

1 Preliminary Remark

These Special Terms and Conditions for WeChat, together with the "Agreement on the Acceptance and Settlement of Alternative Payment Services", apply to the acceptance and settlement of payment transactions of the payment service provided by Tenpay Payment Technology Co. (hereinafter: "Tenpay"), a company with its registered office in the People's Republic of China, under the name of WeChat Pay Wallet (hereinafter: "WeChat").

2 Description of the WeChat Payment Service

2.1Payment Instrument

Tenpay enables its registered users to pay for goods and services at approved merchants using a mobile wallet that serves as payment instrument.

2.2 Making Payment Transactions

WeChat payment transactions can be made either by scanning a code generated in the WeChat app by an authorized terminal or by scanning a code generated by the terminal with the customer's mobile device. During the scanning process by the terminal, the transaction data is transferred to Tenpay via Verifone. When scanned by the payer, the data is forwarded to Tenpay via the network operator of the payer's mobile terminal. The authorization or rejection of a payment transaction by Tenpay is always made via Verifone to the CP's terminal.

3 Reporting and Disbursement

3.1 Reporting by Tenpay

On working days of the People's Republic of China, Tenpay compiles a list of the payment transactions submitted on the previous day and, if applicable, additional days if these were public holidays in the People's Republic of China and these transactions have therefore not yet been recorded in a report. Tenpay pays out to Verifone the total amount of the submitted payment transactions recorded in the report, less charges. However, the times of pay-out by Tenpay to Verifone may vary. CP is aware that this may also cause the payment to CP to vary by time.

3.2 Reporting by Verifone and Disbursement

Verifone shall provide CP with a list of the payment transactions recorded by Tenpay based on the report prepared by Tenpay. Payment to CP shall be made upon receipt by Verifone of the amount paid out by Tenpay at the agreed payment interval. Unless otherwise agreed with CP, the fees charged by Tenpay and Verifone and any claims for reimbursement of expenses by Verifone shall be deducted from the payment.

4 Refunds by CP; Unauthorized Payments

4.1Refunds by CP

The CP may initiate a refund up to 90 days after the date of the payment transaction by means of a refund if the payer has a legal or contractual right to a refund. In case of payment transactions for certain services in connection with air travel, the period for refunds may exceptionally be 365 days. CP must instruct Tenpay to refund the amount to the payer via Verifone. CP shall inform the payer of any time limits of a refund right.

4.2Unauthorized Payments

If Verifone informs CP of an unauthorized or otherwise fraudulent payment transaction, CP agrees to provide Verifone, within three (3) business days of Verifone's request, with such evidence of the transaction as is reasonably available, including product names, prices, and other relevant proof that the good or service has been properly delivered or rendered, including, without limitation, video footage (e.g., CCTV), receipt, and name and contact information of the payer who made the payment.

If, based on the review by Verifone the unauthorized payment was due to CP's (or its employee's or its vicarious agent's) fraud, willful misconduct, or negligence, or in the event CP fails to provide Verifone with the transaction evidence as required above, then CP shall be responsible for the amount of the unauthorized payment.

4.3Risk Mitigation

In the event the amount of unauthorized payments during a particular month is excessive, as reasonably determined by Verifone, Verifone may require CP to take such steps as are reasonably necessary to reduce the likelihood of future unauthorized payments.

5 Obligations of the CP

5.1 Further Information

In addition to the master data, CP shall also provide proof of official permits where necessary for the conduct of business.

Upon request by Verifone, CP shall provide Tenpay with additional information if necessary. This includes information on the products and services sold by CP. CP shall be obliged to truthfully satisfy all declarations or information obligations vis-á-vis Verifone or Tenpay. CP shall immediately notify Verifone of any inaccurate information or statements if it subsequently becomes aware of their inaccuracy.

5.2Marketing, Logo

CP must display the Tenpay/WeChat mark at the point of sale in compliance with the Tenpay guidelines. This means, among other things, that the Tenpay/WeChat logo must be presented in the same way as other payment methods (placement, size of the logo, etc.). Tenpay logos and materials may only be used for the purpose of indicating acceptance of the payment method.

5.3Prohibited Products and Services

CP acknowledges and agrees that it is prohibited from accepting payment for transactions which are prohibited by applicable laws, which violate Tenpay's internal policies, or which would result in Tenpay being considered to have breached any applicable laws. Accordingly, CP agrees not to accept payment any product or service that is prohibited or restricted from being sold with WeChat under applicable law, including, without limitation, the products and services listed on Annex 1 to these Special Terms and Conditions. CP represents and warrants that, to the best of its knowledge, none of the goods or services sold by it infringes



upon any third party's rights and interests, including, without limitation, intellectual property rights and proprietary rights.

CP may not instruct or support WeChat users in carrying out risky or illegal activities or transactions, such as credit card fraud, money laundering, spying on payment instrument data, application fraud, or splitting of payment amounts.

5.4Keeping of Proof of Performance and Proof of Fulfilment, Disclosure

CP shall keep all relevant information on payment transactions (e.g. on the store, product, purchase price, currency, video recordings and, if applicable, the name of the customer, merchant receipts, proof of performance and proof of fulfilment such as delivery notes and receipts) in a securely protected place for a period of five (5) years from the date of the payment transaction and shall make it available to Verifone on request within three (3) business days.

If CP is required by Verifone to hand over transaction evidence to Tenpay, Tenpay may also pass these on to vicarious agents, supervisory authorities, or government agencies if Tenpay is obligated to disclose this information to the afore-mentioned agencies.

5.5Confidentiality

The confidentiality agreed upon in clause 13.1 of the Alternative Payment Methods Agreement also applies to confidential information from or about Tenpay.

CP may not issue a press release or other publications relating to Tenpay or WeChat without having first obtained the consent of Tenpay via Verifone.

5.6Prevention of Money Laundering

CP shall comply with all applicable laws on anti-money laundering, counter-terrorism financing and sanctions. Tenpay may impose reasonable limitations and controls on CP's ability to utilize the WeChat Service, including but not limited to rejecting payments, or to restrict the WeChat Service or suspend it entirely for certain or all transactions or customers and prospective customers of CP. Tenpay may, for the purposes of complying with the relevant and suspicious transaction reporting tipping-off requirements under applicable laws, report suspicious transactions to the relevant authorities without informing Verifone or CP.

5.7Proper Management

CP shall ensure that its business is conducted properly and in accordance with applicable laws and that sufficiently trained, qualified and supervised staff is employed for this purpose.

6 Changes to the Scope of Service; Transaction Limit; Special Reasons for Termination

6.1Changes to the Scope of the WeChat Payment Service

Tenpay has the right, at its sole discretion, to suspend certain functionalities of its service or to discontinue them completely with reasonable notice if it becomes apparent that there is a particularly high risk of unauthorized or fraudulent payments. This may lead, among other things, to a change in payment methods and/or limits and/or involved

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payment service providers that are available to users of the Tenpay payment service.

6.2Transaction Limit

CP is aware that Tenpay is entitled to introduce a transaction limit for CP. The transaction limit is at the discretion of Tenpay and depends on the type of CP's business and the goods and services sold. Verifone shall inform CP of the transaction limit and shall be entitled to adjust it upon prior notice.

CP acknowledges and agrees that Tenpay shall be entitled, in its sole discretion, to apply a limit to the value of any transactions at CP, based on the types of goods and/or services provided by the CP. Tenpay shall notify CP of the applicable trading limit and shall be entitled to adjust such trading limit upon notice to the CP.

6.3Special Reasons for Termination

If CP has not submitted a payment transaction within ninety (90) days after activation of the WeChat Service, Verifone shall be entitled to terminate the acceptance and settlement of the WeChat Service to CP with 30 days' notice at the request of Tenpay.

If the number of unauthorized or fraudulent transactions at CP is particularly high in one month, Verifone may also suspend or terminate the acceptance of WeChat transactions.

This translation is provided for the CP's convenience only. The original German text of the General Business Conditions is binding in all respects. In the event of any divergence between the English and the German texts, constructions, meanings, or interpretations, the German text, construction, meaning or interpretation shall govern exclusively.



Annex 1: Prohibited Categories

Subject to the laws, statutes, ordinances, regulations, rules applicable in China and approval of SAFE, the transactions listed below are prohibited for cross-border WeChat Pay Services:

- 1. Transactions related to:
 - a) Narcotics, steroids, certain controlled substances or other products which expose the consumer to the risk of safety defects;
 - b) Drug paraphernalia;
 - c) Car sales;
 - d) Virtual currency;
 - e) Immigration services;
 - f) Services of an auditing company or law firm;
 - g) Auctions;
 - Purchased items that encourage, promote or facilitate others to engage in illegal activities or instruct them to engage in illegal activities;
 - Participation in hatred, violence, racism or other forms of intolerance which are discriminatory or financial exploitation through crime;
 - j) Obscene or pornographic goods;
 - k) Sexually oriented materials and/or services;
 - I) Ammunition, firearms and/or certain parts or accessories of firearms or;
 - m)Weapons and knives that are subject to licensing under applicable laws and regulations.
- 2. Transactions that:
 - a) involve the disclosure of personal information about third parties in violation of applicable laws and regulations;
 - b) support pyramid or Ponzi schemes, matrix programs, other "get-rich-quick" systems or certain multi-level marketing programs;
 - c) are connected with the purchase of annuity, real estate or lottery contracts, advance payments on goods, offshore banking, auctions or other financial investments;
 - d) collect payments on behalf of CPs through payment processors;
 - e) involve currency exchange or cheque cashing transactions;
 - f) involve insurance transactions;
 - g) involve offering or receiving payments for the purpose of bribery and/or corruption.
- In relation to sales of products and/or services have been identified by government agencies as being highly likely to be subject to fraud.
- 4. May violate applicable laws, statutes, ordinances and/or regulations.