

ALIPAY SERVICE CONTRACT

This Contract is made and entered into by and among (Company Name) with its registered office located at Country: (Registered Address)

and Alipay.com Co., Ltd. (支付宝 (中国) 网络技术有限公司) (hereinafter referred to as "Party B"), a corporation organized and existing under the laws of the People's Republic of China (Hereinafter referred to as PRC or China), with its registered office located at Room 103, Building C, 525 Xixi Road, West Lake District, Hangzhou City, Zhejiang Province, PRC and CHINASEO LTD (hereinafter referred to as "Party C"), a corporation organized and existing under the laws of HONG KONG, with its registered office located at A2F TRUST TOWER, 68 JOHNSTON RD. WAN CHAI. HONG KONG . Party A and Party B and Party C shall hereinafter be referred to individually as a "Party" and collectively as the "Parties"

Whereas,

Party A wishes to purchase Alipay Service from Party B, Party B wishes to provide Party A with Alipay Service and Party C wishes to provide its integration service to facilitate Alipay Service herein.

Now therefore ,

In consideration of the premises and covenants described hereinafter, Party A and Party B and Party C agree as follows:

Part 1: Services purchased by Party A , Settlement Model & Party B's Bank Account Information

Table 1: Services purchased by Party A (Items of the boxes ticked shall prevail)

√ Non-Escrow Services	Alipay	Domain name of Party A's Website: <u>www.</u>	
Net Interface Type	<input type="checkbox"/> WEB Interface		<input type="checkbox"/> WAP /APP Interface
Payment Interface Type	Login Type		
√ Instant Payment (Advanced)	<input type="checkbox"/> Standard Login <input type="checkbox"/> Express Login		<input type="checkbox"/> Standard Login
Funding Sources	Fixed Service Fee Rate		
√ Express Checkout √ Small Balance Express Checkout (Service) √ Alipay Account Balance √ Online Banking Payment Through Outlets √ Others	<input type="checkbox"/> WEB Interface, 3.5% of each Transaction Value, from which Service Fee will be immediately deducted by Party B.		<input type="checkbox"/> WAP /APP Interface, 3.5% of each Transaction Value from which Service Fee will be immediately deducted by Party B.
Remarks	For the Term of this Contract, when making payment to Party A through this service on Party A's website, Users may only select the Non-Escrow Alipay Service (namely conducting e-Commerce transactions on Users' immediately available fund basis only, excluding Party B's intermediary credit service for fund collection and payment).		

Table 2 Settlement Model and Service Fee for Settlement (Items of the boxes ticked shall prevail)

✓ Settlement Per Amount	Party B shall not charge Party A for Settlement Per Amount model.		
□ Settlement Per Period		Service Fee For Settlement:	In respect of each settlement currency of settlement Per Period, Party A shall pay Service Fee for Settlement within 10 days as of Effective Date. If Party A's average weekly (monthly/quarterly) Settlement Funds are still less than 5000 USD in the original contract period, Party A shall pay USD\$500/200/100 within 10 business days of the contract renewal period as the extra Service Fee For Settlement to Party B.
	□ Weekly	USD\$500/year	
	□ Monthly	USD\$200/year	
Settlement Rules	□ Quarterly	USD\$100/year	<ol style="list-style-type: none"> 1. If Party A selects Settlement Per Amount model, within 2 working days as of the day Party A's Settlement Funds aggregates to Settlement Limit for each Settlement Currency listed in Appendix I hereto, Party B shall convert RMB it collected to the corresponding Settlement Currency and complete the relevant formalities for remitting the amount payable to Party A to the bank account under Party A's name designated by Party A. 2. If Party A selects Settlement Per Period model, within 2 working days as of the last day of each Settlement Period, Party B shall convert RMB it collected to the corresponding Settlement Currency and complete the relevant formalities for remitting the amount payable to Party A, in the Settlement Currency listed in Appendix I hereto, to the bank account under Party A's name designated by Party A. 3. If Party A fails to receive the aforementioned payable amount in a timely manner due to any reason whatsoever, it may produce the relevant bank reconciliation statement and thereupon request Party B to inquire the issue with its clearing bank. Within three working days after receiving such request from Party A, Party B shall deliver a written explanation of the specific reason(s) for Party A's failure to receive the payment, and provide Party A with all necessary cooperation and assistance in order to resolve the issue.
Remarks	Party B will settle with Party A in accordance with settlement information listed in Appendix I attached hereto. Appendix I shall be the basis of calculating extra Service Fee for Settlement.		

Table 3: Party B's Bank Account Information:

	Name of bank designated by Party B	Name of account holder:	Account number:	SWIFT code
Bank account	CHINA MERCHANTS BANK HANGZHOU BRANCH	Alipay.com Co.,Ltd	571904478 210901	CMBCCNBS28 1

Party B's Bank address: No.488 Wensan Rd, Hangzhou, Zhejiang province, PRC.

The terms and conditions of this Alipay Service Contract ("Contract") are included on the following pages herein. In WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized respective representatives.

Party A:

By Signature.....

Print Name: _____

Title: Owner/ CEO

Date: _____ 2014

Company Chop (if any): _____

Party B: Alipay.com Co., Ltd.

By (Signature): _____

Print Name: _____

Title: _____

Date: _____

Company Chop: _____

Party C:

By (Signature): _____

Print Name: Mr. Beat Z'Graggen

Title: Director: Switzerland, ChinaSEO HK LTD.

Date: _____ 2014

Company Chop (if any): _____

Part 2: Content of Contract

Chapter 1: Definition

"Alipay Service": shall mean the "Alipay" software system provided by Party B to Party A, as well as the services of collecting Payment in RMB from Users, converting such RMB Payment into Settlement Currency and settle such Settlement Currency to Party A; thereby, enabling Users, including but not limited to Users located in PRC, to conduct e-Commerce transactions on Party A's websites or online stores with Party A. Specific terms selected by Party A in Tables of Part 1 shall prevail.

"Users": shall mean the natural persons, legal persons and other organizations who have completed membership registration at Party B's designated websites (*www.alipay.com*), thereby obtaining an account (Alipay Account), and purchase goods and/or services (individually or collectively referred to as "Product") on Party A's Website via Alipay Services.

"Payment": shall mean the payment collected by Party B on behalf of Party A and made by Users for purchasing Product via Alipay Service.

"Payment Service Fee": shall mean service fee Party B charges Party A for Party A's using Alipay Service.

"To-be-settled Funds": shall mean the residual funds equivalent to Payment less Payment Service Fee.

"Refunds": shall mean funds deducted from To-be-settled Funds and returned by Party B to Users afterwards, subject to Party A's instruction.

"Settlement Limit": shall mean the standard of amount for settlement agreed by Party A and Party B in respect of each Settlement Currency.

"Settlement Period": shall mean the standard of period for settlement agreed by Party A and Party B in respect of each Settlement Currency.

"Settlement Currency": legal tender of a certain country agreed by Party A and Party B and listed in Appendix I as currency for settling funds between Party A and Party B. Each currency shall be consistent with the currency labeled on the Product sold on Party A's Website.

"Settlement Funds": In the Settlement Model of Settlement Per Amount, when reaching or exceeding Settlement Limit, To-be-settled Funds less Refunds become Settlement Funds. In the Settlement Model of Settlement Per Period, To-be-settled Funds less Payment Service Fee and refunds become Settlement Funds upon the expiration of each Settlement Period.

"Party A's Website": shall mean the website on which Party A uses Alipay Service.

"Express Checkout (Service)": shall mean the service provided by Party B that upon the support of Party A's website system to Party B's Express Checkout Services used by a Party B's user shopping on Party A's website, such Party B's user may complete the deduction of the amount directly from his bank card connected to his Alipay Account and afterwards make payment, conveniently and quickly by inputting payment password for his Alipay Account (sometimes a mobile phone verification code is required simultaneously). Immediately funds available rules shall be applied to Express Checkout Service.

"Express Login (Service)": shall mean service provided by Party B that upon the support of Party A's website system to Party B's Express Login Services, A User who uses this service may log onto Party A's website only with his member account name and password for his Alipay account (namely there is no need for the User to register a membership on Party A's website).

"Unauthorized Payment": shall mean payment of credit card chargeback, stolen bank card and transactions by non-bank card-holder or non-Alipay Account-Holder claimed by Users who seemingly conduct e-Commerce purchase at the website of Party A through Express Checkout Service.

“Rate of Unauthorized Payment”: shall mean the quotient of the amount of Unauthorized Payment divided by the accumulated Transaction Value of Express Checkout from the Effective Date of this Contract.

“Instant Payment Interface”: shall mean the interface which supports the instant payment model. Upon confirmation of payment by the payer, the amount paid will instantly arrive at the Alipay Account of the payee. Party B will not provide Escrow Service; all risks and responsibilities shall be addressed and shouldered by the payer and the payee themselves. The standard instant payment interface (does not allow refunds) and advanced instant payment interface (allows refunds) are distinguished by the lack or presence of “refund” feature on the interface provided for Party A by Party B. Once Instant Payment Interface is opened, the Small Balance Express Checkout (Service) (a User’s payment limit thereof per transaction and day is 500 RMB) is also opened simultaneously. Details of content of the service and its rules are stated in this Contract. The concessional rate of payment by Aliapy account balance is also applied to the Small Balance Express Checkout (Service). However, Party B is entitled to terminate its provision of the Small Balance Express Checkout (Service) according to needs of its business development and risk control. Particularly, only under the circumstance that Party A ticks and selects the Express Checkout (Service), a User’s payment limit thereof per transaction and day may exceeds 500 RMB.

“Transaction Value”: shall mean the total amount of the Payment made by Users to Party A for purchasing products provided by Party A including freight, tax and any related fee.

“Working(Business) Day” : shall mean any calendar day excluding weekend days (Saturdays and Sundays) and any national holidays in PRC. However, a “day” hereunder means any calendar day.

“Affiliate” : shall mean an entity, including but not limited to any natural person, partnership, joint venture, limited company or other forms of enterprises inside and outside China, which is (i) directly or indirectly controlling such Party; (ii) under the same direct or indirect control with such Party; or (iii) directly or indirectly controlled by such Party. For these purposes, an entity shall be treated as being controlled by another if that other entity has fifty percent (50%) or more of the votes in such entity, is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.

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

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

long as such event(s) persist.

“Contract Date” : shall mean the date when the duly authorized representative of Party A or Party B or Party C signs this Contract later than his or her counterparts involved herein and Contract Date shall be written or printed under the signature of such representative on Party 1 herein.

“Effective Date”: shall mean the date when any item of Alipay Services selected by Party A herein actually is available and accessible to Party A or Party A’s Website, thereby Party A being able to use such Alipay Service.

Chapter 2: Terms of Contract

Section 1 Service Items Provided by Party B to Party A

1 Security Encryption

In order to facilitate Party A to use Party B's services, Party B shall provide high-quality encrypted access for network transmission, including but not limited to the availability to Party A’s interface for information transmission, configuration safety transmission protocol, selected backstage management, and etc.

2 Alipay Services

3 Provision of Information

3.1 With respect to each transaction with a User, after Party B has confirmed the receipt of the payment from the User, Party B shall immediately issue a notice on receipt of payment to Party A through the system, upon which Party A will start the delivery process of the goods or services purchased to such User. Thereafter, After 2:00 am of each day, Party A could inquire and download the list of the recorded transactions pertaining to the preceding working day which are associated with Party A (Party A's Clients) and for which payments have been made by Party B's Users (hereinafter referred to as the "List"). This List is the basis for calculation of the amounts payable by Party B to Party A. If there is any transaction on the List for which the transaction notice has not been served by Party A, the delivery of goods for that transaction shall be made based on the List.

3.2 The email boxes designated by the Parties for business purpose correspondence in connection with this Contract shall be as follows:

Party A:@.....

*note: You will receive immediate notification of Ali-payments to this address.

We advise setting up “Alipay @ yourbusiness.com” account.

Party B: overseas@alipay.com

Party C: rb@chinaseo.com, ch@chinaseo.com

3.3 The Parties acknowledge and confirm all important notice or Party A’s application related to performing this Contract (for business purposes rather than legal proceedings) shall be delivered through email boxes listed in Paragraph 3.2, Article 3, Section 1, Chapter 2 hereof (if necessary, Party B may require Party A to send written notice to confirm or a separate written agreement between the Parties shall prevail). All the emails delivered through the aforementioned email boxes shall constitute valid notices and have legal effect. Any inconsistency incurred in relation to the delivered information shall be subject to determination

based on the contents transmitted from the aforementioned email boxes, provided that a separate written agreement between the Parties afterwards shall prevail.

- 3.4 Party A may **only** apply for adding or changing the domain name of Party A's Website, adding Settlement Currency or changing or adding the following items through the email boxes listed in Paragraph 3.3, Article 3, Section I, Chapter 2 hereof: Name of Beneficiary Bank, Address and Host Country of Beneficiary Bank, Name of Account Holder, Account Number, SWIFT Code, IBAN, Settlement Limit, Settlement Period.

Section 2 Representations, Warrants, and Covenants

Each Party hereby represents and warrants to the other Party that, as of the date of execution and effectiveness of this Contract,

- 1 it is an independent legal person duly incorporated and validly existing under the laws of, and in compliance with the regulations of, the jurisdiction of its domicile or incorporation; and
- 2 it has all necessary rights, authorizations and approvals required for the execution and performance of this Contract.

Each Party hereby represents, warrants, and covenants to the other Party that, throughout the effective term of this Contract,

- 3 it shall maintain its legal and valid independent legal person status, as well as all the necessary rights, authorizations, and approvals required for the performance of this Contract;
- 4 the terms of this Contract shall constitute its legally binding obligation; and
- 5 the execution and performance of this Contract is not in violation of, and does not result in a violation of, or constitutes a breach of, any provision of its articles of association, business license, by-laws, or rules, or any of the laws, regulations, rules, authorizations and approvals of the governmental authorities or departments, or any provision of the contracts to which it is a party or which is binding upon it.

Section 3 Rights and Obligations

1 Rights and Obligations of Party A

- 1.1 Party A shall provide relevant truthful ID information to Party B, including, among others, a briefing of basic business operations, photocopy of the business license, and enterprise email address (but not individual email address). If there is any change to any of the aforementioned information, Party A shall notify Party B in writing within three working days after the change, and bear all the liabilities for inaccurate, untrue, outdated, and incomplete ID information.
- 1.2 Party A shall be solely liable for the complaints, goods rejections, and disputes arising out of the illegal, false, outdated or incomplete transaction information contained on the website(s) of Party A. The goods traded at Party A's Website shall not fall into articles prohibited or restricted from sale under the laws and regulations of People's Republic of China. Which are listed in Appendix II *Prohibited and Restricted Product List*, or Party B shall have the right to refuse to provide the Alipay Services for this transaction. If Party A causes any such transaction to be completed by deceit, concealment, or otherwise, it shall indemnify Party B for any losses arising therefrom.
- 1.3 Party A shall present a truthful description of Party B's software system and service contents on its website pages, and direct the users to access Party B's software system through Party A's Website for submitting service applications. Party A shall not obtain Party B's services in the name of Party A for any other

- party, or make use of the payment interface provided by Party B for performing any commercial or non-commercial services for other websites or enterprises.
- 1.4 Party A shall permit Party B to present, where necessary, the relevant transaction information to Party B's regulatory authorities and cooperative banks for examination and verification, and Party A shall have the obligation to maintain the proofs for each transaction (for example, proof of delivery) within one year after the completion of the transaction for Party B's review, provided that Party B shall advise Party A of the names of such cooperative banks and regulatory authorities to which such information is presented.
 - 1.5 If any refund to Users is required, Party A shall effectuate such refund in a timely manner. Party A shall indemnify Party B for any litigation, complaints, claims, losses, damages, and expenses sustained by Party B due to trade disputes between Party A and Users, as well as counsel fees, legal costs, arbitration fees, and such other reasonable costs as incurred for claiming rights and interests.
 - 1.6 Except for the websites specifically agreed in this Contract, Party A shall not use the Alipay Services on any other websites of Party A, and shall not divulge, transfer, or grant, with or without compensation, the interface technologies, security protocol and certificate to any other website or enterprise for its use.
 - 1.7 Party A shall ensure that it will properly use the Alipay transaction management system provided by Party B, and shall create appropriate computer software programs and service procedures with respect to order handling and goods delivery or service provision in accordance with Party B's system and service process.
 - 1.8 When Party B requests to modify any of the content listed in Appendix I through email boxes stipulated in Paragraph 3.3, Article 3, Section 1, Chapter 2 hereof, Party B shall provide all information under the head of the table. If only part of the information is provided, Party B is entitled to require Party A to reconfirm or directly fill in the missing information which is necessary for settlement in accordance with the information Party A already holds. Any inconvenience or loss incurred accordingly, including failure or delay of funds' reaching, shall be borne by Party A. All Settlement Currency information shall remain , except for Party A's request of canceling any of the the Settlement Currencies.
 - 1.9 If a User claims for refusing to pay for any transaction due to Unauthorized Payment, Party A shall actively provide relevant proofs in accordance with Party B's requirement to prove that Party A has properly delivered the goods or provided services in accordance with such underlying transaction order, including but not limited to logistics certificate, shipping certificates, receipt, address, name and contact information of the recipient; as well as product names and prices. The specific proof is subject to Party B's decision in accordance with Party A's industry. If Party A fails to provide such proofs or proofs provided by Party A are not consistent with the requirement of standards of the industry Party A's Client resides in, Party A shall indemnify and hold harmless Party B from and against any and all losses, damages and expenses.
 - 1.10 Should the amount of Unauthorized Payment reach or exceed RMB5000 but is less than RMB20,000 and the Rate of Unauthorized Payment reach 0.001%, Party B is entitled to inform Party A to strengthen supervision and require Party A to provide feedbacks of the supervision measures Party A has taken within 5 working days. If Party A fails to provide such feedbacks within the required period, or the Unauthorized Payment amount reaches RMB 20,000 and above and the Rate of Unauthorized Payment reaches or exceeds 0.001%, Party B reserves the

right to terminate Express Checkout Service unilaterally.

- 1.11 As the language Party B uses to share information of users with Party A is Chinese, Party A's system must be able to identify and process the information in Chinese in order to support the Express Checkout Service and/or Express Login Service. If the failure of Party A's system to identify and process information in Chinese results in the inability to use the Express Checkout Service and/or Express Login Service, Party B shall not be deemed to be in breach of contract.
- 1.12 Provided that the services with which Party B provides Party A include the Express Login Service, when users log onto Party A's Website, this service will provide Party A with some of the registration information of Users (including but not limited to email address). The aforementioned information constitutes Confidential Information of Party B. Party A and its affiliates must bear confidentiality obligations for such confidential information. If Party A needs to disclose such information to its affiliates, it shall obtain written consent from Party B. Party A represents and warrants at the same time that the use of such information by Party A and/or its affiliates is only to facilitate Users' purchase or use of the products provided on Party A's Websites. Party A and/or its affiliates shall not use such information for any other commercial or non-commercial purposes, nor use such information provided by Party B to generate Party A's website register member list and offer it to Users so that Party A may bypass Party B's Express Login Service and directly sell products to Users, as the result of which, Users will not use the payment solution of Party B to make payment.
- 1.13 Party A shall not provide Users with any payment solutions other than Party B, during when and after Users are logging into Party A's Websites by using the Express Login Service. For the avoidance of doubt, Party A may provide any payment methods without restriction to Users before such Users log into Party A's Website by using the Express Login Service, and after they logs out Party A's Website by using the Express Login Service. In the event Party A breaches the above obligation and such breach has not been cured within five (5) days after Party A receives written notice from Party B, Party B is entitled to immediately and unilaterally terminate to provide the Express Login Service to Party A without bearing any liability in that connection.
- 1.14 Party A shall only use Alipay Service hereunder to collect Payment for the following products:(Product sector). In the event that Party A uses Alipay Service hereunder to collect payment for products other than those mentioned above, Party B is entitled to terminate this Contract or suspend its provision of any part of Alipay Service and Party A shall indemnify Party B from any loss, damages, fines, costs incurred by Party B.

2 Rights and Obligations of Party B

- 2.1 Party shall be responsible for construction, operation and management of Alipay software system.
- 2.2 Party B shall assist Party A in solving the refund issue raised by Users due to any reason.
- 2.3 Party B shall make available business consultation and liaison telephone lines and ensure that all Party A's questions in its use of Party B's payment platform shall be replied at any time during the working hours. Party B shall also timely resolve all the relevant issues arising between the Parties during the process of data check and fund circulation.

- 2.4 During the validity period of this Contract, Party B shall not refuse to pay any amount payable by it to Party A for any reason, and shall undertake and covenant to carry out independent accounting and maintain separate accounts in respect of all amounts payable to Party A.
- 2.5 Party B shall complete on schedule the formalities for outward remittance of the amounts payable by it under this Contract in strict accordance with the agreed stipulations set forth in this Contract, provided that Party B shall not be required to undertake any liability for breach of contract if any amount payable by it fails to be paid to Party A on schedule for a reason on the part of Party A or any of the Users, or due to regulation restrictions.
- 2.6 Party B undertakes not to divert, at its discretion, any of the funds payable to Party A without the written consent of Party A, and guarantees that such funds shall not be affected by any attachment, judgment, or other legal actions, except as a result of a reason on the part of Party A.
- 2.7 If Party B enters into bankruptcy or liquidation, the amounts payable to Party A shall not be incorporated into the scope of bankruptcy or liquidation as part of the bankrupted or liquidated assets, and Party A shall have the right to collect such amounts at any time upon notice to Party B.
- 2.8 As to Express Checkout Service, Party B is entitled to, in accordance with its partnership with the bank, make changes to supported credit card types and the payment limit of each type of credit card that the User uses to make payment. The specifics are subject to the User's credit card type and the amount of funds allowed during Users' payment to Party A.
- 2.9 Party B is entitled to suspend or terminate, at any time, the Express Checkout Service provided for Party A, or lower the Express Checkout payment limits for users in accordance with the requirements of risk prevention.

3 Rights and Obligations of Party C

Party C shall assist Party A to integrate and maintain the Alipay Merchant Tool Interface, and to solve all kinds of problems during the usage of Alipay service.

Section 4 Settlement and Refund

1. The basis for settlement between the Parties is the List provided by Party B to Party A and the bank reconciliation statement of Party A.. Party B shall remit the Settlement Funds payable to Party A to the bank account of Party A designated in this Contract. Party A shall bear the relevant losses arising from the incorrect information of its bank account. Any fees charged by clearing banks for transferring the Settlement Funds to the bank account of Party A, except for fees charged by Party B's paying bank, shall be borne by Party A. Party A shall bear the shortfall of the Settlement Funds received by it due to the banks.
2. The amounts of Service Fees and Refunds shall be deducted from the To-be-settled Funds for their purposes hereunder. Party B shall settle the Settlement Funds to Party A in accordance with this Contract afterwards.
3. If a Refund is required due to the failure of Party A to provide any product to a User for a reason on the part of Party A, Party B will deduct the relevant transaction fund from the To-be-settled Fund of Party A according to Party A's instruction. If Party A's To-be-settled Fund maintained at Party B is not sufficient to pay the refund, Party B will assist with the refund after Party A's To-be-settled Fund maintained at Party B reaches the amount of the Refund. Where a User directly requires Party B to refund, Party B shall first try to contact Party A to negotiate the case through contact information listed

in Part 2, Chapter 2, Section 11 herein, if such trial fails or Party A does not respond, in 15 days of such failure of contact or non-respond Party B may make refund directly to the User without bearing any liability. Party B shall not charge any service fee in respect of its deduction of refund from Party A's To-be-settled Fund and making a refund to Users, provided that Party A shall bear the costs for asking Party B to make refund by other means.

4. Party A understands and agrees that, in all events, Party B only accepts refund instructions from Party A within 90 days from the date of any transaction, except for air travel products (for example, air ticket) agreed by both Parties, where a refunding period of 365 days is applicable.

Section 5 Confidentiality

1. Ownership of Confidential Information. All right, title, and interest to the Confidential Information of Discloser, as between the Parties, will remain in Discloser. Discloser may use such Confidential Information for any purpose without obligation to Recipient. Nothing contained herein shall be construed as granting or implying any transfer of rights to Recipient in the Confidential Information, or any rights of patents or other intellectual property.
2. Obligations of Confidence. Each Party, as Recipient, agrees to treat and hold the Confidential Information of the other Party, as Discloser, in the strictest confidence and not to use it other than in connection with the concluding this Contract or performing its obligations hereunder. Each Party, as Recipient, shall employ all reasonable steps to protect the Confidential Information of the other Party, as Discloser, from unauthorized or inadvertent disclosure or use, including but not limited to at least such steps that Recipient takes to protect its own confidential and highly sensitive information. Each Party, as Recipient, agrees that, without Discloser's prior written consent, it will not provide copies of or otherwise disclose the Confidential Information of the other Party, as Discloser, to any person (including, but not limited to, the media, any corporation, partnership, group, individual or other entity) other than those of its officers, directors, advisers, employees or agents (collectively, its "Representatives") to whom it needs to disclose such information, in order for Recipient to conclude or performing this Contract. Each Party, as Recipient, agrees to inform such persons of the confidential nature of such Confidential Information and to require them to treat such information in accordance with the terms of Obligations of Confidence as if they were parties thereto. Each Party acknowledges that it shall be responsible for any breach by its Representatives of the terms of this Contract.
3. Exclusions. The term "Confidential Information" shall not include information that: (a) is or becomes generally available to the public, other than as a result of a disclosure or other fault by Recipient or any of its Representatives (as defined below), (b) was rightfully in Recipient's possession free of any obligation of confidence at or subsequent to the time such portion was communicated to Recipient by Discloser, or (c) was developed by Recipient independently of and without reference to any information communicated to Recipient by Discloser. Furthermore, a disclosure by Recipient of Confidential Information of Discloser, (i) in response to a valid order by a court or other governmental body, or (ii) otherwise required by law, shall not be considered to be a breach of this Contract by such Recipient; provided however that Recipient shall provide prompt prior written notice thereof to Discloser to enable Discloser to seek a protective order or otherwise prevent such disclosure, that Recipient shall limit the extent of such disclosure solely to the extent required by such order or law, and that Recipient shall use its reasonable best efforts to ensure that such disclosed information is treated strictly confidentially by the recipients thereof.

4. Return or Destruction. Upon the request of Discloser for any reason, Recipient will promptly (i) return to Discloser or (ii) destroy (and certify in writing the destruction of) all Confidential Information of Discloser along with all copies, summaries and extracts thereof (including but not limited to any notes, memoranda, notebooks, drawings, records, reports, files, documented source and object codes and other documents and all copies or reproductions of such materials) in Recipient's possession or under Recipient's control, whether prepared by Recipient or others.
5. Remedies. Discloser may institute appropriate proceedings against Recipient and/or Recipient's Representatives to enforce its rights to Confidential Information. Discloser agrees that money damages may not be a sufficient remedy for any violation of the terms of Confidentiality and, accordingly, Discloser shall be entitled to seek specific performance and injunctive relief as remedies for any violation. These remedies shall not be deemed to be the exclusive remedies for a violation of the terms of Confidentiality but shall be in addition to all other remedies available to Discloser at law or in equity.
6. Under no circumstance will Party A disclose "Party B's Users Information" to any third party without prior written consent of Party B and this obligation survives the termination of This Contract for any reason without time limit. "Party B's Users Information" means the unique log-in information a user of Party B's system uses to make payments through Party B
7. Without prejudice to Party2, Chapter 2, Section 6, Article 6, either Party shall undertake its confidential obligations stipulated in this section during validity period of this Contract and 3 years as of the day of termination of this Contract for any reason.
8. Party A shall not make any press announcements or publicize the Contract or any part thereof or the fact that discussions are being held with Party B in any way, except with the written consent of party B.

Section 6 Validity Period and Termination of Contract

- 1 The validity period of this Contract shall be from Effective Date to [August 2015]. If neither Party expresses an intention to terminate this Contract one month prior to the expiry of this Contract, the validity period of this Contract shall be automatically renewed for one year.
- 2 Upon the occurrence of any of the following, either Party may forthwith terminate this Contract, and the non-breaching Party may hold the breaching Party liable for its breach:
 - 2.1 Either Party is in breach of any of the provisions of this Contract, or fails to perform any of its obligations, and does not rectify such breach within the reasonable time after the other Party has issued a written notice.
 - 2.2 Either Party is in serious breach of any of the provisions of this Contract during the validity period of this Contract.
 - 2.3 As required by the laws and regulations of the People's Republic of China or stipulations of relevant governmental authorities, the transaction arrangement for the Alipay Services under this Contract becomes illegal or unenforceable, or this Contract must be subject to a substantial modification on such account, but such modification is not acceptable to Party A or Party B or renders impossible the performance by Party A and/or Party B under this Contract.
 - 2.4 No agreement between the Parties on performing this Contract is concluded upon Force Majeure Event negotiation stipulated in Part 2, Chapter 2, Section 9, Article 2 herein.
- 3 Without prejudice to other rights of Party A under this Contract, if Party B enters into bankruptcy, or becomes subject to liquidation or dissolution procedures, or winds up, or

becomes unable to repay its debts when due, Party A may early terminate or revoke this Contract at any time.

- 4 The termination and revocation of this Contract shall not affect the performance of any payment obligation already accrued under this Contract.

Section 7 No Waiver

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

Section 8 Settlement of Disputes

All disputes arising from the execution, interpretation, or performance of this Contract shall be settled by the Parties through friendly consultation. If such consultation fails, either Party shall have the right to submit the disputes to the court where Party B resides for the first instance.

Section 9 Liabilities for Breach of Contract

- 1 If either Party fails to observe any of its warrants, covenants or other provisions contained in this Contract, such failure shall be deemed as a breach of this Contract. The breaching Party shall be liable for indemnifying the other Party for all its direct losses arising from such breach. Either party shall not be liable for any of indirect, accidental loss or opportunity loss.
- 2 For non-performance or delay in performance caused by any Force Majeure Event, neither party shall be liable for damages of the other party to the extent caused by such Force Majeure Event, except for any Force Majeure Event occurring during delay of the Party's delay of performing its obligations hereunder. Upon Force Majeure Event, the affected Party shall give the other part written notice with 5 days as of the day Force Majeure Event occurs and raise the relevant proof. Both Parties shall negotiate on the issue of performing this Contract.
- 3 For the normal operation of websites, Party B's designated website (www.alipay.com) shall be subject to regular or irregular shutdown maintenance and technical detection. As to any outage of the normal services resulting therefore, Party A shall give understanding, and shall not claim that the same constitutes a breach of contract by Party B.

Section 10 Survival and Severability

- 1 Either Party's confidentiality obligation hereunder shall survive the termination of this Contract for any reason in accordance with stipulations in Part 2, Chapter 2, section 6 and section 7.
- 2 Party B's obligation of settling any of Settlement Funds due before termination hereof for any reason shall survive the termination and revocation of this Contract and such funds shall be settled by Party B to Party A in accordance with this Contract.
- 3 A judicial determination that any provision of this Contract is invalid, in whole or in part shall not affect the enforceability of those provisions unaffected by the finding of inability.

Section 11 Notice and Service

- 1 All notices required to be given under this Contract shall be in writing, including letters, facsimiles, emails, announcements on Party B's designated website(s), etc. A notice from either Party to the other Party shall be deemed effectively given if the notice is sent to the

designated address or email box of such other Party as set forth in this Contract.

- 2 The designated address of each Party shall be as follows, and, if there is any change to the designated address of either Party, such Party shall immediately notify the other Party of such change in writing (the following email address is only used for daily contact about common affairs of performing this Contract):

Party A's designated address for notices:

Client name:

Client address:.....

Email:

Contact person.....

Telephone:

Party B's designated address for notices: Block B, Huanglong Times Plaza, No. 18 Wantang Road, Hangzhou City, Zhejiang Province, PRC.

Email: fengyan.qin@alipay.com

Postal Code: 310099

Contact Person: Amy Qin

Telephone: 86-571-26888888-77507

Party C's designated address for notices:

A2F Trust Tower, 68 Johnston Road,Wan Chai, Hong Kong

Email: rb@chinaseo.com, and, ch@chinaseo.com

Contact person: Mr. Beat Z'Graggen

Telephone:+41 (0) 41 799 80 99

- 3 All written notices set forth above shall be deemed effectively given, if delivered via facsimile or in email, on the date when the notice is sent out; or, if delivered by a registered mail, on the fourteenth day after posted; or, if delivered by personal delivery, on the date of such personal delivery.

Section 12 Miscellaneous

- 1 These terms and conditions shall be binding on, and inure to the benefits of, the Parties and their respective successors and permitted assigns.
- 2 The terms and conditions contained in this Contract comprise the entire agreement and mutual understanding between the Parties with respect to the subject matter of this Contract, and shall consolidate and supersede all prior agreements, mutual understandings, and representations. No supplement or amendment hereto shall be effective unless made in writing and with the seals of the Parties.
- 3 This Contract shall be governed by the laws of the People's Republic of China(mainland). In the absence of a clear legal provision in respect of a certain particular matter relating to this Contract, the matter shall be handled by reference to the generally accepted international business practices and/or industrial practices.
- 4 Except as otherwise provided herein, the time herein refers to the local time of Beijing, China, namely GMT+8 hours.
- 5 This Contract shall have four counterparts, two of which shall be held by each Party. This Contract shall become effective upon Effective Date.

6 This Contract is composed of the main text, Appendix I Settlement Currency and Beneficiary Bank Account Information and Appendix II Prohibited and Restricted Product List, which are indivisible parts of this Contract.

[No text next in this page]

Appendix I Settlement Currency and Beneficiary Bank Account Information

Settlement Currency	Name of Beneficiary Bank	Address and Country of Beneficiary Bank	Name of Account Holder	Account Number	SWIFT code	IBAN	Settlement Limit	Settlement Period
USD							5000	
EURO							3500	
AUD							6000	
CHF							5000	

Signature or chop of Party A: _____

*note: if no Settlement period is requested, then Alipay will pay immediately into merchant account once the minimum settlement amount has been received by Alipay.

This Appendix I shall be with the signature of the authorized representative of Party A or the chop of Party A.

Appendix II Prohibited and Restricted Product List

- Prohibited Items
 - DRUGS and drug-related raw materials;
 - NARCOTIC DRUGS and psychotropic substances, radioactivity drugs, toxic drugs for medical treatment, medicine for drug rehabilitation, and pharmaceutical preparation by medical institution;
 - ESPIONAGE EQUIPMENT or devices such as those for eavesdropping or secret photographing;
 - PORNOGRAPHIC MATERIALS and sexual services;
 - Any publication, document or information with content of REACTIONISM, pornography, race or religious discrimination and other content prohibited by law;
 - Any form of FIREARMS, ammunition and other related items, such as firearms, imitation firearms (such as replica gun), bullets(or cannonball), silencers, gun powders, guns with narcotic injection, as well as related products such as brochures, packages, etc.;
 - KNIVES, such as daggers, three square knives (including three square scrapers for machine processing), flick knives with a self-locking device (jump knives), as well as other similar single-blade, double-edged and three square knives;
 - Other WEAPONS, such as crossbows, steel and lead shots, etc ;
 - HAZARDOUS MATERIALS, such as explosives, radioactive materials, flammable gases, liquids and solids, and toxic substances;
 - Any item that might be used to ENDANGER others, infringe others' interest or for illegal purpose, such as picklock, anti-speed radar detector, anti-photo radar equipment, stun guns, etc.;
 - POLICE-RELATED and military items and equipment, such as surveillance and bugging devices, police uniforms and badges, handcuffs, police vehicle lighting and sirens, police-related equipment;

- GAMBLING machines, such as slot machines, perspective mahjong and poker, etc;
 - REFURBISHED mobile phones, laptops and computers;
 - SATELLITE and cable TV scrambler, such as Smart Card Programmers, Smart Cards, Descramblers, and Hardware or Software DSS Emulators;
 - GOLD, silver and other precious metals (not including jewelry);
 - FINANCIAL products and financial instruments including inheritance of property, money transfers, issuing bank guarantees and letters of credit, credit cards, debit cards, bills, loans, fundraising and funding for personal investment purposes, stocks, funds, bonds, or other securities etc.;
 - Any form of INVOICES, lotteries;
 - CURRENCY, not including trading of invalidated currency or currency that is not in circulation, for collection purpose;
 - TEXTILE QUOTA;
 - CRUDE OIL;
 - WILD FAUNA, protected animals of China, living organism, internal organs, body parts, skins, hides, specimens and other manufactures of endangered animal, especially ivory and sea turtle products; rare wild flora and its manufactures protected by any laws or regulations; endangered species listed in the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES);
 - PRESCRIPTION veterinary products and drugs, such as Sentinel, Revolution, Heartgard, Interceptor, etc.;
 - Any item that may INFRINGE others' intellectual property, such as counterfeit of famous brand, products violating others' copyright or patent;
 - HUMAN PARTS and remains, not including hairpiece;
 - Any item containing the image, name, or signature of another PERSON;
 - BULK email or mailing lists that contain personally identifiable information including names, addresses, phone numbers, fax numbers and email addresses; any software or tools which are designed or used to send unsolicited commercial email;
 - Any item ILLICITLY ACQUIRED, such as from smuggling, theft or robbery;
 - Any form of GOVERNMENT documents ,such as identification card, personal files, permits, letters of recommendation, any kind of certificate of degree, etc.;
 - Any FORGERY and distortion such as false documents, bills, currency, coins, licenses and permits;
 - Products that apply provisions of Chinese laws and regulations about PERMIT administration but cannot provide related permit;
 - Any item under certain compulsory QUALITY OR SECURITY standard or rule of Chinese laws and regulations fail to accord with such standard or rule;
 - Any item prohibited by any laws and regulations, or considered improper by Alipay according to SOCIAL MORALITIES and conventions, such as second-hand underwear, etc.
- Restricted Items
 - CIGARETTES and other tobacco products;
 - MEDICINE, medical devices and equipment, not including prohibited items;

- ADULT erotica products;
- Devices and equipment which can be operated EXCLUSIVELY with related qualification or permission from the government, such as radio transmitter, dish satellite antenna, etc.