

AIMY Merchant Services Sdn. Bhd.

Antom Online Merchant Services Agreement (EPOS360)

Terms and Conditions

By proceeding and using the Application, the entity that does so (the "**Merchant**") agrees to be bound by the Antom Online Merchant Services Agreement (the "**Agreement**"). The Agreement is effective and binding between the Merchant and AIMY Merchant Services Sdn. Bhd. ("**Antom**", together with the Merchant, the "**Parties**" and each a "**Party**") on and from the Effective Date.

1. Agreement Content; Agreement Priority and Acceptance of this Agreement

1.1 Agreement Content

The Agreement consists of:

(a) the Merchant Contract Details, comprising of the application form and information provided by the Merchant during the initial sign-up and onboarding process on the Application ("**Merchant Contract Details**");

(b) the Payment Methods Webpage, available on the sign-up page of the Application setting out, amongst others, information on Payment Methods including without limitation pricing, settlement timing and other salient features of the Payment Methods provided to the Merchants from time to time (the "**Payment Methods Webpage**");

(c) these Terms and Conditions, including Schedule A hereto (*Definitions*), the latest version of which is available for reviewing by the Merchant at <https://render.antom.com/p/c/180021490000001772/index.html?agreementId=IG00103326&env=prod> (the "**Terms and Conditions**");

(d) the online documentation, which comprises of:

- (i) the AMS Terms Definitions, which are definitions applicable to the Online Documentation (the "**AMS Terms Definitions**");
- (ii) the AMS Terms and Conditions, which are the terms and conditions applicable to the use of AMS (the "**AMS Terms and Conditions**");
- (iii) the Payment Methods Terms of Use, which are the terms applicable to the use of specific Payment Methods (the "**Payment Methods Terms of Use**");
- (iv) the Prohibited and Restricted Sales List, which set out the products and services that are prohibited or restricted from using the AMS (the "**Prohibited and Restricted Sales List**");
- (v) the Optional Services Terms and Conditions, which apply when the Merchant selects and uses the specific Optional Service(s) (the "**Optional Services Terms and Conditions**"); and
- (vi) such other documents posted from time to time,

each available at the Antom Acquiring Solutions webpage (https://global.alipay.com/docs/ac/Platform/ac_solutions, or any successor website) (the "**AMS**");

Webpage”), as may be amended or supplemented from time to time by updating the terms on the AMS Webpage (collectively, the **“Online Documentation”**). By proceeding and using the Application, the Merchant acknowledges the receipt and acceptance of the Online Documentation.

1.2 Acceptance of this Agreement

(a) This Agreement is entered into between you and us. By proceeding and using the Application, you accept and agree to be bound by this Agreement. If you do not accept any terms and conditions of this Agreement, you must not use or immediately cease use of the AMS or access to the Application.

(b) We may vary this Agreement (or any part of this Agreement) in accordance with Clause 5 (*Variations*) from time to time and by continuing to access the Application and/or use the AMS following such variations, you agree to be bound by any updated version of this Agreement (or the relevant part of this Agreement). If you do not agree to the updated version of this Agreement (or the relevant part of this Agreement), you must not access the Application or use the AMS.

2. Due Diligence with respect to the Merchant; Prohibited Goods and Services

2.1 Due Diligence for Onboarding Purposes

Antom is required to perform merchant underwriting, including KYC, under Relevant Laws, its policies and procedures, and Scheme Requirements. Before Antom provides AMS to the Merchant, the Merchant shall provide Antom with all information requested by Antom in the due diligence questionnaires and application forms (howsoever named) for purposes of onboarding, including without limitation information about the financial status, products and/or services, processing arrangements, shareholders (and ultimate beneficial owners), solvency and liquidity status of the Merchant and the Merchant Outlets (if applicable), regulatory licenses and registrations required for the Merchant’s business and the Merchant Outlets (if applicable) and any other information requested by Antom (such information, as updated from time to time pursuant to Clause 0 or 0, the **“Due Diligence Information”**). The Merchant hereby warrants and represents to Antom that the Due Diligence Information is true and accurate, complete and up-to-date. The Merchant will notify Antom in writing of any material changes to or inaccuracies in the Due Diligence Information (including for the avoidance of doubt any changes or inaccuracies in relation to Merchant’s ultimate beneficial owner(s) or foreseeable regulatory enforcement) as soon as possible and in any event within 30 calendar days after becoming aware of such material changes or inaccuracies.

2.2 Ongoing due diligence

From time to time, Antom may conduct periodic due diligence review and/or ad hoc due diligence review and/or request for certification on the Merchant and each Merchant Outlet (if applicable), e.g., in relation to its financial strength and stability, risk and fraud management, AML and Sanctions controls, KYC information and data security. The Merchant shall promptly provide such information and co-operation as is reasonably requested by Antom in relation to such due diligence.

2.3 Disclosure of Due Diligence Information

(a) The Merchant authorizes Antom to submit the Due Diligence Information to the relevant Payment System Operator solely for the purpose of gaining access to relevant Payment Method(s) for the Merchant and the Merchant Outlets (if applicable), and to any intermediary or service provider which facilitates Antom’s access to the relevant Payment Method for the Merchant and the Merchant Outlets (if applicable) and processing of Transactions under AMS, and acknowledges and agrees that the relevant Payment System Operator or intermediary or service provider may submit the Due Diligence

Information to the Payment Method Provider of relevant Payment Methods who may in turn provide the Due Diligence Information to Government Agencies for the purposes of obtaining approvals to enable the Merchant and the Merchant Outlets (if applicable) to access the Payment Method. In addition, the Merchant authorizes Antom to submit the Due Diligence Information to Government Agencies upon receipt of request from the Government Agencies in order for Antom to be compliant with the Relevant Laws or Government Agencies' orders.

(b) In the event that the Merchant wishes to procure any other services from Affiliates of Antom, the Merchant authorizes Antom to submit the Due Diligence Information to such Affiliate, on behalf of the Merchant. The Merchant acknowledges and accepts that as data controller, such Affiliate may further process, use, transfer and/or disclose the Due Diligence Information to its Affiliates, intermediaries and/or service providers in its ordinary course of business, pursuant to the terms and conditions (including privacy policy) accompanying its services.

2.4 Information Undertaking

To use AMS, the Merchant represents and warrants to Antom that any information delivered to Antom under this Agreement is correct and that in case any damages or errors occur from Antom's performance of AMS which is in accordance with the information delivered by the Merchant, the Merchant shall not claim for any damages against Antom and/or shall be solely responsible for such damages or errors with its Users.

2.5 Prohibited and Restricted Sales List

The Merchant shall not use AMS for payment of goods or services where it is illegal to offer or provide those goods or services under Relevant Laws of the Merchant's country or territory or in the countries or territories where its customers are located, or where the sale of such goods or services do not commonly fall within the MCC as identified by the Merchant to Antom. Further, the Merchant shall not use AMS for payment of any prohibited goods and services in the Prohibited and Restricted Sales List and in the prohibited sales list in the Payment Methods Terms of Use for the Payment Methods selected by the Merchant. The Merchant shall not use the AMS for payment of any restricted goods and services in the Prohibited and Restricted Sales List and in the restricted sales list in the Payment Methods Terms of Use for the Payment Methods selected by the Merchant unless the Merchant has obtained the prior written approval of Antom and satisfies on an ongoing basis all conditions imposed by Antom.

3. Services

3.1 Antom Merchant Services

Antom will provide the Merchant with the following services (collectively, "**Antom Merchant Services**" or "**AMS**") in accordance with the terms and conditions set out in the Agreement, Relevant Laws and Scheme Requirements:

- (a) electronic payment processing for transactions;
- (b) reconciliation and settlement of transactions with the Merchant; and
- (c) such other services that Antom may make available to the Merchant and as selected by the Merchant on the Application and accepted by Antom from time to time, subject to additional terms and conditions that may govern the provision of such services.

3.2 Optional Services

If the Merchant has selected Optional Services in the Application and/or at any time uses any Optional Services, Antom's provision of, and the Merchant's use of, such selected optional services is subject to the relevant terms and conditions set out in the Optional Services Terms and Conditions.

3.3 Authorization

The Merchant authorises Antom or its designees to (i) receive payments related to Transactions; and (ii) give effect to Refunds, Chargebacks and Deductions.

3.4 AMS Payment Products

With respect to AMS, Antom offers to the Merchant and the Merchant accepts the following AMS payment products to enable processing of Payments to the extent such products are selected in the Application:

(a) "Online Payment" product

Cashier payment, where the Merchant redirects the Users to the Payment Method Provider's website or application, or directly requests the Users on the Merchant's payment page, to confirm the Transaction details and authorise the Payment.

(b) "In-Store Payment" product

In-Store Payment, where:

- (i) the Merchant recognises a machine-readable payment code presented by the User at a Merchant Outlet to initiate a Payment (i.e., user-presented mode) or where the User uses an application provided by a Payment Method Provider to recognise a machine-readable code presented by the Merchant at a Merchant Outlet to initiate a Payment (i.e., merchant-presented mode); or
- (ii) the Merchant uses an Acceptance Device managed by the Merchant at a Merchant Outlet to read a Payment Device to complete a Payment; or
- (iii) the Merchant uses an Acceptance Device managed by the Merchant at a Merchant Outlet to authenticate the User through biometric identifiers (such as facial recognition or palm scanning) that are linked to the User's Payment Device to complete a Payment.

3.5 Payment Methods

(a) The Merchant may enable the Payment Methods as set out in the Payment Methods Webpage, which shall be further subject to approval by Antom in its sole discretion. Upon approval by Antom, Antom agrees to provide access to such selected Payment Methods that are available, in accordance with the Agreement, Relevant Laws and Scheme Requirements. The Merchant acknowledges that support for each Payment Method is subject to acceptance by the relevant Payment Method Provider, which the Payment Method Provider may deny, withhold or withdraw at their discretion at any time.

(b) Notwithstanding Clause (a) above, Antom may discontinue or change its support of any Payment Method in certain circumstances, including, without limitation, if a Payment System Operator imposes materially different Scheme Requirements, substantially increases fees and charges, or substantially

changes its Payment Method, or if Antom's support of any Payment Method is reasonably determined by Antom to be likely to bring about undue risk to Antom or the Merchant (including, without limitation, risk of non-settlement, fraud, regulatory penalty or data breach). Antom will use reasonable endeavours to (i) give prior written notice of any additional, discontinued, or changed support of any Payment Method; and (ii) if available, offer an alternative for any discontinued Payment Method to the Merchant.

3.6 Settlement

(a) For purposes of the Agreement, the settlement day ("**Settlement Day**") with respect to each Payment Method is as specified on the Payment Methods Webpage.

(b) Subject to Clause (d) below, Antom will, for each Settlement Currency, make the settlement(s) to the Settlement Account on the Settlement Day after deducting all Refunds, Chargebacks, Service Fees, Assessments and Deductions as set out in the Settlement Report for such Settlement Day, the aggregate sum received from the relevant Payment System Operator(s) or Payment Method Provider(s) intended for the Merchant ("**Net Settlement Amount**");

(c) For the avoidance of doubt, Antom may make multiple settlements on the Settlement Day if the selected Payment Methods have different Settlement Cycles and thus there may be multiple settlement reports available for the Merchant's records.

(d) If the Net Settlement Amount is:

- (i) negative which means the Net Settlement Amount is an amount due to Antom from the Merchant, then (A) upon Antom's request, the Merchant will initiate the transfer of such Net Settlement Amount in the Settlement Currency to Antom's designated settlement account immediately upon receipt of invoice from Antom, failing which default interest shall accrue on the overdue amount from the due date up to the date of actual payment at the rate of 1.5% per month or (B) Antom may postpone the payment to a subsequent Settlement Day and deduct such negative Net Settlement Amount from the amount to be settled on such subsequent Settlement Day ; or
- (ii) a positive amount but less than the Minimum Net Settlement Amount, such Net Settlement Amount shall be retained until the next Settlement Day where the Net Settlement Amount (including such retained Net Settlement Amount) due to the Merchant in the applicable Settlement Currency is equal to or greater than the Minimum Net Settlement Amount.

(e) Antom is only obliged to settle the Net Settlement Amount to the Merchant in respect of Payments for which Antom has sent Payment Confirmation to the Merchant to the extent that Antom has received settlement(s) from the relevant Payment System Operator(s) or Payment Method Provider(s).

(f) Antom may defer settlement of the Net Settlement Amount to the Merchant and/or suspend processing of all or any Payments, Refunds or Chargebacks if Antom is required to do so by a valid subpoena, court order or binding order of Government Agency(ies); or if Antom reasonably suspects that a Transaction may be (i) fraudulent, (ii) incorrect, (iii) involve other criminal activity, (iv) involve a security breach, (v) involve an item on the Prohibited and Restricted Sales List, or (vi) introduce a material risk of legal or regulatory non-compliance or legal liability for either Party. Antom will, to the

extent permitted under Relevant Laws and reasonably practicable, notify the Merchant with reason(s) before exercising any right to defer payment or suspend processing. Funds held pursuant to this Clause may be processed as follows:

- (i) a person comes forward to claim the amount, provides sufficient proof and Antom has examined proof and reasonably believes that such person is the rightful owner, in which case Antom shall return the amount to such verified rightful owner; or
- (ii) there is a judicial or administrative order issued by Government Agencies instructing Antom to transfer the amount to a designated person, in which case Antom shall follow such order; or
- (iii) the suspicion is resolved and Antom determines that the funds may be released to the Merchant, in which case Antom shall do so.

(g) Settlement shall be made in the Settlement Currency/ies. Where multiple Settlement Currencies are indicated, (i) the Net Settlement Amount in relation to settlement(s) from Payment System Operator(s) or Payment Method Provider(s) to Antom in a Settlement Currency shall be settled by Antom to the Merchant in that Settlement Currency and (ii) the Net Settlement Amount in relation to settlement(s) from Payment System Operator(s) or Payment Method Provider(s) to Antom in a currency that is not a Settlement Currency shall be settled by Antom in the Primary Settlement Currency. Antom may decide at its reasonable discretion, or as requested by the Payment System Operator or the relevant Government Agency, to discontinue in certain circumstances the support of one or more of the Settlement Currencies or make future support conditional on the acceptance by the Merchant of additional conditions or fees.

(h) Where Antom applies a currency conversion in relation to the settlement, Antom will determine the rate at which one currency will be converted into another in relation to any transactions or any other payment in connection with the Agreement.

(i) Antom will use all reasonable efforts to ensure the accuracy of all settlement data provided to the Merchant. Antom is not liable for any errors in settlement data provided to the Merchant caused by inaccuracies of the data provided by Payment System Operators, Payment Method Providers or the Merchant.

3.7 Dispute Resolution

The Merchant acknowledges that Payments may be subject to Chargebacks, and Users and Payment Method Providers may raise Disputes. Further information regarding Disputes and Chargebacks can be found on the AMS Webpage.

3.8 Integration with Antom; Implementation Support

(a) The Merchant shall integrate with Antom's Systems properly to ensure it can use AMS correctly. Antom is responsible for providing necessary assistance to the Merchant during the integration process, including providing Technical Specifications, relevant documentation, and integration environments, responding to technical queries in a timely manner and providing test suites to ensure a proper integration. If the Merchant requires customized support, Antom may charge a special service fee, which shall be agreed between the Parties in writing in advance.

(b) The Merchant is responsible for the installation, maintenance, security control and daily operation of the Merchant's Systems required to connect to AMS and to submit transactions for processing by Antom. The Merchant shall follow Antom's reasonable instructions when integrating AMS or a Payment Method in the manner prescribed, when designing the order process as well as its internet presence with regard to AMS and/or the Payment Methods.

(c) The Merchant is responsible for ensuring the Merchant's System is implemented in accordance with the latest integration requirements published on the Antom's Website and for updating the Merchant's Systems in accordance with the latest Technical Specification and software updates provided by Antom from time to time. If the Merchant fails to meet the Technical Specification, Antom may send a warning and remediation notice to the Merchant and if the Merchant fails to comply with such requirements for six or more consecutive months, Antom may place a cap limit on the aggregate Payment volume processed by Antom on any Transaction Day or suspend or terminate the provision of AMS to the Merchant.

(d) The Merchant shall ensure at least one Test Transaction has been successfully routed through AMS in the production environment for each AMS product type (for each Merchant Outlet, if applicable) prior to the Merchant accepting any Transactions through AMS. "**Test Transaction**" means a transaction with a nominal value as Antom may determine or a transaction made through Antom's/the Merchant's test account.

(e) If the Merchant has applied for AMS via an intermediary or service provider, and/or is integrating with Antom via an intermediary or service provider, and/or otherwise engages an intermediary or service provider in connection with AMS, the Merchant (i) must ensure that each of its intermediaries or service providers holds all licenses, permits, approvals, authorisations and registrations required under Relevant Laws for it to provide such services to the Merchant and (ii) hereby authorises Antom to integrate with Merchant via integration such intermediary or service provider (and acknowledges that all information and data that Antom shares with Merchant and vice versa will therefore be shared with such intermediary or service provider), and (iii) the Merchant shall be responsible for all acts and omissions of such intermediary or service provider in connection with the Merchant's use of AMS for the Transactions.

3.9 Data Privacy; Antom's Systems Security and Compliance

(a) The Parties acknowledge and agree that Antom and the Merchant are acting as independent data controllers in relation to personal data under the Agreement, each independently determining the means and purposes of their respective processing of personal data.

(b) Antom collects, processes, discloses and stores data (including personal data) for transactions processed through AMS in accordance with Relevant Laws and Scheme Requirements, as well as the Antom Privacy Policy for Merchant Services (as may be updated from time to time and which can be found at <https://global.alipay.com/docs/ac/Platform/privacy>). The Merchant shall obtain all necessary approvals and consents (including, as applicable, governmental approvals and informed consents from the individual data subjects or third parties) and complete all necessary notifications, disclosures and other procedures that are required under Relevant Laws and Scheme Requirements, so as to enable Antom to provide the AMS. The Merchant further represents, warrants and agrees that to the extent of its knowledge, all information provided by it to Antom is complete, true and accurate.

(c) Upon reasonable request from the Merchant, Antom will provide evidence of its compliance with applicable PCI DSS security requirements including the PCI Attestation of Compliance.

3.10 For Own Use Only

(a) The AMS are for the Merchant's own use only and the Merchant may not resell or otherwise allow any other person or any "sub-merchant" to utilise the AMS without express written consent from Antom.

(b) The Merchant shall ensure that each Acceptance Device it uses at a Merchant Outlet to interface Antom's Systems or use the AMS is only used at such Merchant Outlet and is not used by or shared with any other Merchant Outlet or any third party in the absence of prior written approval by Antom.

3.11 Service Fee

(a) The Merchant shall pay to Antom the Service Fee in consideration for the Payments processing with respect to the Settlement Cycle on the Settlement Day in accordance with Clause 3.6 (*Settlement*). The Service Fees in consideration for the Payment processing shall be applied at the rates set forth on the Payment Methods Webpage and will be payable in the Settlement Currency on the relevant Settlement Day.

(b) Antom may charge the Service Fees in consideration for the Optional Service (if any) selected by the Merchant on the Application in accordance with Clause 3.6 (*Settlement*) and/or by invoicing to the Merchant on a periodic basis, each as indicated on the Application and/or in the Optional Services Terms and Conditions.

(c) Any Service Fee related to a Payment that is subject to a Refund or Chargeback will not be refunded to the Merchant by Antom.

(d) In the event of conflict between Service Fees related to Payment Methods (including without limitation refund fee, dispute handling fee and tax related to the Payment Method) agreed between the Parties on the Application, and such Service Fees agreed pursuant to the offline contracts between the Parties, the latest in time shall prevail. In the event of any other conflict of Service Fees or factors related to collection of Service Fees (including whether Service Fees related to refunded Payments will be returned, and whether fees are inclusive or exclusive of Taxes), the terms of the offline contracts shall prevail.

(e) Antom reserves the right to change the Service Fee rates by providing to the Merchant at least thirty (30) calendar days' notice. If the Merchant does not accept such change in fee rate, the Merchant should terminate the AMS for the affected Payment Method or terminate the relevant value-added service.

3.12 Taxes

(a) Any Service Fees under this Agreement shall be exclusive of Taxes.

(b) Notwithstanding anything else in the Agreement, the Service Fees under this Agreement shall be made free and clear of withholding or deduction on account of any Taxes.

4. Term and Suspension, Termination and Disengagement

4.1 Term

The Agreement is entered into for an initial term of three (3) years from the Effective Date (the "**Initial Term**") and shall renew automatically for successive one-year terms unless it is terminated by either Party by giving at least 60 calendar days' written notice to the other Party to take effect on the expiry of the Initial Term.

4.2 Suspension, Restriction and Termination of AMS

Antom may, without any liability to the Merchant, (A) immediately suspend provision of AMS to the Merchant (in whole or in part), reject a Transaction or set payment limitation or withhold and offset amounts otherwise owed to the Merchant for such period as Antom may determine or (B) terminate the Agreement by written notice to the Merchant if any of following occurs:

(a) the Merchant or its Representative fails to comply with any provision of this Agreement, Relevant Laws or Scheme Requirements in using AMS, **provided that**, where such failure is capable of remedy and, to the extent permitted under Relevant Laws and Scheme Requirements and not otherwise exposing Antom to undue risk, Antom will give the Merchant a period of thirty (30) calendar days following written notice to remedy the non-compliance;

(b) Antom determines that continued provision of AMS would cause Antom to be unable to comply with Relevant Laws or any Scheme Requirements;

(c) any Government Agency or their Payment System Operator, Payment Method Provider or intermediary involved in providing the Payment Method (i) demands Antom to suspend or terminate providing the AMS to the Merchant for the Payment Method(s) or (ii) suspends or terminates its support in connection with such Payment Method(s);

(d) the goods or services which the Merchant provides (i) are on or reasonably suspected by Antom to be on the Prohibited and Restricted Sales List, or (ii) are infringing or suspected to be infringing intellectual property rights; or (iii) are against good morals; or (iv) would expose or suspected to expose Antom's image to risk;

(e) the Merchant has not sent any Transaction to Antom for processing through the AMS for a continuous period of six (6) months or more;

(f) the Merchant and/or the relevant Payment Method Provider becomes or is likely to become subject to bankruptcy, insolvency, reorganization, winding up or similar dissolution procedures;

(g) the Merchant or any of its respective directors or senior officers is convicted of fraud or any other criminal offence to the extent that Antom's right and interest under this Agreement would be adversely affected;

(h) there is (i) a disposal of the whole or a material part of the assets, operations or business of the Merchant, or (ii) a sale of equity interests, merger, consolidation, recapitalization or reorganization of the Merchant involving a transfer of more than fifty percent (50%) of the total voting power of the then outstanding shares of the Merchant;

(i) Antom reasonably considers that there is a heightened AML, sanction, export control, prohibited goods or fraud related risk in respect of the Merchant, its sub-merchants (if any) Users or Representatives (as applicable), and suspension or termination of AMS to the Merchant is required to protect Antom or Users;

(j) there is a written order or a decision from a Government Agency, acquirer, or Payment System Operator which directs or instructs that this Agreement is to be terminated; or

(k) The Payment System Operator or acquirer terminates or suspends its services provided to Antom.

4.3 Termination by Merchant

The Merchant may terminate the Agreement by written notice to Antom if any of the following occurs:

(a) breach by Antom of any provision of the Agreement or breach by Antom or its Representatives of Relevant Laws in providing AMS, provided that, to the extent allowed under Relevant Laws and not otherwise exposing the Merchant to undue risk, the Merchant will give Antom a period of thirty (30) calendar days following written notice to remedy the non-compliance;

(b) Antom becomes or is likely to become subject to bankruptcy, insolvency, reorganization, winding up or similar dissolution procedures; or

(c) AMS has been suspended and not resumed for six or more consecutive months.

4.4 Termination by Notice

After the Initial Term, either Party may terminate the Agreement (in whole or in part) by giving at least one (1) month's written notice to the other Party.

4.5 Consequences of Termination

If the Agreement is terminated, then:

(a) neither Party has any IP Rights licensed to it under the Agreement, and must ensure that such IP Rights are no longer used by it or any of its Representatives, or any person providing, directly or indirectly, services related to AMS undertaken pursuant to the authority of the relevant Party, provided that each Party will be permitted to retain prior uses under such licenses of the Alipay+ Brand Mark, Acceptance Mark, Merchant's Trade Mark for archival purposes;

(b) all unaccrued rights and obligations of Antom and the Merchant under the Agreement in relation to AMS shall cease but all accrued rights and obligations of any Party under the Agreement as at the date of termination shall not be affected;

(c) Antom shall not be required to process, and the Merchant must not submit, any Payments for processing through AMS, provided that Antom shall continue to process, *inter alia*, Refunds, Chargebacks and Deductions in connection with Payments submitted prior to the termination of the Agreement;

(d) the Merchant must, within ten (10) Local Business Days, remove the data and telecommunications connections between Antom's Systems and the Merchant's Systems in accordance with all of Antom's security standards, practices and policies notified to the Merchant; and

(e) Without derogating from any other right which Antom is entitled to under this Agreement or under Relevant Law, it is hereby agreed that, in the event of the suspension of part or all AMS, termination or expiration of this Agreement or the issuance of a notice of termination hereof, Antom will have the right, at its sole discretion, to freeze and withhold any amount due to the Merchant, for a period of up to one hundred and eighty (180) days from the date of the last approved Transaction for the purpose of securing the payment of all Service Fees and other payments due from the Merchant. If after the said period, Antom believes there still exists a risk of more Chargebacks, Refunds, Assessments, Deductions or any other actual or potential liability, Antom will have the right to withhold, or cause to be withheld, such amounts until such risk ceases to exist. At the end of the said period or an extended period where applicable the amounts withheld and frozen shall be remitted to the Merchant minus all Service Fees and other payments due.

4.6 Survival

Without limiting or impacting the continued operation of any clause which as a matter of construction is intended to survive the termination of the Agreement, Clauses 3.11 (*Service Fee*), 0 (*Term and Suspension, Termination and Disengagement*) and 9 (*Governing Law and Jurisdiction*) of the Agreement, and such provisions expressed to survive termination of the Agreement in the AMS Terms and Conditions, shall survive the termination of the Agreement.

5. Variations

5.1 Variation by Notification

(a) The Merchant agrees that Antom may vary, amend or supplement these Terms and Conditions (including any schedule hereto) ("**Variations**") by providing written notice and/or by posting the latest version of these Terms and Conditions from time to time) ("**Notification**").

(b) A Notification shall be deemed to be incorporated into the Agreement as if such provisions were set out herein in full and to the extent of any inconsistency between a Notification and the Agreement (other than this Clause 00), the Notification shall prevail. The Merchant can contact Antom's merchant helpdesk via the Application if it has any questions.

(c) Antom may vary the Service Fee in accordance with Clause 3.11.

(d) Antom may vary the Online Documentation in accordance with the AMS Terms and Conditions.

5.2 Variation to Merchant Contract Details

The Merchant may request to vary or amend its information or the AMS details listed in the Merchant Contract Details via the Application. Any such variation or amendment will only become effective upon Antom's acceptance of such variation or amendment, as reflected on the Application.

6. Regulatory Disclosures

Certain regulatory disclosures of Antom are available at:
<https://global.alipay.com/docs/ac/Platform/usvluc>.

7. Authorization for Affiliate Fees

Where the Merchant has entered into separate contract(s) with an Affiliate of Antom where the Merchant is required to pay a certain portion of the payments received in relation to Transactions as fees to the Antom Affiliate ("**Affiliate Fees**"), for example where the Antom Affiliate has provided the Merchant with D-Store SaaS services, the Merchant hereby authorises Antom to, based on instructions which Antom has received from the relevant Antom Affiliate, deduct such Affiliate Fees from the settlement funds due to the Merchant. As such, the Merchant agrees that the Net Settlement Amount shall also be subject to deduction of the Affiliate Fees. For the avoidance of doubt, Antom shall not be responsible for any inaccuracy or error in the computation of the Affiliate Fees, and any dispute arising therefrom shall be settled directly between the Merchant and the relevant Antom Affiliate in accordance with the contract(s) entered into between the Merchant and the Antom Affiliate.

8. Settlements to Merchant in Korea

In respect of settlements to the Republic of Korea, the Merchant hereby agrees and acknowledges that Antom has the right to delegate all funds transfer and/or settlement obligations as set out in this Agreement to be conducted by one or more payment service providers licensed in the Republic of Korea (the “**designated local agent**”). Accordingly, all references to Antom performing funds transfer and/or settlement activities in this Agreement shall mean the following: (i) Antom being responsible solely for delivery of information related to the online transactions; and (ii) the respective funds transfer and/or settlement activity being undertaken solely by the designated local agent of Antom, with no involvement of Antom whatsoever, and all related clauses in this Agreement, shall be interpreted with this intent.

9. Governing law and Jurisdiction

(a) The Agreement is governed by, and construed in accordance with, the laws of Malaysia, without regard to principles of conflict of laws thereunder.

(b) Any dispute arising out of, or in connection with, the Agreement, including any question regarding their application, validity or termination, shall be referred to, and finally resolved by, arbitration administered by SIAC in accordance with the SIAC rules for the time being in force, which rules are deemed to be incorporated by reference in this Clause 90. The Parties shall agree upon and appoint a single arbitrator or, failing agreement within fourteen (14) calendar days after a Party has given to the other Party a written request to concur in the appointment of an arbitrator, a single arbitrator is to be appointed on the request of either Party by the President for the time being of SIAC. The venue and seat of the arbitration shall be Singapore, and the arbitration shall be conducted wholly in English.

Schedule A

Definitions

In this Agreement, capitalised terms have the meanings given below.

"ABC Laws" means Relevant Laws intended to prohibit bribery or other forms of corruption.

"Acceptance Device" means an acceptance device that: (i) meets all applicable requirements of the Payment System Operators and Payment Method Providers; and (ii) can read a Payment Device or authenticate the User through biometric identifiers that are linked to the User's Payment Device to complete a Payment.

"Acceptance Marks" means the Alipay+ Brand Mark, the Payment System Operators' Trade Marks and the Payment Method Providers' Trade Marks identified by Antom to indicate the acceptance of Payment Methods.

"Affiliate" means, with respect to a person, any other person that directly or indirectly Controls, is Controlled by, or is under common Control with, that person.

"Agreement" has the meaning given to it in the preamble of these Terms and Conditions.

"Alipay China Wallet" means the Payment Method "Alipay China Wallet" (支付宝) provided by Alipay.com Co., Ltd. (支付宝(中国)网络技术有限公司), a licensed payment service provider in China.

"Alipay+ Brand Mark" means a mark, including word, name, logo, design, symbol and trademark, that represents Alipay+ and its products and services. Alipay+ or its Affiliate is the exclusive owner of the Alipay+ Brand Mark.

"Alipay+ Core" means the systems and services through which Alipay+ Core Operator and its Affiliates deliver electronic payment processing, clearing and settlement services to the Merchant.

"Alipay+ Core Operator" means Alipay Connect Pte. Ltd., including its successors and assigns.

"Alipay+ Payment Method" means a Payment Method provided by a Payment Method Provider in its role as a mobile payment partner participating in Alipay+ Core, where Payments are processed under the participation agreement between Alipay+ Core Operator and such Payment Method Provider.

"AML" means anti-money laundering, counter-terrorism in the context of AML Laws.

"AML Laws" means those Relevant Laws intended to combat money laundering and/or terrorist financing or related crimes.

"AMS" or "Antom Merchant Services" has the meaning given to it in Clause 3.1.

"AMS Terms and Conditions" has the meaning given to it in Clause 1 of this Agreement.

"AMS Terms Definitions" has the meaning given to it in Clause 1 of this Agreement.

"AMS Webpage" means the Antom Acquiring Solutions webpage with the URL: https://global.alipay.com/docs/ac/Platform/ac_solutions.

"Antom's Systems" means the system, process, tools and software used by Antom to interface with the Merchant's Systems and provide AMS.

"Antom's Website" means the official website of Antom (<https://www.antom.com> or any successor website).

“Application” means the software programme known as “EPOS360” (including any web or mobile versions and mobile applications, such as iOS and Android versions, or in any other digital form), operated, controlled and/or owned by AISG Labs Pte Ltd or its Affiliates (if any), and other websites or platforms provided by Antom and/or its Affiliates through which the Merchant can, amongst others, access other information and resources relating to the AMS.

“Assessments” means any assessments, fines, fees, tax, deductions, charges or expenses of any nature which a Government Agency, Payment System Operator or Payment Method Provider levies on Antom or the Merchant at any time, directly or indirectly, in relation to any aspect of Antom’s relationship with the Merchant under this Agreement, including in respect of any Transaction or Payment.

“Auto Debit” is an Online Payment product, whereby a User enters into an Auto Debit agreement to bind an account comprising (i) the credentials and registration information for such User with a Payment Method Provider and (ii) if applicable, one or more associated payment accounts, with a Merchant’s service and enjoy automatic payment for recurring and/or subsequent Transactions.

“Chargeback” means the exercise of a right by a Payment Method Provider to wholly or partly reverse an original Payment pursuant to the relevant Scheme Requirements, Payment Methods Terms of Use, or the relevant terms and conditions of the Payment Method.

“Common Business Day” means, in respect of Antom and the Merchant, a day on which commercial banks are open for general banking business in China (including Hong Kong), New York, and the territory of Antom, and the territory of Antom’s settlement bank, excluding a Saturday, Sunday or public holiday in any such territories, and on which settlement is available for the Settlement Currency, or a day specified as a Common Business Day in a calendar provided by Antom by Notification from time to time setting out, amongst other things, business day conventions for different regions and settlement currencies.

“Control” (including its correlative meanings, **Controlled by** and **under common Control with**) means, with respect to a person, the possession, direct or indirect, of the power either:

- (a) to vote based upon a holding of 25% or more of the securities, shares, stock, equity interest or comparable ownership interest having voting power;
- (b) to elect 25% or more of directors of the board (or comparable positions in the case of persons without directors); or
- (c) to direct or cause the direction of the management and policies of such person by contract or otherwise.

For the purposes of the Agreement, neither Antom nor the Merchant is Controlled by, or under common Control with, the other.

“Deductions” means any overpaid and/or incorrectly paid settlements, for example due to IT infrastructure breakdown or non-payment by a Payment Method Provider or Payment System Operator, and any amount of Antom’s money that has been deducted, compensated or claimed as damages by any banks, financial institutions or any other persons, and any amount the settlement of which needs to be deferred or suspended in accordance with Clause 3.6(f).

“Due Diligence Information” has the meaning given to it in Clause 0.

“Effective Date” means the date on which Antom accepts the Merchant’s application for the provision of the AMS.

“Export Control Laws” means those Relevant Laws regulating export, re-export, and/or in-country transfer of items subject to applicable export control laws, regulations, rules and/or restrictive measures.

“Government Agency” means any government, semi-governmental, statutory, administrative, revenue, fiscal or judicial body, department, commission, authority, agency, tribunal, stock exchange or other person or body having jurisdiction in connection with the activities contemplated by the Agreement or having regulatory or supervisory authority over any part of the business or affairs of Antom or the Merchant, as applicable.

“Interchange Fees” means the fees which are set out by the Payment System Operators of Payment Cards, charged by card issuers, and are paid in full by Antom and charged to the Merchant on a pass-through basis with no additional charges applied from Antom.

“IP Rights” means all industrial and intellectual property rights of any kind, including copyright, rights in computer software or source code, trade mark, service mark, design, patent, trade secret, semiconductor or circuit layout rights, trade, business, domain or company names, moral rights, rights in Confidential Information, know-how or other proprietary rights (whether or not any of these are registered and including any application for registration), and all rights or forms of protection of a similar nature or having an equivalent or similar effect to any of these which may subsist anywhere in the world.

“Local Business Day” means, in respect of the Merchant, unless otherwise set out in this Agreement, a day on which commercial banks are generally open for general banking business in the Merchant Location, excluding a Saturday, Sunday or public holiday in the Merchant Location and, in respect of Antom, unless otherwise set out in this Agreement, a day on which commercial banks are generally open for general banking business in the territory of domicile of Antom.

“MCC” means a four-digit merchant category code assigned to a Merchant that classifies the type of goods or services such Merchant offers in accordance with the standards under the applicable Scheme Requirements.

“Merchant Location” means the jurisdictions identified by the Merchant in the due diligence questionnaires to be countries where it operates in compliance with Relevant Laws which have also been confirmed by Antom during the onboarding process.

“Merchant” means the Merchant so named in the Merchant Contract Details.

“Merchant Application Form” has the meaning given to such term in the preamble.

“Merchant Contract Details” has the meaning given to it in Clause 1.

“Merchant Location” means the jurisdictions identified by the Merchant in the due diligence questionnaires to be countries where it operates in compliance with Relevant Laws which have also been confirmed by Antom during the onboarding process.

“Merchant Outlet” means a fixed place of business or physical location operated by the Merchant where the goods or services are made available for sale to Users and where Payment Methods are accepted.

“Merchant’s Systems” means the system, process, tools, hardware and software, including without limitation any Acceptance Device, used by the Merchant to interface the Antom’s Systems or use AMS.

“Minimum Net Settlement Amount” means MYR 1 or such other amount as determined by Antom from time to time.

“MYR” or **“Malaysian Ringgit”** means the lawful currency for the time being of Malaysia.

“Net Settlement Amount” has the meaning given to it in Clause 3.6.

“Notification” has the meaning given to it in Clause 0.

“Online Documentation” has the meaning given to it in Clause 1 of the main body of this Agreement.

“Online Payment” has the meaning given to it in Clause 3.4.

“Optional Services” means any or all of the optional services to be provided by Antom to the Merchant.

“Optional Services Terms and Conditions” has the meaning given to it in Clause 1.

“Party” has the meaning given to it in the preamble of these Terms and Conditions.

“Payment” means the transfer of a Transaction Value from a User to the Merchant which is routed, cleared and settled through AMS.

“Payment Cards” means payment cards (e.g., credit cards, debit cards and prepaid cards) for conducting payment or financial transactions and are issued by or under license from card schemes.

“Payment Confirmation” means a confirmation message from Antom to the Merchant that a Payment has been confirmed successfully.

“Payment Device” means a Payment Card, payment device, solution or digital application that provides access to a User’s Payment Method account and that is capable of conducting a Payment.

“Payment Method” means a product issued by a Payment System Operator or Payment Method Provider to a User (such as an electronic wallet) which allows that User to make a payment to a merchant which the merchant receives through the use of, or in reliance on, AMS.

“Payment Method Provider” means a person in its capacity as a payment method provider where it issues a Payment Method to a User, enters into a user agreement with a User or processes a Payment for a User.

“Payment Methods Terms of Use” has the meaning given to it in Clause 1.

“Payment Methods Webpage” has the meaning given to it in Clause 1.

“Payment System” means any multi-participant system (including Alipay+ Core, Visa, Mastercard, American Express and other systems or schemes) for the routing, clearing or settlement of financial transactions, including local payment systems such as national card schemes, fast payment systems, as well as international card schemes. The AMS shall not of themselves constitute a Payment System.

“Payment System Operator” means, in relation to a Payment System, the party operating the Payment System.

“PCI DSS” means the latest Payment Card Industry Data Security Standard.

“Prohibited and Restricted Sales List” has the meaning given to it in Clause 1 of the main body of this Agreement.

"Refund is a partial or full return of a Payment initiated by the Merchant.

"Relevant Law(s) " means any law, statute, subordinate legislation, rule, regulation, licence condition, directive, treaty, judgment, order, guidelines, decree, permit or injunction of any Government Agency, including any common law, and includes ABC Laws, AML Laws, Sanctions Laws, Export Control Laws, Tax Laws and laws, rules and regulations regarding data, privacy, credit, financial services, market and consumer protection, in each case that are applicable to the Merchant or Antom (as the case may be).

"Representative" means for a Party, such Party's Affiliates and its and its Affiliates' employees, directors, officers, agents, auditors, advisers, partners, consultants, joint ventures, third party service providers, contractors or sub-contractors or any other person that acts at the direction of, or on behalf of, such party in connection with the Agreement. Unless otherwise expressly provided to the contrary in the Agreement, with respect to the Merchant that Merchant's Users, acting in such respective capacities, are not Representatives for this purpose.

"Sanctions Authority" means the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, the United Nations Security Council, the European Union, HM Treasury of the United Kingdom, Ministry of Public Security of the People's Republic of China and/or Ministry of Commerce of the People's Republic of China or any other relevant Government Agency responsible for the administration, enactment or enforcement and/or enforcement of sanctions.

"Sanction Laws" means those Relevant Laws involving restrictions or prohibitions against targeted countries and/or regions (e.g., Iran, Syria, North Korea, Cuba, Crimea, Luhansk People's Republic, Donetsk People's Republic, Zaporizhzhia and Kherson), entities and individuals designated on lists maintained by a Sanction Authority.

"Scheme and other Network Fees" means fees which are set out by the Payment System Operators of Payment Cards and are payable by Antom and charged to the Merchant on a pass-through basis with no additional charges applied from Antom.

"Scheme Requirements" means any requirements, mandates or rules imposed by a Payment System or Payment Method from time to time, including but not limited to:

(a) the Alipay+ Core Rules and related operation guides issued by Alipay+ Core Operator as updated from time to time;

(b) the Visa Core Rules and Visa Product and Service Rules (an abridged version of which is available at <https://usa.visa.com/content/dam/VCOM/download/about-visa/visa-rules-public.pdf> as of the date of this Agreement);

(c) the MasterCard Rules (an abridged version of which is available at <https://www.mastercard.us/content/dam/public/mastercardcom/na/global-site/documents/mastercard-rules.pdf> as of the date of this Agreement); and

(d) the American Express Merchant Operating Guide (an abridged version of which is available at https://icm.aexp-static.com/content/dam/gms/en_us/optblue/us-mog.pdf).

Other Scheme Requires such as rules that are not publicly available are according to guidance and instruction of the relevant Payment System Operator, and by submitting the Merchant Application Form, the Merchant acknowledges the receipt and acceptance of all the relevant Scheme

Requirements. The Merchant is advised to review the Scheme Requirements as updated from time to time.

“Service Fees” means the amount of fees payable for the AMS enabled for the Merchant (for the avoidance of doubt, including any Optional Services, to the extent applicable) as set out in the Payment Methods Webpage and/or Application.

“Settlement Account” means the bank account(s) specified by the Merchant as the bank account(s) into which it wishes to receive the Net Settlement Amount(s).

“Settlement Currency” means the settlement currency(ies) applicable to the Merchant as set out on the Payment Methods Webpage and for which the Merchant has provided a Settlement Account for receipt of funds in that currency.

“Settlement Cycle” means, in relation to the daily, weekly or monthly settlement cycle specified in the Application:

- (a) for daily, a period starting from, and including, 00:00 UTC+8 on one calendar day and ending at, but excluding, 00:00 UTC+8 on the next calendar day;
- (b) for weekly, a period of seven (7) consecutive calendar days starting from, and including, 00:00 UTC+8 on a Monday and ending on, but excluding, 00:00 UTC+8 on the following Monday;
- (c) for monthly, a period starting from, and including, 00:00 UTC+8 on the first calendar day of a month and ending on, but excluding, 00:00 UTC+8 on the last calendar day of that month; or
- (d) as otherwise described in the Agreement.

“Settlement Day” has the meaning given to it in Clause 3.6.

“Settlement Report” means the report issued by Antom with respect to the Settlement Cycle to the Merchant.

“SIAC” means the Singapore International Arbitration Centre.

“Tax Laws” means Relevant Laws in relation to Taxes, including identification of persons for purposes related to Taxes.

“Tax” means all federal, state, provincial, territorial, county, municipal, local or foreign taxes, including sales, use, licence, excise, goods and services, value added, stamp or transfer taxes, duties, imposts, levies, assessments, tariffs, fees, charges or withholdings of any nature whatsoever levied, imposed, assessed or collected by a taxation authority together with all interest, penalties, fines or other additional amounts imposed in respect thereof, but excludes any Taxes that are based on net income and imposed by the jurisdiction in which the relevant entity is incorporated or resident for tax purposes.

“Technical Specifications” means (a) in relation to AMS, the written specifications applicable to the provision of AMS; and (b) in relation to any other services, any written specifications applicable to those services, published by Antom or its Affiliates on Antom’s Website or notified to the Merchant via Notification that are required for the relevant set-up, customisation, operation and maintenance of AMS or such other services. The Technical Specifications may be updated from time to time by Antom at its sole discretion.

“Term” means the term of the Agreement, being the period between the Effective Date and termination of the Agreement in accordance with the terms hereof.

“Terms and Conditions” means these terms and conditions

“Terms of Use” means the Payment Methods Terms of Use available at the AMS Webpage, as it may be amended from time to time.

“Trade Mark” includes registered and unregistered trade marks and service marks, as well as any and all variations, modifications or enhancements to each of them, whether created before or after the Effective Date.

“Transaction” means the transaction between the Merchant and a User in respect of goods or services, which gives rise to a Payment.

“Transaction Day” means the 24-hour period of time starting from, and including, 00:00 UTC+8 on the day on which a Payment occurs and ending at, but excluding, 00:00 UTC+8 on the next day.

“Transaction Value” means, in relation to a Transaction, the value of such Transaction, which is the sum of all amounts which appear in the Payment Confirmation for the Transaction, including the purchase price, sales tax and other charges associated with the purchase.

“USD” or **“United States Dollars”** means the lawful currency for the time being of the United States of America.

“User” means a person who has obtained a Payment Method from a Payment Method Provider.

“UTC” means Coordinated Universal Time.

“Variations” has the meaning given to it in Clause 0.