.

特别说明：乙方已提请甲方对本协议各条款及其内容作全面和准确的理解，并应甲方要求做了相应的说明，双方对本协议各条款内容认识一致。

Special Note: Party B has drawn Party A's attention to understand the terms and contents comprehensively and accurately of this Agreement, and has made corresponding explanation upon the request of Party A. Both parties have agreed the terms and contents of this Agreement.

(以下无正文)

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（本页无正文，为《特约商户支付结算服务协议书》之签署页）

甲方(盖章)

Party A(Company chop)

 法定代表人（或授权代表）：（签字）

Legal representative (or Authorized representative): (signature)

\_\_\_\_\_(day)\_\_\_\_\_(month)\_\_\_\_(year)

年       月        日

(There is no text on this page, it is the signed page of the “Nominated Merchant Payment Settlement Service Agreement”)

（本页无正文，为《特约商户支付结算服务协议书》之签署页）

乙方：善枝亚洲有限公司(盖章)

Party B: Shan Zhi Asia Limited(Company chop)

 法定代表人（或授权代表）：（签字）

Legal representative (or Authorized representative): (signature)

\_\_\_\_\_(day)\_\_\_\_\_(month)\_\_\_\_(year)

年       月        日

**善枝亚洲有限公司Shan Zhi Asia Limited**

|  |  |  |
| --- | --- | --- |
| **MERCHANT APPLICATION FORM** |  | For internal use only  |
| **商戶申請表** |  | Merchant code:  |
|  |  | BD Name: |
|  |  | BD Code: |
|  |  |  |
| 1. **BUSINESS PARTICULARS 商户资料**
 |  |  |
| **Registered Company Name in English公司注册英文名称** | **Registered Company Name in Chinese公司注册中文名称** |
|   |   |
|
| **Abbreviated Name商户简称** |  |  |
|   |  |  |
| **□ Certifi­cate of Incorporation公司注册证书** | **□ Business Registration Certificate 商業登記证** | **□ Other 其他** |
|  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Expiry Date有效日期**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Date of Establishment 成立日期** | **Country of Registration公司注册地 Registered Capital商户注册资金** |
| \_\_\_\_\_ \_\_\_\_\_\_\_ \_\_\_\_\_\_\_  | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Day 日 Month 月 Year 年 |   |
| **Company Type公司类别** | 　 **Marketing Model 营销模式**  |
| □ Limited Company □ Sole Proprietorship □ Other, please specify □ online shop  | 　 □ offline shop  |
|  有限公司 独资经营公司 其他, 请注明 线上  |  线下 　 |
| **Offi­ce Telephone Number 办事处电话号码** |  **Of­fice Fax Number办事处传真号码** |  |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
|  |  | 　 |
| **Registered Address公司注册地址** | 　 | 　 |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | 　 |
| Flat/Room 室/房 Floor层 Block座 Name of Building 大厦名称 | 　 |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | 　 |
| No. and Name of Street街道号数及名称 District地区  | 　 |
| □ Hong Kong □ Kowloon □ New Territories □ China □ Foreign Country, pls specify外国，请注明 |  Postal Code邮编:  |
|  香港 九龙 新界 中国 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Business Address/Store Address, if different from Registered Address店铺经营地址，如与公司注册地址不同** | 　 |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | 　 |
| Flat/Room 室/房 Floor层 Block座 Name of Building 大厦名称 | 　 |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | 　 |
| No. and Name of Street街道号数及名称 District地区  | 　 |
| □ Hong Kong □ Kowloon □ New Territories □ China □ Foreign Country, pls specify 外国，请注明 |  Postal Code邮编:  |
|  香港 九龙 新界 中国 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Merchant Category Code MCC编码\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **Description of Business业务描述\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |  |
| **Customer Service Number 客户服务电话\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **Customer Service Email客户服务邮箱\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |  |
| **Registered Email注册邮箱****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  |  **Online Shop 商城网址****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  | 　 |
| **ICP No.or Apps Name ICP档案号或Apps名称****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  | **IP Address 商户接入IP(白名单)****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  |  |

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| **2. BACKGROUND OF THE COMPANY 商户背景资料** |  |  |
| **Annual Sales Turnover年度营业额** HKD \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | 　 |
| **Number of Employees员工人数**  | 　 | 　 |
| HK 香港 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Employee/员工) China中国\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Employee/员工) | 　 |
| Other areas, please specify其他地区，请说明 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Employee/员工) | 　 |
| **Expected transaction volumn (Monthly) 账户交易量(每月)** |  | 　 |
| No. of transaction交易量(笔)): |  | 　 |
| □0 – 500 □501 – 1000 □1001– 2000 □2001 – 5000 □more than 5000 多於5000宗 | 　 |
| **Expected transaction amount(Monthly) 预期交易金额(每月)** HKD \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | 　 |

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| 1. **PRIMARY CONTACT INFORMATION 商户联系方式**
 |  |  |
| **Finance Contact Person Name财务联系人姓名\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |  |  |
| **Phone Number联系电话****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **Email联系邮箱****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |  |

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| **Risk Control Contact Person Name风控联系人姓名\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |  |  |
| **Phone Number联系电话****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **Email联系邮箱****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |  |

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| 1. **DEVELOPMENT INFORMATION 拓展信息**
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| **Source of Merchant商户来源** | □ Self-Development自主发展 □ Introduce by agent 代理商发展 \_\_\_\_\_\_\_\_\_\_\_\_\_\_  |  |
| **Merchant Type商户类型** | □ Ordinary Merchant普通商户 □ Agent 代理商  |  |

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|  | **5.INFORMATION OF THE KEY PRINCIPAL(S) 主要负责人资料** |
|  | **(1) Particular of shareholder(s) / ultimate beneficial owner(s) of the company those who can exercise or control more than 25% of shareholdings of the Company) 股东/最终拥有人（可以行使或控制公司25％以上股权的人）**　 |
|  |
|  | 　 | Shareholder/Ultimate Beneficial Owner股东/最终拥有人 | Shareholder/Ultimate Beneficial Owner 股东/最终拥有人 |
|  | English Full Name 英文全名  | 　 | 　 |
|  | Chinese Full Name 中文全名 | 　 | 　 |
|  | Shareholding 持股量 (%) |  % |  % |
|  | Identity Card/ Passport No. 身份证╱护照号码 | 　 | 　 |
|  | Date of Birth 出生日期 | 　 | 　  |
|  | Nationality国籍 | 　 | 　 |
|  | Position职位 | 　 | 　 |
|  | Residential Address住址 |   | 　 |
|  | Mobile No. 移动电话 |   |   |

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|  | 　 | Shareholder/Ultimate Beneficial Owner股东/最终拥有人 | Shareholder/Ultimate Beneficial Owner 股东/最终拥有人 |
|  | English Full Name 英文全名  | 　 | 　 |
|  | Chinese Full Name 中文全名 | 　 | 　 |
|  | Shareholding 持股量 (%) |  % |  % |
|  | Identity Card/ Passport No. 身份证╱护照号码 | 　 | 　 |
|  | Date of Birth 出生日期 | 　 | 　  |
|  | Nationality国籍 | 　 | 　 |
|  | Position职位 | 　 | 　 |
|  | Residential Address住址 |   | 　 |
|  | Mobile No. 移动电话 | 　 | 　 |
|  | **(2) Particular of at least two Directors (the Sole Director if the Company has only 1 Director) 至少两名董事（如果公司只有一名董事，则为唯一董事）**

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| 　 | Director 董事 1 | Director 董事 2 |
| English Full Name 英文全名  | 　  | 　  |
| Chinese Full Name 中文全名 |   | 　  |
| Identity Card/ Passport No. 身份证╱护照号码 | 　  | 　  |
| Date of Birth 出生日期 | 　  | 　  |
| Nationality国籍 | 　  | 　  |
| Position职业 |   | 　  |
| Residential Address住址 | 　  | 　  |
| Mobile No. 移动电话 |   | 　  |

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|  | **6. POLITICALLY EXPOSED PERSON政治敏感人物**  |
|  | Is/Are any director(s), shareholder(s), authorized person(s), the ultimate beneficial owner(s) of the Company, (including his/her spouse, partner, child, parent, spouse or partner of his/her child, or a close associate with him/her) is a political exposed person, entrusted or has been entrusted with a prominent public function, which includes a head of state, head of government, judicial or military official, senior executive of a state-owned corporation, an important political party official and senior management of an international organization, i.e. directors, deputy directors and members of the board or equivalent functions? 客户之任何董事、股东、被授权签署人、最终受益人(包括其配偶、伴侣、子女或父母， 或其子女的配偶或伴侣，或与其关系密切的人)，是否担任或曾担任重要公职的政治人物，包括国家元首、政府首长、资深从政者、高级政府、司法或军事官员、国有企业高级行政人员、重要政党干事及国际组织的高级管理层，即董事会的董事、副董事及成员或对等职位?  |
|  | □ No 否  |
| 111 | □ Yes 是 (Please specify请说明)： |
|  | 　**\_\_**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**\_\_**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**\_\_**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**\_\_**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**\_\_**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**\_\_**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**\_\_**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**\_\_**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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| **Merchant’s Declaration 商户声明**The Merchant and persons signing this form hereby acknowledge, affirm and agree that: 商户和签署此表的人在此承认，确认并同意：1. the Merchant has received this form issued by Shan Zhi Asia Limited(“Company”);

商户已收到由善枝亚洲有限公司(公司)发行的表格;1. the Merchant understands the risks associated with applying for the services offered under the Company and understands that there may be other risks;

商户了解公司所提供的服务涉及之风险，并明白可能存在其他风险；1. the Merchant has completed this form in accordance with the instructions on the form;

商户已按照表格上的说明填写该表格；1. the Merchant's application may be rejected by the Company in its absolute discretion and no agreement will be entered into between the Merchant and the Company;

公司有权拒绝商户的申请, 而商户与公司之间不会达成任何协议；1. The information provided by the Merchant must be accurate and complete, the Company will reply on what the Merchant provides;

商户所提供的一切信息均为准确与完整的，公司将依赖所获提供的信息;1. the Company may require the Merchant to provide other information or documents (including but not limited to the above "Required Materials"), the Merchant acknowledges and undertakes to provide relevant information; and

公司可能要求商户提供其他信息或文件（包括但不限于上述“必需材料”）,商户知悉並承诺提供有关信息；和1. The Company is required to comply with applicable laws, regulations and policies, if the Merchant does not provide the Company with information as requested, or if there is a delay in providing the Company with this information, the Company may not be able to open a Merchant Account or there may be delay in opening a Merchant Account. The Company will not be liable for any loss incurred by the Merchant as a result of any action of the Company which either delays a Merchant Account being opened or results in an application being declined.

公司需遵守所有有关法律，规例及政策，如商户未按要求向公司提供信息，或者延迟向公司提供此信息，则公司可能无法建立商户帐户，或者可能会重新设立商户帐户。公司不承担任何责任，逐步或延迟开立商户帐户或在必要的情况下导致申请被拒绝， **Merchant Chop 盖章:**  |

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|  | **Signature of Director(s) 申请机构之董事:** |
|  |  |  |
|  | **Name of signatory** **签字人姓名：**  | **Name of signatory** **签字人姓名：** |
|  | **Date 日期：**  | **Date 日期：**  |