

一、电商收款服务

Terms and Conditions of Use

Ver. 2018-2A

Thank you for choosing Skyee (defined below). By registering with Skyee or otherwise using its services, you agree to abide by Skyee's Terms and Conditions of Use and Privacy Policy. Different Terms and Conditions of Use apply depending on the type of currency that pertains to Skyee's services:

- The Terms and Conditions of Use For USD Services (Ver. 2018-2A USD), attached hereto as **Exhibit A**, governs the relationship between Skyee and you if you use Skyee's services that pertain to US Dollar ("USD").
- The Terms and Conditions of Use For EURO and GBP Services (Ver. 2018-2A EURO/ GBP), attached hereto as **Exhibit B**, governs the relationship between Skyee and you if you use Skyee's services that pertain to Euro ("EURO") or pound sterling ("GBP").
- The Terms and Conditions of Use For JPY Services (Ver. 2018-2A JPY), attached hereto as **Exhibit C**, governs the relationship between Skyee and you if you use Skyee's services that pertain to Japanese Yen ("JPY").

Skyee's Privacy Policy is attached hereto as **Exhibit D**.

From time to time, Skyee may amend the terms under which its Services are offered, including these Terms and Conditions of Use and Privacy Policy, both of which may only be amended by Skyee. Skyee may amend the Terms and Conditions of Use and Privacy Policy unilaterally and at its sole discretion.

Skyee will post the latest revised versions of these Terms and Conditions of Use and Privacy Policy on its website at www.skyee360.com. If Skyee makes changes that are material, Skyee will notify you via e-mail or other written communication before the changes take effect. If you disagree with the proposed changes, then you should stop using the Skyee Services within the designated notice period. Your continued use of our Services will be subject to the new terms. However, any dispute that arose before the changes will be governed by the version of the Terms and Conditions of Use and Privacy Policy that was in place when the dispute arose.

These Terms and Conditions of Use and Privacy Policy may also be extended and amended by separate written agreement(s) entered into between Skyee and you. However, unless Skyee and you have entered into such separate written agreement, only these Terms and Conditions of Use and Privacy Policy, both as amended from time to time, govern the business relationship between you and Skyee.

These Terms and Conditions of Use and Privacy Policy are originally written in English. We may translate them into other languages. In the event of a conflict between a translated version of the Terms and Conditions of Use and Privacy Policy and the English version, the English version controls.

The exhibits hereto – **Exhibit A, Exhibit B, Exhibit C, and Exhibit D** – are an integral part of this agreement and are deemed incorporated by reference herein.

Exhibit A
Terms and Conditions of Use
For USD Services
Ver. 2018-2A USD

Terms and Conditions of Use
For USD Services
Ver. 2018-2A USD

1. Introduction

Thank you for choosing Skyee (defined below). “Skyee” means Global M2C Company Ltd. This agreement comprise of these Terms and Conditions of Use For USD Services (including all documents incorporated by reference), Privacy Policy, and, if any, additional written agreement(s) to extend and amend the Terms and Conditions of Use For USD Services entered into by Skyee and you (collectively the “Agreement”). By registering with Skyee or otherwise using its services (“Services”), you agree to abide by the terms of this Agreement.

2. Operations Support

Guangzhou Gao Fu Information Technology Co. Ltd. (“Gao Fu”) provides operations support to Skyee. Gao Fu provides Skyee with, among other things, support in marketing, IT, administration, and customer service. Even though this Agreement is between you and Skyee, you acknowledge and accept any Service provided to you by Gao Fu as Skyee’s delegate.

3. Scope of Services

Skyee serves as your agent to receive, on your behalf, funds in payment for the sale of goods or services. Services provided include the following:

(i) Provide to you virtual account number(s), account reference number(s), or sub account number(s) for the purpose of receiving funds on your behalf (“Collection Account”). The Collection Account is not your bank account. Rather, it is a special purpose account, established by Skyee for the purpose of receiving funds.

(ii) Receive funds on your behalf and deposit such funds into bank accounts established by Skyee or its affiliate Skyee HongKong Company Limited, or established by banks that service any of them. Your funds will be pooled with that of Skyee’s or its affiliates’ other customers.

(iii) Convert the funds received on your behalf into designated currency. Such conversion may be done by Skyee or its affiliate Skyee HongKong Company Limited, or by banks or other financial institutions that service them.

(iv) Transmit the funds received on your behalf through its affiliate Skyee HongKong Company Limited, banks, intermediary financial institutions, or your designated agent to a bank account designated by you (“Withdrawal Account”).

(v) Provide you with an online account (“Skyee Account”) to view and manage your funds.

(vi) Any additional services (if any) that are made available by Skyee from time to time.

4. Appointment as Your Agent and Attorney In Fact

You hereby appoint Skyee as your agent for the purpose of receiving funds on your behalf (the “Purpose”). In connection with this Purpose, you authorize Skyee to do the following:

(i) To receive funds on your behalf.

- (ii) To deposit the received funds into bank accounts established by Skyee or by its affiliate Skyee HongKong Company Limited, or established by banks that service any of them. Your funds will be pooled with that of Skyee's or its affiliates' other customers.
- (iii) To convert the funds received on your behalf to designated currency. Such conversion may be done by Skyee or its affiliate Skyee HongKong Company Limited, or by banks or other financial institutions that service them.
- (iv) Transmit the funds received on your behalf through its affiliate Skyee HongKong Company Limited, banks, intermediary financial institutions, or your designated agent to your Withdrawal Account.
- (v) To take any other action necessary to effectuate the Purpose.

You hereby appoint Skyee as your attorney in fact and authorize Skyee to establish and/or any bank account in your name, to issue any instructions or orders with respect to these accounts, and to take any other action necessary to effectuate the Purpose.

Skyee's duties to you, including the scope of duties and limitations of liability, are exclusively defined by the terms of this Agreement. To the extent permitted by law, Skyee's disclaims all other duties, fiduciary or otherwise, not explicitly provided for in this Agreement.

5. Service Fees, Advanced Funds, and Right To Offset

For Services provided, Skyee charges a fee mutually agreed between Skyee and you (for the avoidance of doubt, based on a percentage of the funds received, a fixed amount fee or any other basis as agreed). The fee is due when the funds are received into the Collections Account. Skyee also charges a fee for fund transfers to your Withdrawal Account, which is due upon the initiation of the fund transfer. The fee for fund transfer may be either a flat fee or a percentage based fee. The aforementioned fees are collectively referred to as "Service Fees." The Service Fees may change from time to time. The Service Fee schedule is published on Skyee's website at <http://www.Skyee360.com> and are incorporated into this Agreement by reference. When such Services Fees are due, you authorize Skyee or its affiliate Skyee HongKong Company Limited to collect the Service Fee by debiting from the funds received on your behalf. Your Skyee Account will show the funds received, the Service Fees charged, and the available balance for withdrawal by you. If you have

any questions or are unclear as to any fees, you should contact Skyee Customer Support.

To facilitate faster settlement, when you place a withdrawal request, Skyee, its affiliates, or intermediary financial institutions may advance funds to you. You authorize Skyee or its affiliates to debit the funds received on your behalf in repayment of such advanced funds.

In the event that the funds received on your behalf are insufficient to meet your obligations, you shall pay Skyee or its affiliates the difference upon Skyee's written demand. Furthermore, you authorize Skyee or its affiliates to offset any obligation to deliver funds to you against any outstanding amounts that you owe to Skyee or its affiliates.

6. AML Program

Skyee has a legal obligation to comply with applicable laws and regulations in the jurisdictions where it operates, in particular with respect to those laws and regulations regarding money laundering and terrorist financing (collectively "AML Laws"), including but not limited to, where applicable, the U.S. Bank Secrecy Act, the U.S. Patriot Act, and regulations promulgated by the U.S. Financial Crimes Enforcement Network and the U.S. Office of Foreign Asset Control. As such, Skyee is required to maintain an effective Anti-Money Laundering and Anti-Terrorist Financing policies and procedures (collectively the "AML Program").

Pursuant to its AML Program -

- (i) Skyee may request that you provide information and/or documentation regarding identity, product, and the underlying transaction supporting the payment of funds to you and may verify or authenticate such information and/or documentation.

- (ii) Skyee may (a) request that you provide information that enable Skyee to access third party e-commerce platforms on which you conduct business or third party information platforms that you utilize to conduct business (collectively referred to as "Marketplace Account") and (b) access your Marketplace Account to obtain transaction information.

(iii) Skyee may request that you provide other information or documentation.

(iv) Skyee may take other actions as prescribed by its AML Program or that it deems necessary to meet its compliance obligations.

You agree to provide information and/or documentation requested by Skyee and you further authorize Skyee to access your Marketplace Account to obtain information about you, your products, and transactions in order to implement its AML Program, to comply with AML Laws or requests by government authorities, and/or to provide Services to you.

7. Information Sharing

Skyee's affiliate Skyee HongKong Company Limited is subject to applicable AML Laws and maintain its own AML Compliance Programs. Furthermore, the Service Providers (defined below) of Skyee and its affiliates are also subject to applicable AML Laws in the jurisdictions where they operate. "Service Providers" mean banks, payment service providers, clearing networks, and other third party payment processing services, and other intermediary financial institutions that support Skyee in the provision of Services.

In many instances, Skyee and its affiliates are required by their Service Providers to share information about you, your products, and your transactions in order to facilitate the Service Providers' implementation of their own AML Programs, to comply with AML Laws or requests by government authorities, and/or to provide services to Skyee and its affiliates.

Finally, government authorities may also require Skyee and its affiliates, to share information about you, your products and your transactions for regulatory, investigative, and legal purposes.

You authorize Skyee and its affiliates to share information about you, your products, and your transactions with their Service Providers and with government authorities for compliance purposes (including to facilitate Service Providers in implementing their AML Programs and to meet their compliance obligations) or in response to legal processes or court orders.

You authorize Skyee to provide a copy of this Agreement and any transaction information to any payer that request information concerning you and regarding the settlement of funds to your Collection Account.

Any information and documentation that you provide to Skyee or its affiliates are subject to Skyee's Privacy Policy. This Section 7 supplements Skyee's Privacy Policy. In the event of any conflict between this Section and the Privacy Policy, this Section 7 will control.

8. Compliance with Applicable Law and Prohibited Use

You covenant, represent, and warrant that you will comply with all applicable laws in connection with the performance of your obligations under this Agreement.

You agree not to use the Collection Account or Skyee's services for any activity, which is illegal under applicable law or to facilitate any transaction other than those transactions specifically contemplated by this Agreement.

You further agree not to use the Collection Account or Skyee's services to facilitate the collection of payment from payors located in jurisdictions set forth in the **Prohibited Countries List**, as amended from time to time, which is published on Skyee's website and incorporated into this Agreement by reference. Skyee may amend the **Prohibited Countries List** in its sole discretion.

You further agree not to use the Collection Account or Skyee's services to facilitate the transaction of goods or services set forth in the **Prohibited Products and Services List**, as amended from time to time, which is published on Skyee's website and incorporated into this Agreement by reference. Skyee may amend the **Prohibited Products and Services List** in its sole discretion.

9. Registering with Skyee

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT – To help the U.S. government fight the funding of terrorism and money laundering activities, U.S. federal law requires all financial institutions and their third parties to obtain, verify, and record information that identifies each person who opens

a new account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may ask to see your government issued personal ID (e.g. personal ID card, passport) or other identifying documents. In addition, we may also require you to provide identification information/or regarding your beneficiaries or other control persons.

In order to use Skyee's Services, you must register with Skyee to obtain a Skyee Account. Through the Skyee Account, you would be able to access Skyee's Services and obtain information about the funds received, the Service Fees charged, and the available balance for withdrawal by you. Any individual (18 years or older) or business entity based in China (or the Hong Kong Special Administrative Region of People's Republic of China), may apply to register with Skyee. If you register with Skyee on behalf of a business entity, you represent that you are duly authorized to enter into this Agreement on behalf of the business entity.

To successfully complete the registration process, you must submit an application and supporting information and documentation requested by Skyee (collectively "Application"). You represent that the Application you submit is accurate to the best of your knowledge. You authorize Skyee to use the information provided in the Application to access your Marketplace Account to collect additional information about you, your products and transactions. In some instances, in addition to the information and/or documentation initially requested, Skyee may require you submit additional information and/or documentation to supplement the Application. You shall amend or supplement the Application, both during and after completing the registration, if information in the previously provided Application is inaccurate or requires amendment or supplementation due to changed circumstances.

After approval of your Application, Skyee will provide you with a Skyee Account and one or more Collection Accounts. It is your responsibility to secure your Skyee Account and Collection Account information. If you allow another person to have access to your Skyee Account or Collection Account, Skyee will consider any use by such person as authorized by you and you shall be liable for transactions and fees incurred by such use.

Skyee reserves the right, in its sole discretion, to reject any Application. Skyee reserves the right to terminate, suspend, or otherwise limit your use of Skyee Account and/or Collection Account at any time, even after approval of your Application.

10. Receiving Funds

Skyee's Services enable you to receive funds. After you successfully register with Skyee, Skyee will provide you with Collection Account(s) and other information

necessary to receive funds using Skyee's Services. The Collection Account is for receiving funds only. Unless authorized by Skyee, you shall not allow any party the right to debit the Collection Account. You are liable to Skyee for any unauthorized debits made to the Collection Account.

With respect to any inbound funds, you acknowledge that the receipt of the funds by Skyee will satisfy and discharge the payer's corresponding payment obligations to you. Furthermore, you release the payer from liability for such payment when the funds are received by Skyee and not as of later when Skyee settles the funds to you.

You may only use Skyee's Services to receive funds from payers, such as e-commerce marketplace ("Marketplace") or other parties that are approved by Skyee. (The term "Funds" as used in any agreement entered into by and between Skyee and you that extend and amend these Terms and Conditions *For USD Services* and/or Privacy Policy means funds received on your behalf from Marketplace.) The approval of the payer is at Skyee's sole discretion. Funds from non-approved payers will be rejected. You shall bear any costs and expenses associated with the rejection of such funds.

Skyee will assign to you Collection Account(s) to receive funds denominated in USD. You are responsible for ensuring that the funds denominated in USD are transferred into the Collection Account. In the event that the payer is a Marketplace, you are responsible for binding the Collection Account to the Marketplace that pays funds to you in USD. For other transactions, you are responsible for advising the payer that the funds must be denominated in USD. Funds that do not correspond to the currency type of the Collection Account may be rejected. You agree to bear any expense associated with the rejection of the funds. You are solely responsible for all consequences resulting from the rejection of the funds.

Skyee accepts funds transferred via ACH. Unless otherwise permitted by Skyee, Skyee does not accept funds transferred by any other means, including but not limited to transfers made via cash, credit card payment, wire transfer, or checks.

In the event that Skyee, its affiliates, or one of their Service Providers believes that receiving funds on your behalf or transmitting funds to you may violate applicable law or would lead to Skyee, its affiliates, or their Service Providers to bear excessive legal, financial, or reputational risk, then your funds may be temporarily withheld pending the outcome of an internal or government investigation. Based on the outcome of the investigation, your funds may be remitted to you, rejected or, pursuant to instructions from government authorities, frozen or forfeited to the government.

Skyee reserves the right to reject any inbound funds in part or in full at any time. The funds may be rejected for any reason, including but not limited to non-compliance with AML Laws or the AML Program of Skyee, its affiliates, and their Service Providers. Furthermore, Skyee is not obligated to disclose the reasons for the rejection.

The amount of time required for inbound funds from the payer to reach your Collection Account is not within Skyee's control. Skyee is not responsible for any dispute between you and the payer, which you should resolve with the payer directly. In the event that the payer is a Marketplace, if the funds are not received within five (5) Business Days of your issuing a withdraw request, Skyee will initiate an internal investigation at your request.

Funds transferred to the Collection Account are deposited into bank accounts established by Skyee or its affiliates or by banks that service them. You authorize Skyee, its affiliates, and their Service Providers to retain interest (if any) that accrue from funds received on your behalf.

Furthermore, funds held by Skyee, its affiliates, or their Service Providers on your behalf, may not be insured by the Federal Deposit Insurance Corporation or any other banking insurance. In the unlikely event that Skyee, its affiliates, or their Service Providers become insolvent, you may lose the funds. By using Skyee's Services, you assume this risk.

You are solely responsible for the reporting and payment to relevant government authorities of all applicable taxes that apply to any funds received by Skyee on your behalf. Skyee, its affiliates, and their Service Providers are not responsible for the payment of your taxes. In the event, that Skyee, its affiliates, or their Service Providers are required by government authorities to freeze your funds, withhold taxes from your funds, or make any tax payments for you, you authorize each of them to comply with such requests and to make such payment using your funds. If your funds remain with Skyee for two (2) years and Skyee is unable to contact you, the funds may be required to be turned over to government authorities under applicable escheatment laws.

Finally, you shall refrain from communicating with any Service Provider that support Skyee's Services regarding the Collection Account and, instead, direct all such communications to Skyee. Your breach of the aforementioned provision may result in the immediate termination of your Skyee Account.

11. Settlement to Withdrawal Account

Before Skyee can transfer funds to your Withdrawal Account, you must provide the details for the Withdrawal Account to Skyee. Your Withdrawal Account is subject to review and approval by Skyee. Skyee may deny approval of your Withdrawal Account. Skyee may also -

- (i) revoke a previous approved Withdrawal Account; and/or
- (ii) refuse instructions to transfer or stop the transfer of funds to an approved Withdrawal Account

if Skyee believes that transfer of funds to your Withdrawal Account may result in the violation of applicable law or regulations. Skyee has sole discretion with regards to its decision to approve, to deny, to revoke or refuse instructions to transfer or to stop the transfer funds to the your Withdrawal Account. Skyee will use commercially reasonable efforts to help you resolve issues with your Withdrawal Account.

You must ensure that the information you provided regarding your Withdrawal Account is accurate and complete. Otherwise, your funds may be misdirected or rejected as a result of incorrect bank information. In the event that your funds are misdirected as a result of inaccurate or incomplete information regarding your Withdrawal Account, Skyee will take commercially reasonable measures to help you trace and recover the funds. However, you are solely responsibility for any funds that cannot be recovered. Furthermore, if your funds are rejected and the funds need to be resent, Skyee may incur additional banking charges. Such charges will be deducted from your funds prior to the transfer to your Withdrawal Account.

To execute the transfer of funds to your Withdrawal Account, you must login to your Skyee Account and put in a request for fund settlement. Upon receipt of your request, Skyee will then initiate a transfer to your Withdrawal Account in the amount you selected less any applicable fees. You are solely responsible for the payment of any fees charged by your bank for receiving inbound funds. Unless the funds were transferred in error, the fund transfer cannot be reversed.

Skyee may rely on its affiliates, their banks, your designated agent, and/or third party intermediary financial institution to transfer of funds to your Withdrawal Account.

12. Representations and Warranties

You represent and warrant that –

- (i) your use of the Skyee Services will be in strict accordance with this Agreement and in compliance with all applicable laws and regulations in the jurisdiction where you operate or reside, including without limitation any laws or regulations regarding online conduct, acceptable content, and the transmission of data from the United States, E.U, Japan, China (including Hong Kong) or the country in which you reside;
- (ii) the settlement of funds via Skyee's Services does not breach any agreement between you and payer, including the Marketplace; and
- (iii) your use of the Skyee's Services will not infringe or misappropriate the intellectual property rights of any third party.

13. Disclaimer of Warranties

Skyee's Services are provided "as is." Skyee, its affiliates and its Service Providers hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement.

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Skyee, its affiliates, and its Service Providers do not make any warranty that our Services will be error free or that access thereto will be continuous or uninterrupted. You understand that you use our Services at your own discretion and risk.

14. Limitation of Liability

In no event will Skyee, its affiliates, or their Service Providers, be liable to you for any matter arising from this Agreement, under any theory of contract, negligence, strict liability or other legal or equitable theory, for (i) any special, incidental or consequential damages; (ii) any damages resulting from business disruption, including the interruption of use, loss, or corruption from data; (iii) the cost of procurement for substitute products or services; or (iv) for any amounts that exceed the fees paid by

you to Skyee under this Agreement during the twelve (12) months period prior to when the cause of action arose.

Skyee and its affiliates shall have no liability for any failure or delay due to matters beyond their reasonable control.

Skyee, its affiliates, and their Service Providers assume no liability arising from any claims against you from the payer (including the Marketplace), buyers of your products, or other parties. You are solely responsible for your products and your obligations to the payer, the buyer, and any other party. .

You acknowledge that Skyee will provide Services using Service Providers. No commercial agreement exists between the Service Providers and you and each of the Service Providers will accordingly have no direct liability to you.

15. Indemnification

You agree to indemnify and hold harmless Skyee, its affiliates and Service Providers and their respective directors, officers, employees, and agents from and against any and all claims and expenses, including attorney fees, arising out of your use of Skyee's Services, including but not limited to any claims against you by the payer (including the Marketplace), buyers of your products, government authorities, and other party and any claims arising from your violations of this Agreement.

16. Intellectual Property

Unless otherwise agreed in writing, any and all intellectual property rights of the software, logo, technology, images, design, software codes, and the like shall be reserved by Skyee and its affiliates.

17. Security

Skyee and its affiliates have implemented commercially reasonable administrative and technical measures to protect your information from accidental loss and from unauthorized access, use or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use such information for improper purposes. You acknowledge that you provided your personal information at your own risk.

18. Termination

Skyee may terminate this Agreement and your access to all or any part of the Skyee's Services at any time, with or without cause, upon giving written notice to you via email. If you wish to terminate this Agreement or your Skyee Account, you may simply discontinue using the Skyee Services.

19. General Provisions

19.1 Relationship. Skyee and its affiliates engaged in providing Services to you are independent contractors.

19.2 Force Majeure. Skyee and its affiliates are not liable for any failure to fulfill its obligations under this Agreement due to reasons beyond their control, which includes but not limited to changes of laws, regulations and orders of any competent authorities, acts of Service Providers, act of God, and breakdown of system or equipment.

19.3 Governing Laws and Forum. This Agreement is governed by the law of Hong Kong. Skyee and you shall submit any dispute arising from this Agreement to the Hong Kong International Arbitration Center for arbitration in accordance with the arbitration rules then in force. The HongKong International Arbitration Center's decision shall be final and binding for both parties.

19.4 Amendments. From time to time, Skyee may amend the terms under which its Services are offered. These Terms and Conditions of Use For USD Services and Privacy Policy may be amended only by Skyee. Skyee will post the latest revised version of the Terms and Conditions of Use For USD Services and Privacy Policy on its website at www.skyee360.com. If Skyee makes changes that are material, Skyee will let you know via e-mail or other written communication before the changes take effect. If you disagree with the proposed changes, then you should stop using the Skyee Services within the designated notice period. Your continued use of our Services will be subject to the new terms. However, any dispute that arose before the changes will be governed by the version of the Terms and Conditions of Use For USD Services and Privacy Policy that was in place when the dispute arose. This Agreement may also be amended if Skyee and you enter into a separate written agreement to amend this Agreement that is signed by authorized representatives of both parties.

19.5 Successors and Assigns. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns. You

may NOT assign your rights or delegate your obligations under this Agreement without Skyee's consent, which consent shall not be unduly withheld if the assignee agrees to be bound by the terms of this Agreement, and Skyee determines, in its sole discretion, that the assignee meets Skyee's AML Program requirements. Skyee may assign its rights and delegate its obligations under this Agreement without condition.

19.6 Waiver. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof.

19.7 Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement or each party remain valid, binding, and enforceable.

19.8 Survival. All provisions of this Agreement, which by their nature should survive termination, survive termination, including without limitation, provisions on termination, warranty disclaimers, indemnity, limitations of liability, and intellectual property.

19.9 Captions. The descriptive headings of the sections and subsections of this Agreement are for convenience only, do not constitute a part of this Agreement, and do not affect this Agreement's construction or interpretation.

19.10 Number and Gender. Any reference in this Agreement to the singular includes the plural where appropriate, and any reference in this Agreement to the masculine gender includes the feminine and neuter genders where appropriate.

19.11 Merger. This Agreement constitutes the final agreement between Skyee and you. This Agreement is the complete and exclusive expression of the parties' agreement on the matters contained therein. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in the Agreement are expressly merged into and superseded by the Agreement. The provisions of the Agreement may not be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings. In entering into the Agreement, neither party has relied upon any statement, representation, warranty or agreement of the other party except for those expressly contained in the Agreement. There are no conditions precedents to the effectiveness of the Agreement, other than those expressly stated in the Agreement.

Exhibit B
Terms and Conditions of Use
For Euro and GBP Services
Ver. 2018-2A EURO / GBP

Terms and Conditions of Use
For EURO AND GBP Services

Ver. 2018-2A EURO / GBP

1. Introduction

Thank you for choosing Skyee (defined below). “Skyee” means Skyee HongKong Company Limited, as determined by the business entity providing service to you. This agreement comprise of these Terms and Conditions of Use For Euro and GBP Services (including all documents incorporated by reference), Privacy Policy, and, if any, additional written agreement(s) to extend and amend the Terms and Conditions of Use For Euro Services entered into by Skyee and you (collectively the “Agreement”). By registering with Skyee or otherwise using its services (“Services”), you agree to abide by the terms of this Agreement.

2. Operations Support

Guangzhou Gao Fu Information Technology Co. Ltd. (“Gao Fu”) provides operations support to Skyee. Gao Fu provides Skyee with, among other things, support in marketing, IT, administration, and customer service. Even though this Agreement is between you and Skyee, you acknowledge and accept any Service provided to you by Gao Fu as Skyee’s delegate.

3. Scope of Services

Skyee serves as your agent to receive, on your behalf, funds in payment for the sale of goods or services. Services provided include the following:

(i) Provide to you virtual account number(s), account reference number(s), or sub account number(s) for the purpose of receiving funds on your behalf (“Collection Account”). The Collection Account is not your bank account. Rather, it is a special purpose account, established by Skyee for the purpose of receiving funds.

(ii) Receive funds on your behalf and deposit such funds into bank accounts established by Skyee or established by banks that service Skyee. Your funds will be pooled with that of Skyee’s or its affiliates’ other customers.

(iii) Convert the funds received on your behalf into designated currency. Such conversion may be done by Skyee or by banks or other financial institutions that service them.

(iv) Transmit the funds received on your behalf through banks, intermediary financial institutions, or your designated agent to a bank account designated by you (“Withdrawal Account”).

(v) Provide you with an online account (“Skyee Account”) to view and manage your funds.

(vi) Any additional services (if any) that are made available by Skyee from time to time.

4. Appointment as Your Agent and Attorney In Fact

You hereby appoint Skyee as your agent for the purpose of receiving funds on your behalf (the “Purpose”). In connection with this Purpose, you authorize Skyee to do the following:

- (i) To receive funds on your behalf.
- (ii) To deposit the received funds into bank accounts established by Skyee or established by banks that service Skyee. Your funds will be pooled with that of Skyee’s or its affiliates’ other customers.
- (iii) To convert the funds received on your behalf to designated currency. Such conversion may be done by Skyee or by banks or other financial institutions that service Skyee.
- (iv) Transmit the funds received on your behalf through banks, intermediary financial institutions, or your designated agent to your Withdrawal Account.
- (v) To take any other action necessary to effectuate the Purpose.

You hereby appoint Skyee as your attorney in fact and authorize Skyee to establish any bank account in your name, to issue any instructions or orders with respect to these accounts, and to take any other action necessary to effectuate the Purpose.

Skyee’s duties to you, including the scope of duties and limitations of liability, are exclusively defined by the terms of this Agreement. To the extent permitted by law, Skyee’s disclaims all other duties, fiduciary or otherwise, not explicitly provided for in this Agreement.

5. Service Fees, Advanced Funds, and Right To Offset

For Services provided, Skyee charges a fee mutually agreed between Skyee and you (for the avoidance of doubt, based on a percentage of the funds received, a fixed amount fee or any other basis as agreed). The fee is due when the funds are received into the Collections Account. Skyee also charges a fee for fund transfers to your Withdrawal Account, which is due upon the initiation of the fund transfer. The fee for fund transfer may be either a flat fee or a percentage based fee. The aforementioned fees are collectively referred to as “Service Fees.” The Service Fees may change from time to time. The Service Fee schedule is published on Skyee’s website at <http://www.Skyee360.com> and are incorporated into this Agreement by

reference. When such Services Fees are due, you authorize Skyee or its affiliates to collect the Service Fee by debiting from the funds received on your behalf. Your Skyee Account will show the funds received, the Service Fees charged, and the available balance for withdrawal by you. If you have any questions or are unclear as to any fees, you should contact Skyee Customer Support.

To facilitate faster settlement, when you place a withdrawal request, Skyee, its affiliates, or intermediary financial institutions may advance funds to you. You authorize Skyee or its affiliates to debit the funds received on your behalf in repayment of such advanced funds.

In the event that the funds received on your behalf are insufficient to meet your obligations, you shall pay Skyee or its affiliates the difference upon Skyee's written demand. Furthermore, you authorize Skyee or its affiliates to offset any obligation to deliver funds to you against any outstanding amounts that you owe to Skyee or its affiliates.

6. AML Program

Skyee has a legal obligation to comply with applicable laws and regulations in the jurisdictions where it operates, in particular with respect to those laws and regulations regarding money laundering and terrorist financing (collectively "AML Laws"), including but not limited to, where applicable, HongKong Anti-Money Laundering and Counter-Terrorist Financing (Financial Institutions) Ordinance Cap 615. As such, Skyee is required to maintain Anti-Money Laundering and Anti-Terrorist Financing policies and procedures (collectively the "AML Program"). Pursuant to its AML Program -

- (i) Skyee may request that you provide information and/or documentation regarding identity, product, and the underlying transaction supporting the payment of funds to you and may verify or authenticate such information and/or documentation.

- (ii) Skyee may (a) request that you provide information that enable Skyee to access third party e-commerce platforms on which you conduct business or third party information platforms that you utilize to conduct business (collectively referred to as "Marketplace Account") and (b) access your Marketplace Account to obtain transaction information.

- (iii) Skyee may request that you provide other information or documentation.

- (iv) Skyee may take other actions as prescribed by its AML Program or that it deems necessary to meet its compliance obligations.

You agree to provide information and/or documentation requested by Skyee and you further authorize Skyee to access your Marketplace Account to obtain information about you, your products, and transactions in order to implement its AML Program, to comply with AML Laws or requests by government authorities, and/or to provide Services to you.

7. Information Sharing

Skyee's affiliates are subject to applicable AML Laws and maintain their own AML Compliance Programs. Furthermore, the Service Providers (defined below) of Skyee and its affiliates are also subject to applicable AML Laws in the jurisdictions where they operate. "Service Providers" mean banks, payment service providers, clearing networks, and other third party payment processing services, and other intermediary financial institutions that support Skyee in the provision of Services.

In many instances, Skyee and its affiliates are required by their Service Providers to share information about you, your products, and your transactions in order to facilitate the Service Providers' implementation of their own AML Programs, to comply with AML Laws or requests by government authorities, and/or to provide services to Skyee and its affiliates.

Finally, government authorities may also require Skyee and its affiliates, to share information about you, your products and your transactions for regulatory, investigative, and legal purposes.

You authorize Skyee and its affiliates to share information about you, your products, and your transactions with their Service Providers and with government authorities for compliance purposes (including to facilitate Service Providers in implementing their AML Programs and to meet their compliance obligations) or in response to legal processes or court orders.

You authorize Skyee to provide a copy of this Agreement and any transaction information to any payer that request information concerning you and regarding the settlement of funds to your Collection Account.

Any information and documentation that you provide to Skyee or its affiliates are subject to Skyee's Privacy Policy. This Section 7 supplements Skyee's Privacy

Policy. In the event of any conflict between this Section 7 and the Privacy Policy, this Section 7 will control.

8. Compliance with Applicable Law and Prohibited Use

You covenant, represent, and warrant that you will comply with all applicable laws in connection with the performance of your obligations under this Agreement.

You agree not to use the Collection Account or Skyee's services for any activity, which is illegal under applicable law or to facilitate any transaction other than those transactions specifically contemplated by this Agreement.

You further agree not to use the Collection Account or Skyee's services to facilitate the collection of payment from payers located in jurisdictions set forth in the **Prohibited Countries List**, as amended from time to time, which is published on Skyee's website and incorporated into this Agreement by reference. Skyee may amend the **Prohibited Countries List** in its sole discretion.

You further agree not to use the Collection Account or Skyee's services to facilitate the transaction of goods or services set forth in the **Prohibited Products and Services List**, as amended from time to time, which is published on Skyee's website and incorporated into this Agreement by reference. Skyee may amend the **Prohibited Products and Services List** in its sole discretion.

9. Registering with Skyee

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT – To help the government fight the funding of terrorism and money laundering activities, applicable law requires all financial institutions and their third parties to obtain, verify, and record information that identifies each person who opens a new account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may ask to see your government issued personal ID (e.g. personal ID card, passport) or other identifying documents. In addition, we may also require you to provide identification information/or regarding your beneficiaries or other control persons.

In order to use Skyee's Services, you must register with Skyee to obtain a Skyee Account. Through the Skyee Account, you would be able to access Skyee's Services and obtain information about the funds received, the Service Fees charged, and the available balance for withdrawal by you. Any individual (18 years or older) or business entity based in China (or the Hong Kong Special Administrative Region of People's Republic of China), may apply to register with Skyee. If you register with Skyee on behalf of a business entity, you represent that you are duly authorized to enter into this Agreement on behalf of the business entity.

To successfully complete the registration process, you must submit an application and supporting information and documentation requested by Skyee (collectively "Application"). You represent that the Application you submit is accurate to the best of your knowledge. You authorize Skyee to use the information provided in the Application to access your Marketplace Account to collect additional information about you, your products and transactions. In some instances, in addition to the information and/or documentation initially requested, Skyee may require you submit additional information and/or documentation to supplement the Application. You shall amend or supplement the Application, both during and after completing the registration, if information in the previously provided Application is inaccurate or requires amendment or supplementation due to changed circumstances.

After approval of your Application, Skyee will provide you with a Skyee Account and one or more Collection Accounts. It is your responsibility to secure your Skyee Account and Collection Account information. If you allow another person to have access to your Skyee Account or Collection Account, Skyee will consider any use by such person as authorized by you and you shall be liable for transactions and fees incurred by such use.

Skyee reserves the right, in its sole discretion, to reject any Application. Skyee reserves the right to terminate, suspend, or otherwise limit your use of Skyee Account and/or Collection Account at any time, even after approval of your Application.

10. Receiving Funds

Skyee's Services enable you to receive funds. After you successfully register with Skyee, Skyee will provide you with Collection Account(s) and other information necessary to receive funds using Skyee's Services. The Collection Account is for receiving funds only. Unless authorized by Skyee, you shall not allow any party the

right to debit the Collection Account. You are liable to Skyee for any unauthorized debits made to the Collection Account.

With respect to any inbound funds, you acknowledge that the receipt of the funds by Skyee will satisfy and discharge the payer's corresponding payment obligations to you. Furthermore, you release the payer from liability for such payment when the funds are received by Skyee and not as of later when Skyee settles the funds to you.

You may only use Skyee's Services to receive funds from payers, such as e-commerce marketplace ("Marketplace") or other parties that are approved by Skyee. (The term "Funds" as used in any agreement entered into by and between Skyee and you that extend and amend these Terms and Conditions For Euro Services and/or Privacy Policy shall mean funds received on your behalf from Marketplace.) The approval of the payer is at Skyee's sole discretion. Funds from non-approved payers will be rejected. You shall bear any costs and expenses associated with the rejection of such funds.

The Collection Account is not a multi-currency account. Rather, the Collection Account can receive funds denominated in a single type of currency, either EURO or GBP. Upon approval of your application, based on your request, Skyee will assign to you either a EURO denominated Collection Account and/or a GBP denominated Collection Account. You are responsible for ensuring that the currency type of the incoming funds matches that of the Collection Account, i.e. funds in EURO are transferred to the EURO denominated Collection and funds in GBP are transferred to the GBP denominated Collection Account. In the event that the payer is a Marketplace, you are responsible for binding to the Marketplace a Collection Account that matches the currency type of the funds received from the Marketplace. For other transactions, you are responsible for advising the payer that the funds must be denominated in currency that matches the currency type of the Collection Account. Funds that do not correspond to the currency type of the Collection Account may be rejected. You agree to bear any expense associated with the rejection of the funds. You are solely responsible for all consequences resulting from the rejection of the funds.

Skyee accepts EURO funds transferred via SEPA and GBP funds transferred via FASTER PAYMENT/ CHAPS/ BACS. Unless otherwise permitted by Skyee, Skyee does not accept funds transferred by any other means, including but not limited to transfers made via cash, credit card payment, wire transfer, or checks.

In the event that Skyee, its affiliates, or one of their Service Providers believes that receiving funds on your behalf or transmitting funds to you may violate applicable law or would lead to Skyee, its affiliates, or their Service Providers to bear

excessive legal, financial, or reputational risk, then your funds may be temporarily withheld pending the outcome of an internal or government investigation. Based on the outcome of the investigation, your funds may be remitted to you, rejected or, pursuant to instructions from government authorities, frozen or forfeited to the government.

Skyee reserves the right to reject any inbound funds in part or in full at any time. The funds may be rejected for any reason, including but not limited to non-compliance with AML Laws or the AML Program of Skyee, its affiliates, and their Service Providers. Furthermore, Skyee is not obligated to disclose the reasons for the rejection.

The amount of time required for inbound funds from the payer to reach your Collection Account is not within Skyee's control. Skyee is not responsible for any dispute between you and the payer, which you should resolve with the payer directly. In the event that the payer is a Marketplace, if the funds are not received within five (5) Business Days of your issuing a withdraw request, Skyee will initiate an internal investigation at your request.

Funds transferred to the Collection Account are deposited into bank accounts established by Skyee or its affiliates or by banks that service them. You authorize Skyee, its affiliates, and their Service Providers to retain interest (if any) that accrue from funds received on your behalf.

Furthermore, funds held by Skyee, its affiliates, or their Service Providers on your behalf, may not be insured by banking insurance. In the unlikely event that Skyee, its affiliates, or their Service Providers become insolvent, you may lose the funds. By using Skyee's Services, you assume this risk.

You are solely responsible for the reporting and payment to relevant government authorities of all applicable taxes that apply to any funds received by Skyee on your behalf. Skyee, its affiliates, and their Service Providers are not responsible for the payment of your taxes. In the event, that Skyee, its affiliates, or their Service Providers are required by government authorities to freeze your funds, withhold taxes from your funds, or make any tax payments for you, you authorize each of them to comply with such requests and to make such payment using your funds. If your funds remain with Skyee for two (2) years and Skyee is unable to contact you, the funds may be required to be turned over to government authorities under applicable escheatment laws.

Finally, you shall refrain from communicating with any Service Provider that support Skyee's Services regarding the Collection Account and, instead, direct all

such communications to Skyee. Your breach of the aforementioned provision may result in the immediate termination of your Skyee Account.

11. Settlement to Withdrawal Account

Before Skyee can transfer funds to your Withdrawal Account, you must provide the details for the Withdrawal Account to Skyee. Your Withdrawal Account is subject to review and approval by Skyee. Skyee may deny approval of your Withdrawal Account. Skyee may also -

(i) revoke a previous approved Withdrawal Account; and/or

(ii) refuse instructions to transfer or stop the transfer of funds to an approved Withdrawal Account

if Skyee believes that transfer of funds to your Withdrawal Account may result in the violation of applicable law or regulations. Skyee has sole discretion with regards to its decision to approve, to deny, to revoke or refuse instructions to transfer or stop the transfer funds to the your Withdrawal Account. Skyee will commercially reasonable efforts to help you resolve issues with your Withdrawal Account.

You must ensure that the information you provided regarding your Withdrawal Account is accurate and complete. Otherwise, your funds may be misdirected or rejected as a result of incorrect bank information. In the event that your funds are misdirected as a result of inaccurate or incomplete information regarding your Withdrawal Account, Skyee will take commercially reasonable measures to help you trace and recover the funds. However, you are solely responsible for any funds that cannot be recovered. Furthermore, if your funds are rejected and the funds need to be resent, Skyee may incur additional banking charges. Such charges will be deducted from your funds prior to the transfer to your Withdrawal Account.

To execute the transfer of funds to your Withdrawal Account, you must login to your Skyee Account and put in a request for fund settlement. Upon receipt of your request, Skyee will then initiate a transfer to your Withdrawal Account in the amount you selected less any applicable fees. You are solely responsible for the payment of any fees charged by your bank for receiving inbound funds. Unless the funds were transferred in error, the fund transfer cannot be reversed.

Skyee may rely on its affiliates, their banks, your designated agent, and/or third party intermediary financial institution to transfer of funds to your Withdrawal Account.

12. Representations and Warranties

You represent and warrant that –

- (i) your use of the Skye Services will be in strict accordance with this Agreement and in compliance with all applicable laws and regulations in the jurisdiction where you operate or reside, including without limitation any laws or regulations regarding online conduct, acceptable content, and the transmission of data from the United States, E.U, Japan, China (including Hong Kong) or the country in which you reside;
- (ii) the settlement of funds via Skye's Services does not breach any agreement between you and payer, including the Marketplace; and
- (iii) your use of the Skye's Services will not infringe or misappropriate the intellectual property rights of any third party.

13. Disclaimer of Warranties

Skye's Services are provided "as is." Skye, its affiliates and its Service Providers hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement.

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Skye, its affiliates, and its Service Providers do not make any warranty that our Services will be error free or that access thereto will be continuous or uninterrupted. You understand that you use our Services at your own discretion and risk.

14. Limitation of Liability

In no event will Skye, its affiliates, or their Service Providers, be liable to you for any matter arising from this Agreement, under any theory of contract, negligence, strict liability or other legal or equitable theory, for (i) any special, incidental or consequential damages; (ii) any damages resulting from business disruption, including the interruption of use, loss, or corruption from data; (iii) the cost of procurement for substitute products or services; or (iv) for any amounts that exceed the fees paid by you to Skye under this Agreement during the twelve (12) months period prior to when the cause of action arose.

Skyee, its affiliates, and their Service Providers assume no liability arising from any claims against you from the payer (including the Marketplace), buyers of your products, or other parties. You are solely responsible for your products and your obligations to the payer, the buyer, and any other party.

You acknowledge that Skyee will provide Services using Service Providers. No commercial agreement exists between the Service Providers and you and each of the Service Providers will accordingly have no direct liability to you.

15. Indemnification

You agree to indemnify and hold harmless Skyee, its affiliates and Service Providers and their respective directors, officers, employees, and agents from and against any and all claims and expenses, including attorney fees, arising out of your use of Skyee's Services, including but not limited to any claims against you by the payer (including the Marketplace), buyers of your products, government authorities, and other party and any claims arising from your violations of this Agreement.

16. Intellectual Property

Unless otherwise agreed in writing, any and all intellectual property rights of the software, logo, technology, images, design, software codes, and the like shall be reserved by Skyee and its affiliates.

17. Security

Skyee and its affiliates have implemented commercially reasonable administrative and technical measures to protect your information from accidental loss and from unauthorized access, use or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use such information for improper purposes. You acknowledge that you provided your personal information at your own risk.

18. Termination

Skyee may terminate this Agreement and your access to all or any part of the Skyee's Services at any time, with or without cause, upon giving written notice to you via email. If you wish to terminate this Agreement or your Skyee Account, you may simply discontinue using the Skyee Services.

19. General Provisions

19.1 Relationship. Skyee and its affiliates engaged in providing Services to you are independent contractors.

19.2 Force Majeure. Skyee and its affiliates are not liable for any failure to fulfill its obligations under this Agreement due to reasons beyond their control, which includes but not limited to changes of laws, regulations and orders of any competent authorities, acts of Service Providers, act of God, and breakdown of system or equipment.

19.3 Governing Law and Forum. This Agreement is governed by the laws of Hong Kong. Skyee and you shall submit any dispute arising from this Agreement to the Hong Kong International Arbitration Center for arbitration in accordance with the arbitration rules then in force. The Hong Kong International Arbitration Center's decision shall be final and binding for both parties.

19.4 Amendments. From time to time, Skyee may amend the terms under which its Services are offered. These Terms and Conditions of Use For Euro and GBP Services and Privacy Policy may be amended only by Skyee. Skyee will post the latest revised version of the Terms and Conditions of Use For Euro and GBP Services and Privacy Policy on its website at www.skyee360.com. If Skyee makes changes that are material, Skyee will let you know via e-mail or other written communication before the changes take effect. If you disagree with the proposed changes, then you should stop using the Skyee Services within the designated notice period. Your continued use of our Services will be subject to the new terms. However, any dispute that arose before the changes will be governed by the version of the Terms and Conditions of Use For Euro and GBP Services and Privacy Policy that was in place when the dispute arose. This Agreement may also be amended if Skyee and you enter into a separate written agreement to amend this Agreement that is signed by authorized representatives of both parties.

19.5 Successors and Assigns. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns. You may NOT assign your rights or delegate your obligations under this Agreement without Skyee's consent, which consent shall not be unduly withheld if the assignee agrees to be bound by the terms of this Agreement, and Skyee determines, in its sole discretion, that the assignee meets Skyee's AML Program requirements. Skyee may assign its rights and delegate its obligations under this Agreement without condition.

19.6 Waiver. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof.

19.7 Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement or each party remain valid, binding, and enforceable.

19.8 Survival. All provisions of this Agreement, which by their nature should survive termination, survive termination, including without limitation, provisions on termination, warranty disclaimers, indemnity, limitations of liability, and intellectual property.

19.9 Captions. The descriptive headings of the sections and subsections of this Agreement are for convenience only, do not constitute a part of this Agreement, and do not affect this Agreement's construction or interpretation.

19.10 Number and Gender. Any reference in this Agreement to the singular includes the plural where appropriate, and any reference in this Agreement to the masculine gender includes the feminine and neuter genders where appropriate.

19.11 Merger. This Agreement constitutes the final agreement between Skye and you. This Agreement is the complete and exclusive expression of the parties' agreement on the matters contained therein. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in the Agreement are expressly merged into and superseded by the Agreement. The provisions of the Agreement may not be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings. In entering into the Agreement, neither party has relied upon any statement, representation, warranty or agreement of the other party except for those expressly contained in the Agreement. There are no conditions precedents to the effectiveness of the Agreement, other than those expressly stated in the Agreement.

Exhibit C
Terms and Conditions of Use
For JPY Services
Ver. 2018-2A JPY

Terms and Conditions of Use
For JPY Services

Ver. 2018-2A JPY

1. Introduction

Thank you for choosing Skyee (defined below). “Skyee” means Skyee Japan Company Limited. This agreement comprise of these Terms and Conditions of Use For JPY Services (including all documents incorporated by reference), Privacy Policy, and, if any, additional written agreement(s) to extend and amend the Terms and Conditions of Use For JPY Services entered into by Skyee and you (collectively the “Agreement”). By registering with Skyee or otherwise using its services (“Services”), you agree to abide by the terms of this Agreement.

2. Operations Support

Guangzhou Gao Fu Information Technology Co. Ltd. (“Gao Fu”) provides operations support to Skyee. Gao Fu provides Skyee with, among other things, support in marketing, IT, administration, and customer service. Even though this Agreement is between you and Skyee, you acknowledge and accept any Service provided to you by Gao Fu as Skyee’s delegate.

3. Scope of Services

Skyee serves as your agent to receive, on your behalf, funds in payment for the sale of goods or services. Services provided include the following:

(i) Provide to you virtual account number(s), account reference number(s), or sub account number(s) for the purpose of receiving funds on your behalf (“Collection Account”). The Collection Account is not your bank account. Rather, it is a special purpose account, established by Skyee for the purpose of receiving funds.

(ii) Receive funds on your behalf and deposit such funds into bank accounts established by Skyee or its affiliate Skyee HongKong Company Limited, or established by banks that service any of them. Your funds will be pooled with that of Skyee’s or its affiliates’ other customers.

(iii) Convert the funds received on your behalf into designated currency. Such conversion may be done by Skyee or its affiliate Skyee HongKong Company Limited, or by banks or other financial institutions that service them.

(iv) Transmit the funds received on your behalf through its affiliate Skyee HongKong Company Limited, banks, intermediary financial institutions, or your designated agent to a bank account designated by you (“Withdrawal Account”).

(v) Provide you with an online account (“Skyee Account”) to view and manage your funds.

(vi) Any additional services (if any) that are made available by Skyee from time to time.

4. Appointment as Your Agent and Attorney In Fact

You hereby appoint Skyee as your agent for the purpose of receiving funds on your behalf (the “Purpose”). In connection with this Purpose, you authorize Skyee to do the following:

- (i) To receive funds on your behalf.

- (ii) To deposit the received funds into bank accounts established by Skyee or by its affiliate Skyee HongKong Company Limited, or established by banks that service any of them. Your funds will be pooled with that of Skyee's or its affiliates' other customers.

- (iii) To convert the funds received on your behalf to designated currency. Such conversion may be done by Skyee or its affiliate Skyee HongKong Company Limited, or by banks or other financial institutions that service them.

- (iv) Transmit the funds received on your behalf through its affiliate Skyee HongKong Company Limited, banks, intermediary financial institutions, or your designated agent to your Withdrawal Account.

- (v) To take any other action necessary to effectuate the Purpose.

You hereby appoint Skyee as your attorney in fact and authorize Skyee to establish and/or any bank account in your name, to issue any instructions or orders with respect to these accounts, and to take any other action necessary to effectuate the Purpose.

Skyee's duties to you, including the scope of duties and limitations of liability, are exclusively defined by the terms of this Agreement. To the extent permitted by law, Skyee's disclaims all other duties, fiduciary or otherwise, not explicitly provided for in this Agreement.

5. Service Fees, Advanced Funds, and Right To Offset

For Services provided, Skyee charges a fee mutually agreed between Skyee and you (for the avoidance of doubt, based on a percentage of the funds received, a fixed amount fee or any other basis as agreed). The fee is due when the funds are received into the Collections Account. Skyee also charges a fee for fund transfers to your Withdrawal Account, which is due upon the initiation of the fund transfer. The fee for fund transfer may be either a flat fee or a percentage based fee. The aforementioned fees are collectively referred to as "Service Fees." The Service Fees may change from time to time. The Service Fee schedule is published on Skyee's website at <http://www.Skyee360.com> and are incorporated into this Agreement by

reference. When such Services Fees are due, you authorize Skyee or its affiliate Skyee HongKong Company Limited to collect the Service Fee by debiting from the funds received on your behalf. Your Skyee Account will show the funds received, the Service Fees charged, and the available balance for withdrawal by you. If you have any questions or are unclear as to any fees, you should contact Skyee Customer Support.

To facilitate faster settlement, when you place a withdrawal request, Skyee, its affiliates, or intermediary financial institutions may advance funds to you. You authorize Skyee or its affiliates to debit the funds received on your behalf in repayment of such advanced funds.

In the event that the funds received on your behalf are insufficient to meet your obligations, you shall pay Skyee or its affiliates the difference upon Skyee's written demand. Furthermore, you authorize Skyee or its affiliates to offset any obligation to deliver funds to you against any outstanding amounts that you owe to Skyee or its affiliates.

6. AML Program

Skyee has a legal obligation to comply with applicable laws and regulations in the jurisdictions where it operates, in particular with respect to those laws and regulations regarding money laundering and terrorist financing (collectively "AML Laws"). As such, Skyee is required to maintain an effective Anti-Money Laundering and Anti-Terrorist Financing policies and procedures (collectively the "AML Program").

Pursuant to its AML Program -

(v) Skyee may request that you provide information and/or documentation regarding identity, product, and the underlying transaction supporting the payment of funds to you and may verify or authenticate such information and/or documentation.

(vi) Skyee may (a) request that you provide information that enable Skyee to access third party e-commerce platforms on which you conduct business or third party information platforms that you utilize to conduct business (collectively referred to as "Marketplace Account") and (b) access your Marketplace Account to obtain transaction information.

(vii) Skyee may request that you provide other information or documentation.

(viii) Skyee may take other actions as prescribed by its AML Program or that it deems necessary to meet its compliance obligations.

You agree to provide information and/or documentation requested by Skyee and you further authorize Skyee to access your Marketplace Account to obtain information about you, your products, and transactions in order to implement its AML Program, to comply with AML Laws or requests by government authorities, and/or to provide Services to you.

7. Information Sharing

Skyee's affiliate Skyee HongKong Company Limited is subject to applicable AML Laws and maintain its own AML Compliance Programs. Furthermore, the Service Providers (defined below) of Skyee and its affiliates are also subject to applicable AML Laws in the jurisdictions where they operate. "Service Providers" mean banks, payment service providers, clearing networks, and other third party payment processing services, and other intermediary financial institutions that support Skyee in the provision of Services.

In many instances, Skyee and its affiliates are required by their Service Providers to share information about you, your products, and your transactions in order to facilitate the Service Providers' implementation of their own AML Programs, to comply with AML Laws or requests by government authorities, and/or to provide services to Skyee and its affiliates.

Finally, government authorities may also require Skyee and its affiliates, to share information about you, your products and your transactions for regulatory, investigative, and legal purposes.

You authorize Skyee and its affiliates to share information about you, your products, and your transactions with their Service Providers and with government authorities for compliance purposes (including to facilitate Service Providers in implementing their AML Programs and to meet their compliance obligations) or in response to legal processes or court orders.

You authorize Skyee to provide a copy of this Agreement and any transaction information to any payer that request information concerning you and regarding the settlement of funds to your Collection Account.

Any information and documentation that you provide to Skyee or its affiliates are subject to Skyee's Privacy Policy. This Section 7 supplements Skyee's Privacy Policy. In the event of any conflict between this Section and the Privacy Policy, this Section 7 will control.

8. Compliance with Applicable Law and Prohibited Use

You covenant, represent, and warrant that you will comply with all applicable laws in connection with the performance of your obligations under this Agreement.

You agree not to use the Collection Account or Skyee's services for any activity, which is illegal under applicable law or to facilitate any transaction other than those transactions specifically contemplated by this Agreement.

You further agree not to use the Collection Account or Skyee's services to facilitate the collection of payment from payors located in jurisdictions set forth in the **Prohibited Countries List**, as amended from time to time, which is published on Skyee's website and incorporated into this Agreement by reference. Skyee may amend the **Prohibited Countries List** in its sole discretion.

You further agree not to use the Collection Account or Skyee's services to facilitate the transaction of goods or services set forth in the **Prohibited Products and Services List**, as amended from time to time, which is published on Skyee's website and incorporated into this Agreement by reference. Skyee may amend the **Prohibited Products and Services List** in its sole discretion.

9. Registering with Skyee

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT – To help the government fight the funding of terrorism and money laundering activities, applicable law requires all financial institutions and their third parties to obtain, verify, and record information that identifies each person who opens a new account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may ask to see your government issued personal ID (e.g. personal ID card, passport) or other identifying documents. In addition, we may also require you to

provide identification information/or regarding your beneficiaries or other control persons.

In order to use Skyee's Services, you must register with Skyee to obtain a Skyee Account. Through the Skyee Account, you would be able to access Skyee's Services and obtain information about the funds received, the Service Fees charged, and the available balance for withdrawal by you. Any individual (18 years or older) or business entity based in China (or the Hong Kong Special Administrative Region of People's Republic of China), may apply to register with Skyee. If you register with Skyee on behalf of a business entity, you represent that you are duly authorized to enter into this Agreement on behalf of the business entity.

To successfully complete the registration process, you must submit an application and supporting information and documentation requested by Skyee (collectively "Application"). You represent that the Application you submit is accurate to the best of your knowledge. You authorize Skyee to use the information provided in the Application to access your Marketplace Account to collect additional information about you, your products and transactions. In some instances, in addition to the information and/or documentation initially requested, Skyee may require you submit additional information and/or documentation to supplement the Application. You shall amend or supplement the Application, both during and after completing the registration, if information in the previously provided Application is inaccurate or requires amendment or supplementation due to changed circumstances.

After approval of your Application, Skyee will provide you with a Skyee Account and one or more Collection Accounts. It is your responsibility to secure your Skyee Account and Collection Account information. If you allow another person to have access to your Skyee Account or Collection Account, Skyee will consider any use by such person as authorized by you and you shall be liable for transactions and fees incurred by such use.

Skyee reserves the right, in its sole discretion, to reject any Application. Skyee reserves the right to terminate, suspend, or otherwise limit your use of Skyee Account and/or Collection Account at any time, even after approval of your Application.

10. Receiving Funds

Skyee's Services enable you to receive funds. After you successfully register with Skyee, Skyee will provide you with Collection Account(s) and other information necessary to receive funds using Skyee's Services. The Collection Account is for

receiving funds only. Unless authorized by Skyee, you shall not allow any party the right to debit the Collection Account. You are liable to Skyee for any unauthorized debits made to the Collection Account.

With respect to any inbound funds, you acknowledge that the receipt of the funds by Skyee will satisfy and discharge the payer's corresponding payment obligations to you. Furthermore, you release the payer from liability for such payment when the funds are received by Skyee and not as of later when Skyee settles the funds to you.

You may only use Skyee's Services to receive funds from payers, such as e-commerce marketplace ("Marketplace") or other parties that are approved by Skyee. (The term "Funds" as used in any agreement entered into by and between Skyee and you that extend and amend these Terms and Conditions *For JPY Services* and/or Privacy Policy means funds received on your behalf from Marketplace.) The approval of the payer is at Skyee's sole discretion. Funds from non-approved payers will be rejected. You shall bear any costs and expenses associated with the rejection of such funds.

Skyee will assign to you Collection Account(s) to receive funds denominated in JPY. You are responsible for ensuring that the funds denominated in JPY are transferred into the Collection Account. In the event that the payer is a Marketplace, you are responsible for binding the Collection Account to the Marketplace that pays funds to you in JPY. For other transactions, you are responsible for advising the payer that the funds must be denominated in JPY. Funds that do not correspond to the currency type of the Collection Account may be rejected. You agree to bear any expense associated with the rejection of the funds. You are solely responsible for all consequences resulting from the rejection of the funds.

Skyee accepts funds transferred via local clearing system. Unless otherwise permitted by Skyee, Skyee does not accept funds transferred by any other means, including but not limited to transfers made via cash, credit card payment, wire transfer, or checks.

In the event that Skyee, its affiliates, or one of their Service Providers believes that receiving funds on your behalf or transmitting funds to you may violate applicable law or would lead to Skyee, its affiliates, or their Service Providers to bear excessive legal, financial, or reputational risk, then your funds may be temporarily withheld pending the outcome of an internal or government investigation. Based on the outcome of the investigation, your funds may be remitted to you, rejected or, pursuant to instructions from government authorities, frozen or forfeited to the government.

Skyee reserves the right to reject any inbound funds in part or in full at any time. The funds may be rejected for any reason, including but not limited to non-compliance with AML Laws or the AML Program of Skyee, its affiliates, and their Service Providers. Furthermore, Skyee is not obligated to disclose the reasons for the rejection.

The amount of time required for inbound funds from the payer to reach your Collection Account is not within Skyee's control. Skyee is not responsible for any dispute between you and the payer, which you should resolve with the payer directly. In the event that the payer is a Marketplace, if the funds are not received within five (5) Business Days of your issuing a withdraw request, Skyee will initiate an internal investigation at your request.

Funds transferred to the Collection Account are deposited into bank accounts established by Skyee or its affiliates or by banks that service them. You authorize Skyee, its affiliates, and their Service Providers to retain interest (if any) that accrue from funds received on your behalf.

Furthermore, funds held by Skyee, its affiliates, or their Service Providers on your behalf, may not be insured by any banking insurance. In the unlikely event that Skyee, its affiliates, or their Service Providers become insolvent, you may lose the funds. By using Skyee's Services, you assume this risk.

You are solely responsible for the reporting and payment to relevant government authorities of all applicable taxes that apply to any funds received by Skyee on your behalf. Skyee, its affiliates, and their Service Providers are not responsible for the payment of your taxes. In the event, that Skyee, its affiliates, or their Service Providers are required by government authorities to freeze your funds, withhold taxes from your funds, or make any tax payments for you, you authorize each of them to comply with such requests and to make such payment using your funds. If your funds remain with Skyee for two (2) years and Skyee is unable to contact you, the funds may be required to be turned over to government authorities under applicable escheatment laws.

Finally, you shall refrain from communicating with any Service Provider that support Skyee's Services regarding the Collection Account and, instead, direct all such communications to Skyee. Your breach of the aforementioned provision may result in the immediate termination of your Skyee Account.

11. Settlement to Withdrawal Account

Before Skyee can transfer funds to your Withdrawal Account, you must provide the details for the Withdrawal Account to Skyee. Your Withdrawal Account is subject

to review and approval by Skyee. Skyee may deny approval of your Withdrawal Account. Skyee may also -

- (i) revoke a previous approved Withdrawal Account; and/or
- (ii) refuse instructions to transfer or stop the transfer of funds to an approved Withdrawal Account

if Skyee believes that transfer of funds to your Withdrawal Account may result in the violation of applicable law or regulations. Skyee has sole discretion with regards to its decision to approve, to deny, to revoke or refuse instructions to transfer or to stop the transfer funds to the your Withdrawal Account. Skyee will use commercially reasonable efforts to help you resolve issues with your Withdrawal Account.

You must ensure that the information you provided regarding your Withdrawal Account is accurate and complete. Otherwise, your funds may be misdirected or rejected as a result of incorrect bank information. In the event that your funds are misdirected as a result of inaccurate or incomplete information regarding your Withdrawal Account, Skyee will take commercially reasonable measures to help you trace and recover the funds. However, you are solely responsible for any funds that cannot be recovered. Furthermore, if your funds are rejected and the funds need to be resent, Skyee may incur additional banking charges. Such charges will be deducted from your funds prior to the transfer to your Withdrawal Account.

To execute the transfer of funds to your Withdrawal Account, you must login to your Skyee Account and put in a request for fund settlement. Upon receipt of your request, Skyee will then initiate a transfer to your Withdrawal Account in the amount you selected less any applicable fees. You are solely responsible for the payment of any fees charged by your bank for receiving inbound funds. Unless the funds were transferred in error, the fund transfer cannot be reversed.

Skyee may rely on its affiliates, their banks, your designated agent, and/or third party intermediary financial institution to transfer of funds to your Withdrawal Account.

12. Representations and Warranties

You represent and warrant that –

(iv) your use of the Skyee Services will be in strict accordance with this Agreement and in compliance with all applicable laws and regulations in the jurisdiction where you operate or reside, including without limitation any laws or regulations regarding online conduct, acceptable content, and the transmission data from the United States, E.U, Japan, China (including Hong Kong) or the country in which you reside;

(v) the settlement of funds via Skyee's Services does not breach any agreement between you and payer, including the Marketplace; and

(vi) your use of the Skyee's Services will not infringe or misappropriate the intellectual property rights of any third party.

13. Disclaimer of Warranties

Skyee's Services are provided "as is." Skyee, its affiliates and its Service Providers hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement.

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Skyee, its affiliates, and its Service Providers do not make any warranty that our Services will be error free or that access thereto will be continuous or uninterrupted. You understand that you use our Services at your own discretion and risk.

14. Limitation of Liability

In no event will Skyee, its affiliates, or their Service Providers, be liable to you for any matter arising from this Agreement, under any theory of contract, negligence, strict liability or other legal or equitable theory, for (i) any special, incidental or consequential damages; (ii) any damages resulting from business disruption, including the interruption of use, loss, or corruption from data; (iii) the cost of procurement for substitute products or services; or (iv) for any amounts that exceed the fees paid by you to Skyee under this Agreement during the twelve (12) months period prior to when the cause of action arose.

Skyee and its affiliates shall have no liability for any failure or delay due to matters beyond their reasonable control.

Skyee, its affiliates, and their Service Providers assume no liability arising from any claims against you from the payer (including the Marketplace), buyers of your products, or other parties. You are solely responsible for your products and your obligations to the payer, the buyer, and any other party. .

You acknowledge that Skyee will provide Services using Service Providers. No commercial agreement exists between the Service Providers and you and each of the Service Providers will accordingly have no direct liability to you.

15. Indemnification

You agree to indemnify and hold harmless Skyee, its affiliates and Service Providers and their respective directors, officers, employees, and agents from and against any and all claims and expenses, including attorney fees, arising out of your use of Skyee's Services, including but not limited to any claims against you by the payer (including the Marketplace), buyers of your products, government authorities, and other party and any claims arising from your violations of this Agreement.

16. Intellectual Property

Unless otherwise agreed in writing, any and all intellectual property rights of the software, logo, technology, images, design, software codes, and the like shall be reserved by Skyee and its affiliates.

17. Security

Skyee and its affiliates have implemented commercially reasonable administrative and technical measures to protect your information from accidental loss and from unauthorized access, use or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use such information for improper purposes. You acknowledge that you provided your personal information at your own risk.

18. Termination

Skyee may terminate this Agreement and your access to all or any part of the Skyee's Services at any time, with or without cause, upon giving written notice to you via email. If you wish to terminate this Agreement or your Skyee Account, you may simply discontinue using the Skyee Services.

19. General Provisions

19.1 Relationship. Skyee and its affiliates engaged in providing Services to you are independent contractors.

19.2 Force Majeure. Skyee and its affiliates are not liable for any failure to fulfill its obligations under this Agreement due to reasons beyond their control, which includes but not limited to changes of laws, regulations and orders of any competent authorities, acts of Service Providers, act of God, and breakdown of system or equipment.

19.3 Governing Laws and Forum. This Agreement is governed by the laws of Hong Kong. Skyee and you shall submit any dispute arising from this Agreement to the Hong Kong International Arbitration Center for arbitration in accordance with the arbitration rules then in force. The HongKong International Arbitration Center's decision shall be final and binding for both parties.

19.4 Amendments. From time to time, Skyee may amend the terms under which its Services are offered. These Terms and Conditions of Use For JPY Services and Privacy Policy may be amended only by Skyee. Skyee will post the latest revised version of the Terms and Conditions of Use For JPY Services and Privacy Policy on its website at www.skyee360.com. If Skyee makes changes that are material, Skyee will let you know via e-mail or other written communication before the changes take effect. If you disagree with the proposed changes, then you should stop using the Skyee Services within the designated notice period. Your continued use of our Services will be subject to the new terms. However, any dispute that arose before the changes will be governed by the version of the Terms and Conditions of Use For JPY Services and Privacy Policy that was in place when the dispute arose. This Agreement may also be amended if Skyee and you enter into a separate written agreement to amend this Agreement that is signed by authorized representatives of both parties.

19.5 Successors and Assigns. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns. You may NOT assign your rights or delegate your obligations under this Agreement without Skyee's consent, which consent shall not be unduly withheld if the assignee agrees to be bound by the terms of this Agreement, and Skyee determines, in its sole discretion, that the assignee meets Skyee's AML Program requirements. Skyee may assign its rights and delegate its obligations under this Agreement without condition.

19.6 Waiver. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof.

19.7 Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement or each party remain valid, binding, and enforceable.

19.8 Survival. All provisions of this Agreement, which by their nature should survive termination, survive termination, including without limitation, provisions on termination, warranty disclaimers, indemnity, limitations of liability, and intellectual property.

19.9 Captions. The descriptive headings of the sections and subsections of this Agreement are for convenience only, do not constitute a part of this Agreement, and do not affect this Agreement's construction or interpretation.

19.10 Number and Gender. Any reference in this Agreement to the singular includes the plural where appropriate, and any reference in this Agreement to the masculine gender includes the feminine and neuter genders where appropriate.

19.11 Merger. This Agreement constitutes the final agreement between Skyee and you. This Agreement is the complete and exclusive expression of the parties' agreement on the matters contained therein. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in the Agreement are expressly merged into and superseded by the Agreement. The provisions of the Agreement may not be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings. In entering into the Agreement, neither party has relied upon any statement, representation, warranty or agreement of the other party except for those expressly contained in the Agreement. There are no conditions precedents to the effectiveness of the Agreement, other than those expressly stated in the Agreement.

二、外贸收款服务

Terms and Conditions of Use

Ver. B2B T&C 2018-1

1. Introduction

Thank you for choosing Skyee Hong Kong Company Ltd. as your service provider. For the purpose of this Agreement (defined below), the terms “Skyee”, “we”, “us”, and “our” refer to Skyee Hong Kong Company Ltd. and its respective subsidiaries and affiliated companies that provide services to you. This agreement comprises of these Terms and Conditions of Use (including all documents incorporated by reference) Privacy Policy, and, if any, additional written agreement(s) to extend or to amend the Terms and Conditions of Use and Privacy Policy entered into by Skyee and you (hereafter collectively referred to as “Agreement”). By registering with Skyee or otherwise using its services (hereafter referred to as “Services”), you agree to abide by the terms of this Agreement.

From time to time, Skyee may amend the terms under which its Services are offered. The Terms and Conditions of Use and Privacy Policy may be amended only by Skyee. Skyee will post the latest revised version of the Terms and Conditions of Use and Privacy Policy on its website at www.skyee360.com. If Skyee makes changes that are material, Skyee will let you know via e-mail or other written communication before the changes take effect. If you disagree with the proposed changes, then you should stop using Skyee’s Services within the designated notice period. Your continued use of our Services will be subject to the new terms. However, any dispute that arose before the changes will be governed by the version of the Terms and Conditions of Use and Privacy Policy that was in place when the dispute arose. In the event that Skyee and you entered into additional written agreement(s) to extend or to amend these Terms and Conditions of Use or Privacy Policy, such additional written agreement(s) must be amended by written agreement entered into by Skyee and you and signed by authorized representatives of both parties.

This Agreement is made in English. For your convenience, we may translate this Agreement into other languages. In the event of a conflict

between a translated version of this Agreement and the English version, the English version controls.

2. Operations Support

Guangzhou Gao Fu Information Technology Co. Ltd. (“Gao Fu”) provides operations support to Skyee. Gao Fu provides Skyee with, among other things, support in marketing, IT, administration, and customer service. Even though this Agreement is between you and Skyee, you acknowledge and accept any Service provided to you by Gao Fu as Skyee’s delegate.

3. Scope of Services

Skyee serves as your agent to receive, on your behalf, funds in payment for the sale of goods or services. Services provided include the following:

(a) Provide to you virtual account number(s), account reference number(s), or sub account number(s) for the purpose of receiving funds on your behalf (“Collection Account”). The Collection Account is not your bank account. Rather, it is a special purpose account established by Skyee for the purpose of receiving funds.

(b) To deposit the received funds into –

(i) accounts established by Skyee in its own name at banks or at other financial institutions;

(ii) accounts established by Skyee in your name at banks or at other financial institutions; or

(iii) accounts established by banks or other financial institutions that provide services to Skyee.

Your funds may be transferred between the aforementioned accounts for the purpose of providing services to you. Your funds may also be pooled and held in an account with that of other Skyee customers.

(c) Convert the funds received on your behalf into other currency. Such conversion may be done by Skyee or by banks or other financial institutions that service to Skyee.

(d) Transmit the funds received on your behalf through banks, intermediary financial institutions, or your designated agent to a bank account designated by you (“Withdrawal Account”).

(e) Provide you with an online account (“Skyee Account”) to view and to manage your funds.

(f) Any additional services (if any) that are made available by Skyee from time to time.

4. Appointment as Your Agent and Attorney In Fact

You hereby appoint Skyee as your agent and as your attorney in fact for the purpose of providing Services to you (the “Purpose”). In connection with this Purpose, you authorize Skyee to do the following:

(a) To establish any account at any bank or other financial institution in your name for the Purpose and to issue any instructions or orders with respect to these accounts.

(b) To receive funds on your behalf.

(c) To deposit the received funds into –

(i) accounts established by Skyee in its own name at banks or at other financial institutions;

(ii) accounts established by Skyee in your name at banks or at other financial institutions; or

(iii) accounts established by banks or other financial institutions that provide services to Skyee.

Your funds may be transferred between the aforementioned accounts for the purpose of providing services to you. Your funds may also be pooled and held in an account with that of other Skyee customers.

(d) To convert the funds received on your behalf to other currency. Such conversion may be done by Skyee or by banks or other financial institutions that service Skyee.

(e) To transmit the funds received on your behalf through banks, intermediary financial institutions, or your designated agent to your Withdrawal Account.

(f) To take any other action necessary to effectuate the Purpose.

Skyee's duties to you, including the scope of duties and limitations of liability, are exclusively defined by the terms of this Agreement. To the extent permitted by law, Skyee's disclaims all other duties, fiduciary or otherwise, not explicitly provided for in this Agreement.

5. Service Fees, Advanced Funds, and Right To Offset

For Services provided, Skyee charges a fee mutually agreed between Skyee and you. Such fee may be based on a percentage of the funds received, a fixed amount fee or any other basis as agreed. The fee is due when the funds are received into the Collection Account. Skyee also charges a fee for fund transfers to your Withdrawal Account, which is due upon the initiation of the fund transfer. The fee for fund transfer may be either a flat fee or a percentage based fee. The aforementioned fees are collectively referred to as "Service Fees." The Service Fees may change from time to time. The Service Fee schedule is published on Skyee's website at <http://www.Skyee360.com> and are incorporated into this Agreement by reference. When such Services Fees are due, you authorize Skyee to collect the Service Fee by debiting from the funds received on your behalf. Your Skyee Account will show the funds received, the Service Fees charged, and the available balance for withdrawal by you. If you have any questions or are unclear as to any fees, you should contact Skyee Customer Support.

To facilitate faster settlement, when you place a withdrawal request, Skyee or intermediary financial institutions may advance funds to you. You authorize Skyee to debit the funds received on your behalf in repayment of such advanced funds.

In the event that the funds received on your behalf are insufficient to meet your obligations, you shall pay Skye the difference upon Skye's written demand. Furthermore, you authorize Skye to offset any obligation to deliver funds to you against any outstanding amounts that you owe to Skye.

6. AML Program; Obtaining Information From You and Third Party Platforms

Skye has a legal obligation to comply with applicable laws and regulations in the jurisdictions where it operates, in particular with respect to those laws and regulations regarding money laundering and terrorist financing (collectively "AML Laws"), including but not limited to, where applicable, Hong Kong Anti-Money Laundering and Counter-Terrorist Financing (Financial Institutions) Ordinance Cap 615. As such, Skye is required to maintain Anti-Money Laundering and Anti-Terrorist Financing policies and procedures (collectively the "AML Program"). Pursuant to its AML Program -

(i) Skye may request that you provide information and/or documentation regarding your identity and business and that of your affiliates ("Identity Information").

(ii) Skye may request that you provide information and/or documentation regarding the underlying transaction supporting the payment of funds to you ("Transaction Information").

(iii) Skye may request that (a) you provide Identity Information and Transaction Information from third party transaction or information platforms that you utilize to conduct business ("Third Party Platforms"); (b) authorize such Third Party Platforms to share such information with Skye; or (c) authorize and provide access to Skye to obtain such information from Third Party Platforms.

(iv) Skye may request that you provide other information or documentation.

(v) Skye may verify or authenticate Identity Information and Transaction Information, and other information provided by you and may take actions as prescribed by its AML Program or that it deems necessary to meet its compliance obligations.

To facilitate (a) Skyee's implementation of its AML Program; (b) Skyee's compliance with applicable AML Laws and respond to requests from government authorities; and (c) Skyee's provision of Services to you, you agree to the following:

(i) To provide Identity Information, Transaction Information, and other information as requested by Skyee.

(ii) To authorize Third Party Platforms to provide Identity Information, Transaction Information, and other information to Skyee.

(iii) To permit Skyee to obtain from Third Party Platform your Identity Information, Transaction Information, and other information.

You further agree that Skyee may verify or authenticate Identity Information, Transaction Information, and other information provided by you and that Skyee may take actions as prescribed by its AML Program or that it deems necessary to meet its compliance obligations.

7. Information Sharing

Skyee's Service Providers (defined below) are also subject to applicable AML Laws in the jurisdictions where they operate. "Service Providers" mean banks, payment service providers, clearing networks, and other third party payment processing services, and other intermediary financial institutions that support Skyee in the provision of Services. In many instances, Skyee is required by its Service Providers to provide to them your Identity Information, Transaction Information, and other information about you in order to facilitate the Service Providers' implementation of their own AML Programs, to comply with AML Laws or requests by government authorities, and/or to provide services to Skyee.

You authorize Skyee to provide your Identity Information, Transaction Information, and other information about you to its Service Providers. You authorize these Service Providers to (i) use the your Identity Information, Transaction Information, and other information about you to meet their compliance obligations, including to facilitate the implementation of their AML

Programs, and to respond to government requests for such information; and (ii) to provide your Identity Information, Transaction Information, and other information about you to their service providers (e.g. a correspondent bank) that facilitate the Service Providers' provision of services to Skyee.

Government authorities may also request that Skyee provide your Identity Information, Transaction Information, or other information about you to the government for regulatory, investigative, and legal purposes. You authorize Skyee to provide your Identity Information, Transaction Information, and other information about you to government authorities in response to such requests.

You authorize Skyee to provide a copy of this Agreement and any Identity Information and Transaction Information to any payer that request information concerning you and regarding the settlement of funds to your Collection Account.

Any information and documentation that you provide to Skyee are subject to Skyee's Privacy Policy. This Section 7 supplements Skyee's Privacy Policy. In the event of any conflict between this Section 7 and the Privacy Policy, this Section 7 controls.

8. Compliance with Applicable Law and Prohibited Use

You covenant, represent, and warrant that you will comply with all applicable laws in connection with the performance of your obligations under this Agreement.

You agree not to use the Collection Account or Skyee's services for any activity, which is illegal under applicable law or to facilitate any transaction other than those transactions specifically contemplated by this Agreement.

You further agree not to use the Collection Account or Skyee's services to facilitate the collection of payment from payors located in jurisdictions set forth in the **Prohibited Countries List**, as amended from time to time, which is published on Skyee's website and incorporated into this Agreement by reference. Skyee may amend the **Prohibited Countries List** in its sole discretion.

You further agree not to use the Collection Account or Skyee's services to facilitate the transaction of goods or services set forth in

the **Prohibited Products and Services List**, as amended from time to time, which is published on Skyee's website and incorporated into this Agreement by reference. Skyee may amend the **Prohibited Products and Services List** in its sole discretion.

9. Registering with Skyee

In order to use Skyee's Services, you must register with Skyee to obtain a Skyee Account. Through the Skyee Account, you would be able to access Skyee's Services and obtain information about the funds received, the Service Fees charged, and the available balance for withdrawal by you. Any individual (18 years or older) or business entity based in China (or the Chinese Special Administrative Region of Hong Kong), may apply to register with Skyee. If you register with Skyee on behalf of a business entity, you represent that you are duly authorized to enter into this Agreement on behalf of the business entity.

To successfully complete the registration process, you must submit an application and supporting information and documentation requested by Skyee (collectively "Application"). You represent that the Application you submit is accurate to the best of your knowledge. In the event that your Identity Information, Transaction Information, and other information about you are accessible on a Third Party Platform, you shall authorize and allow Skyee to obtain such information from the Third Party Platform.

In some instances, in addition to the information and/or documentation initially requested, Skyee may require you to submit additional information and/or documentation to supplement the Application. You shall amend or supplement the Application, both during and after completing the registration, if information in the previously provided Application is inaccurate or requires amendment or supplementation due to changed circumstances.

After approval of your Application, Skyee will provide you with a Skyee Account and one or more Collection Account(s). It is your responsibility to secure your Skyee Account and Collection Account information. If you allow another person to have access to your Skyee Account or Collection Account, Skyee will consider any use by such person as authorized by you and you shall be liable for transactions and fees incurred by such use.

Skyee reserves the right, in its sole discretion, to reject any Application. Skyee reserves the right to terminate, suspend, or otherwise

limit your use of Skye Account and/or Collection Account at any time, even after approval of your Application.

10. Receiving Funds

Skye's Services enable you to receive funds. After you successfully register with Skye, Skye will provide you with Collection Account(s) and other information necessary to receive funds using Skye's Services. The Collection Account is for receiving funds only. Unless authorized by Skye, you shall not allow any party the right to debit the Collection Account. You are liable to Skye for any unauthorized debits made to the Collection Account.

With respect to any inbound funds, you acknowledge that Skye serves as your agent to receive the funds on your behalf and that the receipt of the funds by Skye will satisfy and discharge the payer's corresponding payment obligations to you. Furthermore, you release the payer from liability for such payment when the funds are received by Skye and not as of later when Skye settles the funds to you.

You may only use Skye's Services to receive funds from payers that are approved by Skye. The approval of the payer is at Skye's sole discretion. Funds from non-approved payers will be rejected. You shall bear any costs and expenses associated with the rejection of such funds.

Skye will assign to you Collection Account(s) to receive funds denominated in AUD, CAD, CNH, HKD, JPY, NZD, GBP, USD, EUR, and in other currency allowed by Skye (collectively "Approved Currencies").

You are responsible for ensuring that the funds denominated in the Approved Currencies are transferred into the Collection Account. You are responsible for advising the payer that the funds must be denominated in Approved Currencies. Funds that do not correspond with the Approved Currencies may be rejected and not allowed to be credited into the Collection Account. You agree to bear any expense associated with the rejection of the funds. You are solely responsible for all consequences resulting from the rejection of the funds.

Skye accepts funds transferred by payment types that are traceable, including but not limited to international wire, local clearing and check. Skye

does not accept funds transferred by cash or other untraceable payment methods.

In the event that Skye or any of its Service Providers believes that receiving funds on your behalf or transmitting funds to you may violate applicable law or would lead to Skye or its Service Providers to bear excessive legal, financial, or reputational risk, then your funds may be temporarily withheld pending the outcome of an internal or government investigation. Based on the outcome of the investigation, your funds may be remitted to you, rejected or, pursuant to instructions from government authorities, frozen or forfeited to the government.

Skye reserves the right to reject any inbound funds in part or in full at any time. The funds may be rejected for any reason, including but not limited to non-compliance with AML Laws or the AML Program of Skye or its Service Providers. Furthermore, Skye is not obligated to disclose the reasons for the rejection.

The amount of time required for inbound funds from the payer to reach your Collection Account is not within Skye's control. Skye is not responsible for any dispute between you and the payer, which you should resolve with the payer directly.

Funds transferred to the Collection Account are deposited into bank accounts established by Skye or by banks and other financial institutions that service them. You authorize Skye and its Service Providers to retain interest (if any) that accrue from funds received on your behalf.

Furthermore, funds held by Skye or its Service Providers on your behalf, may not be insured by banking insurance. In the unlikely event that Skye or, its Service Providers become insolvent, you may lose the funds. By using Skye's Services, you assume this risk.

You are solely responsible for the reporting and payment to relevant government authorities of all applicable taxes that apply to any funds received by Skye on your behalf. Skye and its Service Providers are not responsible for the payment of your taxes. In the event, that Skye and its Service Providers are required by government authorities to freeze your funds, withhold taxes from your funds, or make any tax payments for you, you authorize each of them to comply with such requests and to make such payment using your funds. If your funds remain with Skye for two (2) years and Skye is unable to contact you, the funds may be required to be turned over to government authorities under applicable escheatment laws.

Finally, you shall refrain from communicating with any Service Provider that support Skyee's Services regarding the Collection Account and, instead, direct all such communications to Skyee. Your breach of the aforementioned provision may result in the immediate termination of your Skyee Account.

11. Settlement to Withdrawal Account

Before Skyee can transfer funds to your Withdrawal Account, you must provide the details for the Withdrawal Account to Skyee. You must ensure that the information you provided regarding your Withdrawal Account is accurate and complete. Otherwise, your funds may be misdirected or rejected as a result of incorrect bank information. In the event that your funds are misdirected as a result of inaccurate or incomplete information regarding your Withdrawal Account, Skyee will take commercially reasonable measures to help you trace and recover the funds. However, you are solely responsible for any funds that cannot be recovered. Furthermore, if your funds are rejected and the funds need to be resent, Skyee may incur additional banking charges. Such charges will be deducted from your funds prior to the transfer to your Withdrawal Account.

To execute the transfer of funds to your Withdrawal Account, you must login to your Skyee Account and put in a request for fund settlement. Upon receipt of your request, Skyee will then initiate a transfer to your Withdrawal Account in the amount you selected less any applicable fees. You are solely responsible for the payment of any fees charged by your bank for receiving inbound funds. Unless the funds were transferred in error, the fund transfer cannot be reversed.

Skyee may rely on banks, third party intermediary financial institutions, and/or your designated agent to transfer funds to your Withdrawal Account.

We advise you to pay attention to the type of currencies that your Withdrawal Account can accept. If you are holding a balance in your Skyee Account denominated in a foreign currency, you may withdraw that balance (or part thereof) denominated in the foreign currency to a Withdrawal Account that accepts the funds denominated in such foreign currency. However, in some cases, your Withdrawal Account may be limited to accepting funds in local currency.

You may request that Skyee convert the funds to your designated currency and then transfer the funds to your Withdrawal Account. Currency conversion is made by Skyee using an exchange rate set by Skyee.

If you initiate a transfer of funds denominated in foreign currency to a Withdrawal Account that only accepts local currency, your funds may be (i) automatically converted by Skyee, at an exchange rate set by Skyee, to the local currency prior to the transfer or (ii) transferred to the Withdrawal Account in foreign currency and rejected by the receiving bank or converted to local currency by the receiving bank at prevailing exchange rate set by the receiving bank, in which case the receiving bank may charge additional fees.

12. Representations and Warranties

You represent and warrant that –

(i) your use of the Skyee Services will be in strict accordance with this Agreement and in compliance with all applicable laws and regulations in the jurisdiction where you operate or reside, including without limitation any laws or regulations regarding online conduct, acceptable content, and the transmission of technical data exported from the United States, E.U, Japan or the country in which you reside;

(ii) the settlement of funds via Skyee's Services does not breach any agreement between you and payer; and

(iii) your use of the Skyee's Services will not infringe or misappropriate the intellectual property rights of any third party.

13. Disclaimer of Warranties

Skyee's Services are provided "as is." Skyee and its Service Providers hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement.

Skyee and its Service Providers do not make any warranty that our Services will be error free or that access thereto will be continuous or uninterrupted. You understand that you use our Services at your own discretion and risk.

14. Limitation of Liability

In no event will Skyee or its Service Providers, be liable to you for any matter arising from this Agreement, under any theory of contract, negligence, strict liability or other legal or equitable theory, for (i) any special, incidental or consequential damages; (ii) any damages resulting from business disruption, including the interruption of use, loss, or corruption from data; (iii) the cost of procurement for substitute products or services; or (iv) for any amounts that exceed the fees paid by you to Skyee under this Agreement during the twelve (12) months period prior to when the cause of action arose.

Skyee shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall apply to the extent permitted by applicable law.

Skyee and its Service Providers assume no liability arising from any claims against you from the payer, buyers of your products, or other parties. You are solely responsible for your products and your obligations to the payer, the buyer, and any other party.

You acknowledge that Skyee will provide Services using Service Providers. No commercial agreement exists between the Service Providers and you and each of the Service Providers will accordingly have no direct liability to you.

15. Indemnification

You agree to indemnify and hold harmless Skyee, its Service Providers and their respective directors, officers, employees, and agents from and against any and all claims and expenses, including attorney fees, arising out of your use of Skyee's Services, including but not limited to any claims against you by the payer, buyers of your products, government authorities, and other party and any claims arising from your violations of this Agreement.

16. Intellectual Property

Unless otherwise agreed in writing, any and all intellectual property rights of the software, logo, technology, images, design, software codes, and the like shall be reserved by Skyee.

17. Security

Skyee has implemented commercially reasonable administrative and technical measures to protect your information from accidental loss and from unauthorized access, use or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use such information for improper purposes. You acknowledge that you provided your personal information at your own risk.

18. Termination

Skyee may terminate this Agreement and your access to all or any part of the Skyee's Services at any time, with or without cause, upon giving written notice to you via email. If you wish to terminate this Agreement or your Skyee Account, you may simply discontinue using the Skyee Services.

19. General Provisions

19.1 Relationship. Skyee provides Services to you as an independent contractor.

19.2 Force Majeure. Skyee is not liable for any failure to fulfill its obligations under this Agreement due to reasons beyond its control, which includes but not limited to changes of laws, regulations and orders of any competent authorities, acts of Service Providers, acts of God, and breakdown of system or equipment.

19.3 Governing Law and Forum. This Agreement is governed by the law of Hong Kong. Skyee and you shall submit any dispute arising from this Agreement to the Hong Kong International Arbitration Center for arbitration in accordance with the arbitration rules then in force. The Hong Kong International Arbitration Center's decision shall be final and binding for both parties.

19.4 Amendments. From time to time, Skyee may amend the terms under which its Services are offered. The Terms and Conditions of Use and Privacy Policy may be amended only by Skyee. Skyee will post the latest revised version of the Terms and Conditions of Use and Privacy Policy on its website at www.skyee360.com. If Skyee makes changes that are material, Skyee will let you know via e-mail or other written

communication before the changes take effect. If you disagree with the proposed changes, then you should stop using Skyee's Services within the designated notice period. Your continued use of our Services will be subject to the new terms. However, any dispute that arose before the changes will be governed by the version of the Terms and Conditions of Use and Privacy Policy that was in place when the dispute arose. In the event that Skyee and you entered into additional written agreement(s) to extend or to amend these Terms and Conditions of Use or Privacy Policy, such additional written agreement(s) must be amended by written agreement entered into by Skyee and you and signed by authorized representatives of both parties.

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19.5 Successors and Assigns. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns. You may NOT assign your rights or delegate your obligations under this Agreement without Skyee's consent, which consent shall not be unduly withheld if the assignee agrees to be bound by the terms of this Agreement, and Skyee determines, in its sole discretion, that the assignee meets Skyee's AML Program requirements. Skyee may assign its rights and delegate its obligations under this Agreement without condition.

19.6 Waiver. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof.

19.7 Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement or each party remain valid, binding, and enforceable.

19.8 Survival. All provisions of this Agreement, which by their nature should survive termination, survive termination, including without limitation, provisions on termination, warranty disclaimers, indemnity, limitations of liability, and intellectual property.

19.9 Captions. The descriptive headings of the sections and subsections of this Agreement are for convenience only, do not constitute a part of this Agreement, and do not affect this Agreement's construction or interpretation.

19.10 Number and Gender. Any reference in this Agreement to the singular includes the plural where appropriate, and any reference in this Agreement to the masculine gender includes the feminine and neuter genders where appropriate.

19.11 Merger. This Agreement constitutes the final agreement between Skyee and you. This Agreement is the complete and exclusive expression of the parties' agreement on the matters contained therein. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in the Agreement are expressly merged into and superseded by the Agreement. The provisions of the Agreement may not be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings. In entering into the Agreement, neither party has relied upon any statement, representation, warranty or agreement of the other party except for those expressly contained in the Agreement. There are no conditions precedents to the effectiveness of the Agreement, other than those expressly stated in the Agreement.