

IE MALL STANDARD MERCHANT AGREEMENT

THIS AGREEMENT is entered into between MyPay New Zealand Limited ("Supplier") and the log in user ("the Merchant") which shall be effective from the Commencement Date until terminated in accordance with this Agreement.

THIS AGREEMENT includes the attached:

- 1. Schedule 1 – Services;**
- 2. Schedule 2 – Service Fee and Settlement;**
- 3. Schedule 3 – Terms and Conditions of Agreement;**
- 4. Appendix 1 – Prohibited And Restricted Product List**
- 5. Appendix 2 – Terms Options For Service Plans And Packages**

SCHEDULE 1

SERVICES

Service Description

The Supplier is the proprietor of IE Mall, an internet sales platform.

- The Supplier has devised and provides an on-line eCommerce platform known as “IE Mall”.
- IE Mall provides Merchants with the opportunity to market and sell their goods and services (“products”) through the internet by way of an e Commerce shop via the IE Mall website located at iemall.co.nz and nzmai.com.cn.
- IE Mall on behalf of the Merchant provides a platform for the sale of the Merchant’s products by way of the provision of the IE Mall platform (“the **Services**”).

In providing the Services, the following general steps are involved:

1. The Merchant must previously have signed a “*Merchant Agreement Relating to Payments*” agreement with the Supplier, and in terms whereof the Supplier supplies the Merchant with a payment service, which may include Alipay, WechatPay, UnionPay, POLiPay and Credit card payments;
2. The Merchant Agreement Relating to Payments must be current and valid at the time this agreement to provide the Services is executed.
3. The Merchant then signs this agreement (which is defined in Schedule 2 below) with the Supplier;
4. Once the operation of the agreement commences, the Supplier causes the Merchant to have access to a dedicated site on the IE Mall platform on which the Merchant can advertise, market and offer products for sale to the general public;
5. The Services include;
 - An e Commerce shop available for viewing by internet users, who can select and purchase products on-line directly from the Merchant;
 - An integrated payment system available for the purchase of products using the MyPay payment service, (the Merchant Agreement Relating to Payments) which may include Alipay, WechatPay, UnionPay, POLiPay and Credit card payments, (which must be contracted and paid for separately);
 - A dashboard showing sales and orders of the Merchant’s products displayed on IE Mall, and the level of traffic on the site; and,
 - An inventory management system for the Merchant so that it can track its product stock levels in real time.
6. The Merchant pays the Supplier a monthly service fee for the Services selected;

7. The Merchant pays the Supplier a transaction fee for every transaction under the Merchant Agreement Relating to Payments.
8. The Merchant then uploads details of its products for sale onto its dedicated site at iemall.co.nz and/or nzmai.com.cn, and thus displays and advertises its products for on-line sale via IE Mall;
9. Visitors to the IE Mall platform select products and place an order via IE Mall directly with the Merchant, and make payment directly to the Merchant;
10. Where the visitor selects one or other of the payment systems to make payment for the product in question, payment for the products is made to the Merchant in the first instance by the Supplier, (less its payment service fee), and it then gets reimbursed by Alipay, WechatPay, UnionPay, POLiPay or the Credit card institution as is applicable.
11. The Merchant then dispatches at its own cost the products ordered and paid for by the visitor as directed by the visitor;
12. All risks and responsibilities in relation to ordering, payment and delivery of products from the Merchant to the visitor shall be addressed and borne solely by the Merchant, and the Supplier is not be liable to either the Merchant or the visitor in any manner.

SCHEDULE 2

SERVICE FEE AND SETTLEMENT

1. Service Fee

- (a) The applicable monthly service fee rate will zero.
- (d) The zero service fee does not include the provision of any integrated payment service, (the transaction fee), (Alipay, WechatPay, UnionPay, POLiPay and Credit cards), which must be separately contracted with the Supplier and paid for separately to the Supplier.

2. Supplier Services

- (a) The Supplier shall provide the Merchant access to a dedicated site on its IE Mall platform where it can display and advertise its products for on-line sale via IE Mall.
- (b) The Supplier shall provide five by eight (5 X 8) technical support by telephone and/ or email. The manner of such support is as per Appendix 2.
- (c) The Supplier shall maintain the IE Mall platform.

3. The Supplier's liability

- (a) The Supplier shall only supply access to the Supplier's IE Mall platform. All risks and responsibilities in relation to ordering, payment and delivery of products from the Merchant to the visitor shall be addressed and borne solely by the Merchant.
- (b) The Merchant shall not be entitled to use an agent or agents to assist it with the ordering, payment, distribution and delivery of products from the Merchant unless it signs a separate merchant agreement and pays the service fee for this option, (for example the Daigou license option).
- (c) The parties agree that any such agent is solely the agent of the Merchant.
- (d) The Supplier shall in no way be responsible for the payment of any agency or other fees that may arise between the Merchant and any agent.
- (e) The Supplier guarantees Merchants that their online shop availability time will be higher than 99.5%, i.e. that equals daily downtime of less than 7 minute and 12 seconds, weekly downtime of less than 50 minutes and 24 seconds, monthly downtime less than 3 hours 39 minutes and 8 seconds and yearly downtime less than 1day 19 hours 49 minutes 45 seconds. This excludes any PRC internet auditing blockages, for which the Supplier shall not be responsible in any way.
- (f) If downtime exceeds the limits in (e) above, the Supplier will only compensate the Merchant by way of an allocation of time. For example, where there is say 1 day and 3 hours downtime in any month, the Supplier will provide the Merchant with an extra 2 hours and 15 minutes during the next month.

- (g) The parties agree that there will be no compensation in money or refund of any payment for downtimes that exceed the limits in (e) above or for any permanent downtime that may occur, and neither shall the Supplier be liable for damages of any sort arising from a loss of profits or any other source resulting from any downtimes whether temporary or permanent. In additions, the Supplier shall not be responsible to the Merchant for any loss of data belonging to either the Supplier or the Merchant.
- (h) In the event of a permanent downtime, ie a permanent blockage of the IE Mall facility, there will not be any compensation by way of an allocation of time.

SCHEDULE 3

TERMS AND CONDITIONS OF AGREEMENT

1. Definitions and Interpretation

- (a) The following definitions apply in this Agreement unless inconsistent with the context or otherwise specified:

"Agreement" means this agreement and the Schedules and appendices hereto as may be amended from time to time;

"Affiliate" means:

- (i) a director, officer, partner, member, manager, executor or trustee of such person; and
- (ii) any person directly or indirectly controlling, controlled by, or under common control with that person. For purposes of this definition, "control," "controlling," and "controlled" mean having the right to elect a majority of the board of directors or other comparable body responsible for management and direction of a person by contract, by virtue of share ownership or otherwise; and
- (iii) a "Related Company" as that term is defined by section 2(3) of the Companies Act 1993;

"Business Day" means a day on which registered banks are open for general banking business, other than a Saturday, Sunday or statutory holiday, in Auckland, New Zealand or the People's Republic of China ("PRC");

"Commencement Date" means the date or dates on which the Merchant logs on and accesses the IE Mall platform clicks the IE Mall button, "I Agree", or a similar button;

"Five by eight" (5 X 8) technical support means technical support for 8 hours a day (10:00 am to 6 pm) on a business day.

"GST" means goods and services tax under the Goods and Services Tax Act 1985 (as amended);

"IE Mall" means the IE Mall website service at iemall.co.nz and nzmai.com.cn;

"IE Mall Account" means an account allocated to an IE Mall Merchant by IE Mall's software system upon completion of registration at IE Mall's designated website located at iemall.co.nz and/or nzmai.com.cn. Each IE Mall Account is for payment and collection between the supplier and the applicable IE Mall Merchant;

"IE Mall's Platform" means the e Commerce shop system developed by IE Mall;

"IE Mall Merchant" means the Merchant who has completed IE Mall's member registration process for the purpose of opening an IE Mall account or in the case of a free service, the Merchant who logs onto and accesses the IE Mall Platform and clicks the IE Mall button, "I Agree", or a similar button;

"Intellectual Property" means any (i) copyright, patent, know-how, domain names, trademarks, trade names, service marks, brand names, corporate names, logos and designs (whether registered or unregistered) and all goodwill associated therewith; (ii) applications for registration and the right to apply for registration for any of the same; and (iii) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world (including its application programming interfaces);

"Merchant's Platform" means the platform to which the IE Mall Service is accessed by the Merchant;

"Parties" means the Supplier and the Merchant who have signed this Agreement;

"Payment system" means the payment system offered separately by the Supplier and may include Alipay, WechatPay, UnionPay, POLiPay and Credit card payments

"Product" means any and all tangible goods, products and/or services and/or items that the Merchant makes available for sale to any person on the Merchant's Platform;

"Service Fee" has the meaning set out in **Schedule 2**;

"Services" means the services set out in **Schedules 1 and 2**;

"Supplier Platform" means the payment processing platform developed by the Supplier;

"Tax" means all governmental, federal, state, provincial, territorial, county, municipal, local or foreign taxes, including but not limited to sales, GST, use, license, excise, good and services, value added, stamp or transfer taxes, duties, imposts, levies, assessments, tariffs, fees, charges or withholdings of any nature whatsoever levied, imposed, assessed or collected by a taxation authority together with all interest, penalties, fines or other additional amounts imposed in respect thereof;

"Transaction Fee" means the fee payable by the Merchant to the Supplier for the provision of the Alipay, WechatPay, UnionPay, POLiPay and/or Credit Card service as the case may be.

(b) General provisions of interpretation – In the construction and interpretation of this Agreement unless inconsistent with the context or otherwise specified:

- (i) references to Background, clauses and Schedules and Appendices are references to background, clauses and schedules and appendices of this Agreement;
- (b) references to statutes or statutory provisions include those statutes or statutory provisions as amended, extended, consolidated, re-enacted or replaced from time to time and any orders, regulations, instruments or other subordinated legislation made under them (except to the extent that any amendment enacted after the date of this Agreement would increase or extend the liability of either party);

- (c) words importing the singular number include the plural and vice versa, references to any gender include every gender and references to persons include corporations and unincorporated bodies of persons, government or semi-government bodies or agencies or political subdivisions of them;
- (d) headings are inserted for convenience only and do not affect the interpretation of this Agreement;
- (e) references to "NZD", "dollars" and "\$" are references to New Zealand dollars unless expressly stated otherwise;
- (f) references to "written" and "in writing" include any means of permanent visible representation;
- (g) references to time are to New Zealand time; and

references to any document include all modifications and replacement documents from time to time.

2. Services

- (a) The Supplier will provide the Merchant certain Services as described in **Schedules 1 and 2** of this Agreement. The Parties shall perform and comply with their respective responsibilities set forth in this Agreement.
- (b) As a pre-requisite to the supply of the Services by the Supplier under this Agreement, the Merchant must provide the Supplier with:
 - (i) a briefing of the Merchant's basic business operations;
 - (ii) the Merchant's business email address (but not individual email addresses);
- (c) The Merchant grants permission and authorization to the Supplier and its Affiliates and representatives to verify, receive, exchange and obtain business credit and other information in relation to the Merchant on an on-going basis as a continuing obligation herein and for due diligence purposes (including the circumstance of any renewal of this Agreement).
- (d) While this Agreement continues and subject to these **Schedule 3** terms and conditions, the Supplier shall supply, and the Merchant shall purchase the Services.
- (e) The Merchant shall use the Services supplied under this Agreement solely for the purpose of the display and sale of its products to IE Mall visitors.

3. Merchant Obligations

- (a) The Merchant agrees to provide the Supplier with a copy of the Merchant's valid and effective business license and certificate of incorporation (if applicable) and relevant background information upon the Supplier's reasonable request.
- (b) The Merchant warrants, represents and certifies that all information contained in this Agreement supplied by the Merchant and any other documentation submitted in

support of this Agreement (including, among others, a copy of the Merchant business license and certificate of incorporation (if applicable)), are complete, true and correct.

- (c) The Merchant shall ensure that the logo of "IE Mall" shall be displayed in parity with all other forms of payment supported by the Merchant on the Merchant's Platform where forms of payment are featured for the purchase of good and/or services.
- (d) The Merchant shall ensure that IE Mall is identified as prominently as other payment forms via physical placement on Merchant's Platform.
- (e) The Merchant agrees to grant to IE Mall a non-exclusive, non-transferable, royalty-free license to use, reproduce, publish, distribute and transmit any marketing materials, proprietary indicia or other similar items containing the Merchant's Intellectual Property necessary for IE Mall to perform its obligations in respect of the Services and the IE Mall Services, including referring to the name of the Supplier and /or Merchant in the public announcement as one of the partners using IE Mall Services.
- (f) The Merchant shall be solely liable for the complaints, goods rejections, and disputes arising out of the illegal, false, outdated or incomplete transaction information contained on the Merchant's Platform and defects and poor quality of products.
- (g) The Merchant shall not charge the IE Mall visitors any fee for using the IE Mall Services or Supplier Services (other than the purchase price of the products).
- (h) It is a prerequisite to this Agreement that the Merchant be a party to the Supplier's "*Merchant Agreement Relating to Payments*" agreement, and in terms whereof the Supplier supplies the Merchant with a payment service, which may include Alipay, WechatPay, UnionPay, POLiPay and Credit card payments, and the Merchant pays the applicable transaction rate for such services.
- (i) The transaction rate applicable to the Alipay, WechatPay, UnionPay, POLiPay and/or Credit card payment services is set out in Appendix 2 below, and the level of which depends on the service option selected in Appendix 2.
- (j) The transaction rate applicable shall not affect any existing transaction rate that may apply to any offline payment services provided by Alipay, WechatPay, UnionPay, POLiPay and Credit card payments and already agreed to.
- (k) The Merchant shall not supply any product appearing on Appendix 1 below.

4. Payments and Billings

In consideration for the Supplier providing the Services to the Merchant in accordance with the terms of this Agreement, the Merchant will pay the Supplier **service fees (if any)** as set forth in **Schedule 2**. The Supplier reserves the right to adjust such fees upon thirty (30) days prior written notice.

5. Representations and Warranties

Each Party makes the following representations and warranties to the other Party, and acknowledges that such other Party is relying on these representations and warranties in entering into this Agreement:

- (i) The Party:

- (A) is an independent corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation;
 - (B) is properly registered to do business in all jurisdictions in which it carries on business;
 - (C) has all licenses, regulatory approvals, permits and powers legally required to conduct its business in each jurisdiction in which it carries on business;
 - (D) has the corporate power, authority and legal right to execute, deliver and perform this Agreement and to carry out the transactions and its obligations contemplated herein; and
 - (E) is entering into this Agreement in its own capacity for its own account and is not acting as a nominee or agent of any other third party.
- (ii) This Agreement has been duly executed and delivered by the Party and constitutes the valid and binding obligation of the Party, enforceable in accordance with its terms. Except as otherwise stated in this Agreement, no approval or consent of any person or government department or agency is legally or contractually required to be obtained by the Party in order to enter into this Agreement and perform its obligations.
 - (iii) Neither the execution and delivery of this Agreement nor the consummation by the Party of the transactions contemplated herein will (i) conflict with its constitution (or similar corporate document under applicable laws) of the Party or (ii) violate any judgment, decree or order or statute, rule or regulation applicable to the Party.
 - (iv) There is no litigation, proceeding or investigation of any nature pending or, to the Party's knowledge, threatened against or affecting the Party or any of its Affiliates, which would reasonably be expected to have a material adverse effect on its ability to perform its obligations under this Agreement.
 - (v) Each Party will comply with laws applicable to the operation of its business and provision of Services under this Agreement.

6. Compliance with Law

- (a) In order for the Supplier to satisfy its obligations and to comply with the relevant requirements under applicable laws and regulations, the Merchant shall, upon reasonable request by the Supplier, share information (including transaction information) with the Supplier from time to time. The Merchant authorizes the Supplier to present the relevant information to regulatory authorities and cooperative banks for examination and verification as necessary.
- (b) In accordance with its anti-money laundering, anti-fraud, and other compliance policies and practices, the Supplier may impose reasonable limitations and controls on the Merchant's ability to utilize the Supplier's Service. Such limitations may include but are not limited to, where good cause exists, restricting particular persons from using the Supplier's Services.

7. Disclaimer

To the extent permitted by law, the supplier makes no warranty to neither the merchant nor iEMall users, express or implied, with respect to the supplier's services, whether of merchantability, or of fitness for any particular purpose, or of any other type or kind whatsoever.

8. Indemnification

Each Party shall indemnify the other Party from and against all actions, claims, demands, liabilities, obligations, losses, costs (including, but not limited to legal fees, expenses and penalties) and interest which is not special, incidental, consequential or indirect, suffered, incurred or sustained by, or threatened against the indemnified Party arising out of any breach or violation of this Agreement, or any willful neglect, fraud or dishonesty by either Party or any of its employees or agents. The Merchant will be responsible for any breach or violation of this Agreement by the Merchant or IE Mall Users or any of its employees or agents and indemnifies the Supplier in full in such case as set forth under this section.

9. Limitation of Liability

The parties agree that there will be no compensation in money or refund of any payment for downtimes that exceed the limits in 3 (e) of Schedule above, and neither shall the Supplier be liable for damages of any sort arising from a loss of profits or any other source.

No action regardless of form may be brought by the Merchant against the Supplier and or its Affiliates more than one year after the cause of action has arisen.

10. Tax

All Taxes arising from the implementation hereof shall be the for account of and the liability of the respective Party according to the prevailing taxation provisions, unless agreed otherwise in writing by the Parties. Notwithstanding anything else contained herein, all amounts payable by the Merchant to the Supplier under this Agreement shall be free of withholding on account of any Taxes imposed by the relevant taxation authority of the applicable jurisdictions which the Merchant is subject to.

11. Confidential Information

Each Party acknowledges that the Confidential Information of the other is valuable to it and agrees to treat as confidential all Confidential Information received from the other Party regarding the Supplier's Services. Neither Party shall disclose such information except to perform its obligations under this Agreement or as required by law or regulations, and in the event such disclosure is required by law, the disclosing Party shall give the other Party prior notice of such disclosure except that a Party does not need to provide such notice where such Party is prohibited by applicable law from providing such notice. Upon termination of this Agreement and the written request of the other Party, each Party shall promptly return or destroy all tangible material embodying Confidential Information of the other.

“Confidential Information” means all nonpublic, proprietary or other confidential information, whether in oral, written or other form, including but not limited to: the content and performance of this Agreement, business plans, capitalization tables, budgets, financial statements; costs, prices, and marketing plans, contracts and licenses, employee, customer, supplier, shareholder, partner or investor lists, technology, know-how, business processes, trade secrets and business models, notes, sketches, flow charts, formulas, blueprints, and elements thereof, and source code, object code, graphical design, user interfaces and other intellectual property, including that of any customer, supplier or other third party (including the interface

technologies, security protocol and certificate to any other website or enterprise provided by the Supplier) .

12. Publicity

Neither Party shall issue any press release or make any public announcement pertaining to this Agreement without the prior written consent of the other Party unless required by applicable laws binding the Party. However, the preceding limitation shall not be interpreted to prevent the Supplier from making statements about the Supplier's aggregate business or about the Supplier's Service in general in or outside of the jurisdiction where the Merchant locates.

13. Notice

Other than business correspondence in relation to the ordinary operation of the Supplier's Service, notices shall be addressed to Level 13 Tower One, 205 Queen St via the Merchant's PID email address only). All notices and other communications required or permitted between the Parties under this Agreement (including changing any terms of this Agreement) will be in writing and shall be sent by express courier or facsimile to the contact details as provided by the Parties. Notice shall be effective upon receipt. A rebuttable presumption of receipt will be created:

- (i) if notice is sent by express courier, by the courier's recording delivery, and
- (ii) if notice is sent by facsimile machine, by the sending Party's possession of a confirmation of successful transmission.
- (iii) Notice given in any other manner will be rebuttably presumed not to have been given unless acknowledged in writing by the Party receiving the notice.
- (iv) Unless otherwise by sending a notice in accordance with this paragraph, all notices to the Merchant and Supplier shall be addressed as specified in the Merchant Information section or Supplier Information section of this Agreement (as applicable).
- (v) For the avoidance of doubt, except as expressly written in this Agreement, emails, including emails with electronic signature blocks containing the sender's name, do not constitute signed written agreements and will not amend this Agreement.

14. Term and Termination

- (i) This Agreement will continue indefinitely until terminated with a 30-day written notice by either party.
- (ii) Notwithstanding any other provision of this Agreement to the contrary, the Supplier may terminate this Agreement immediately, if the Supplier determines, in its sole discretion, that compliance with this Agreement would cause the Supplier or any of its Affiliates to violate or potentially violate any law, contract or compliance policy of the Supplier or any of its Affiliates. The Supplier may terminate or suspend the Supplier's Services without notice to the Merchant if the Supplier reasonably suspects that the Merchant has breached or defaulted under any term of this Agreement.

15. Force Majeure

Neither Party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including but not limited to, a Force Majeure Event. However, a Force Majeure Event will not excuse a Party's

failure to pay any outstanding amounts. A “**Force Majeure Event**” means an event that is not foreseeable, the consequence of which cannot be prevented or avoided and beyond the reasonable control of the affected Party other than due to its fault or negligence, which includes, without limitation to, acts of god, fire, computer virus, defect in design of instrumental software, attack by hacker, change in laws or policies, major outages of a telecommunication carrier’s network connections, interface incidents of partner banks and financial institutions, gateway incidents of mobile carriers, unexpected incidents resulting from changes in Users’ systems, unexpectedly large increases in traffic volume as a direct result of any orders of a governmental authority, and governmental authority intervention that results in the seizure or confiscation of Party’s systems, in each case to the extent used in or necessary for the provision of the services and only to the extent such event(s) are beyond the control of the affected Party and only for as long as such event(s) persist.

16. Governing Law/Dispute Resolution

This Agreement shall be governed by and construed under New Zealand law, without regard to principles of conflict of laws thereunder. If any dispute arises between the parties concerning this Agreement (including its breach, validity or termination), then, except as expressly provided in this Agreement, the Parties shall in good faith endeavour to resolve the dispute by consultation and negotiation between them or by using appropriate dispute resolution techniques, but without prejudice to any other right or entitlement they may have pursuant to this Agreement or otherwise.

If a dispute is not resolved within 10 Business Days of written notice by one Party to the other of the dispute (or such further period agreed in writing between them), either Party may refer the dispute to the arbitration of a single arbitrator. The arbitrator shall be agreed between the parties within 10 Business Days of written notice of referral by the referring Party to the other or, failing agreement, shall be appointed by the President for the time being of the New Zealand Law Society. In either case, the arbitrator shall not be a person who has participated in any informal dispute resolution procedure in respect of the dispute. Other than as provided in this clause, the arbitration shall be conducted in accordance with the provisions of the Arbitration Act 1996 and the parties expressly include the provisions of the Second Schedule of that Act and reserve the right of appeal to the High Court on any question of law arising out of an award. The arbitrator's costs of the arbitration shall be shared equally between the Parties.

17. Costs and Expenses

Except as expressly set forth in this Agreement, each Party shall be solely responsible for all costs and expenses incurred by it in connection with providing or receiving the Supplier Services.

18. Entire Agreement

This Agreement and all schedules and appendices hereto and thereto, is the entire agreement between the Parties with respect to the subject matter and supersedes any previous agreements and understandings.

The Supplier may amend or vary this Agreement from time to time by giving notice in writing to the Merchant of such amendment or variation.

Except as otherwise expressly written in this Agreement, this Agreement can be changed only by a written agreement signed by all Parties. Emails, including emails with electronic signature blocks containing the sender’s name, do not constitute signed written agreements and will not amend this Agreement.

19. Assignment

Except as set out in this Agreement, this Agreement and the rights and obligations of any Party to this Agreement may not be assigned, transferred, subcontracted or delegated by operation of law or otherwise.

20. No Implied Waiver

The waiver by either Party of a breach or default of any provision of this Agreement by the other Party, or the failure on the part of either Party to exercise any right or privilege hereunder, shall not be construed as a waiver of any subsequent breach or default by the other Party, or as a waiver of any such provision, right, or privilege hereunder.

21. Relationship

Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, agency, fiduciary or employment relationship among or between any of the Parties.

22. Severability

If any provision of this Agreement is not enforceable, the remaining provisions remain valid and enforceable.

23. Participation of Supplier's Affiliates

The Supplier may delegate the satisfaction of its obligations under this Agreement to any of its Affiliates, provided that the Supplier remains responsible to the Merchant for the performance of its obligations under the Agreement.

24. General

- (a) Nothing in this Agreement shall create, or be deemed to create, a partnership between the parties.
- (b) This Agreement may be executed in any number of counterparts and all the counterparts when taken together will constitute one agreement. Each party may enter into this Agreement by executing a counterpart. The parties acknowledge that this Agreement may be executed by an exchange of facsimile and/or scanned and emailed PDF copies and execution of this Agreement by that means is valid and sufficient execution.

APPENDIX 1

PROHIBITED AND RESTRICTED PRODUCT LIST

Illegal political audio-visual products and publications
Illegal reactionary cards and program channels
State secret documentations and information, etc.
Other reactionary articles and speeches, etc.
Pornographic and vulgar audio-visual products/publications
Pornographic and vulgar erotic services
Pornographic and vulgar cards and program channels
Other pornographic and vulgar articles or services
Gambling tools
Private lottery
Gambling/gaming service
Drugs
Drug-taking tools
All kinds of weapons (including military weapons/firearms and accessories), simulation weapons, ammunitions and explosive
Controlled instruments
Crime articles
Poisonous articles and hazardous chemicals
Narcotics and psychotropic drugs

Toxic drugs
Fetal gender diagnosis
Adult drugs (aphrodisiac)
Credit speculation service (including speculation of Taobao credit rating)
Credit card cashing service
Foreign-related matchmaking service
Hacking-related
Malware
Other software services which jeopardise Alibaba and the subsidiaries of Alibaba
Certificate issuing and stamp carving
Crowd funding websites
High-risk services
ID card information and other information which infringes others' privacy
Spying instruments
Other personal privacy-harming articles or services
Pyramid selling
Lottery ticket
Gold futures
Counterfeit currency
Bank account transaction (bank cards)

Stock
Fund
Insurance
Insurance platform
Periodical investment of gold
Bank financial products
Cashback services
Single-purpose prepaid cards
Securities
Illegal fund-raising
Foreign exchange services
Virtual currency in foreign accounts
Receipts (invoices)
Bitcoin, Litecoin, YBcoin and other virtual currency transactions
MCard, etc.
Satellite antenna, etc.
Archaeological and cultural relics
Items and services in violation of relevant state regulations
Poor quality (fake) food
Tobacco

Fireworks and firecrackers
Crude oil
Charity
Human organs
Surrogacy services
Examination services
National protected animals
National protected plants
Smuggled articles
Special provisions for specific periods of time (e.g. the Olympic Games)
Medical devices
Drugs
Contact lens
Auction
Pawn
Payment institutions
Circulating RMB
Foreign currency
Cultural relics
Video chatting services

Religious websites
Online cemetery and worshipping and other services
Computer privacy information monitoring
Lucky draw
Any animals, plants or products which contain dangerous germs, pests or any other living creature
Any products, medicine or any other article which originate from epidemic area of infectious disease which causes threat to health of human beings or animals

APPENDIX 2

THE FREE SERVICE PLAN AND PACKAGE

Monthly service fee	Service description
● Free	<ul style="list-style-type: none">• Up to 500 displayed products• 1.50% transaction fee(wechat Pay/Alipay/PoliPay)• T+1 fund settlement• Next day email support• No Wechat official account required• No marketing promotion

Note that the transaction fee rate above applies only to Alipay, WechatPay, UnionPay, POLiPay and/or Credit Card payments used for the purchase of IE Mall products and is payable by the Merchant to the Supplier.