



Merchant Services Agreement UnionPay Acceptance

This Merchant Services Agreement ("Agreement") is made as of the date set forth above Hiker Payment's signature on the signature page hereinbelow ("Effective Date"), between Hiker Payments, Inc., a California corporation and EIRTH Pay, LLC, a Nevada limited liability company on one side (collectively referred to herein as "Processor"), and the Merchant identified on the signature page hereinbelow and on the Merchant Services Application incorporated herein and made a part hereof on the other side.

Recitals

- A. WHEREAS, EIRTH is a member Acquirer for UnionPay Online Payments and provides processing and collection of UnionPay credit card and debit card transactions ("UnionPay") on behalf of Merchant ("Services");
- B. WHEREAS, Hiker Payments is an Independent Sales Organization registered through and sponsored by EIRTH;
- C. WHEREAS, Merchant is in the business of selling its goods and/or services online;
- D. WHEREAS, Merchant desires to use Processor's Services to receive credit and debit card payments from UnionPay cardholders ("Customers") for goods and/or services purchased by the Customers online;
- E. WHEREAS, Processor agrees to provide the Services and Merchant agrees to accept the Services on the terms and conditions contained herein;

NOW THEREFORE in consideration of the promises and mutual covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to be legally bound as follows:

1. INTERPRETATION AND DEFINITIONS

1.1 Interpretation

- a. Any reference to:
 - i. a person includes a legal entity, including, but not limited to, corporations, limited liability companies, associations, non-profit entities, non-governmental entities, limited partnerships, and related legal entities;
 - ii. a party includes the party's executors, administrators, successors and permitted assigns;
 - iii. this Agreement includes any schedule(s) or addendum(s) and amendment(s);
 - iv. "Including" and similar expressions are not words of limitation;
 - v. Headings are for convenience only and do not form part of this Agreement or affects its interpretation;
 - vi. Notice means Notice as set forth in Section 16.

1.2 Definitions

PROCESSOR and Merchant hereby agree that the following terms used in this Agreement shall have the following meanings:

- a. "Application" means the Merchant Service Application or other Application form, and any associated documents (incorporated herein), to be completed and submitted by Merchant to PROCESSOR. Final approval by PROCESSOR must be completed prior to establishing the Merchant UnionPay Services.
- b. "Business Day" means a day that is not a Saturday, Sunday or any other day that is a public holiday, federal holiday or bank holiday in the geographic territory where an act is to be performed or a payment is to be made.
- c. "Confidential Information" means any information, technical data, intellectual property, client lists, workflows, or know-how, including without limitation, written descriptions, drawings, samples, devices, inventions, trade secrets, demonstrations, business plans, organizational structure, financial data, sales or marketing information, and all other information of every type disclosed under this Agreement by one Party to the other orally or designated in writing as confidential or "proprietary", other than Excluded Information.

- d. "Deductions" means any amount owed or owing to PROCESSOR by the Merchant arising out of this Agreement, including, but not limited to liability incurred by PROCESSOR as a consequence of this Agreement such as Processing Fees, Reversals, Refunds and Fraudulent Transactions.
- e. "Excluded Information" means "Confidential Information" shall not include any information which (a) now is or hereafter becomes known or available to the public (including, without limitation, any information filed with any governmental agency and known or available to the public) other than as the result of a disclosure by the receiving Party resulting in a breach of confidentiality, (b) becomes known or available to the receiving Party on a non-confidential basis from a source other than the disclosing Party which receiving Party does not reasonably believe is prohibited from disclosing such information to receiving Party by obligation to disclosing Party, (c) is developed by receiving Party independently of, or was known by or available to receiving Party prior to, any disclosures made by disclosing Party to receiving Party of such information, (d) is required to be disclosed by receiving Party by order of a court of competent jurisdiction, administrative agency or governmental body, or by any law, rule or regulation, or by subpoena, or any other administrative or legal process, or by applicable regulatory or professional standards (provided, however, that receiving Party provides disclosing Party with prompt Notice so that disclosing Party may, in a timely fashion, seek a protective order or other appropriate remedy prior to such disclosure, and that, should disclosure be required hereunder, receiving Party furnishes only that portion of the Confidential Information legally required to be disclosed and uses reasonable efforts to get confidential treatment thereof by the receiving Party), or (e) is disclosed with the written consent of disclosing Party.
- f. "Government Agency" means a government or governmental department or other public body, a governmental, semi-governmental or judicial person or a person (whether autonomous or not) who is charged with the administration of a law.
- g. "Insolvency Event" means being in liquidation or provisional liquidation or under administration, having a controller or analogous person/entity appointed by a court of competent jurisdiction, being unable to pay its debts or otherwise becoming incapable of managing its own affairs for any reason, taking any step that could result in the person/entity becoming insolvent, under administration, entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors, or any analogous event under similar legislation in any jurisdiction.
- h. "Intellectual Property" means all of the following owned by a party: (i) trademarks and service marks (registered and unregistered) and trade names, and goodwill associated therewith; (ii) patents, patentable inventions, computer programs, and software; (iii) databases; (iv) trade secrets and the right to limit the use or disclosure thereof; (v) copyrights in all works, including software programs; and (vi) domain names. The rights owned by a party in its Intellectual Property shall be defined, collectively, as "Intellectual Property Rights."
- i. "Merchant Bank Account" means a business checking account established by Merchant at Bank through which Merchant authorizes PROCESSOR to settle all UnionPay transactions, or other payment option methods, electronically by an ACH and/or wire transfer system. Merchant shall not block or otherwise prevent PROCESSOR from debiting all amounts owed to PROCESSOR from the Merchant Bank Account. In the event, any debit or other charges are not honored by the Merchant's Bank, the Merchant hereby gives PROCESSOR the right to offset any such debt owed to PROCESSOR from the Merchant's Volume prior to settlement.
- j. "Merchant Volume" means the total "gross" value of all transactions processed by PROCESSOR on behalf of the Merchant before any Deductions.
- k. "Processing Fees" means those fees expressly set forth in the attached Schedule of Fees and/or any subsequent amendments/addendums.
- l. "Prohibited Conduct" means any action, service, good or offering that is prohibited by any law in any applicable jurisdiction subject to this Agreement, including, the applicable jurisdiction of PROCESSOR, the applicable jurisdiction of China UnionPay Association, the applicable jurisdiction of the Merchant, or the applicable jurisdiction of the Customer. Prohibited Conduct includes, but is not limited to any item listed as prohibited on the Prohibited & Restricted Product List.
- m. "Prohibited & Restricted Content List" means any Prohibited & Restricted Content List published by PROCESSOR and provided to Merchant.

- n. "Reference Materials" means all reference materials including, but not limited to, respectively the UnionPay bankcard rules and procedures and the Rules and procedures provided to Merchant by PROCESSOR which describe in detail, policy and transactional requirements to be followed by Merchant for the processing, collection and settlement of all UnionPay Transactions and/or other payment types, as may be amended from time-to-time in whole or in part.
- o. "Reserve" means a percentage of the transactions processed by Merchant retained in a fund established and maintained by PROCESSOR to protect against actual or contingent liability arising from Deductions and Refunds as set forth in the Schedule of Fees.
- p. "Chargeback" means any chargebacks, penalties, cancellations or similar events that would cause a reversal of a payment from a Customer to a Merchant without the Merchant's initial consent.
- q. "Rules" means all bylaws, rules, operational regulations, procedures and guidelines promulgated by UnionPay Bankcard Association/Issuer and Bank, applicable to the acceptance and/or transaction processing of UnionPay Bankcards (debit and credit cards) as amended from time to time. Further, Rules also mean any and all bylaws, rules, operational regulations, procedures and guidelines applicable to the acceptance and/or transaction processing of UnionPay Bankcards (debit and credit cards) that PROCESSOR may or is subject to.
- r. "Schedule of Fees" means the applicable fee schedule attached hereto and incorporated herewith.
- s. "Supplemental Services" means additional payment processing services, products, and processing enhancements and/or marketing services that may be offered directly or indirectly by PROCESSOR and approved in advance by Merchant.
- t. "USA Patriot Act" means the US Federal regulations enacted pursuant to the USA PATRIOT ACT and other applicable laws require processors to verify the identity of every person who seeks to open an account or become a signatory on an account. As a result of Merchant's status as an account holder, Merchant shall provide documentary verification of Merchant's identity, such as a driver's license or passport for an individual and certified copy of organizational documents for an entity in a manner acceptable to PROCESSOR. PROCESSOR reserves the right to verify Merchant's identity through other non-documentary methods as PROCESSOR deems appropriate in its respective sole discretion. PROCESSOR may securely retain any document it obtains to verify Merchant's identity with PROCESSOR. Merchant and its respective principals and/or individuals hereby authorize PROCESSOR to obtain a Consumer Report and/or conduct other forms of background investigation to verify the identity of the respective applicants.
- u. "Valid Transaction" is defined as: (a) a transaction that complies with the Rules as established from time to time; (b) is not listed on the Prohibited & Restricted Content List as amended from time to time; (c) is not classified as Prohibited Conduct as amended from time to time; and, (d) is a transaction that complies with the pertinent provisions of this Agreement including, without limitation, Sections 6, 7, 8 and 9.
- v. "Volume Constraints" means any limits that may be placed by PROCESSOR on UnionPay Transactions processed on behalf of Merchant if PROCESSOR, in PROCESSOR's reasonable discretion, determines that risk factors and the Merchant's processing history justify such constraints.

2. SERVICES

2.1 Performance of Services

In consideration of the payment of the Processing Fees by the Merchant to PROCESSOR, PROCESSOR will use commercially reasonable efforts to perform the Services to Merchant on the terms and conditions set forth in this Agreement, and Merchant agrees to comply with the terms and conditions of this Agreement. By completion of the Application and the execution of the Application, Merchant is applying for the establishment of the Services through which all of Merchant's UnionPay debit and credit card Transactions will be processed. The Services may be used by Merchant only for those transactions directly related to a bona fide business activity as indicated on the Application and accompanying Schedules. Any change in said activities by Merchant must be approved in advance in writing by PROCESSOR. Any change to Merchant's business model or change in the products or services offered by Merchant must be approved in advance by PROCESSOR. Any violation of this provision may cause the termination of the Services and/or result in the Merchant's Settlement funds being withheld by PROCESSOR. A breach of this provision shall be considered a material breach.

2.2 Conditions Precedent to Approval

This Agreement shall be effective upon execution by EIRTH. PROCESSOR will notify Merchant of final approval. All references to this Agreement shall collectively include all current Schedules, Amendments, Change Notices, Addendums and Attachments, as well as the associated reference materials (if any), all of which are incorporated herein by reference and made part of this Agreement as though fully set forth.

3. PROCESSING

3.1 Acceptance of Transactions

PROCESSOR agrees to accept valid transactions from the Merchant during the Term of this Agreement.

3.2 Transaction Currency

All transactions will be processed in the currency nominated as the transaction currency and approved by PROCESSOR. The transaction currency nominated for this Agreement is the currency selected by the Merchant on the Merchant Application.

3.3 Fees Set Forth in Schedule of Fees

In consideration for the Services provided by PROCESSOR, the Merchant accepts and agrees to pay PROCESSOR the fees set forth in the Schedule of Fees (incorporated herein). Further, Merchant acknowledges that the fees set forth in the Schedule of Fees are subject to change upon Notice as set forth in Section 16.

4. SETTLEMENT

4.1 Payment of Settlement

PROCESSOR will make payment to the Merchant's designated Bank Account as set forth on the Application—Merchant Depository Bank Account Information ("Settlement Account") based on the transactions processed by PROCESSOR less:

- i. the fees due PROCESSOR pursuant to the Schedule of Fees;
- ii. any Refunds;
- iii. any amount withheld for the Reserve; and
- iv. any Chargebacks and/or Deductions.

Collectively, the "Settlement".

4.2 Settlement Currency

Settlements will be paid in USD or other major currency as nominated by the Merchant and approved by PROCESSOR from time to time. Merchant is responsible for any currency conversion fee that may be charged by the Bank, if applicable.

4.3 Settlement Schedule

Settlements will be paid into the Settlement Account in accordance with the Settlements Schedule. The Settlement Schedule shall be as provided to the Merchant upon Notice of approval by PROCESSOR. PROCESSOR reserves the right to amend the Settlement Schedule at any time upon reasonable Notice.

5. RESERVE ACCOUNT

5.1 Establishment of Reserve Account

Conditional to Merchant's approval, or at any time during the agreement, PROCESSOR may establish a prefunded reserve account and/or an ongoing reserve to be held in a Merchant Reserve Account ("Reserve") as thoroughly described in the Acknowledgement and Pledge of Reserve Account Agreement incorporated herein. In the event

PROCESSOR elects to withhold an ongoing reserve, PROCESSOR shall deduct and withhold in a segregated Reserve a certain percentage (in the percentage set forth on the Acknowledgement and Pledge of Reserve Account Agreement) from each and every Settlement that PROCESSOR deems reasonably necessary to cover future Chargebacks, Refunds and other charges that may result from Merchant's processing activities. If PROCESSOR reasonably determines that the proceeds of Merchant's future sales are unlikely to cover anticipated Chargebacks, Refunds and credits (whether because this Agreement has been terminated or for any other reason), PROCESSOR may also stop any funds from being electronically sent to the Merchant Settlement Account. Merchant acknowledges and agrees that Reserve funds shall not be the exclusive remedy to PROCESSOR in the event the Reserve funds are inadequate to cover Chargebacks, Refunds and other charges and fees associated with this Agreement. Merchant must ensure that there are sufficient funds to cover Chargebacks, Refunds, charges and fees associated with this Agreement. Furthermore, Merchant shall not prohibit or reject any electronic demand by PROCESSOR for fees due PROCESSOR. PROCESSOR shall hold the Reserve deducted from each Settlement for a period of not less than 6 months after the expiration or termination of this Agreement, or the latest period in which a transaction may be returned, reversed and/or Refunded pursuant to the Rules, whichever is greater. Upon the expiration of such period and subject to PROCESSOR's reasonable discretion, the Reserve shall be released to the Merchant, as further set forth in this Section 5.

5.2 Withholding of Reserve Account

PROCESSOR may, in its reasonable discretion, withhold the Reserve for a greater period of time as security against future Deductions/Chargebacks and Refunds if the latest period of time in which a transaction may be returned, reversed and/or Refunded pursuant to the Rules has not expired.

5.3 Deductions from Reserve

Any Deductions/Chargebacks, Refunds or fees referred to above shall first be charged to Merchant's Bank Account. If there are not sufficient funds in the Merchant Bank Account to cover these items after they are received, PROCESSOR shall have the right to withdraw funds from the Reserve Account to cover any Chargebacks, Refunds or fees. However, it is agreed that PROCESSOR shall not be required to withdraw any funds from the Reserve Account for this purpose and doing so shall be in PROCESSOR's discretion. Merchant may not assume that the Reserve Account will be used to cover Deductions, Refunds or fees. PROCESSOR however may, in its discretion, deduct from the Reserve the applicable amount to credit Chargebacks, Reversals and/or Refunds.

Notwithstanding the Reserve, the Merchant remains fully liable for the payment of any Chargebacks, Refunds that exceed the amount held in the Reserve. In the event PROCESSOR makes any deduction from the Reserve, the Merchant will be required to immediately provide funds to replenish and restore the Reserve to its value prior to the deduction. Furthermore, if Merchant does not replenish such Reserve on a timely basis, PROCESSOR shall have the right to deduct the necessary funds from each and every Settlement due Merchant until such Reserve has been replenished.

5.4 Holding of Reserve upon the Expiration or Termination of Agreement

In the event of the expiration or early termination of this Agreement, PROCESSOR may hold the Reserve for the greater of:

- i. the time period set forth in Section 12; and/or
- ii. the complete expiration of the time allocated by UnionPay for the applicable Refund.

5.5 Handling of Reserve

The Merchant agrees that upon withholding, the reserve shall be the legal property of PROCESSOR and the Merchant has no legal or equitable rights with respect to the Reserve until such time that any period for holding the Reserve under this Agreement expires. Further, the parties agree that nothing in this Section 5 creates a relationship of trustee and beneficiary between PROCESSOR and the Merchant in respect of the Reserve.

5.6 Survival

This Section 5 shall survive the termination or expiration of the Agreement.

6. REVERSALS/REFUNDS/CHARGEBACKS

6.1 Chargeback Compliance

Merchant agrees to maintain the Chargeback compliance ratio as established by the Rules. Merchant acknowledges and agrees that the Chargeback ratio is currently established as Excessive if the ratio between the Merchant's total amount of Chargebacks and total turnover for any successive two month period equals or exceeds 2.5%. PROCESSOR reserves the right to amend the definition of Excessive Chargebacks ratios, as may be required to remain in compliance with the Rules, upon reasonable advance Notice to Merchant.

6.2 Fees for Refunds

Merchant acknowledges and agrees that the Merchant shall be charged the fees set forth on the Schedule of Fees for the processing of Chargebacks. Merchant also acknowledges that the applicable fees are subject to change upon reasonable Notice.

6.3 Disputes

Merchant acknowledges and agrees that while PROCESSOR shall assist Merchant with all disputes concerning Chargebacks, PROCESSOR shall not be liable for any unresolved disputes or similar matters related thereto and that the Merchant shall remain liable for any amounts arising as a result of Chargebacks.

6.4 Survival

This Section 6 shall survive the termination or expiration of the Agreement.

7. OBLIGATIONS OF MERCHANT

7.1 No endorsement

Merchant will not indicate on its website or in any advertising or promotional materials that PROCESSOR endorses the Merchant, without the prior written consent of PROCESSOR.

7.2 Prohibition Against Fraudulent Transactions

Merchant shall not present to PROCESSOR, directly or indirectly, any transaction that:

- i. does not result from a transaction between the Customer and Merchant;
- ii. Merchant knows or should have known to be fraudulent or not authorized by the Customer;
- iii. results from a transaction outside Merchant's normal course of business;
- iv. is illegal or may damage the goodwill or reflect negatively upon UnionPay and/or PROCESSOR; or,
- v. represents charges incurred by a Customer for previous transactions.

Merchant shall not:

- i. disburse funds in the form of travelers checks, if the sole purpose is to allow a Customer to make a cash purchase of goods or services from Merchant;
- ii. Request or use a UnionPay debit or credit card account number for any purpose other than as payment for its goods or services;
- iii. change their contact information, business information, business model, product and/or service offerings from those submitted during the Merchant's initial application, submission and acceptance by PROCESSOR without PROCESSOR's prior written consent (which may be provided pursuant to the Notice requirements set forth in this Agreement).

7.3 Performance

The offering, access, goods or services described for sale by the Merchant must actually be delivered or performed by the Merchant, immediately or in a fully disclosed time frame expressly specified and clearly disclosed to each Customer.

7.4 Returns and Exchanges

- i. For the entirety of this Agreement, Merchant will establish and maintain a fair and uniform Return Policy, subject to PROCESSOR's approval, for the exchange and return of goods or services sold;
- ii. Merchant will be fully responsible for all Deductions/Chargebacks, Reversals, Refunds and disputes associated with its good or services;
- iii. All disputes involving the goods or services purchased using the Services under this Agreement will be settled between the Merchant and the Customer. The Merchant agrees to indemnify and hold PROCESSOR harmless from any claim or liability relating to any such dispute;
- iv. Merchant will provide PROCESSOR, upon request, with any information, evidence, assignments or other assistance PROCESSOR may need to help resolve any Customer disputes regarding the nature, quality or performance of the goods or services offered by the Merchant or in connection with any return or rejection of such goods or services.

7.5 Proof of delivery

Merchants who sell physical goods will obtain proof of delivery to Customers for any physical goods via either a courier services tracking number or receipt. The tracking number or receipt must be verifiable through the courier or delivery organization. Merchant will retain copies of such proof of delivery for a period of two years from the date the record was created and provide such authorizations and verifications to PROCESSOR upon request.

7.6 Proof of Purchase

Merchant agrees to provide Customer confirmation of the online transaction/purchase, including, but not limited to, the status of the purchase, the date of the purchase, the details of the purchase price, details of the product (good and/or service) purchased, details concerning the delivery of the product (good and/or service) purchased, Merchant's return/refund policy and procedures, the contact information for the Merchant, and other relevant information concerning the purchase.

8. PROHIBITED CONDUCT

8.1 Prohibited Conduct

Merchant will not, directly or indirectly, engage in Prohibited Conduct as established by PROCESSOR from time to time in compliance with the Rules, and provided to Merchant.

8.2 Amendments to Prohibited Conduct

PROCESSOR may at any time and at its reasonable discretion, amend what constitutes Prohibited Conduct in compliance with the Rules. Such amended list of Prohibited Conduct shall take effect five (5) business days after PROCESSOR provides Notice to the Merchant of the amendments.

9. COMPLIANCE WITH LAW & INDUSTRY STANDARDS

9.1 General

Merchant warrants and agrees that it will at all times comply in full with any and all laws applicable to the Merchant's business, requirements of applicable federal, state and local laws, and relevant industry standards, including, but not limited to the NACHA, the Rules and further regulations of the UnionPay Card Association. Merchant further warrants and agrees that it is solely responsible for the content, products and/or services displayed or offered on its website(s). If requested by PROCESSOR, Merchant agrees to promptly provide PROCESSOR a legal opinion from a qualified attorney certifying that Merchant is in compliance with the rules and regulations set forth above.

9.2 Ownership

Merchant warrants and agrees that it has the legal right, pursuant to license, ownership or otherwise to use and to disseminate any and all information, graphics, text, data, video and audio that appear in any manner within or on the Merchant's website(s).

9.3 Tax

Merchant warrants and agrees that it will be solely and fully responsible for payment of any and all applicable federal, state or local sales, and any and all GST, use or value-added taxes associated with the Merchant's business and the sale of the Merchant's goods and/or services.

9.4 Merchant Regulatory Reporting

PROCESSOR is required to report to the IRS (including, but not limited to, certain States subject to regulatory compliance), on an annual basis, Merchant's annual gross volume. Merchant is responsible for providing PROCESSOR with the matching taxpayer identification number and legal name on file with the IRS. PROCESSOR will provide Merchant a copy of Merchant's 1099-K by January 31st of each year. Merchant acknowledges that PROCESSOR may be required by the IRS to withhold a percentage of up to 30% from Merchant's settled volume for non-compliance with the IRS reporting requirements. In the event PROCESSOR is required to withhold funds due to the Merchant's non-compliance, Merchant will also be responsible to reimburse PROCESSOR for all reasonable costs PROCESSOR incurs in performing such function. This provision may be amended from time to time to ensure compliance with the regulations.

9.5 Anti-Money Laundering

Merchant warrants and agrees that it will comply with sanctions enforced by the US Department of Treasury, Office of Foreign Assets Control (OFAC) or other Governmental Agencies, including trade embargoes, anti-money laundering and counter-terrorism controls.

10. INTELLECTUAL PROPERTY

10.1 No Right to Intellectual Property

Other than the express and limited rights to use granted by this Agreement, neither party grants a right or license to the other by implication, estoppel or otherwise to the respective parties Intellectual Property and Intellectual Property Rights. Each party shall retain all ownership rights, title, and interest in and to its own products and services and all intellectual property rights therein, subject only to the rights and licenses specifically granted herein. Each party shall have the sole right, but not the obligation, to pursue copyright and patent protection, in its sole discretion, for that party's Intellectual Property and any rights incorporated therein. Neither Party shall remove or destroy any proprietary, confidentiality, trademark, service mark, or copyright markings or notices placed upon or contained in any materials or documentation received from the other in connection with this Agreement.

10.2 Survival

This Section 10 shall survive the expiration or termination of this Agreement.

11. SUSPENSION

11.1 Suspension

PROCESSOR, in its reasonable discretion, may suspend the Services to the Merchant in the event of:

- i. a breach of this Agreement by the Merchant that goes uncured for a period of 30 days upon advance Notice;
- ii. the Merchant incurs a level of Chargebacks and/or Invalid Transactions that are Excessive (as set forth in Section 6); or
- iii. PROCESSOR may immediately suspend Services and terminate this Agreement in the event of any material misrepresentation or default knowingly or intentionally caused by Merchant with respect to its obligations to comply with PROCESSOR policies or the Rules (including, without limitation, an act enumerated on the Prohibited & Restricted Content List, an act classified as Prohibited Conduct as amended from time to time, or an act that does not comply with the pertinent provisions set forth in this Agreement including, without limitation, Sections 6, 7, 8 and 9) if PROCESSOR reasonably determines that the default is of such a serious nature that an opportunity to cure such default is not practical or warranted;
- iv. If UnionPay, NACHA or any federal, state or other type of regulatory agency or governmental body having jurisdiction over the subject matter of this Agreement makes a demand that either PROCESSOR or any of its

- vendors discontinue or substantially modify any of the Merchant Services, PROCESSOR may immediately suspend Services and terminate this Agreement; or,
- v. the occurrence of any of the events set forth in subsection 12.5 set forth below.

11.2 Period of Suspension

Pursuant to this Agreement, PROCESSOR may suspend the Services to the Merchant for an indefinite period of time, including and up to permanent termination based directly upon the severity of the cause of the suspension as set forth above.

11.3 Reactivation

PROCESSOR may, in its reasonable discretion, elect to reactivate the Services performed to Merchant. PROCESSOR may impose further reasonable conditions upon the Merchant before such reactivation takes place.

11.4 No waiver

No election by PROCESSOR to suspend the Services to the Merchant shall constitute a waiver of any right to immediately terminate this Agreement.

12. TERM AND TERMINATION

12.1 Term

The initial term of this Agreement shall be for a period of four (4) year, commencing on PROCESSOR's Notice of approval to Merchant.

12.2 Renewal

The Term of this Agreement will automatically renew for successive twelve (12) month periods thereafter unless either party provides Notice of termination to the other party at least thirty (30) days prior to the expiration of the then current term.

12.3 Termination

Default. Either party shall have the right to terminate this Agreement at any time if:

- (a) the other party breaches any of the provisions of this Agreement and fails to cure such breach within thirty (30) days of its receipt of Notice thereof from the non-breaching party; or
- (b) the other party (i) fails to pay its debts or perform its obligations in the ordinary course of business as they mature; (ii) becomes the subject of any voluntary or involuntary proceeding in bankruptcy, liquidation, dissolution, receivership, attachment or assignment or composition for the benefit of creditors.

12.4 Termination for Force Majeure Event

If a Force Majeure Event continues for more than two (2) months, either party may terminate this Agreement by giving at least seven (7) days Notice to the other party.

12.5 Immediate Termination

PROCESSOR may terminate this Agreement immediately by Notice to the Merchant under the following:

- i. the Merchant incurs a level of Chargebacks and/or Invalid Transactions that are Excessive (as set forth in Section 6);
- ii. in the event of any material misrepresentation or default knowingly or intentionally caused by Merchant with respect to the information submitted on Merchant's Application and/or its obligations to comply with PROCESSOR policies or the Rules (including, without limitation, an act enumerated on the Prohibited & Restricted Content List, an act classified as Prohibited Conduct as amended from time to time, or an act that

does not comply with the pertinent provisions set forth in this Agreement including, without limitation, Sections 6, 7, 8 and 9) if PROCESSOR reasonably determines that the default is of such a serious nature that an opportunity to cure such default is not practical or warranted;

- iii. If UnionPay, NACHA or any federal, state or other type of regulatory agency or governmental body having jurisdiction over the subject matter of this Agreement makes a demand that either PROCESSOR or any of its vendors to discontinue or substantially modify any of the Merchant Services, PROCESSOR may immediately suspend Services and terminate this Agreement;
- iv. Merchant discontinues its operations or materially changes its business type or its products/services offered as represented by Merchant to PROCESSOR in this Agreement;
- v. Merchant does not respond to PROCESSOR within a reasonable amount of time from Notice not to exceed 7 business days;
- vi. All or substantially all of the assets of Merchant are sold, hypothecated, transferred or pledged;
- vii. Merchant becomes insolvent;
- viii. There is a substantial or material change in the form, management, operations or ownership of Merchant's business;
- ix. There is a substantial change in Merchant's current credit standing or a depreciation of Merchant's financial condition; or
- x. For any other reason based on PROCESSOR's reasonable policy or business decision.

Merchant hereby agrees to provide immediate Notice to PROCESSOR upon the occurrence of any of the events or conditions set forth in this provision.

12.6 Early Termination by Merchant (without cause)

In the event Merchant elects to terminate this Agreement without cause or for convenience at any time pursuant to this provision, and such termination is effective before the last day of the Initial Term, or any subsequent Renewal Term, Merchant shall pay PROCESSOR a termination fee on the date of termination as PROCESSOR's sole remedy. Notwithstanding the limits of liability set forth herein, the termination fee shall be calculated by multiplying the average of the last twelve (12) months gross billings by the number of months remaining in this Agreement after the date of termination.

12.7 Obligation on Termination

Upon the termination of this Agreement:

- i. Merchant must immediately cease using PROCESSOR's Services, all information, records, advertising material, promotional materials, documents and other materials relating to PROCESSOR or PROCESSOR's Services;
- ii. Merchant must immediately cease using and return any and all PROCESSOR Intellectual Property and PROCESSOR's Confidential Information;
- iii. PROCESSOR will be relieved of its duty to settle any non-outstanding funds due to the Merchant; and
- iv. PROCESSOR will hold, as security against any future Chargebacks, the Reserve and any outstanding funds owing to the Merchant for the period set forth in Section 5 above.

This provision shall survive the termination of this Agreement.

13. CONFIDENTIALITY AND ANNOUNCEMENT

13.1 Obligations of Confidentiality

Except as set forth in this Agreement, the Parties shall not disclose to any third party any Confidential Information pertaining to the other Party (including the existence of this Agreement) or the fact that there are or have been business discussions between the parties. Receiving Party agrees to use the same degree of care that it uses to protect its own confidential and proprietary information of similar importance, but in no event no less than reasonable care, to prevent the unauthorized use, disclosure, publication or dissemination of Confidential Information. Receiving Party agrees to accept disclosing Party's Confidential Information for the sole purpose of evaluation in connection with receiving Party's business discussions with disclosing Party or fulfilling its contractual obligations. Receiving Party agrees not to otherwise use, disclose, publish or disseminate Confidential Information for its own or any third party's benefit without the prior written approval of an authorized representative of disclosing Party in each such instance.

13.2 Exceptions to Obligations of Confidentiality

The obligations of confidentiality do not apply if:

- i. the parties have agreed in writing to the particular disclosure, use, or copying;
- ii. the information is disclosed to an officer or employee of a party who needs to know the information to perform his or her duties, and such confidentiality applies equally to that officer and employee; or
- iii. the information is Excluded Information.

13.3 Security of Confidential Information

Each party must:

- i. use the same degree of care that it uses to protect its own confidential and proprietary information of similar importance, but in no event no less than reasonable care, to prevent the unauthorized use, disclosure, publication or dissemination of Confidential Information;
- ii. ensure that Confidential Information is secure from theft, loss, damage or unauthorized access or alteration; and,
- iii. ensure that persons other than the Merchant do not disclose use or copy Confidential Information except as permitted in this Agreement.

13.4 Return of Confidential Information

Upon expiration of this Agreement or upon termination of this Agreement for any reason, each party must immediately:

- i. Deliver and return to the other party (or if in electronic form, erase or destroy) all documents and other materials containing, recording or referring to Confidential Information which are in its possession, custody, power or control; and
- ii. ensure that any person who receives the Confidential Information with the other party's authority returns the Confidential Information to the other party in any form in which it is held (or if it is in electronic form, erases or destroys it).

This provision shall not apply to documents and other materials that PROCESSOR is required to retain pursuant to the Rules.

13.5 Privacy

Merchant and PROCESSOR agree to use their best efforts to collectively assist each other to comply with their obligations under any applicable privacy laws in relation to this Agreement. The Merchant will obtain all necessary consents (and comply with all Rules and regulations) with respect to the Merchant's use of the personal information of Customers used in connection with this Agreement.

13.6 Survival

This Section 13 shall survive the termination or expiration of this Agreement.

14. NO WARRANTY AND LIMITATION OF LIABILITY

14.1 No Warranty

PROCESSOR does not warrant or represent that its services will be uninterrupted or error free nor will it be liable for damages resulting there from, except where any interruption or error is due to the gross negligence or willful misconduct of PROCESSOR. The warranties set forth above constitute the only warranties with respect to the services of PROCESSOR and are in lieu of any other warranties, written or oral, statutory, express or implied, including without limitation, the warranties of merchantability and fitness for a particular purpose.

14.2 Limitation of liability

PROCESSOR will use commercially reasonable efforts to provide Services to the Merchant. Merchant acknowledges its use of the Services solely on the basis of the representations herein expressly set forth. No dealer, distributor, reseller, agent or employee of PROCESSOR is authorized to make any warranties on behalf of PROCESSOR, or to assume for PROCESSOR any liability in connection with the Services. PROCESSOR's entire liability resulting from PROCESSOR's failure to perform any of its obligations under this Agreement shall be the Merchant's actual damages as might be provable in a court of law, but not to exceed the amount paid to PROCESSOR by the Merchant for the Services pursuant to this Agreement. IN NO EVENT SHALL PROCESSOR BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE OR SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OR FOR LOST PROFITS, SAVINGS OR REVENUES OF ANY KIND, REGARDLESS OF WHETHER PROCESSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The limitations of liability set forth in this clause shall apply:

- i. regardless of the form of claim or action; and
- ii. whether or not damages were foreseeable.

IN NO EVENT SHALL PROCESSOR BE LIABLE FOR:

- i. ANY BILLING, COLLECTION, TECHNICAL OR OTHER MISTAKES, ERRORS OR OMISSIONS BY THIRD PARTY PROVIDERS OR AGENTS; OR
- ii. CLAIMS, DEMANDS OR ACTIONS AGAINST THE MERCHANT BY ANY OTHER PARTY.

14.3 Survival

Subsection 14.2 shall survive the termination or expiration of this Agreement.

15. INDEMNITY

15.1 Indemnity

Merchant shall indemnify and hold harmless PROCESSOR, its employees, officers, directors, agents and affiliates from and against any and all fines, penalties, losses, damages, Deductions, injuries, claims (including attorney's fees) or other liabilities arising out of or in connection with this Agreement or the performance of this Agreement and caused by the acts or omission, negligent or otherwise, of the Merchant, its employees, affiliates, subcontractors or agents, but not limited to claims of third parties resulting from or in connection with the Merchant's offering(s), website(s), products, services, messages, representations, warranties, covenants or any failure to comply with applicable laws.

15.2 Non-payment

Notwithstanding anything to the contrary in this Agreement, PROCESSOR will not be liable for the non-payment to the Merchant of any Settlement or portion thereof which results from:

- i. transactions that are Invalid Transactions, Chargebacks, ineligible, fraudulent, illegal or that violate applicable laws or the Rules; or
- ii. transactions in which the Customer disputes any liability because the Merchant's goods and/or services were not received or were returned, rejected, defective or because the Merchant failed to perform any obligation in connection with such goods and/or services.

Merchant acknowledges and agrees that PROCESSOR offers a non-indemnified Service and that PROCESSOR's liability for settlements to the Merchant shall be limited to the amounts received by PROCESSOR from China UnionPay or its financial institutions.

15.3 Survival

This Section 15 shall survive the termination or expiration of this Agreement.

16. NOTICES

16.1 Notice

All notices, demands, and other communication required or permitted hereunder shall be made in writing and shall be deemed to have been duly given if delivered by hand or mailed, postage prepaid, certified, registered, first-class mail, and/or addressed to the addresses set forth on the incorporated Merchant Application. Notices can be completed by email, read receipt requested. If to PROCESSOR, Merchant may post Notice to PROCESSOR if delivered by email. The email address used for the Merchant will be the email address the Merchant provided on the Application. Notice of change of address shall be effective only when given in accordance with this section. All notices complying with this section shall be deemed to have been received on the date of delivery or on the third (3rd) business day after mailing or emailing.

17. AMENDMENT AND ASSIGNMENT

17.1 Amendment

Except where expressly stated herein, this Agreement can only be amended, supplemented, replaced or novated by another document signed by the parties, as set forth in subsection 18.9.

17.2 Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. Notwithstanding, the foregoing, Merchant shall not assign, sell, transfer, delegate, or otherwise dispose of, whether voluntarily or involuntarily, or by operation by law, any right or obligation under this Agreement without the prior written consent of PROCESSOR. Any purported assignment, transfer, or delegation in violation of this section shall be null and void.

18. GENERAL

18.1 Governing Law

The validity, interpretation, enforceability and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties waive any right to a trial by jury in any litigation based upon or arising out of this Agreement. Each party submits to the exclusive jurisdiction of the courts exercising jurisdiction in the County of Los Angeles, USA for any proceedings arising out of or related to this Agreement, and waive any right it may have to claim that those courts are inconvenient. This provision shall survive the termination or expiration of this Agreement.

18.2 Liability for Expenses

Each party must bear its own costs in negotiating and executing this Agreement.

18.3 Recovery of Fees and Costs

The breaching party shall be liable for and shall indemnify and reimburse the prevailing party for any and all internal and external fees, costs and expenses (including but not limited to legal costs, attorney's fees, collection agency fees and respective internal fees) paid or incurred in the enforcement of this Agreement, or in collecting any amounts due pursuant to this Agreement or resulting from any breach of any of the terms or conditions of this Agreement, regardless of whether legal action is commenced. In addition, PROCESSOR shall be entitled to recover from Merchant all of its investigative and other costs related to searching for the whereabouts of Merchant or any Guarantor. This provision shall survive the termination or expiration of this Agreement.

18.4 Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable for any reason, the remaining provisions not so declared shall nevertheless continue in full force and effect, but shall be construed in a manner so as to effectuate the intent of this Agreement as a whole, notwithstanding such stricken provision or provisions. This provision shall survive the termination or expiration of this Agreement.

18.5 Waiver

No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other party, whether express or implied, shall not constitute consent to, waiver of, or excuse for any different or subsequent breach. This provision shall survive the termination or expiration of this Agreement.

18.6 Drafting

No provision of this Agreement shall be construed against any party merely because that party or counsel drafted or revised the provision in question. All parties have been advised and have had an opportunity to consult with legal counsel of their choosing regarding the force and effect of the terms set forth herein. This Agreement shall be deemed to be jointly prepared by the parties and therefore any ambiguity or uncertainty shall be interpreted accordingly.

18.7 Entire Agreement/Binding Effect

This Agreement, including all schedules, exhibits and attachments thereto, sets forth the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein, and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, partner, employee or representative of any party hereto. This Agreement shall be binding upon and shall inure only to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement, express or implied, is intended to confer or shall be deemed to confer upon any persons or entities not Party to this Agreement, any rights or remedies under or by reason of this Agreement. This provision shall survive the termination or expiration of this Agreement.

18.8 Right of Set-Off

PROCESSOR has the right of setoff against the Merchant Bank Account, the Reserve Account or any deposit account Merchant maintains to satisfy any obligation of Merchant to PROCESSOR. In the event, any debit or other charges are not honored by the Merchant's Bank, the Merchant hereby gives PROCESSOR the right to offset any such debt owed to PROCESSOR from the Merchant's Volume prior to settlement.

18.9 Counterparts/Electronic Signatures/Facsimile Signatures.

This Agreement and all corollary and subsequent Schedules, Amendments, Addendums and other documents may be executed in one or more counterparts, each of which shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument. The signatures to this Agreement may be evidenced by scanned copies reflecting the party's signatures hereto, facsimile copies reflecting the party's signatures hereto, and any such e-signatures, scans and/or facsimile copies shall be sufficient to evidence the signature of such party as if it were an original signature.

18.10 Cooperation

Merchant and PROCESSOR agree to cooperate in good faith in the performance of their respective duties and responsibilities under this Agreement. In particular, but without limiting the foregoing, Merchant agrees to provide PROCESSOR with any and all necessary support, documentation and information pertaining to any and all Customer requests for Reversals/Refunds. Both parties acknowledge that time is of the essence in their agreement to cooperate.

18.11 Relationship of the parties

Both parties acknowledge that they are independent contractors in the performance of this Agreement and that this Agreement is not intended to and does not create an agency, partnership, trustee/beneficiary or joint venture relationship between the parties. Both parties acknowledge that they are solely responsible for their own operations and business expenses and that there will be no sharing of profits and losses amongst the parties under this Agreement. This provision shall survive the termination or expiration of this Agreement.

[the next page is the signature page]

IN WITNESS WHEREOF, the parties have entered into this Agreement effective as of the date set forth above the signature of EIRTH.

MERCHANT		
Entity Name:		
Principal/Officer Signature #1:	Print Name:	Date:
Principal/Officer Signature #2:	Print Name:	Date:
HIKER PAYMENTS		
Principal/Officer Signature #1:	Print Name:	Date:
EIRTH PAY		
Principal/Officer Signature:	Print Name:	Date: