

**MERCHANT SERVICES AGREEMENT**

**[LEGAL NAME OF MERCHANT – AND OTHERS]**

**AND**

**[CITCON USA LLC]**

**[CITCON CANADA CORPORATION]**

**[CITCON UK LIMITED]**

**[CITCON TECHNOLOGY AUSTRALIA PYT LTD]**

**[HANGZHOU SHENGKANG NETWORK CO. LTD]**

THIS AGREEMENT is made on the latest date set forth below the Parties' signatures hereto ("Effective Date").

## BETWEEN

[MERCHANT LEGAL NAME], a [STATE] [company] ("Merchant"),

[For multiple Merchants where each Merchant will sign on its own behalf: THE PERSONS LISTED IN SCHEDULE 6, each of whom enters into this Agreement individually (and each of whom is a "Merchant"); and]

AND

[CITCON USA LLC, a California limited liability company ("Citcon")]

[CITCON CANADA CORPORATION, a BC company ("Citcon")]

[CITCON UK LIMITED, a UK private limited company ("Citcon")]

[CITCON TECHNOLOGY AUSTRALIA PYT LTD, an Australian private company ("Citcon")]

[HANGZHOU SHENGLANG NETWORK CO. LTD, a Chinese limited liability company ("Citcon")]

Each shall be referred to as a "Party" and together the "Parties".

## RECITALS

Merchant wishes to obtain certain services from Citcon and Citcon is willing to provide such services pursuant to the terms of this Agreement.

Citcon, either directly or through its Affiliates, is the supplier of varied services for transactions in which (i) a Buyer purchased goods or services from Merchant, and (ii) Merchant remits funds to Funds Recipients.

## THE PARTIES AGREE AS FOLLOWS:

1. **Definitions.** Except as otherwise specified in this Agreement and all Schedules, exhibits and appendixes hereto, capitalized terms shall have the following meanings:
  - a. "**Affiliate**" means any entity Controlling, Controlled by, or under common Control with a Party.
  - b. "**Agreement**" means these terms and conditions, the Citcon Privacy Policy, the Citcon RPBC, and any and all Schedules, exhibits and appendixes hereto, as they may be amended from time to time.
  - c. "**Alternative Payment Method**" means the payment methods identified in the Pricing Schedule which can be used by Merchant as an alternative to Transactions via credit, debit, charge, purchase or other card payment method.
  - d. "**Application Form**" means the form completed by Merchant for the establishment of a Merchant Account and receipt of Services under this Agreement.
  - e. "**Authorization**" means Citcon's provision to Merchant at the time of the Transaction of confirmation from the relevant Card Issuer as to whether the Card used to pay for the

Transaction has sufficient funds available for the relevant Transaction and has not been blocked for any reason or listed as lost, stolen or as having had its security compromised.

- f. “**Business Day**” means any day other than a Saturday or Sunday, or on a day which banks are open for normal business in (i) the [United States] [Canada] [United Kingdom] [Australia] [China] or (ii) the local jurisdiction of any Payment Processing Partner to the extent relevant to a Transaction; or if stated differently in respect of a specific Service, as set out in the Schedule applicable to that Service.
- g. “**Buyer**” means a person who has ordered goods and/or services from Merchant and who has initiated a Transaction in respect of that order.
- h. “**Card**” means a credit, debit, charge, purchase or other card payment method issued by a Card Issuer whose payments Citcon is able to process under a Card Network.
- i. “**Cardholder**” means the authorized user of a Card.
- j. “**Card Issuer**” means an organization which issues a Card to a Cardholder.
- k. “**Card Network**” means Visa, Inc., Mastercard International, Inc., and any other payment networks as those may be supported by Citcon from time to time.
- l. “**Citcon Privacy Policy**” means the Citcon Privacy Policy located at <https://citcon.com/privacy-policy/>.
- m. “**Citcon RPBC**” means Citcon’s Restricted and Prohibited Business Categories policy located at <https://citcon.com/wp-content/uploads/2022/04/Restricted-and-Prohibited-Business-Categories.pdf>.
- n. “**Claim**” means any third-party claim, suit, demand, loss, liability, damage, action, or proceeding.
- o. “**Confidential Information**” means any information or materials disclosed by one Party to the other Party that: (i) if disclosed in writing or in the form of tangible materials, is or was marked “confidential” or “proprietary” at the time of such disclosure; (ii) if disclosed orally or by visual presentation, is or was identified as “confidential” or “proprietary” at the time of such disclosure; and/or (iii) due to its nature or the circumstances of its disclosure, a person exercising reasonable business judgment would understand to be confidential or proprietary. The terms of this Agreement shall be considered the Confidential Information of the Parties.
- p. “**Control**” means in respect of a Party, the exercise, or ability to exercise or entitlement to acquire, direct or indirect control over such Party by means of ownership, contract or otherwise. Said definition shall include the derivatives “Controlling” and “Controlled by”.
- q. “**Documentation**” means resources and materials related to the Services that Citcon makes available to Merchant through the current versions of Citcon’s support pages and portals.
- r. “**Effective Date**” means the date first written above.

- s. “**Fees**” means the amounts payable as set out in the Pricing Schedule or otherwise payable to Citcon for any Services provided in connection with this Agreement.
- t. “**Force Majeure Event**” means, in relation to a Party, an event or circumstance beyond the reasonable control of that Party or a permitted subcontractor or agent.
- u. “**Funds Recipient**” means the intended Person of a Funds Remittance Instruction by Merchant.
- v. “**Funds Remittance Instruction**” means a message or instruction (which may be in electronic form), in the prescribed format, containing the information and meeting the other requirements specified by Citcon from time to time, from Merchant to Citcon requesting Citcon to execute an Outward Remittance.
- w. “**Guarantee**” has the meaning set forth in Section 4(c).
- x. “**Ideas**” means Merchant’s submitted comments or ideas about improvements to the Services.
- y. “**Initial Term**” means the period between the Effective Date and the first three-year anniversary of the Effective Date.
- z. “**Insolvent**” means any of the following events: (i) a Party ceases to, or takes steps to cease to, conduct its business in the normal course; (ii) a Party enters into or resolves to enter into any arrangement, composition or compromise with or assignment for the benefit of its creditors or any class of them; (iii) a Party is unable to pay its debts when they are due, or is deemed to be insolvent under Legal Requirement; (iv) a liquidator or provisional liquidator is appointed to the Party or a receiver, receiver and manager, official manager, administrator, trustee or similar official is appointed in respect of the Party or over any of the assets or undertakings of the Party; (v) an application or order is made, or a resolution is passed, for the winding up of a Party; or (vi) anything analogous or having substantially similar effect to any of the above occurs, in any relevant jurisdiction.
- aa. “**Legal Requirement**” means applicable federal, state, and local laws, statutes, and regulations, and all applicable orders, judgments, decisions, rules, policies, opinions, attorney general opinions, or guidelines passed or issued by any Regulatory Authority or any competent court, including Payment Method Rules, Citcon RPBC, Privacy Laws, Sanctions, anti-corruption laws, rules or requirements (as applicable), and all foreign laws regarding the same, relating to this Agreement or otherwise applicable to either of the Parties, as the same may be amended and in effect from time to time.
- bb. “**Merchant Account**” means the account which Merchant establishes with Citcon to receive Services, which is available via Citcon’s online portal or Citcon’s application programming interface.
- cc. “**Merchant Account Data**” means any information provided by Merchant in its application for a Merchant Account, including the Application Form.
- dd. “**Merchant Bank Account**” means an account with a duly authorized credit institution in the applicable territory held in the name of Merchant or a third-party nominated by Merchant (and in

each case as acceptable to Citcon), used to receive Transaction proceeds, to pay Fees and other sums due to Citcon hereunder.

- ee. “**Merchant Data**” means Merchant Account Data and Merchant Transaction Data.
- ff. “**Merchant Transaction Data**” means the details of the activity occurring through the Merchant Account, such as amount, date, time, and recipient for each transaction.
- gg. “**Payment Method**” means a payment method that Citcon accepts as of the date of the Transaction and as listed in the Pricing Schedule.
- hh. “**Payment Method Rules**” means the guidelines, bylaws, rules, and regulations imposed by the Payment Processing Partners and financial institutions that operate Payment Methods supported by Citcon.
- ii. “**Payment Processing Partner**” means a financial institution or other entity that Citcon partners with to process Transactions that are part of the Services, and includes financial institutions processing the transfer of funds between Merchant and Citcon’s banking infrastructure.
- jj. “**PCI-DSS**” means the Payment Card Industry Data Security Standards, as they may be revised from time to time and as then-currently in effect and includes, to the extent applicable, the Payment Application Data Security Standard (PA-DSS).
- kk. “**Person**” means a natural person, partnership, limited liability partnership, corporation, limited liability company, trust, unincorporated association, joint venture, or other entity or any federal, state, or local government, agency, commission, department, or instrumentality.
- ll. “**Personally Identifiable Information**” means (i) nonpublic personal information, personal data or personal information, or similar terms, as such terms are defined under Privacy Laws, (ii) information that alone, or in combination with other information, relates to a specific, identifiable individual or can be used to identify an individual, including a Person’s first and last name or first initial and last name in combination with any one or more of the following data elements, which relates to such individual: (A) Social Security number; (B) driver’s license number or state issued identification card number; (C) bank or financial account number, credit or debit card number, with or without any required security code, access code, personal identification number, or password, that would permit access to an individual’s financial account; (D) tax identification number; (E) salary information; (F) a Buyer’s or Funds Recipient’s name or email address, in combination with a password or security question and answer that would permit access to an online account; (G) individually identifiable information about an individual consumer collected online by an operator from such consumer and maintained by the operator in an accessible form, including either a first and last name, a home or other physical address (including street name and name of a city or town), an e-mail address, a telephone number, or any other identifier that permits the physical or online contacting of a specific individual; (H) information related to an individual Buyer or Funds Recipient, collected from such Buyer or Funds Recipient by a website or online service, which maintains such information in a personally identifiable form, in combination with another identifying data element that relates to such Buyer or Funds Recipient; or (I) information or data collected through the use or operation of an automated license plate recognition system (California only); provided, however, that “Personally Identifiable Information” shall not include information that is lawfully obtained from publicly available information or from federal, state, or local government records lawfully made

available to the general public. For avoidance of doubt, Program Data may be Personally Identifiable Information if such data otherwise satisfies the criteria set out in this definition.

- mm. **“Pooled Account”** has the meaning set forth in Section 2(g).
- nn. **“Pricing Schedule”** means the pricing schedule of this Agreement listing the Fees applicable to the provision of the Services.
- oo. **“Privacy Laws”** means all Legal Requirements concerning privacy, data security, or data protection or Personally Identifiable Information that apply to the Parties and their activities under this Agreement, including all applicable state, federal and international laws.
- pp. **“Program Data”** means Merchant Data and Transaction Data.
- qq. **“Regulatory Authority”** means any governmental, regulatory authority or law enforcement department, court, agency, commission, board, tribunal, crown corporation or other law, rule or regulation making entity that any of the Parties thereof submit to or are subject to the jurisdiction of in respect of this Agreement, and any successor or replacement of any of the foregoing.
- rr. **“Renewal Term”** has the meaning set forth in Section 7(a).
- ss. **“Reserve Balance”** has the meaning set forth in Section 4(b)(i).
- tt. **“Reserve Period”** has the meaning set forth in Section 4(b)(i).
- uu. **“Restricted Territory”** means a region, territory or country subject to Sanctions.
- vv. **“Sanctions”** means any Legal Requirement imposing sanctions, restrictions, or prohibitions on financial transactions or other business dealings that is administered or enforced by the U.S. Government, the United Nations Security Council, and all other relevant international sanctions authority, including any executive orders issued in relation to the imposition of sanctions.
- ww. **“Sanctions Target”** means any Person that is (i) included on any list of designated persons maintained by any Regulatory Authority pursuant to Sanctions, (ii) organized, located or resident in a Restricted Territory, or (iii) otherwise the target of any Sanctions such that a Person is prohibited from dealing with such Person, including as a result of being owned or controlled by any Person or Persons described in the foregoing subsection (i) or (ii).
- xx. **“Security Breach”** means (i) in the case of Merchant, any actual or suspected unauthorized access to, use or disclosure of Merchant Transaction Data, Buyer Transaction Data, or Funds Recipient Transaction Data or Personally Identifiable Information in Merchant’s possession, custody or control (or in the possession, custody or control of any Affiliate, agent or Service Provider of Merchant), except if caused by Citcon or its Affiliates, agents or Service Providers, (ii) in the case of Citcon, any actual or suspected unauthorized access to, use or disclosure of Merchant Transaction Data, Buyer Transaction Data or Funds Recipient Transaction Data, or Personally Identifiable Information in Citcon’s possession, custody or control (or in the possession, custody or control of any Affiliate, agent or Service Provider of Citcon), except if caused by Merchant or its Affiliates, agents or Service Providers, and (iii) in the case of either Party, any actual or suspected security incident of its system or network or data breach that has or could reasonably be expected to impact the confidentiality of Merchant Transaction Data, Buyer

Transaction Data or Funds Recipient Transaction Data, result of theft or fraud, or materially impacts the delivery or receipt of the Services.

- yy. “**Service Provider**” means any third-party, other than an Affiliate of a Party, engaged to provide a service on behalf of a Party in connection with this Agreement, including (i) in the case of Citcon, Payment Processing Partners, and (ii) in the case of Merchant, any technology service providers used to process Transaction instructions as contemplated hereunder.
- zz. “**Services**” means those services offered by Citcon as set out in the Schedules hereto and as may be amended from time to time.
- aaa. “**Taxes**” means any federal, state, local municipal or other government taxes of any kind whatsoever of any jurisdiction whether national or international, or other governmental taxes, duties, levies, fees, excises or tariffs, arising out of or in connection with the transactions contemplated by this Agreement, whether currently existing or hereafter imposed and including any penalties, interest or additions thereto, including (i) any U.S. state or local sales or use taxes or any value added tax or business transfer tax, (ii) any such taxes imposed or assessed after the date this Agreement is terminated, and (iii) any taxes similar to or in the nature of any taxes, duties, levies, fees, excises or tariffs that are described in subsections (i) and (ii) of this definition, excluding in each case, any income tax relating to any fees imposed on either Party, which shall be the financial responsibility of the respective Party.
- bbb. “**Term**” means the Initial Term and all Renewal Terms.
- ccc. “**Transaction**” means any transaction under the Services, as contemplated under this Agreement including any Schedules.
- ddd. “**Transaction Personally Identifiable Information**” means Personally Identifiable Information relating to a specific Transaction and which it is necessary to process in connection with the provision of the Services.
- eee. “**Transaction Data**” means Transaction Personally Identifiable Information and any other data relating to a specific Transaction.

2. Provision of Services. In consideration of the Parties’ obligations hereunder and subject to the terms of this Agreement, Citcon shall provide the Services to Merchant from and after the Effective Date. Citcon is only required to provide the Services in respect of Merchant’s business as set out in the Application Form and only to the extent permitted by Legal Requirements. Merchant must obtain Citcon’s prior written consent before making any change to the goods and/or services sold by Merchant after the Application Form is reviewed by Citcon and for which the Services are being provided.

- a. Acceptable Use. Merchant will not (and will not permit any Buyer, Funds Recipient or other third-party to) use or access the Services, directly or indirectly to: (i) engage in any activity that interferes with, disrupts, damages, or accesses in an unauthorized manner the Services, servers, networks, data, or other properties of Citcon or of its Service Providers, suppliers or licensors; (ii) do or omit to do anything which Citcon reasonably believes to be disreputable, or which is otherwise capable of damaging the reputation or goodwill of Citcon, a Payment Processing Partner, or any applicable Payment Method; (iii) engage in any criminal, fraudulent, or other unlawful activity; (iv) make the Services available to, or use any Services for the benefit of,

anyone other than Merchant or its Buyers and Funds Recipients; (v) sell, resell, license, sublicense, distribute, rent or lease any Services except as explicitly provided for in this Agreement, or transfer any rights granted to Merchant under this Agreement other than as set forth herein; (vi) permit direct or indirect access to or use of any Services in a way that circumvents a contractual usage limit, or work around any of the technical limitations of the Services, or enable functionality that is disabled or prohibited, including imposing an unreasonable or disproportionately large load on the Services, as reasonably determined by Citcon; (vii) access or attempt to access non-public Citcon systems, programs, data, or services; (viii) copy, reproduce, republish, upload, post, transmit, resell, or distribute in any way, any data, content, or any part of the Services or Documentation, except as expressly permitted by Legal Requirements; (ix) act as a service bureau or pass-through agent for the Services with no added value to Merchant; (x) modify, reverse engineer, copy, frame, scrape, rent, lease, loan, sell, distribute, or create derivative works based on the Services, in whole or in part; or (xi) perform or attempt to perform any actions that would interfere with the normal operation of the Services, or affect the use of the Services by Buyers, Funds Recipients or other customers.

- b. Additional Terms. Merchant agrees that it has read, understands, and accepts all of the terms and conditions contained in this Agreement, the Citcon Privacy Policy, and the Citcon RPBC, all of which are incorporated by reference into this Agreement. If any provision contained in this Agreement is in conflict with, or inconsistent with, any provision in any of the foregoing agreements or policies, the related provision contained in this Agreement shall govern and control.
- c. Application Form. In order for Citcon to comply with Legal Requirements, Merchant is required to provide certain information to Citcon as part of its application for a Merchant Account. Merchant represents that it is duly authorized to provide the information requested by Citcon and understands that updates to said information may be requested of Merchant at any time during the Term of this Agreement and at Citcon's sole discretion. Citcon reserves the right to suspend or terminate access to the Services should Merchant not provide the requested information.
- d. Authorization for Transactions. Merchant hereby authorizes Citcon to act as Merchant's agent for the limited purposes of holding, receiving, and disbursing funds on Merchant's behalf in connection with the Transactions. Based on Merchant's authorization, Citcon may generate an electronic funds transfer in order to settle the proceeds of each Transaction that Merchant authorizes, less any applicable Fees. Merchant's authorization will remain in full force and effect until the Merchant Account is closed or terminated and all outstanding Transactions processed. Merchant Transaction Data for the previous twelve (12) months will be available to Merchant in the Merchant Account.

Merchant may only submit instructions for Transactions through the Services that are authorized by Buyers. Merchant is responsible for (i) ensuring that Buyers have authorized the Transactions, (ii) determining Buyer eligibility to purchase Merchant's products and services, and or Funds Recipients to receive the funds, and (iii) using the Services in accordance with this Agreement and Legal Requirements. Citcon may refuse, limit, condition, or suspend any Transactions or portion of the Services that Citcon believes: (A) may violate this Agreement, any Legal Requirement, or other agreements Merchant may have with Citcon; or (B) expose Merchant, Citcon, or others to risks unacceptable to Citcon. If Citcon suspects or knows that Merchant is using or has used the Services for purposes contrary to the terms of this Agreement or Legal Requirements, Citcon may share any information related to such activity with the appropriate

financial institution, Regulatory Authority, or law enforcement agency consistent with Citcon's legal obligations. Merchant therefore acknowledges and agrees that (I) Citcon is not required to execute any Transaction or provide any Service to Merchant under this Agreement that Citcon considers, in its sole discretion, would breach any Legal Requirement, (II) Citcon's processing of a Transaction, and Citcon's subsequent receipt of funds, in connection with a Transaction on Merchant's behalf, satisfies a Buyer's obligations to make payment to Merchant, and (III) Merchant is solely responsible for customer service relating to the goods or services sold to Buyers.

- e. Dormancy. If Merchant fails to (i) process payments through the Merchant Account for a period of six (6) months or (ii) continuously verify the Merchant Bank Account, the Merchant Account may be deemed dormant and Citcon will (A) close the Merchant Account and (B) provide Merchant with notice and instructions on how to obtain remaining funds, if any. Any remaining funds may be deemed unclaimed or abandoned property if Merchant doesn't initiate the redemption of the outstanding amount within a certain period of time under Legal Requirements.
- f. Merchant Bank Account. Merchant will establish and maintain (or where applicable procure the establishment and maintenance of) a direct debit mandate or equivalent authorizing Citcon or its designee to (i) periodically debit from the Merchant Bank Account all Fees and other sums that become due and payable by Merchant to Citcon under, or in connection with, this Agreement, and (ii) credit all proceeds from Transactions. Merchant waives any prior notice requirements for Citcon to provide Merchant with notice of a debit for amounts owed to Citcon or amounts used to credit or transfer funds to the Merchant Bank Account, and provides this direct debit mandate or equivalent in accordance with Legal Requirements. Merchant will ensure that the Merchant Bank Account at all times has a credit balance sufficient to meet any sums due and payable to Citcon hereunder. Merchant shall not make any change to such direct debit mandate without Citcon's prior written consent. If Citcon is unable to debit or credit the Merchant Bank Account as may be required pursuant to this Agreement, the Merchant Bank Account may be de-linked from your Merchant Account and Citcon may suspend access to Services until such time as Merchant is able to establish a new Merchant Bank Account.
- g. Pooled Accounts. Prior to settlement of proceeds from the Transactions, funds to be settled may be co-mingled and held with other merchants' funds in one or more pooled accounts maintained by Citcon at one or more financial institutions, on Merchant's behalf and for the benefit of other merchants and subject to said financial institutions' insurance limits ("**Pooled Account**"). Citcon has the sole discretion over the establishment and maintenance of such Pooled Account, and Merchant will not receive interest or any other earnings on any funds that Citcon handles on Merchant's behalf, including the funds held in a Pooled Account.

### 3. Service Adjustments and Agreement Modifications.

- a. Citcon will use commercially reasonable efforts to make the Services available to Merchant, Buyers and Funds Recipients pursuant to the terms of this Agreement. Except as otherwise provided in this Agreement, Citcon does not make any representation or warranty as to the quality, suitability or adequacy of the Services for any purpose or use.
- b. From time to time, Citcon may make changes to the Services which are necessary to comply with any Legal Requirement or which do not materially affect the nature or quality of the Services. Such changes shall come into effect upon notice to Merchant. If such changes lead to

a material change in software, interfaces or operating procedures affecting Merchant, Citcon will notify Merchant as soon as reasonably practicable prior to their implementation.

- c. Citcon may modify the provisions of this Agreement from time to time by giving Merchant at least one (1) month's prior written notice if (i) there is a change to Legal Requirement that affects the Services but only to the extent required to comply with such change; or (ii) in respect of any line item of pricing contained in the Pricing Schedule. Upon receiving Citcon's notice, Merchant will be entitled to terminate this Agreement immediately by providing written notice to Citcon, provided that Merchant's notice is served upon Citcon within one (1) month of the date of the notice of modification. Otherwise, Merchant will be deemed to have accepted any such modification with effect from the date one (1) month from the notice of modification. For the avoidance of doubt, Citcon may make updates to the Services, which may require Merchant action to use the new or updated Services, including, but not limited to, Merchant's acceptance of additional terms. In such instances of updates to the Services, Merchant shall not have the right to terminate this Agreement.
- d. Notwithstanding anything to the contrary herein, Citcon will not be required to perform any Services if (i) directed to suspend performance of all or part of the Services at the direction of a Regulatory Authority, Card Network, or Payment Processing Partner, or (ii) as a result of any change in applicable Legal Requirements following the Effective Date, the performance of such Services would be a violation of any applicable Legal Requirements. Each of the Parties will promptly notify the other Party in writing if it becomes aware of any changes as contemplated by this Section 3(d), and the Parties shall promptly confer, in good faith, on what action may be taken to minimize the impact on both Parties. Subject to compliance with this Section 3(d), neither Party shall be liable for the nonperformance or delay in performance of its obligations under this Agreement to the extent such failure is due to a change contemplated in this Section 3(d).

4. Set Off; Reserve Balance; Guarantee.

a. Set Off.

- i. Citcon may and is authorized, without prior notice and both before and after demand, to set off the whole or any part of Merchant's liabilities or other amounts payable to Citcon, whether such amounts are present or future, actual or contingent, or liquidated or unliquidated, against any sums held by Citcon and owed to Merchant, whether under this Agreement or any other agreement between Citcon and Merchant.
- ii. For the purpose of exercising its rights under this Section 4(a): (A) Citcon is entitled to convert and/or exchange, any currency and is authorized to effect any such conversions at the then prevailing exchange rate; and (B) if Merchant's liability is contingent and/or unliquidated, then Citcon may set off the amount it estimates in good faith will be the liquidated amount.
- iii. Merchant is not entitled to set off any of Citcon's liabilities under this Agreement against any liability owed by it to Citcon (or any of them).

iv. Any exercise of any of Citcon's rights under this Section 4(a) shall be without prejudice, and are specifically in addition to, any other rights and remedies available to it under this Agreement or otherwise.

b. Reserve Balance.

i. Merchant may be required, as specified in the Pricing Schedule, to deposit a corresponding reserve amount into the Merchant Account or into another account designated by Citcon prior to any live production Transaction being processed hereunder ("**Reserve Balance**"). Citcon reserves the right to modify the Reserve Balance any time during the Term, including to include a rolling reserve. Funds held as part of the Reserve Balance shall remain in place for up to twelve (12) months following the date of termination of this Agreement (the "**Reserve Period**"). Merchant agrees that (A) it is not entitled to any interest on the funds credited in the Reserve Balance, and (B) it has no right to direct that account.

ii. Merchant agrees that until the expiration of the Reserve Period:

(A) Merchant may not, without Citcon's prior written consent, withdraw, transfer, mortgage, charge, assign or otherwise encumber or declare a trust in respect of the Reserve Balance, unless expressly permitted pursuant to the terms of this Agreement; and

(B) other than as contemplated in this Agreement, Merchant acknowledges that its rights under the Reserve Balance are personal to it and any purported dealing by Merchant in relation to the Reserve Balance (including by way of assignment, transfer, mortgage, charge, security interest, declaration of trust or otherwise) will not be effective to give anybody other than Merchant any interest in that account as against Citcon.

c. Guarantee. Citcon may exercise its rights under this Section 4 either to require additional security, including a guarantee, indemnity, cash reserve or other security, or to require the replacement of a previous security which has been withdrawn or which Citcon, for any reason, requires to be replaced ("**Guarantee**"). Without prejudice to any other provision of this Agreement, Merchant's failure to comply with any requirement made under this Section 4 strictly in accordance with the relevant time limits shall constitute a material breach of this Agreement, allowing grounds for immediate termination by Citcon without notice.

5. Fees and Taxes.

a. Fees. In consideration for the Services provided hereunder and under any Schedule, Citcon shall collect Fees due from Merchant by either, at Citcon's sole discretion, (i) netting against the proceeds of Transactions, (ii) debiting the Merchant Bank Account or Reserve Account, or (iii) exercising any other legal rights and remedies Citcon may have under Legal Requirements. Should Merchant dispute payment to, or collection by, Citcon of any Fees, Merchant must provide written notice of such dispute within forty-five (45) days after the amounts are collected by Citcon. Late and undisputed payments may bear interest at a rate per annum equal to two percent (2%) or the maximum permitted by Legal Requirements.

b. Taxes. The amounts payable to Citcon are exclusive of Taxes assessed in respect of the Services or the associated amounts due to Citcon. Merchant shall be liable for any of the Taxes that arise

in connection with Merchant's payment to Citcon for performance of the Services provided under this Agreement or Merchant's use of the Services, and all such Taxes shall be the financial responsibility of Merchant.

6. Intellectual Property Ownership; Ideas; Marks; and Publicity.

- a. IP Licensing. Citcon grants Merchant a limited, non-exclusive, non-sublicensable, and non-transferable license, subject to the terms and conditions of this Agreement, to electronically access and use the Services and Documentation, including any online portals and application programming interfaces, solely for the purposes as set forth in this Agreement and any applicable Schedules. Any other use of the Services and Documentation is expressly prohibited. Citcon and its licensors reserve all rights in the Services and Documentation unless otherwise expressly stated herein. Merchant may not (i) claim or register ownership of the rights in the Services and Documentation on Merchant's behalf or on behalf of others; (ii) sublicense any rights in the Services and Documentation granted by Citcon; (iii) import or export any Services and Documentation to a Sanctions Target or to any Person in a Restricted Territory; (iv) use the Services and Documentation in a manner that violates this Agreement or Legal Requirement; or (v) attempt to do any of the foregoing. If Merchant violates any portion of this Agreement, the license granted under this Section 6(a) may be terminated at any time. All right, title, and interest in and to the Services, Documentation, all related technology and improvements thereto including any online portals and application programming interfaces, and any content created or derived from any of the foregoing, and any other Citcon intellectual property, product, or service is the exclusive property of Citcon and its licensors.
- b. Ideas. If Merchant submits Ideas to Citcon, Citcon will presume that Merchant's submission was voluntary, unsolicited by Citcon, and delivered to Citcon without any restrictions or confidentiality obligations on Citcon's use of the Ideas. Merchant hereby assigns all right, title, and interest in and to any Ideas Merchant submits to Citcon pursuant to this Section 6(b), whether or not the submitted Ideas are protectable by intellectual property laws of the jurisdiction of Merchant or Citcon. Merchant agrees that it will provide assistance in perfecting such assignment at the request of Citcon, at Citcon's expense. Merchant also agrees that Citcon has no fiduciary or any other obligation to Merchant in connection with any Idea Merchant submits to Citcon, and that Citcon is free to use, copy, display, perform, distribute, modify and re-format the Ideas in any manner that Citcon may determine, without any attribution or compensation to Merchant.
- c. Marks. All logos related to the Services are either trademarks, or registered marks or copyrights of Citcon or its licensors, or otherwise restricted to Merchant. Except to direct Buyers and Funds Recipients to carry out Transactions, Merchant may not copy, imitate, or use such property without Citcon's express prior written consent.
- d. Publicity. The Parties will cooperate (i) to issue a press release announcing the relationship contemplated by this Agreement, and (ii) in other publicity initiatives as may be mutually agreed to from time to time. However, the preceding limitation shall not be interpreted to prevent Citcon from using Merchant's name and logo on Citcon's routine marketing materials, including Citcon's website.

7. Term and Termination; Effect of Termination.

- a. The Term of this Agreement shall commence on the Effective Date and, unless earlier terminated in accordance with this Section 7, continue until the end of the Initial Term. Thereafter, unless either Party notifies the other Party in writing within six (6) months prior to the end of the Initial Term or any Renewal Term, as applicable, of its desire for this Agreement not to be renewed, contemporaneously with the end of the Initial Term or such Renewal Term, as applicable, the then-current Term shall automatically renew for one (1) additional year (a “**Renewal Term**”). The Parties agree that, except as otherwise set forth herein, Citcon shall not be required to perform any Services after the expiration of the Term of this Agreement.
- b. Without prejudice to any other rights and remedies available to it under this Agreement, Merchant may at any time terminate this Agreement or any Service by written notice to Citcon if:
  - i. Citcon commits a material breach of any of its obligations under this Agreement which is not capable of remedy, or if capable of remedy, is not remedied to Merchant’s reasonable satisfaction within thirty (30) days of service of a notice requiring such remedy;
  - ii. Citcon becomes Insolvent;
  - iii. Merchant becomes entitled to terminate for a material breach of any other agreement it has with Citcon; or
  - iv. Merchant is required to do so under a Legal Requirement.
- c. Without prejudice to any other rights and remedies available to it under this Agreement, Citcon may at any time terminate this Agreement or any Service, or suspend the provision of any Service, by written notice to Merchant as permitted if:
  - i. Merchant commits a breach of Sections 2(a) or 6(a);
  - ii. Merchant commits a material breach of any other of its obligations under this Agreement, or any other agreement it has with Citcon, which is not capable of remedy, or if capable of remedy, is not remedied to Citcon’s reasonable satisfaction within thirty (30) days of service of a notice requiring such remedy;
  - iii. Merchant becomes Insolvent, or there is an occurrence of any circumstance, event or series of circumstances or events that, to Citcon’s reasonable judgment, materially adversely affects Merchant’s ability to meet its current or future liabilities (or potential liabilities) or obligations under this Agreement;
  - iv. Merchant ceases, or there is a reasonable likelihood of it ceasing, to carry on all or a material part of its business, including any changes to the information provided in the Application Form, except for the purpose of a bona-fide solvent reconstruction, amalgamation, reorganization, merger or consolidation;
  - v. Citcon becomes entitled to enforce any set off, Reserve Balance, or Guarantee granted pursuant to Section 4, or such Reserve Balance or Guarantee is not provided within the required timeframe;

- vi. There is a threatened or actual withdrawal, removal, termination or unenforceability of, the Reserve Balance or any Guarantee granted pursuant to Section 4;
  - vii. Citcon (A) is required to do so under Legal Requirement, or by direction of a Regulatory Authority or Payment Processing Partner, including any action or made statements, orders, requests, directives or demands regarding the activities of Merchant, its Buyers, its Funds Recipients, or another Person operating in the same industry, (B) determines, in its sole discretion, that Merchant is engaged in an activity that causes a significant risk of reputational harm to Citcon, its Payment Processing Partner, or any applicable Card Network, including due to any changes to the information provided in the Application Form, or (C) reasonably believes (in its sole discretion) that a Transaction, this Agreement or the performance of it, or Merchant's activities may be contrary to Legal Requirements; and
  - viii. There is a withdrawal or termination of any license, permission or authorization required to operate Merchant's business.
- d. Merchant will inform Citcon immediately upon becoming aware of the occurrence of any of the events referred to under Section 7(c).
- e. Effects of Termination.
- i. In the event this Agreement or a Schedule is terminated by Citcon due to a breach by Merchant, Merchant shall pay any unpaid Fees covering the remainder of the Term of this Agreement or any Schedule. In no event will termination of this Agreement relieve Merchant of its obligation to pay any Fees payable to Citcon for the period prior to the effective date of termination.
  - ii. Except as otherwise provided in this Agreement, upon termination or expiration all rights and obligations of the Parties under this Agreement will immediately cease and terminate, and no Party will have any further obligation to the other Party with respect to this Agreement; provided, however, that all provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement including, the rights and obligations pursuant to Sections 1, 2(f), 2(g), 4, 5, 6, 7(e), and 8 through 14, which shall survive termination or expiration of this Agreement.

8. Confidentiality.

- a. Confidential Information. Each Party agrees: (i) to maintain the other Party's Confidential Information in strict confidence and to take at least reasonable precautions to protect such Confidential Information (including all precautions the receiving Party employs with respect to its own similar Confidential Information); (ii) not to disclose such Confidential Information to any third-party; and (iii) not to use such Confidential Information for any purpose except for the purposes set forth in this Agreement. Each Party may disclose the other Party's Confidential Information to its Service Providers, employees, and consultants who have a bona fide need to know such Confidential Information for the purposes set forth in this Agreement, but solely to the extent necessary to pursue such purpose and for no other purpose; provided, that each such Service Provider, employee, or consultant first executes a written agreement (or is otherwise already bound by a written agreement) that contains use and nondisclosure restrictions at least as

protective of the other Party's Confidential Information as those set forth in this Agreement, and provided that each Party is and remains responsible for the acts and omissions of its Service Providers, employees, and consultants hereunder.

- b. Exceptions. The obligations and restrictions in Section 8(a) will not apply to any information or materials that the receiving Party can show:
  - i. were, at the date of disclosure, or have subsequently become, generally known or available to the public through no act or failure to act by the receiving Party;
  - ii. were rightfully known by the receiving Party prior to receiving such information or materials from the disclosing Party;
  - iii. are rightfully acquired by the receiving Party from a third-party who has the right to disclose such information or materials; or
  - iv. are independently developed by the receiving Party without access to any Confidential Information of the disclosing Party.
- c. Compelled Disclosure. Nothing in this Agreement will be deemed to restrict a Party from disclosing the other Party's Confidential Information to the extent required by any Legal Requirement; provided, the disclosing Party notifies the other, to the extent legally permissible, of the information to be disclosed as early as reasonably practicable before the disclosure and takes all reasonable action to avoid or limit the disclosure.
- d. Return of Confidential Information. Except as otherwise provided in this Agreement or agreed by the Parties, upon termination or expiration of this Agreement each Party shall promptly return to the other Party or destroy all Confidential Information of the other Party in its possession or control; provided that (i) to the extent necessary, a Party may retain one (1) copy solely for compliance with Legal Requirements, and (ii) in the event of a termination pursuant to Section 7(b)(i) or 7(c)(i) or 7(c)(ii), either Party may retain copies of the other Party's Confidential Information for purposes of any disputes relating to such termination.
- e. No License. Except as otherwise stated herein, (i) all Confidential Information remains the sole and exclusive property of the disclosing Party, and (ii) each Party acknowledges and agrees that nothing in this Section 8 will be construed as granting any rights to the receiving Party, by license or otherwise, in or to any Confidential Information of the disclosing Party, or any patent, copyright or other intellectual property or proprietary rights of the disclosing Party, except as specified in this Agreement.

## 9. Data Privacy and Security.

- a. In its performance or receipt of the Services, each Party shall comply with applicable Privacy Laws.
- b. Merchant hereby represents and warrants that it has, and at all times shall have:
  - i. obtained all necessary rights, lawful basis, and, where necessary, consents under applicable Legal Requirements; and

- ii. provided all Buyers and Funds Recipients with appropriate, clear and complete privacy notices in accordance with applicable Privacy Laws,  
  
to disclose to Citcon - or allow Citcon to collect, use, retain, and disclose, and otherwise process for the purposes of providing the Services to Merchant, Buyers and Funds Recipients - any Program Data that Merchant provides to Citcon or authorizes Citcon to collect, including information that Citcon may collect directly using cookies or other similar means, in connection with Citcon's performance of the Services.
- c. When providing Buyers and Funds Recipients with appropriate privacy notice(s), Merchant shall ensure that such privacy notice(s):
  - i. inform Buyers and Funds Recipients of the disclosure of their Buyer Personally Identifiable Information and Funds Recipients Personally Identifiable Information (as applicable) to Citcon in connection with the Services; and
  - ii. provide Buyers and Funds Recipients with a link to the Citcon Privacy Policy.
- d. In addition to disclosures otherwise described in this Agreement, Merchant hereby acknowledges and agrees to Citcon's disclosure of Program Data to Payment Processing Partners and other Citcon Service Providers solely to the extent necessary for the provision of Services to Merchant, Buyers and Funds Recipients, in accordance with the Citcon Privacy Policy.
- e. Each Party is responsible for their own data security and shall promptly notify the other Party of any Security Breach. Each Party agrees to cooperate with the other Party in the event of an investigation of suspected unauthorized use of the Services or Security Breach.
- f. Citcon will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Program Data. Merchant will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Buyer Transaction Data and Funds Recipients Transaction Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of data by the Parties and their Affiliates except (i) for Citcon to provide the Services and prevent or address service or technical problems, (ii) as compelled under applicable Legal Requirements or in response to a law enforcement request, subpoena, or regulatory inquiry, or (iii) as expressly permitted in writing.

10. Representations and Warranties.

- a. Both Citcon and Merchant represent and warrant to the other during the Term, and for so long as there are any outstanding obligations under this Agreement that:
  - i. it has the complete power and authority to enter into this Agreement and to carry out its obligations hereunder, and that this Agreement constitutes a valid, binding and enforceable agreement of such Party;
  - ii. the execution, delivery and performance of this Agreement will not violate the provisions of any agreement to which it is a party or by which it is bound;

- iii. its employees, Service Providers, contractors and agents will at all times act consistently with the terms of this Agreement; and
  - iv. all information provided to the other Party hereunder and to Buyers and Funds Recipients is, to its knowledge, true and accurate.
- b. Merchant represents and warrants to Citcon during the Term and for so long as there are any outstanding obligations under this Agreement that:
- i. Merchant will obtain authorization from Buyers for all Transactions initiated on their behalf, and for the use of any data obtained through or used with the Services, by Merchant, Merchant's employees, and Service Providers;
  - ii. Merchant will not use the Services or permit the use of Services by Buyers and Funds Recipients in a manner that is fraudulent, unlawful, deceptive or abusive;
  - iii. Merchant will not levy any surcharges that violate any Legal Requirement;
  - iv. Merchant's performance hereunder, and under any Merchant agreements with its Buyers and Funds Recipients and any Merchant privacy policies presented to Buyers and Funds Recipients, are compliant with Legal Requirements and are not inconsistent with the terms of this Agreement;
  - v. Neither Merchant nor any Buyer or Funds Recipient is a Sanctions Target; and
  - vi. Merchant will not engage in Transactions involving or benefitting any Restricted Territories or Sanctions Targets.
- c. Citcon represents to Merchant during the Term and for so long as there are any outstanding obligations under this Agreement that:
- i. The Services will be performed in a professional manner, consistent with generally accepted industry standards, and that the Services will substantially conform with their Documentation; and
  - ii. Citcon has obtained and shall maintain all licenses necessary to provide the Services and otherwise perform under this Agreement.

11. Liability; Disclaimer of Warranties.

- a. Nothing in this Agreement will operate to exclude or limit a Party's liability: (i) for such Party's fraud or fraudulent misrepresentation; (ii) for death or personal injury resulting from such Party's negligence; (iii) (in the case of Merchant) to pay any Fees or other monetary amounts due under this Agreement; or (iv) to the extent that it cannot be lawfully excluded or limited. Each provision of this Section 11 is subject to this Section 11(a).
- b. Except as expressly set out in this Agreement, Citcon hereby excludes all warranties, conditions, terms, obligations, undertakings and representations, whether in each case express or implied by

statute, common law, custom, trade usage, course of dealing or otherwise, (including but not limited to implied undertakings of satisfactory quality and reasonable fitness for purpose) to the fullest extent permissible by Legal Requirement, and Merchant hereby irrevocably waives any rights or remedies it may otherwise have had in respect of any of the same. The Services may be operated from facilities located in a different country than the designated territory(ies), and Citcon makes no representation or guarantee that the Services are appropriate or available for use at any time and in all locations. Those who access or use the Services do so at their own risks. [If Merchant is comprised of more than one Person, each such Person shall be jointly and severally liable for all Merchant liabilities hereunder.]

- c. Citcon will not be liable for any failure to perform (nor any defective or delayed performance of) any of its respective obligations under this Agreement, if and to the extent that such failure, defect or delay is due to: (i) Merchant's breach of this Agreement, negligent, wrongful or bad faith acts or omissions; (ii) a suspension of any Services under or in connection with Section 7(c) or, as applicable, the Schedules; (iii) Citcon complying with any of its obligations under any Legal Requirements; and/or (iv) any deferment, withholding or deduction under or in connection with the Services.
- d. Except as otherwise set forth in this Agreement, Citcon shall not be liable for any losses suffered by Merchant which arises directly or indirectly from its compliance with Merchant's request or instruction, or any of the data received by Citcon being inaccurate or incomplete. Without prejudice to the foregoing, Citcon may make reasonable efforts to recover funds lost in an erroneous or misdirected Transaction resulting from such inaccurate or incomplete data, and Citcon may charge Merchant for any such efforts.
- e. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY OR ANY OF ITS AFFILIATES BE LIABLE TO THE OTHER PARTY OR ANY OF ITS AFFILIATES FOR ANY EXEMPLARY, SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OR DIMINUTION IN VALUE, ARISING UNDER OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED IN CONTRACT, BREACH OF WARRANTY, TORT, NEGLIGENCE OR ANY OTHER THEORY, AND REGARDLESS OF WHETHER THE PARTY HAS BEEN ADVISED OF, KNEW OF, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS OF LIABILITY IN THIS SECTION 11(E) SHALL NOT APPLY IN CIRCUMSTANCES WHERE A PARTY'S LIABILITY TO THE OTHER IS DUE TO A SECURITY OR DATA BREACH, A BREACH OF CONFIDENTIALITY OBLIGATIONS, IN CONNECTION WITH A PARTY'S INDEMNIFICATION OBLIGATIONS, OR DAMAGES ARISING OUT OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT, INTENTIONAL BREACH, OR FRAUD.
- f. WITH THE EXCEPTION OF SECTIONS 11(A) AND 11(E), IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER OR TO ANY THIRD-PARTY IN CONNECTION WITH THIS AGREEMENT EXCEED THE TOTAL FEES PAID BY MERCHANT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE CLAIM OR ACTION, REGARDLESS OF THE FORM OR THEORY OF THE CLAIM OR ACTION.

12. Indemnification.

- a. Merchant agrees to defend, indemnify, and hold harmless Citcon from and against any Claim where such Claim is caused by Merchant or to the extent that such Claim arises out of or relates to (i) Merchant's breach of this Agreement, (ii) a Security Breach of Merchant, (iii) Merchant's breach of any Legal Requirement, (iv) a violation of the data provisions in Section 9, or (v) Merchant's gross negligence or willful misconduct.
- b. Citcon agrees to defend, indemnify, and hold harmless Merchant from and against any Claim to the extent that such Claim arises out of or relates to (i) Citcon's breach of Section 10(c), (ii) a Security Breach of Citcon, (iii) a violation of the data provisions in Section 9, or (iv) a claim that the Services, or Citcon's provision of the Services to Merchant, Buyers or Funds Recipients, violate the intellectual property rights of any third-party.
- c. In the event of either Party's indemnification for a Security Breach, the obligation to indemnify includes reimbursement to the other Party for the direct, actual and documented costs of any notice and related mitigation measures that are required to be provided to Buyers and Funds Recipients as a result of the Security Breach under Legal Requirements.
- d. Neither Party's indemnification obligations under this Agreement shall apply to the extent such Claim(s) have arisen from the other Party's acts or omissions, or from the other Party's, their Affiliates' or Service Providers' breach of any provision of this Agreement or another agreement between the indemnifying Party and the Buyer or Funds Recipient, or failure by the other Party to comply with applicable Legal Requirements.

13. Governing Law.

<b>Merchant Jurisdiction</b>	<b>Governing Law</b>	<b>Courts with Exclusive Jurisdiction</b>
U.S. and Canada	State of California and applicable US Federal Law	The courts located in Santa Clara County, California, USA
Global (except U.S. and Canada)	England and Wales	The courts located in England and Wales

Each Party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.

14. General.

- a. Notices. Except as otherwise specified in this Agreement, all notices hereunder shall be in writing and shall be effectively given upon: (i) personal delivery, (ii) delivery of certified or registered mail, (iii) by courier service, or (iv) by email (if provided). Notices shall be deemed to have been given, delivered and received upon receipt or attempted delivery (if receipt is refused), as the case may be, and (A) the date of delivery identified by the applicable postal service on any return receipt card or confirmation by courier service, even if such delivery was refused, and (B) one (1) Business Day after the email is sent and not returned as undeliverable. Notices to each Party shall be addressed to the relevant contact designated in this Agreement or any Schedule, or to such other addresses that either Party may provide by appropriate notice under this section or in an amendment to this Agreement.

- b. Amendment. Except as otherwise provided in this Agreement, this Agreement shall not be deemed or construed to be modified, amended, or waived, in whole or in part, except as set forth herein or by a separate written agreement duly executed by the Parties to this Agreement.
- c. Entire Agreement. This Agreement constitutes the entire agreement among the Parties regarding the matters herein, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. This Agreement may be made and executed in any number of counterparts, which together constitute one Agreement.
- d. Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of Legal Requirement or otherwise, without the other Party's prior written consent; provided, however, that Citcon may assign its obligations to subcontractors or Affiliates, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties, their respective successors and permitted assigns.
- e. Waiver, Severability. No failure or delay by either Party in exercising any right under this Agreement will constitute a waiver of that right. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.
- f. Force Majeure. Citcon's obligation to provide any Service hereunder shall be suspended during the period and to the extent that Citcon is prevented or hindered from providing such Service due to any Force Majeure Event. Citcon will promptly notify Merchant in writing of any Force Majeure Event affecting the provision of any Service to Merchant, and the Parties shall promptly confer, in good faith, on what action may be taken to minimize the impact, on both Parties, of such Force Majeure Event. Notwithstanding the foregoing, Citcon shall not be liable for the nonperformance or delay in performance of its obligations under this Agreement to the extent such failure is due to a Force Majeure Event. Any suspension of Citcon's obligation to provide any Service hereunder shall be in effect for no longer than is required by the Force Majeure Event.
- g. Relationship of the Parties. The Parties acknowledge and agree that this Agreement does not create a fiduciary relationship, partnership, joint venture or relationships of trust or agency between the Parties, and that all Services are provided by Citcon as an independent contractor. Each Party may not, and may not attempt to make any representation, warranty or commitment on behalf of the other Party.
- h. Interpretive Matters. As used herein and in any applicable Schedules, exhibits and appendices, (i) the terms "include" and "including" are meant to be inclusive and shall be deemed to mean "include without limitation" or "including without limitation"; (ii) unless the context demands otherwise, the word "or" shall have the inclusive meaning identified with the phrase "and/or"; (iii) the terms "his" or "her" apply to all genders; (iv) any article, section, subsection or other headings contained in this Agreement and the recitals at the beginning of this Agreement are for reference purposes only, and shall not affect in any way the meaning or interpretation of this Agreement; (v) any reference to a statute or statutory provision shall mean such statute or statutory provision as it has been amended through the date as of which the particular portion of this Agreement is to take effect, or to any successor statute or statutory provision relating to the same subject as the statute or statutory provision so referenced in this Agreement, and to any

then applicable rules or regulations promulgated thereunder, unless otherwise provided; (vi) the words “herein,” “hereof,” “hereunder” and words of like import shall refer to this Agreement as a whole (including its Schedules, exhibits and appendices), unless the context clearly indicates to the contrary (for example, that a particular section, schedule, or exhibit is the intended reference); (vii) words used herein in the singular, where the context so permits, shall be deemed to include the plural and vice versa; and (viii) unless the context otherwise requires or unless otherwise provided herein, the terms defined in this Agreement that refer to a particular agreement, instrument, policy, Payment Method Rule or document also refer to and include all renewals, extensions, modifications, amendments and restatements of such agreement, instrument, or document.

*[Signature Page Next]*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

**Merchant:**

[REDACTED]

**Citcon:**

[CITCON USA LLC]  
[CITCON CANADA CORPORATION]  
[CITCON UK LIMITED]  
[CITCON TECHNOLOGY AUSTRALIA  
PYT LTD]  
[HANGZHOU SHENGLANG NETWORK  
CO. LTD]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Merchant Physical Address (REQUIRED):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address for notices to Citcon:  
c/o Citcon USA LLC  
3975 Freedom Circle, Suite 870  
Santa Clara, CA 95054  
Attn: Legal

**Merchant Billing and Invoice Contact:**

Name: \_\_\_\_\_

Email: \_\_\_\_\_

## SCHEDULE 1

### CARD ACQUIRING SERVICES

THIS CARD ACQUIRING SERVICES SCHEDULE (the “**Schedule 1**”) applies to Merchant’s use of the Card Acquiring Services (as defined below) pursuant to the terms of the Merchant Services Agreement (the “**Agreement**”) entered into by the Parties. If any provision contained in this Schedule 1 is in conflict with, or inconsistent with, any provision in any of the Agreement, the provision contained in this Schedule 1 shall govern and control.

1. **Definitions.** Except as otherwise defined in this Schedule 1, capitalized terms used herein shall have the meanings set forth in this Section 1 or as defined in the Agreement.
  - a. “**Assessment**” means any assessment, fine, or similar charge of any nature which a Card Network levies on Merchant or Citcon at any time, directly or indirectly, in respect of the Card Acquiring Services or any Transaction.
  - b. “**Capture**” means Citcon’s transmission of a payment instruction in relation to a Transaction to a Card Network for onward transmission to a Card Issuer to enable the earmarking of funds by a Card Issuer in a Cardholder’s account for Settlement.
  - c. “**Card Acquiring Services**” means the Authorization, Capture and Settlement by Citcon of a Card related Transaction.
  - d. “**Chargeback**” means a charge that is returned to a debit or credit card after the card user successfully disputes an item on their account statement or transactions report.
  - e. “**Dispute**” means an instruction initiated by Merchant to object to a Reversal or Chargeback.
  - f. “**MCC**” means merchant category code as listed in ISO 18245 or any successor standard.
  - g. “**Reason Code**” has the meaning set forth in the Payment Method Rules.
  - h. “**Refund**” means an instruction initiated by Merchant to return funds to a Buyer associated with an existing Transaction, said instruction issued under the Payment Method Rules.
  - i. “**Return**” means an instruction initiated by Merchant, Buyer, a Payment Processing Partner or some other financial institution, to return funds unrelated to an existing payment, said instruction issued under the Payment Method Rules.
  - j. “**Reversal**” means an instruction initiated by a Buyer, a Payment Processing Partner, a financial institution or Citcon to return funds for an existing payment, said instruction issued under the Payment Method Rules.
  - k. “**Settlement**” means the crediting by the relevant Card Network to Citcon or its agent (as applicable) of funds equating to the net value of a Transaction as determined by that Card

Network (and “Settle” will be construed accordingly).

2. Payments Services. Merchant hereby appoints Citcon as its provider of Card Acquiring Services.

- a. Scope. Citcon shall supply Card Acquiring Services for the purpose of Buyers purchasing goods or services from Merchant where (i) such goods will be issued and/or delivered by Merchant to Buyers and (ii) Citcon shall initiate a payment of the corresponding Settlement to the Merchant Bank Account. Merchant acknowledges that successful Authorization does not guarantee payment from the Cardholder.

Subject to the terms of Section 9 of the Agreement, Merchant agrees it will inform its Buyers that Citcon processes Transactions (including Card Acquiring Services) for Merchant, including any redirection of Merchant to an online banking page for account authentication. Citcon shall only provide Card Acquiring Services in respect of those Payment Methods for which a Fee is specified in the Pricing Schedule.

b. Payment Methods.

- (i) Payment Processing. When Merchant accepts credit or debit Payment Methods to process a Transaction, Merchant must comply with the following:

(A) All applicable Payment Method Rules, PCI-DSS, and other Legal Requirements. Citcon may share with the Card Networks (and the Payment Processing Partner) information Merchant provides to Citcon that Citcon uses to identify the nature of Merchant’s products or services, including the assignment of business activities to an MCC.

(B) Accept all valid credit and debit Payment Methods.

- (ii) Foreign Currencies. When a Buyer’s Payment Method operates in a currency other than U.S. Dollars, or when a Payment Method is issued by a financial institution in a country other than Citcon’s Payment Processing Partner’s country, Buyer may be charged additional fees by their banking institution in connection with such payment, including fees for currency conversion or cash advance fees. Citcon is not responsible for such fees, nor is it responsible for any processing delays that may result in connection with required currency conversions.

c. Chargebacks and Assessments. Upon its occurrence, each Chargeback and each Assessment represents a debt immediately due and payable by Merchant to Citcon on demand, notwithstanding any termination of this Agreement or the Card Acquiring Services.

- (i) To the extent permitted by Legal Requirements, Citcon will notify Merchant (electronically or otherwise) as soon as reasonably practicable of any Chargebacks and/or Assessments which have occurred or have been incurred.

- (ii) Unless otherwise agreed, each Chargeback and Assessment will be charged to Merchant in the currency in which Citcon is required to pay the Chargeback or

Assessment. The Fees for handling each Chargeback are payable upon the earlier to occur of the receipt by Citcon of: (A) a Chargeback; and (B) a request for information from a Card Network in relation to a potential Chargeback irrespective of whether the Chargeback subsequently occurs.

- (iii) If Merchant wishes to dispute a Chargeback or Assessment, Merchant will do so in accordance with the applicable procedure set out in the Payment Method Rules. It is Merchant's responsibility in the case of a disputed Chargeback or Assessment to provide Citcon with such evidence as Citcon, the Card Network or the Card Issuer may reasonably require both to investigate the disputed Chargeback or Assessment and to prove that the underlying Transaction was authorized by Buyer.
- (iv) Merchant agrees that the relevant Card Network's decision regarding the validity and value of any Chargeback and/or Assessment will be final and binding, and Citcon will not be required to investigate or defend the validity and or value of any Chargeback or Assessment.
- (v) At any time, the Card Networks or the Payment Processing Partners may determine that Merchant is incurring excessive Chargebacks. Excessive Chargebacks may result in additional fees, penalties, or fines and may also result in (A) additional controls and restrictions put on Merchant's use of the Card Acquiring Services, including without limitation, (1) changes to the terms of your Reserve Balance, (2) increases to your applicable Fees, or (3) Settlement delays; or (B) possible suspension or termination of the Merchant Account and access to all Services. The Card Networks or Payment Processing Partners may also place additional controls or restrictions as part of their own monitoring programs for merchants with excessive Chargebacks.

d. Refunds. Where a Buyer requests that Merchant refunds a Transaction, Merchant will submit a Refund request and such request constitutes irrevocable consent by Merchant for the execution of such Refund.

- (i) In relation to any Transaction, Merchant will only process a Refund to a Buyer in respect of goods and/or services Merchant has actually sold and/or agreed to supply to such Buyer, and using the payment method used by the Buyer in respect of that Transaction.
- (ii) Merchant will not provide a cash Refund to a Buyer where the Transaction the subject of the Refund was a Card related Transaction, unless required to do so pursuant to Legal Requirement, nor in any circumstances accept cash or any other compensation for effecting a Refund.
- (iii) All Refunds must be paid in the currency of the original Transaction.
- (iv) Merchant authorizes Citcon to deduct the amount of the Refund from the Settlement for purposes of compensating Citcon for the Refund. If the Settlement is not sufficient to compensate Citcon for the Refund, Merchant authorizes Citcon

to deduct the amount of the Refund from future Settlements until Citcon has satisfied the amount of the Refund. Citcon will not accept Refund instructions if Refunds are not in compliance with the Payment Network Rules.

- e. Responsibility for Reimbursing Citcon. If a Transaction that Citcon initiates for a Buyer pursuant to instructions received from Merchant results in the value thereof being sent to a receiver that is not the designated receiver, and such misplacement of value is through no fault of Citcon or its Payment Processing Partners, with the exception of cancellations and Refunds or Reversals that Merchant or a Buyer requests, Merchant is responsible for reimbursing Buyer for the full amount of lost funds or value. This means that if Buyer Reverses the authorization for a Transaction or initiates a Chargeback with their financial institution in accordance with the Payment Method Rules, and, on Merchant's instructions Citcon has already released the value thereof to the designated recipient, Merchant is liable for the full amount or value of such Transaction. If Citcon is unable to recover the full amount that is owed, after enforcing its rights under Section 4 of the Agreement, Merchant is required to take other steps to reimburse Citcon, or Citcon may take additional steps including the initiation of legal actions to recover the full amount, to the extent allowed by Legal Requirements.
3. PCI Compliance. Merchant and Citcon will each comply with all PCI-DSS rules, regulations and/or standards as required of them respectively, directly or indirectly, by the Card Networks. Either Party may immediately terminate this Agreement if the other ceases to be in compliance with its PCI -DSS compliance obligations.
    - a. Upon request by Citcon, Merchant will provide evidence of compliance with the PCI-DSS, using applicable certification and attestation documents. Citcon may charge Merchant an annual management Fee for administering the system through which Merchant reports its PCI-DSS compliance status and an additional administrative PCI-DSS non-compliance Fee for each month in which Merchant is not compliant with the relevant rules, regulations and/or standards of the PCI-DSS, which Fees Merchant will pay in accordance with the Pricing Schedule.
    - b. Merchant represents, warrants and undertakes that no Security Breach relating to Program Data processed by or on behalf of Merchant has occurred before, and remains unremedied on, the date on which this Agreement was signed by the Parties. If Merchant breaches the foregoing representation, warranty and undertaking, Merchant acknowledges and agrees that Citcon may suspend the Services and/or take such other steps as Citcon, any Regulatory Authority or any Card Network reasonably considers necessary to remedy the breach.
    - c. Merchant will not "store" (as such term is used in the PCI-DSS), at any time: (i) a Payment Method's verification value in the Payment Method's magnetic stripe, on the Payment Method in or next to its signature panel, or in the Payment Method's magnetic stripe image in a chip application; (ii) a PIN verification value in a Payment Method's magnetic stripe; (iii) the full contents of any track from a Payment Method's magnetic stripe (on the Payment Method, in a chip or elsewhere); or (iv) any other data that any of the Card Networks mandate from time to time as data that cannot be stored.

- d. Merchant must notify Citcon of all third-parties who have access to Buyer Transaction Data on behalf of Merchant (i.e., store, process or otherwise transmit Buyer Transaction Data). Merchant acknowledges such third-parties are required by the Card Networks to be registered, and Merchant shall cooperate with Citcon in completing such registration and be responsible for all fees imposed by the Card Networks in connection therewith. Merchant shall notify Citcon immediately if it becomes aware of or suspects any Security Breach relating to Program Data and shall also (and without prejudice to any other remedy Citcon have in respect thereof) immediately identify and resolve the cause of such Security Breach and take any steps that Citcon may require of Merchant to do so, including the procurement (at Merchant's sole cost) of forensic reports from third-parties recommended by Citcon.
  - e. Without prejudice to Section 8 of the Agreement, and subject to the requirements of the PCI-DSS, Merchant will retain legible copies of all Program Data for a minimum period of eighteen (18) months from the date of the relevant Transaction, Chargeback, Refund, Return or Reversal to which it relates.
  - f. Merchant will provide Citcon with copies of such Program Data relating to any Transaction or Chargeback, Refund, Return or Reversal as Citcon may request, in each case in such format as specified by Citcon and within ten (10) days of such request.
4. Indemnification. Without prejudice and in addition to any other rights and remedies available to Citcon under the Agreement: (a) Merchant indemnifies (and will keep indemnified) on demand, defends and holds harmless Citcon from and against any losses Citcon suffers or incurs as a result of, or in connection with any Transaction and/or Chargeback or resulting from Merchant's failure to comply with the PCI-DSS and Payment Network Rules; and (b) Citcon indemnifies (and will keep indemnified) on demand, defends and holds harmless Merchant against any losses it suffers or incurs resulting from a third-party Claim directly caused by Citcon's failure to comply with the PCI-DSS.
5. Suspension and Termination. Without prejudice to any other rights, Citcon may immediately terminate this Agreement, or terminate or suspend Card Acquiring Services under this Agreement in whole or part by written notice to Merchant:
- a. Upon a material positive or negative fluctuation month-on-month in Merchant's Transaction volumes or the average value of its Transactions, or the occurrence of such other event as may give rise in Citcon's discretion to a significant increase in its risk profile;
  - b. If Citcon otherwise considers in its sole and absolute discretion that the total value of Refunds, Chargebacks and/or declined Transactions is excessive relative to expected volume; provided that, in respect of each of these events (a) and (b), account will be taken of historical figures and trends including seasonality of sales and yearly sales growth;
  - c. If Citcon reasonably considers that any act or omission of Merchant falls within a Reason Code which would ordinarily lead to Merchant being listed on the Visa Merchant Alert Service, the MasterCard Alert to Control High-risk (Merchants) or an equivalent for any

other Card Network or a Regulatory Authority blacklist. If Citcon considers that any act or omission of Merchant leading to the termination of this Agreement falls within a Reason Code, Citcon may, in addition to providing details of such act or omission to Merchant, notify any termination hereunder and the Reason Code forming the grounds for termination to the Card Networks, who may record and thereafter make such information available to any Card Acquiring Services provider, Card Issuer and crime enforcement authorities;

- d. Upon the occurrence of either a material Assessment or multiple Assessments; or
- e. If so instructed by a Card Network.

Without prejudice to Section 7(e)(ii) of the Agreement, the following paragraphs of this Schedule 1 will continue to be enforceable notwithstanding termination of the Agreement: 1, 2(c), 2(d), 2(e), 3, 4 and 5.

#### 6. Right of Audit.

- a. No more than once annually during the Term of this Agreement (unless prompted by a request from a Regulatory Authority or Card Network, or any event or events giving rise to a Security Breach pertinent to this Agreement), within twenty eight (28) days' written notice from Citcon, Merchant will: (i) permit Citcon and/or its duly authorized representatives to access during business hours such premises or systems on which Merchant's business trades or where Merchant's records or stock are located, and to take and retain copies of all such records to ascertain if Merchant is performing its obligations hereunder; and (ii) provide all reasonable cooperation in relation to such audit.
- b. Where such audit is undertaken at the specific request of a Card Network, Merchant shall pay any costs and charges incurred by Citcon in respect of such audit.

## SCHEDULE 2

### ALTERNATIVE PAYMENT METHODS

THIS ALTERNATIVE PAYMENT METHODS SCHEDULE (the “**Schedule 2**”) applies to Merchant’s use of the Alternative Acquiring Services (as defined below) pursuant to the terms of the Merchant Services Agreement (the “**Agreement**”) entered into by the Parties. If any provision contained in this Schedule 2 is in conflict with, or inconsistent with, any provision in any of the Agreement, the provision contained in this Schedule 2 shall govern and control.

1. **Definitions.** Except as otherwise defined in this Schedule 2, capitalized terms used herein shall have the meanings set forth in this Section 1 or as defined in the Agreement.
  - a. “**Alternative Acquiring Services**” means the transmission of payment instructions, receipt of Inward Payments, processing of an Authorized Instruction and/or the receipt and disbursement of Outward Payments, in each case by Citcon, in connection with Merchant and a third-party using an Alternative Payment Method.
  - c. “**Alternative Payment Provider**” means, for each Alternative Payment Method, the provider of such payment method as listed in the Pricing Schedule.
  - d. “**Assessment**” means any assessment, fine, or similar charge of any nature which an Alternative Payment Provider levies on Merchant or Citcon at any time, directly or indirectly, in respect of the Alternative Acquiring Services or any Transaction.
  - e. “**Authorized Instruction**” means a message or instruction (which may be in electronic form), in the prescribed format, containing the information and meeting the other requirements specified by Citcon from time to time, from Merchant to Citcon requesting Citcon to execute an Outward Payment.
  - f. “**Inward Payment**” means funds received into a Citcon bank account, either originating from a Buyer or Merchant, with a reference identifying Merchant as the intended recipient and beneficiary.
  - g. “**Outward Payment**” means a payment transaction whereby Citcon transfers funds (which may be net of any applicable third-party bank charges) from a Citcon bank account to the designated bank account of Merchant or a third-party, in accordance with Merchant’s Authorized Instruction.
  - h. “**Payments**” means together, Inward Payments and Outward Payments.
  - i. “**Reversed Payment**” means an Inward Payment to the extent that it is fully or partially returned by an Alternative Payment Provider or a bank associated with the Inward Payment, or to the extent that any Regulatory Authority requires return of an Inward Payment, resulting in a financial liability to Citcon.

0. Alternative Acquiring Services. Merchant hereby appoints Citcon as its provider of Alternative Acquiring Services.
- a. Citcon will provide the Alternative Acquiring Services: (i) unless otherwise agreed in writing between the Parties, in respect only of those Transactions entered into following the Effective Date; and (ii) in accordance with the terms of this Agreement and to the extent permitted by Legal Requirement.
  - b. Agency Appointment. Merchant directs Citcon to collect and process, on Merchant's behalf, Inward Payments made to Merchant. Merchant will inform the Buyer that Citcon will accept such payments on Merchant's behalf. Merchant acknowledges that any Inward Payment made to it through Citcon is treated as received by Merchant upon credit into a Citcon bank account, so that the Buyer's obligation is extinguished and there is no risk of loss to the Buyer if Citcon fails to remit the funds to Merchant.
  - c. Should Merchant elect to offer Affirm as an Alternative Payment Method, Merchant shall enter into a separate merchant agreement with Affirm that includes terms and conditions of making said Alternative Payment Method available to Buyers, including applicable terms around indemnification and liability (each such agreement, the "**Affirm Merchant Agreement**"). The Affirm Merchant Agreement incorporates the terms located at <https://www.affirm.com/terms/merchant-agreement> and governs the terms for the Affirm services. In the event of a conflict between this Agreement and the Affirm Merchant Agreement, the Affirm Merchant Agreement shall control as it relates to the Affirm services, and this Agreement shall control for all other purposes. For any Claim involving the Affirm services, Merchant agrees to look solely to Affirm under the Affirm Merchant Agreement and not to Citcon.
0. Inward Payments and Outward Payments. Citcon will value date and credit the Merchant Account with the value of an Inward Payment on the day on which Citcon receives the Inward Payment. Following receipt of an Authorized Instruction, Citcon shall promptly execute the relevant Outward Payment subject to the provisions of this Section 3.
- a. The submission of an Authorized Instruction constitutes Merchant's irrevocable consent and authorization to execute the relevant Outward Payment. Following receipt of an Authorized Instruction, Citcon will only execute the relevant Outward Payment provided that sufficient funds are available in the respective Citcon bank account for the completion of the relevant Transaction and the payment of the applicable Fees.
  - b. If Citcon reasonably believes that a Transaction or Payment may be fraudulent or otherwise contrary to Legal Requirements, or if otherwise instructed by the relevant Alternative Payment Provider, a bank associated with the relevant Payment, any competent court or Regulatory Authority, Citcon may: (i) debit the value of an Inward Payment from the Merchant Account and where appropriate return the value to the sender (and if sufficient funds are not available, Merchant must reimburse Citcon on demand); and/or (ii) refuse to execute an Outward Payment. Citcon will notify Merchant of the reason for such return or refusal as the case may be and provided that it is lawful to do so.

- c. If a Payment is effected other than in the designated currency of the relevant Citcon bank account, then in order to make the relevant credit or payment, as the case may be, Citcon will convert the relevant value either into the currency of the relevant Citcon bank account (for an Inward Payment) or into the requested currency of the Outward Payment, as applicable, in each case by reference to the exchange rate applicable.
0. Reversed Payments and Assessments. Upon its occurrence, each Assessment and Reversed Payment represents a debt immediately due and payable by Merchant to Citcon on demand, notwithstanding any termination of this Agreement or the Alternative Acquiring Services.
  - a. To the extent permitted by Legal Requirements, Citcon will notify Merchant (electronically or otherwise) as soon as reasonably practicable of any Assessments or Reversed Payments which have occurred or have been incurred.
  - b. Each Assessment and Reversed Payment will be charged to Merchant in the currency in which Citcon is required to pay the Assessment or Reversed Payment.
  - c. If Merchant wishes to dispute an Assessment or Reversed Payment, Merchant will do so in accordance with the applicable Legal Requirement and will provide Citcon with such evidence as Citcon or the applicable Alternative Payment Provider may reasonably require to investigate the disputed Assessment or Reversed Payment.
  - d. Merchant agrees that the relevant Alternative Payment Provider's decision regarding the validity and value of any Assessment or Reversed Payment will be final and binding. Citcon will not be required to investigate or defend the validity and/or value of any Assessment or Reversed Payment either before or following any such final determination by an Alternative Payment Provider.
5. Data. Merchant will not "store" at any time any account numbers or security codes associated with a Buyer's use of an Alternative Payment Method, or any other data that any Alternative Payment Provider mandates from time to time as data that cannot be stored.
  - a. Without prejudice to Section 8 of the Agreement, Merchant will retain legible copies of all Transaction Data for a minimum period of eighteen (18) months from the date of the relevant Transaction or disputed Transaction to which it relates.
  - b. Merchant will provide Citcon with copies of such Transaction Data relating to any Transaction or disputed Transaction as Citcon may request, in each case in such format as specified by Citcon and within ten (10) days of such request.
6. Indemnity. Without prejudice and in addition to any other rights and remedies available to Citcon under the Agreement, Merchant hereby indemnifies (and will keep indemnified) on demand, defends and holds harmless Citcon from and against any losses Citcon suffers or incurs as a result of, or in connection with any Transaction, Payment, Assessment and/or Reversed Payment.

7. Suspension and Termination. Without prejudice to any other rights, Citcon may immediately terminate this Agreement, or suspend or terminate the Services under this Agreement as a whole or part, by written notice to Merchant:
- a. Upon a material positive or negative fluctuation month-on-month in Merchant's Payment volumes or the average value of such Payments or the occurrence of such other event as may give rise, in Citcon's sole discretion, to a significant increase in its risk profile;
  - i. If Citcon otherwise considers in its sole and absolute discretion that the total value of Reversed Payments is excessive relative to expected volume; provided that, in respect of each of these events (a) and (b), account will be taken of historical figures and trends including seasonality of sales and yearly sales growth;
  - c. If Citcon reasonably considers that any act or omission of Merchant would ordinarily lead to Merchant being listed on an Alternative Payment Provider's High-Risk Merchants list or a Regulatory Authority blacklist;
  - d. Upon the occurrence of either a material Assessment or multiple Assessments; or
  - e. If so instructed by an Alternative Payment Provider or a bank associated with the relevant Payment.

Without prejudice to Section 7(e)(ii) of the Agreement, the following paragraphs of this Schedule 2 will continue to be enforceable notwithstanding termination of the Agreement: 1, 4, 5, 6 and 7.

8. Right of Audit.
- a. No more than once annually during the Term of this Agreement (unless prompted by a request from a Regulatory Authority or Alternative Payment Provider, or any event or events giving rise to a Security Breach pertinent to this Agreement), within twenty eight (28) days' written notice from Citcon, Merchant will: (i) permit Citcon and/or its duly authorized representatives to access during business hours such premises or systems on which Merchant's business trades or where Merchant's records or stock are located and to take and retain copies of all such records to ascertain if Merchant is performing its obligations hereunder; and (ii) provide all reasonable cooperation in relation to such audit.
  - b. Where such audit is undertaken at the specific request of an Alternative Payment Provider, Merchant shall pay any costs and charges incurred by Citcon in respect of such audit.

## SCHEDULE 3

### FUNDS REMITTANCE

THIS FUNDS REMITTANCE SCHEDULE (the “**Schedule 3**”) applies to Merchant’s use of the Funds Remittance Services (as defined below) pursuant to the terms of the Merchant Services Agreement (the “**Agreement**”) entered into by the Parties. If any provision contained in this Schedule 3 is in conflict with, or inconsistent with, any provision in any of the Agreement, the provision contained in this Schedule 3 shall govern and control.

1. Definitions. Except as otherwise defined in this Schedule 3, capitalized terms used herein shall have the meanings set forth in this Section 1 or as defined in the Agreement.
  - a. “**Funds Remittance Services**” means the receipt of Inward Remittances, processing of a Funds Remittance Instruction and/or the receipt and disbursement of Outward Remittances, in each case by Citcon in connection with Merchant and a Funds Recipient.
  - d. “**Inward Remittance**” means funds received into a Citcon bank account, originating from Merchant and intended for Funds Remittance Services.
  - e. “**Outward Remittance**” means a funds remittance transaction whereby Citcon transfers funds from a Citcon bank account to the designated bank of a Funds Recipient, in accordance with a Funds Remittance Instruction.
  - f. “**Reversal**” means an instruction initiated by the Merchant or Citcon to return funds for an existing funds remittance.
2. Funds Remittance Services. Merchant hereby appoints Citcon as its provider of Funds Remittance Services.
  - a. Initiation. Merchant will initiate a Funds Remittance Instruction to Citcon through the Merchant Account by identifying the Funds Recipient, amount to be remitted, and providing any other information as reasonably required by Citcon. Following receipt of a Funds Remittance Instruction, Citcon will only execute the relevant Outward Remittance provided that sufficient funds are available in the respective Citcon bank account for the completion of the relevant Transaction and the payment of the applicable Fees, including any currency conversions.
  - b. Processing Times. Funds Remittance Instructions received by Citcon before 4pm Pacific Time will be processed within the same Business Day. Funds Remittance Instructions received by Citcon after 4pm Pacific Time will be deemed received the following Business Day and will be processed accordingly. If a Funds Remittance Instruction does not fall on a Business Day (in the country in which the currency is being sold or bought, or transferred by the Service Provider as applicable), the Funds Remittance Instruction may be processed the following Business Day. If a Funds Remittance Instruction cannot be processed due to Force Majeure or unavailability of Citcon’s Service Providers, Citcon will use commercially reasonable efforts to process the Funds Remittance Instruction

soon upon resolution of the Force Majeure or resumption of availability by Citcon's Service Providers.

- c. Inward Remittance. Funds must be submitted to Citcon via wire or ACH transfers, and Merchant is solely responsible for any costs charged by the applicable financial institutions conducting the transfer.
  - d. Outward Remittance. Upon acceptance of a Funds Remittance Instruction, Citcon will initiate an electronic funds transfer from the Citcon bank account to the bank account of the Funds Recipient with the amount specified in the Funds Remittance Instruction, less applicable Fees, within the processing times specified in Section 2(b) herein. Merchant may check the status of the Funds Remittance Instruction via the Merchant Account. Citcon may, at its sole discretion or as directed by a Legal Requirement, impose a limit on the amount of funds Merchant may transfer at a time, and/or a limit on the number of transfers within a certain period.
  - e. Foreign Currencies. When a Funds Recipient's bank account is located in a country whose local currency is other than the currency Merchant is attempting to transfer, Merchant may be charged additional fees by their banking institution in connection with such remittance, including fees for currency conversion or cash advance fees. Citcon is not responsible for such fees, nor is it responsible for any processing delays that may result in connection with required currency conversions.
  - f. Reversals. Once funds are delivered to the Funds Recipient, a Reversal may not be possible even if an error is identified following said delivery. Merchant is fully responsible for the accuracy of the information provided to Citcon for each Funds Remittance Instruction.
  - g. Return of Funds. Merchant may request a return of balance funds to the Merchant Bank Account. Citcon will process Merchant's return request within ten (10) Business Days, less any applicable Fees.
3. Data. Merchant will not "store" at any time any account numbers or information associated with a Funds Recipient unless permitted under Privacy Laws.
- a. Without prejudice to Section 8 of the Agreement, Merchant will retain legible copies of all Transaction Data for a minimum period of eighteen (18) months from the date of the relevant Transaction or disputed Transaction to which it relates.
  - b. Merchant will provide Citcon with copies of such Transaction Data relating to any Transaction or disputed Transaction as Citcon may request, in each case in such format as specified by Citcon and within ten (10) days of such request.
4. Indemnity. Without prejudice and in addition to any other rights and remedies available to Citcon under the Agreement, Merchant hereby indemnifies (and will keep indemnified) on demand, defends and holds harmless Citcon from and against any losses Citcon suffers or incurs as a result of, or in connection with any Transaction, Inward Remittance, Outward Remittance and return of funds.

5. Suspension and Termination. Without prejudice to any other rights, Citcon may immediately terminate this Agreement, or suspend or terminate the Services under this Agreement as a whole or part, by written notice to Merchant:

- a. Upon a material positive or negative fluctuation month-on-month in Merchant's Funds Remittance Instructions or the average value of such Funds Remittance Instructions or the occurrence of such other event as may give rise, in Citcon's sole discretion, to a significant increase in its risk profile;
- b. If Citcon reasonably considers that any act or omission of Merchant would ordinarily lead to Merchant being listed on a Regulatory Authority blacklist; or
- c. If so instructed by bank associated with the relevant Funds Remittance Instruction.

Without prejudice to Section 7(e)(ii) of the Agreement, the following paragraphs of this Schedule 3 will continue to be enforceable notwithstanding termination of the Agreement: 1, 3, 4 and 5.

6. Right of Audit.

- a. No more than once annually during the Term of this Agreement (unless prompted by a request from a Regulatory Authority, or any event or events giving rise to a Security Breach pertinent to this Agreement), within twenty eight (28) days' written notice from Citcon, Merchant will: (i) permit Citcon and/or its duly authorized representatives to access during business hours such premises or systems on which Merchant's business trades or where Merchant's records or stock are located and to take and retain copies of all such records to ascertain if Merchant is performing its obligations hereunder; and (ii) provide all reasonable cooperation in relation to such audit.
- b. Where such audit is undertaken at the specific request of a bank associated with the relevant Funds Remittance Instruction, Merchant shall pay any costs and charges incurred by Citcon in respect of such audit.

## SCHEDULE 4

### GATEWAY SERVICES

THIS GATEWAY SERVICES SCHEDULE (the “**Schedule 4**”) applies to Merchant’s use of the Gateway Services (as defined below) pursuant to the terms of the Merchant Services Agreement (the “**Agreement**”) entered into by the Parties. If any provision contained in this Schedule 4 is in conflict with, or inconsistent with, any provision in any of the Agreement, the provision contained in this Schedule 4 shall govern and control.

1. **Definitions.** Except as otherwise defined in this Schedule 4, capitalized terms used herein shall have the meanings set forth in this Section 1 or as defined in the Agreement.
  - a. “**Acquirer**” means a recognized third-party bank or financial institution (or Citcon where acquiring services are provided by Citcon to the Merchant), including the entities listed in Schedule 9 hereto, which has an agreement with the Merchant to process the payment instructions received from the Buyer by intermediation of Citcon for the payment method selected by the Buyer and that, following Authorization, acquires the relevant Transactions and effects payment of the purchase price.
  - b. “**Authorization Request**” means the submission by the Merchant to the relevant Acquirer or Alternative Payment Method via the Gateway Service of Transaction Data for the purposes of validating a payment in respect of a Transaction.
  - c. “**Capture Request**” means the submission by the Merchant to the relevant Acquirer or Alternative Payment Method via the Gateway Service of Transaction Data after receipt of an Authorisation for the purposes of executing a payment instruction in respect of a Transaction.
  - d. “**Gateway Service**” means the provision of an online portal that *inter alia* supports the processing of Authorization Requests and Capture Requests over the internet.
  - e. “**Hosted Payment Pages**” means the Citcon hosted payment pages which may be utilized by the Merchant as part of the Gateway Service.
2. **Gateway Services.** Citcon will provide the Gateway Services to the Merchant in accordance with the terms of this Agreement.
  - a. **Processing Times.** Citcon does not guarantee any minimum response times in connection with online Authorization or availability of a specific payment method.
  - b. **Interface Updates.** Citcon may adjust the content and interfaces of the Gateway Service (including the Hosted Payment Pages, if applicable) to keep the Gateway Service up to date with market requirements. If such adjustments lead to a necessary change in software, interfaces or operating procedures at Merchant, Citcon will notify Merchant as soon as possible prior to the execution of such adjustments. Merchant shall be responsible

for its own costs with respect to such changes to its software, interfaces or operating procedures.

c. Where Merchant uses the Hosted Payment Pages to process Transactions, Merchant acknowledges and agrees that:

(i) it remains responsible for its own compliance with PCI-DSS rules, regulations and/or standards as required of it respectively, directly or indirectly, by applicable Payment Method Rules making bodies; and

(ii) where Merchant has customized the Hosted Payment Pages itself (or Citcon has done so at Merchant's request), Merchant is responsible for the content of the Hosted Payment Pages and indemnifies and holds Citcon harmless from any Claims regarding such content including infringement claims from third-parties.

3. Obligations of Citcon to Merchant. Upon receipt of an Authorization Request or Capture Request, Citcon will forward such request to the relevant Acquirer or Alternative Payment Method.

a. If a third-party Acquirer or Alternative Payment Method requires that Merchant is accepted by it before Citcon can process payment instructions from Buyers, Merchant will cooperate in providing such third-party with all requested information. Where the third-party Acquirer or Alternative Payment Method requires that Merchant has its own contract and/or connection number with it, Merchant will apply for this. If Merchant is not accepted and/or if the connection number is not granted to Merchant by the third-party Acquirer or Alternative Payment Method, Citcon will not provide the specific payment method offered by such third-party to Merchant. Citcon is not responsible for the above decision of the third-party.

b. Citcon may disconnect Merchant from any payment method that ceases to be provided by the relevant Acquirer or Alternative Payment Method. Citcon will promptly notify Merchant if a payment method is disconnected.

c. Citcon will not be liable for any failure of a third-party Acquirer or Alternative Payment Method to effect payment in respect of a Transaction, including the settlement of any proceeds.

4. Data. Merchant will not "store" at any time any account numbers or information associated with the Gateway Service unless permitted under Privacy Laws.

a. Without prejudice to Section 8 of the Agreement, Merchant will retain legible copies of all Transaction Data for a minimum period of eighteen (18) months from the date of the relevant Transaction or disputed Transaction to which it relates.

c. Merchant will provide Citcon with copies of such Transaction Data relating to any Transaction or disputed Transaction as Citcon may request, in each case in such format as specified by Citcon and within ten (10) days of such request.

5. Indemnity. Without prejudice and in addition to any other rights and remedies available to Citcon under the Agreement, Merchant hereby indemnifies (and will keep indemnified) on demand, defends and holds harmless Citcon from and against any losses Citcon suffers or incurs as a result of, or in connection with any Transaction or disputed Transaction.
  
6. Survival. Without prejudice to Section 7(e)(ii) of the Agreement, the following paragraphs of this Schedule 4 will continue to be enforceable notwithstanding termination of the Agreement: 1, 2(c), 3(c), 4 and 5.

## **SCHEDULE 5**

### **PRICING SCHEDULE**

In consideration for the Services provided in the Agreement and applicable Schedules, Merchant shall pay Citcon the following Fees. In the case of all Fees described herein, any accrued Fee that would, by its terms, become due and payable following the end of the Term of the Agreement or the related Schedule shall be deemed to be due and payable on the last day of such Term.

[INCLUDE TABLE, MAY NEED TO FLIP THIS PAGE HORIZONTALLY]

**SCHEDULE 6**

**MERCHANT GROUP COMPANIES**

Merchant	Place of Incorporation	Registered Address	Applicable Services

## SCHEDULE 6 – APPENDIX A

### FORM OF ACCESSION AGREEMENT

This Accession Agreement (the “**Accession**”) is made on [●] (the “**Accession Effective Date**”) between:

1. [MERCHANT GROUP COMPANY], a [STATE] [company] (the “**Affiliate**”);
0. [MERCHANT], a a [STATE] [company] (the “**Parent**”); and
3. [CITCON USA LLC, a California limited liability company (“**Citcon**”)]  
[CITCON CANADA CORPORATION, a BC company (“**Citcon**”)]  
[CITCON UK LIMITED, a UK private limited company (“**Citcon**”)]  
[CITCON TECHNOLOGY AUSTRALIA PYT LTD, an Australian private company (“**Citcon**”)]  
[HANGZHOU SHENGKANG NETWORK CO. LTD, a Chinese limited liability company (“**Citcon**”)]

together the “**Parties**” and each a “**Party**”.

#### WHEREAS:

- A. Citcon entered into a Merchant Services Agreement dated [●] with the Parent for the purposes of providing varied services for transactions in which (i) a Buyer purchased goods or services from Parent, and (ii) Parent remits funds to Funds Recipients (the “**MSA**”).
- B. The Affiliate wishes to obtain the services the subject of the MSA from Citcon on the terms and conditions of the MSA.
- C. This Accession is accordingly entered into supplemental to the MSA to permit the Affiliate to receive services from Citcon on the terms of the MSA, in accordance with the terms herein.

Capitalized words and phrases used in this Accession shall have the meaning given to them in the MSA, unless otherwise defined in this Accession.

In consideration of Citcon agreeing to provide the Services and the Affiliate agreeing to pay the Fees related to the Services, the Parties agree as follows:

1. With effect from the Accession Effective Date, the Affiliate hereby agrees that it will observe, perform and be fully bound by and assume the benefit of the provisions of the MSA in all respects as if it were an original party to the MSA, and all references to the Merchant in the MSA shall be deemed to include the Affiliate.
0. With effect from the Accession Effective Date, Citcon hereby agrees to provide the Services to the Affiliate on the terms of the MSA.
0. The Fees payable by the Affiliate to Citcon in respect of the Services shall be [as specified in the

**Pricing Schedule to the MSA/as set out in the Schedule to this Accession]**.

- 0. Accordingly, the Parties hereby agree that as and with effect from the Accession Effective Date, each Party will perform its respective obligations in accordance with the provisions of the MSA.
- 0. Termination of this Accession shall not terminate the MSA.
- 0. This Accession constitutes the entire agreement and understanding between the Parties in respect of its subject matter and supersedes all other prior representations, arrangements, understandings and agreements relating to the same subject matter, (whether oral or in writing, express or implied), other than any securities or written pledges, undertakings or assurances which the Affiliate may previously have given to Citcon as a condition precedent or in anticipation of this Accession. Each Party acknowledges that in entering into this Accession it does not rely on any statement, representation, warranty or understanding other than those expressly set out in this Accession.
- 0. This Accession may be made and executed in any number of counterparts, which together constitute one agreement.
- 0. This Accession and any dispute will be governed by and construed in accordance with Section 13 of the MSA.

IN WITNESS WHEREOF, the Parties hereto have executed this Accession as of the Accession Effective Date.

**[INSERT SIGNING BLOCKS]**

**SCHEDULE 7**

**MERCHANT REGISTRATION FORM - NHNKCP**

*[Citcon will ensure each Merchant completes and signs a merchant registration form substantially in the form as set out below.]*

**MERCHANT DETAILS**

Full legal name	.....
Registered address	.....
Registration number	.....
URL	.....
Merchant Product / Services (for allocating MCC code)	.....
Description of Services	Manual capture merchant account required for all payment methods, 3DS Required, USD or KRW Transaction Initiation Currency (find out from merchant), Payment Methods (Card, Bank Transfer, Naver Pay, Payco)
Citcon Requirements from KCP	<p>Please email back to Citcon the following credential once the merchant account has been set up on KCP end: 1. corp_id 2. hpp_site_code 3. hpp_site_key 4. direct_site_code 5. direct_site_key 6. group_id (we want the same group_id for all of our merchants)</p> <p>Redirect account for card and bank transfer and direct for e-wallet.</p> <p>Also, please add the following email address to the merchant portal so that Citcon can receive dispute requests and contact the merchant: risk_control@citcon-inc.com</p>

Merchant wishes to be provided with the use of payment methods (the “**Payment Methods**”) supported by NHNKCP Co, Ltd. a company registered in Republic of Korea under company number 113-85-21083, whose registered office is at 5F Woolim e-Biz Center 28, Digital-ro 33gil, Guro-gu, Seoul, Korea (hereafter “**KCP**”), via the payment processing services of Citcon USA LLC (and its Affiliates) with as registered address 4500 Great America Parkway, Suite 250, Santa Clara, CA 95054

United States (hereafter “**Citcon**”).

Merchant hereby expressly confirms that it wishes NHNKCP to settle funds for payment transactions submitted by Citcon to NHNKCP for the Payment Methods to the bank account of Citcon.

Merchant expressly acknowledges that after NHNKCP has made settlement to the bank account of Citcon, NHNKCP is no longer responsible for such funds. Citcon will subsequently ensure settlement of such funds to Merchant in accordance with the terms agreed between Citcon and Merchant.

**SIGNED FOR ACCEPTANCE BY MERCHANT**

Name of representative:

Title:

Date:

## SCHEDULE 8

### CANADA MERCHANT SUPPLEMENT FOR CITCON CANADA CORPORATION

THIS CANADA MERCHANT SUPPLEMENT (the “**Schedule 8**”) applies to Canadian-based Merchant’s use of the Services pursuant to the terms of the Merchant Services Agreement (the “**Agreement**”) entered into by the Parties. If any provision contained in this Schedule 8 is in conflict with, or inconsistent with, any provision in any of the Agreement, the provision contained in this Schedule 8 shall govern and control.

1. Service Adjustments and Agreement Modifications. Section 3(c) of the Agreement is deleted in its entirety and replaced with the following:

Citcon may modify the provisions of this Agreement from time to time by giving Merchant at least thirty (30) days’ prior written notice if (i) there is a change to Legal Requirement that affects the Services but only to the extent required to comply with such change; or (ii) in respect of any line item of pricing contained in the Pricing Schedule, including any reductions in applicable domestic PCNO fees if not passed on in full to Merchant. Upon receiving Citcon’s notice, Merchant will be entitled to terminate this Agreement immediately by providing written notice to Citcon, provided that Merchant’s notice is served upon Citcon within seventy (70) days after the effective date of the modification. Otherwise, Merchant will be deemed to have accepted any such modification with effect from the date seventy (70) days after the effective date of the modification.

The terms of Section 3(c)(ii) herein do not apply to increases to any line item of pricing contained in the Pricing Schedule made in accordance with pre-determined schedules, such as those based on Merchant sales volume or the end of a promotional offer or period, as specified in the Pricing Schedule. For the avoidance of doubt, Citcon may make updates to the Services, which may require Merchant action to use the new or updated Services, including, but not limited to, Merchant’s acceptance of additional terms. In such instances of updates to the Services, Merchant shall not have the right to terminate this Agreement.

2. Term and Termination; Effect of Termination. Section 7(a) of the Agreement is deleted in its entirety and replaced with the following:

The Term of this Agreement shall commence on the Effective Date and, unless earlier terminated in accordance with this Section 7, continue until the end of the Initial Term. Thereafter, unless either Party notifies the other Party in writing within forty-five (45) days prior to the end of the Initial Term or any Renewal Term, as applicable, of its desire for this Agreement not to be renewed, contemporaneously with the end of the Initial Term or such Renewal Term, as applicable, the then-current Term shall automatically renew for six (6) additional months (a “**Renewal Term**”). The Parties agree that, except as otherwise set forth herein, Citcon shall not be required to perform any Services after the expiration of the Term of this Agreement.

**SCHEDULE 9**

**THIRD-PARTY ACQUIRER LIST**

**BANK DISCLOSURE**

**Member Bank (Acquirer) Information:**

Acquirer Name: East West Bank  
Acquirer Address: 135 N. Los Robles Ave., Pasadena, CA 91101,  
Acquirer Phone: Phone (888-761-3967)

**Important Bank Responsibilities:**

- A Visa member is the only entity approved to extend acceptance of Visa products directly to a merchant.
- A Visa member must be a principal party to the merchant agreement.
- The Visa member is responsible for, and must provide settlement funds to, the merchant.
- The Visa member is responsible for all funds held in reserve that are derived from settlement.
- The Visa member is responsible for educating merchants on pertinent Visa Rules with which merchants must comply.

**Merchant Information:**

Merchant Name: \_\_\_\_\_  
Merchant Address: \_\_\_\_\_  
Merchant Phone: \_\_\_\_\_

**Important Merchant Responsibilities:**

- Ensure compliance with cardholder data security and storage requirements.
- Maintain fraud and disputes below thresholds.
- Review and understand the terms of the merchant agreement.
- Comply with Visa Rules.

Merchant Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

**Important Merchant Responsibilities:**

- Ensure compliance with cardholder data security and storage requirements.
- Maintain fraud and disputes below thresholds.
- Review and understand the terms of the merchant agreement.
- Comply with Visa Rules.

The responsibilities listed above do not supersede terms of the merchant agreement and are provided to

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