Tree Pay Service Agreement

This Agreement is made between **Tree Pay (Thailand) Co., Ltd.** Electronic payment service license No. n(3) 008/2559 and n(5) 007/2559 issued by Ministry of Digital Economy and Society, and located at 725 Sukhumvit Alley, 12th floor, Khwaeng Khlong Tan Nuea, Khet Watthana, Bangkok 10110 (hereinafter referred to as "**Tree Pay**") and

	storeowner /	authorized	person	with
the office, located at			· 	
(hereinafter referred to the "Company").				

This Agreement on Tree Pay service ("Agreement") purports to stipulate all necessary terms of the Tree Pay service between the Company and Tree Pay.

The Company and Tree Pay hereto agree the terms and conditions of the Agreement as follows:

1. Purpose

This Agreement desires to determine the Company and Tree Pay's rights and obligations in relation to enter an agreement on payment service provider and other payment methods and/or services between the Company and Tree Pay.

2. Definition

Throughout this Agreement, the following terms shall bear the following meanings.

- 2.1 "Tree Pay Services" means the online payment channel services provided by Tree Pay to the Company through Tree Pay's electronic payment system.
- 2.2 "Payment Service Provider" means the online payment and settlement services as mentioned in the following subsection in accordance with the <u>separate</u> agreements between Tree Pay and credit card companies, banks, and mobile carriers in relation to the Company sells products or provides services to the Company's customers and/or users through the Company's online platform.
- 2.3 "Recurring Service" means an arrangement where Tree Pay may authorize to automatically charge its user's credit card and/or debit card account on a recurring basis. The payments may be made monthly, quarterly, or on an annual basis, as the case may be.
- 2.4 "**Installment**" means the verification service between the credit card payment information provided by the user in order to buy the Company's goods and/or services with a part of a debt due by contract, and the user agreed to be paid follow the prescribed time, and the information provided by the credit card company through Tree Pay's payment system.
- 2.5 "TP-Trust Service" means the service where, in respect of a sale to user where the user makes full payment for the goods and/or services prior to receiving the goods and/or services, the user's payment for the goods and/or services is kept by Tree Pay until the user or Tree Pay confirms the user's receipt of the goods or services, whereupon payment is made to the Company.
- 2.6 "Payment Information" means the information provided by the user in order to receive the authorization' from the financial institution such as acquiring bank, when it buys the Company's goods and/or services such as: credit card information (card number, expiry date, password, and residence number,) payment information for the small amount (mobile phone number, and residence number,) and the bank account number.
- 2.7 "Authorization" or "Transaction Authorization" means the confirmation given by the financial institution such as acquiring bank that the payment information provided by the user has been verified with the information registered at the financial institution such as acquiring bank and the payment for the goods and/or services can be made via the relevant payment means.

- 2.8 "Capture Request" means a request for payment made by Tree Pay (on behalf of the Company) to a financial institution such as acquiring bank, in respect of goods and/or services for which a transaction authorization has been issued by the financial institution such as acquiring bank.
- 2.9 "**Settlement**" means a transaction amount received by Tree Pay from the financial institution such as acquiring bank less Tree Pay's service fees and any fees to be paid to Tree Pay (if any).
- 2.10 "Payment Service Provider System" means the information network system operated by Tree Pay which is linked to the information networks of the Company's platform and financial institution such as acquiring bank, and allows Tree Pay to process and transfer the information for transaction authorizations, capture requests, settlements, and refunds.
- 2.11 "User" means a customer or a person who buys goods and/or uses services from the Company's platform and pays the price/fee through Tree Pay's payment system under the payment service provided by Tree Pay to the Company.
- 2.12 "**Standard Delivery Period**" means a period necessary for completion of delivery of goods or provision of services, starting from the date when Tree Pay receives the transaction authorization from the financial institution such as acquiring bank.
- 2.13 "Transaction Amount" means the amount collected from a financial institution such as acquiring bank following a payment request and which is equivalent to the final order amount before any of the Tree Pay plug-in, Tree Pay discounts or financial institution such as acquiring bank discounts, or promotions are applied.

3. Obligations and Responsibilities of the Company and Tree Pay

- 3.1 The Company shall have the following obligations and responsibilities:
 - (a) The Company shall inform the user, by specifying on its website or in other ways, that the seller of the goods and/or services is the Company but that payment will be made through Tree Pay.
 - (b) The Company shall be responsible to handle the user's request for cancellation and/or refund of order in compliance with consumer protection laws and regulations in Thailand, including the separate Agreement between Tree Pay and financial institution such as acquiring bank.
 - The Company is still responsible for the payment of service fee to Tree Pay even if the Company executes any cancellation and/or refund to the user as mentioned in the above paragraph.
 - (c) The Company shall be responsible for any transfer, loss or leakage of the user's personal information which occurs in violation of applicable laws and regulations and is attributable to itself.
 - (d) The Company acknowledges and agrees that the service hereunder has any error, delay, or temporally suspended, arising from computer system, connection system, computer virus, or any causes beyond Tree Pay's control, the Company shall not raise any damage claim against Tree Pay from the error occurred. The Company agrees to fully assist and cooperate with Tree Pay to resolve such problem.
 - (e) The Company agrees to co-operate with Tree Pay and allow access of Tree Pay or its representatives or agents to carry out audits (including but not limited to examination of transaction records, anomalies in transactions, or credit records kept by the National Credit Bureau Co., Ltd.) and other related matters. The Company also agrees that Tree Pay, the credit card acquirers ("Acquirers") or international credit card issuer organizations (if applicable) shall have the right to conduct necessary audits of information on the Company's premises to ensure the security of transaction information.
 - (f) The Company shall comply with Tree Pay in preventing illegal or suspicious or fraudulent transactions and co-operate with Tree Pay in handling related matters.

- (g) The Company shall be responsible for the delivery of goods and/or services in accordance with the transactions specified in advertisement or details of goods and/or services published on the platform or specified by the Company. The delivery or rendering of goods and/or services in accordance with the transaction shall include the duties of seeking source of goods and/or services, selecting and checking its quality, ordering such from the manufacturers, importing, carrying out customs procedures, payment of taxes, duties, delivery charges and postal fees, refund and exchange thereof, procurement of insurance, including equipment and other items to facilitate the provision of the services and other duties (if any) related to the sale of goods and/or services (if applicable).
- 3.2 Tree Pay shall have the following obligations and responsibilities:
 - (a) Tree Pay shall provide the certain payment service provider system and relevant systems for other payment method agreed by the Company and Tree Pay.
 - (b) Tree Pay shall have a duty only to collect the amount of payments for goods and/or services on behalf of the Company. Tree Pay shall not involve in any non-payment related issue between the Company's users and/or customers and the Company.
 - (c) Tree Pay shall have the right to check the goods and/or services transacted by the Company. If required, the Company is obligated to describe details of such goods and/or services and indicates other related matters to Tree Pay and shall ensure the correctness of the documents filed to support requests for payment.

4. Allotment of Installment Fees of Software, Equipment and Line

- 4.1 Tree Pay shall provide the necessary software to the Company in order to use Tree Pay's payment service and other payment methods. Tree Pay reserves the right to own all software provided by Tree Pay to the Company.
- 4.2 The software, equipment, and line installment costs listed in Appendix 1 shall be borne by the Company.
- 4.3 Issues regarding the installment of any other software, equipment, or line shall be separately discussed and agreed by both the Company and Tree Pay.

5. Conditions for the Use of Services

- 5.1 The Company shall be eligible for Tree Pay's payment service to receive payments for goods and/or services only upon obtaining Tree Pay's permission.
- 5.2 The Company's goods and/or services that are applicable to Tree Pay's payment service shall be limited to the category of goods and/or services that have been notified by the Company and accepted by Tree Pay upon the execution of this Agreement. If the Company intends to add other categories of goods and/or services for the application of Tree Pay's payment service, the Company shall provide prior written request to Tree Pay before adding the additional category of goods and/or services to Tree Pay's payment system. The application of Tree Pay's payment service for any additional category of goods and/or services shall be applicable upon Tree Pay's acceptance of the Company's request.
- 5.3 For receipt of the payment for goods and/or services, the Company agrees to receive the settlement amount after deducting agreed fee between Tree Pay and the Company with the minimum and maximum as per the attachment.
- 5.4 In the event that the Company has no movement for 3 (Three) month periods, the Company agrees to pay a monthly fee of Baht 200 (Two Hundred Baht Only), exclusive of VAT to maintain the Company ID from the first month of non-movement. If the funds in the Company's bank account are not sufficient, Tree Pay reserves the right to terminate the Agreement and the Company's ID forthwith.

6. Payment Service Hours and Suspension of the Services Supply

- 6.1 The time period of payment provided by Tree Pay shall be 24 (Twenty-four) hours per day.
- 6.2 If the suspension of its service is inevitable due to the periodic check for the system or technical necessity or other reason due to the financial institution such as acquiring bank, Tree Pay may suspend the service after giving notice to the Company at least 3 (Three) days prior to the suspension date. Provided Tree Pay may suspend its service without the prior notice if there occurs natural disaster and/or unpredicted or uncontrollable event/s by Tree Pay and/or financial institution such as acquiring bank, Tree Pay shall notify the suspension of its services no longer than 24 (Twenty-Four) hours after the occurrence of the suspension of the service.
- 6.3 Tree Pay may temporarily discontinue to provide its service, if the Company does not comply with any of its obligations under this Agreement or the Company stops its business for a substantial period without convincing reasons. The service will be resumed if the above circumstances are remedied.
- 6.4 The Company shall be responsible for the delivery of goods and/or services in accordance with the transactions specified in advertisement or details of goods and/or services published on the platform or specified by the Company. The delivery or rendering of goods and/or services in accordance with the transaction shall include the duties of seeking source of goods and/or services, selecting and checking its quality, ordering such from the manufacturers, importing, carrying out customs procedures, payment of taxes, duties, delivery charges and postal fees, refund and exchange thereof, procurement of insurance, including equipment and other items to facilitate the provision of the services and other duties (if any) related to the sale of goods and/or services (if applicable). The Company shall keep the record of user's order and delivery information in the data based for 18 (Eighteen) months. The Company can provide such record to Tree Pay upon its reasonable request.
- 6.5 If the Company is unable to provide the documents or information as mentioned under this Clause 6.4, Tree Pay shall deduct the relevant amount from the next scheduled settlement amount. Provided if the next settlement is smaller than the amount to be deducted or this Agreement expires or is terminated, the Company shall pay such amount to Tree Pay in the method Tree Pay requests.

7. Registration Fee and Annual Membership Fee

- 7.1 The Company shall pay the registration fee and/or the annual fee in the amount agreed (if any) by the Company and Tree Pay to Tree Pay prior to the commencement of its use of Tree Pay's payment service.
- 7.2 The registration fee constitutes costs (if any) for IT system registration of payment service provider and financial institution such as acquiring bank, and shall not be refunded in any event after ID is issued upon completion of the registration, other than in the occurrence of termination of this Agreement due to the causes attributable to Tree Pay.

8. Service Fee

- 8.1 The Company shall pay the service fees (if any), stated in schedule attached, in consideration for the use of Tree Pay's payment service provider and other payment method services.
- 8.2 Tree Pay shall agree to remit the settlement amount after deducting agreed fee between Tree Pay and the Company with the minimum and maximum as per the attachment.
- 8.3 Tree Pay reserves the right to amend the rate of service fees by giving at least 30 (thirty) days in advance notice to the Company.

9. Deposit

Tree Pay may request the Company to make a deposit (if any) agreed in schedule attached if the event of the addition of new items of the goods, the abnormal increase or decrease of the sales, frequent claims from the user, or the enjoyment of the illegal factors in its business occurs. The deposit shall be returned upon termination of this Agreement with no interests.

10. Credit Cards Issued Outside of Thailand

The Company must inform Tree Pay if the Company has intention to accept the credit cards issued outside of Thailand. The Company must be responsible for all liabilities and damages caused by the breach of this provision.

11. Transaction Processing

- 11.1 The Company shall not keep card information during and/or after the transaction is completed. In the event that the Company needs to retain card information, the Company must strictly comply with Payment Card Industry Data Security Standard (PCI DSS) of VISA International Service Association and MASTERCARD International Incorporated, or JCB International Company Limited, or any other companies that Tree Pay will associate in the future.
- 11.2 The requested user's card information for transaction processing must be matched with the user's card information registered to the card company and the validity of the relevant card. (i.e. The card is not expired and there is no cause for the suspension of the transaction such as the overdue of fees, report of robbery, loss and the like events).
- 11.3 If Tree Pay suspects that the Company is illegally using Tree Pay's payment service or violating the Agreement to manage fraudulent business and merchant filing bankruptcy, Tree Pay shall be entitled to put limit on the Company or deactivate the Company's account. The Company shall have the right to appeal to Tree Pay with relevant documentation.

12. Settlement

- 12.1 Tree Pay shall remit the settlement amount in a lump sum minus service fees and expenses to the account designated by the Company in accordance with the timescales as agreed in schedule attached.
- 12.2 The settlement in this Clause 12.1 shall be made only after Tree Pay receives the transaction amount from the financial institution such as acquiring bank, and if Tree Pay does not receive the transaction Amount from the financial institution such as acquiring bank, Tree Pay shall be exempted from the settlement obligation while the aforesaid circumstances exist.
- 12.3 In specific of the TP-Trust service, if the user fails to confirm the delivery of goods and there is no claim of non-delivery, or delay, express request for the refund within 7 (Seven) business days after the Company has registered the delivery information, the user shall be deemed to have received the goods at the end of this 7 (Seven) day period and the payment of the settlement amount shall be made within next 2 (Two) business days of the end of the 7 (Seven) day period.

13. Payment Withholding

- 13.1 Tree Pay may withhold part or all of the settlement amounts in one of the following events.
 - (a) If the Company intentionally conducts false transactions with the user;
 - (b) If the user raises a claim for non-delivery of the goods or theft of his/her credit card;
 - (c) If the record of capture requests made by the Company is different from the record provided by the financial institution such as acquiring bank;
 - (d) If it is probable that the Company's prospective settlement amount may abnormally increase, or that the concerned transaction may be refunded due to chargeback from the user;
 - (e) If it is necessary for Tree Pay to withhold certain amount from the prospective settlement amount in order to make the preparation against the consumer's chargebacks and disputes about its transaction by using of Tree Pay's payment service and TP-Trust service;
 - (f) The withheld settlement amount according to the clause 12 shall be paid to the Company on next settlement date after we receive funds from the acquirer bank.

13.2 If the settlement amount under this Clause 13.1 has been already paid to the Company, Tree Pay may withhold the payment of the next scheduled settlement amount payable to the Company.

14. Refunds

- 14.1 If the user requests a refund to the Company and such refund is due in accordance with the transaction terms and agreement of the financial institution such as acquiring bank, the Company shall immediately request a refund to Tree Pay.
- 14.2 If Tree Pay already made the settlement to the Company for the refund requested transaction, Tree Pay shall withhold the same amount in the next scheduled settlement date.
- 14.3 If the user or the financial institution such as acquiring bank, makes a request for a refund directly to Tree Pay, Tree Pay shall over the phone or in writing notify of the requested information to the Company and the Company shall inform Tree Pay of the Company's decision in writing within 3 (Three) business days from the date of Tree Pay's notice. If the Company does not reply to Tree Pay about its decision within the given time period, Tree Pay may take proper measures for the request of the refund by itself and it shall inform the Company of the results.
- 14.4 Tree Pay shall notify to the Company by phone, in writing, or through provided platform if Tree Pay withholds the payment of the settlement amount.
- 14.5 If a transaction takes place in respect of a category of goods and/or services which has not been approved by Tree Pay in accordance with Clause 5.2 of this Agreement, such transaction may be cancelled by Tree Pay.

15. Chargebacks and Disputed Transactions

15.1 If the user claims that it has not received the goods or that it did not make or authorize the original payment (in the case of credit cards, this would include loss, robbery, forgery and alteration of the credit cards), the Company shall resolve the user's claims under its own responsibility and at its costs

If the transaction under 3D secure is approved by bank, the chargeback case and dispute case can be protected.

- 15.2 Tree Pay may take measures according to Clause 13 (Payment Withholding) and Clause 14.3 (Deduction from the next settlement amount) against the Company if the user raises its claims described in 14.1 above.
- 15.3 Tree Pay may request the increase of the amount of the deposit if the existing deposit has been deducted from the prepaid settlement amount.

16. Record Retention and Retrieval

16.1 In term of receipt of the payments for goods and/or services, the Company must keep, at least 18 (Eighteen) months of sale record, delivery note, proof of trade or receipt of payments such as tax invoice or copy of receipt. If there are any issues or any disputes or an audit from the authorities which Tree Pay needs to verify the Company's sale transactions, the Company agrees to provide Tree Pay with all required information and documents without delay or within 5 (Five) business days. The Company also agrees to assist Tree Pay to acquire all required information and documents to support Tree Pay at any time upon Tree Pay's request.

17. Change of Agreement

- 17.1 Part or all of this Agreement may be changed only by the written Agreement by the Company and Tree Pay.
- 17.2 In the event that the contents of this Agreement are to be changed, Tree Pay has been given the rights to change the contents of the Agreement in accordance with the previous Agreement, and the

change of the Agreement shall be effective from the time when Tree Pay's written notice (including the electronic document such as by electronic mail, fax) is delivered to the Company unless it is determined otherwise.

18. Termination

- 18.1 The Company or Tree Pay may terminate this Agreement if one party fails to perform its obligation according to this Agreement or breaches this Agreement and does not cure its default within 30 (Thirty) days from the written notification from the other party.
- 18.2 The Company or Tree Pay may terminate this Agreement to the other party without the written notification to the other party if one of the following events occurs.
 - (a) The business related to this Agreement is in violation of laws and regulations requiring government authorization, thereby making it difficult to continue the business;
 - (b) The continuation of the business in relation to this Agreement becomes difficult because of the commencement of the bankruptcy, corporate liquidation and the like events, disposition for default of any taxes, attachment of the material assets for its business and so on;
 - (c) One party assigns the rights and obligations under this Agreement to the third party without the other party's consent, save and except that the Company can assign or transfer its the rights and obligations under this Agreement to its affiliates;
 - (d) The Company fails to act in compliance with any aspect of the given terms and conditions;
 - (e) The Company arbitrarily changes its category of the goods or services without Tree Pay's prior written consent.
- 18.3 Tree Pay may withhold payment of the relevant settlement amount in any event that Tree Pay terminates the Agreement under 18.2
- 18.4 Upon termination of this Agreement in any case, the Company shall announce the termination in a conspicuous place that can be obviously seen by its customer and/or client and/or user. The announcement shall appear upon the date of the service ceases.

19. Term

This Agreement shall be effective from the execution date of this Agreement for one year and it will be automatically renewed annually on the same terms and conditions of the prior Agreement unless one party informs its intention to terminate the Agreement to the other party 2 (Two) months prior to the expiration hereof.

20. TAX

Any taxes, duties, VAT, and other related expenses shall be the responsibility of the Company. The Company agrees to allow Tree Pay to deduct or to charge applicable withholding tax and/or pay the value-added tax associated with the service at the rate as prescribed by laws.

21. Miscellaneous Provisions (no-interest events, matters to be attended)

21.1 The Company and Tree Pay shall not disclose the information or data of each other and the user acquired from this Agreement to any third party without the other party's prior written consent and in accordance with applicable laws and regulations, including but not limited to the data protection laws. Provided this provision shall not be applied if there is the information/data submission order from an investigator in accordance with the relevant laws or from financial institution such as acquiring bank, or tax authority in connection with credit card-based transaction or any other transactions processed by Tree Pay.

- 21.2 The notification for Tree Pay's credit card no-interest-bearing events or other events under the discussion with the credit card companies shall be sent to the address of the representative electronic mail provided by the Company at the time of the execution of the Agreement for the payment service provider.
- 21.3 The Company shall make a proper notice in writing if its address of the representative electronic mail is changed or it intends to receive the notification into the other electronic mail address. Tree Pay shall not be responsible for the omission of the notification if the Company did not inform the change of its own address of the representative electronic mail.

I, the undersigned, am aware of the contents of the membership agreement with Tree Pay Co., Ltd., and apply for the internet-based payment service provider and other payment method services.

IN WITNESS WHEREOF, the duly authorized representatives of the Company and Tree Pay hereto have executed and delivered two copies of this Agreement as of the date first above written, with each party retaining a copy thereof.

		The Company				Tree Pay Co., Ltd.	
Sign			-	Sign			
	()		(Mr. Suvicha Nalita)
		Authorized director					
Sign			Witness	Sign	_		Witness
	()		()

Schedule 1:

Information of the Company and Items of Agreement

I. Company Business Information	
Type of Business	 ☐ Individual / Ordinary (Commercial Registration) ☐ Registered Ordinary Partnership ☐ Corporation ☐ Corporate to be exempted from taxation (i.e. Foundation, Non-Profit)
Company Name (THAI only)	
Company Name (ENGLISH only)	
Registered Address (THAI only)	
Business Registration No.	
Website URL	
Business Category	
Business Item	
Contact number	
Email Address	
II. Authorized Contact Person (s)	

1. Name	2. Name
Title / Position	Title / Position
Citizen ID No.	Citizen ID No.
Work Permit No.	Work Permit No.
Home Address	Home Address
Phone Number	Phone Number
Email Address	Email Address

III. Items of Agreement

Payment Method Type	☐ Credit / Debit Card Payment ☐ Once Click Payment ☐ Recurring Payment ☐ Installment Payment ☐ Direct Debit Payment ☐ mPay (Bank Bill Payment, mPay Station, mPay Application)					
Integration Type	One Time Token (OTT)	_	ct (Tree Pay's	Window)		
	Credit / Debit Card	Once	Click Payment	 :		
TP-Trust Service				Banking)		
Security Service Type	Use 3D Secure		se 3D Secure	. 0,		
IV. MDR Fee and Interest	Fee					
	Online Card Payment (%)					
		Bank	(Offered MDR (%	or Baht)	
	Installment Card Payment	BAY - Lo	oan			
		BAY - Credit Card				
		BBL				
		KBANK SCB				
		KTC				
		TBAN				
PG – MDR fee (VAT excluded)		Interest fee by mor	ath pariod			
(VAI excluded)		interest fee by mor	itii periou			
		Bank				
		BAY (Loan)				
		BAY (Credit Card)				
	Installment Interest Rate	BBL				
		KBANK				
		SCB				
		ктс				
		TBANK				
TP-Trust Service Fee (per transaction)			% or Baht			
Direct Debit	Within - Region			% or Baht		
Inter – Region				% or Baht		
	Bank Counter			% or Baht		
Bill Payment	ATM / Internet Banking			% or Baht		
Online Application	mPay Counter / mPay Shop		% or Baht			
	mPay Application / Wallet		% or Baht			

V. MDR Fee and Interest Fee

	Daily, please note day (s)	Weekly		
	☐ Bi-Monthly	☐ Monthly		
	Settlement Period	Settlement Date		
	Monthly	1 st ~ End → 3 rd		
	Pi Washin	1 st ~ 15 th → 18 th		
	Bi-Weekly	16 th ~ End → 3 rd		
		1 st ~ 7 th → 10 th		
	Wookh	8 th ~ 15 th → 18 th		
	Weekly	16 th ~ 22 nd → 25 th		
		$23^{\text{rd}} \sim \text{End} \rightarrow 3^{\text{rd}}$		
Settlement	 Settlement dates are based on the capture requested time before cut-off. TP-Trust Service is based on the customer confirmation time before cut-off. If the settlement amount is less than 3,000 Baht, then it will be added on to the next scheduled settlement date. Agreed MDR and transaction fee shall not be returned by Tree Pay to the Company Weekends or National holidays are not applied on the example schedules above. If the expected remittance date is weekends or national holidays, the funds will be remitted on next business day. 			
	 Cut-off Time: Credit / Debit, One Click, Recu Direct Debit, ATM and Counter 	9.		
	Bank Transfer Fee: 1 − 2 million baht \rightarrow 25 baht per transaction deduct from settled amount			

VI. Other

Transaction Currency	ТНВ
•	
Settlement Currency	THB
Minimum credit card received per transaction (THB)	No Minimum
Maximum credit card received per transaction (THB)	
Fixed Deposit	Waived
Real Time Reporting System and Partner Center Access Fee	Waived
MID Setup Fee	Waived
Annual Fee	Waived
Other Matters	