

## Topsymart connect Program User Agreement

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY! PLEASE PAY ATTENTION TO PROVISIONS THAT EXCLUDE OR LIMIT LIABILITY AND TERMS OF GOVERNING LAW AND JURISDICTION, WHICH MAY APPEAR IN CAPITAL LETTERS.**

**(December 31, 2019)**

This Topsymart connect Program User Agreement (the “**Agreement**”) together with the Relevant Rules (as defined below) contains the terms and conditions that govern your participation in the KOL Program (the “**Program**”).

“**Platform**” means the platform for a social-media-user-provided third party content services for sellers of Topsymart.com at the following URL: **connect.Topsymart.com**. “You”, “your” means the successfully registered Topsymart.com user to participate in the Program as a Seller, or Participant.

If you are from mainland China, your contract is with Hangzhou Topsymart Advertising Co., Ltd, other than in relation to Promotion Services (as defined in the Topsymart.com Terms of Use), in which case your contract for such services is with Topsymart.com Hong Kong Limited. If you are from Hong Kong and Macau, your contract is with Topsymart.com Hong Kong Limited. If you reside outside mainland China, Hong Kong and Macau, your contract is with Topsymart.com Singapore E-Commerce Private Limited (incorporated in Singapore with Company Reg. No. 200720572D). As some or part of the services (as defined in the Topsymart.com Terms of Use, as defined below) may be supported and provided by affiliates of Topsymart.com, Topsymart.com may delegate some of the services to its affiliates, who you agree may invoice you for their part of the services. The contracting party with you relating to your participation in the Program shall be called “**Topsymart**” for the purposes of this Agreement.

**By checking the box to agree this Agreement and clicking “Confirm”, you agree to be bound by the terms and conditions of this Agreement. You acknowledge and agree that you have independently evaluated the desirability of participating in the Program and are not relying on any representation, guarantee, or statement other than as expressly set forth in this Agreement; and hereby represent and warrant that you are lawfully able to enter into contracts, that you have reached the age of majority at your place of origin and residence, and that you are and will remain in compliance with this Agreement. You agree to abide by the terms and conditions set forth in this Agreement and all Relevant Rules when participating in the Program.**

### 1. DEFINITIONS

1. 1 “**Affiliate**” shall have the meaning given to it in Clause 6.3.2.
1. 2 “**Affiliate Product**” shall have the meaning given to it in Clause 6.1.
1. 3 “**Topsymart Content**” means artworks, graphics, logos, and copies of Topsymart Product/Service that are made available by Topsymart to Participant for advertisements on websites or other media controlled by Participant. Topsymart Content excludes any data, images, text, or other information or content relating to products or services offered by any website other than the Topsymart Site.
1. 4 “**Topsymart Product/Service**” means any item that is offered for sale by sellers on the Topsymart Site.
1. 5 “**Topsymart Portal**” means the website with the URL: <http://portals.Topsymart.com>.
1. 6 “**Topsymart Site**” means the website with the URL: <https://www.Topsymart.com>.
1. 7 “**Commission**” shall have the meaning given to it in Clause 6.6.
1. 8 “**Content Site**” means the website where the Seller request the Participant to post the Report Content. Content Site may be Topsymart.com or any third party website as Seller designate in a Service Request.
1. 9 “**Fraud**” means any action that intentionally attempts to create sales, leads, installations or click-throughs using robots, frames, iframes, scripts, or any other tools or ways for the sole purpose of performing a Trial Use or acquiring a Trial Product.
1. 10 “**Fraudulent Activity**” shall have the meaning given to it in Clause 6.1.
1. 11 “**Intellectual Property Rights**” means patents, rights to inventions, copyright and related rights, trademarks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including without limitation know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all

applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

1. 12 **"Participant"** means a physical person who duly registered as a user of Topsy.com and participates in the Program to offer the Sellers a third party content services according to this Agreement and the rules governing Trial Use that published by Seller and accepted by the Participant.
1. 13 **"Platform"** means the website of the Platform currently accessible at: connect.Topsy.com, or such other websites as may be designated by Topsy.com from time to time.
1. 14 **"Product Center"** means the system of Topsy Affiliate Program at URL: <https://connect.Topsy.com/connect/selection/square> or any other domain as may be designated by Topsy.com;
1. 15 **"Relevant Rules"** shall have the meaning given to it in Clause 2.1;
1. 16 **"Report Content"** shall have the meaning given to it in Clause 4.1;
1. 17 **"Qualifying Purchases"** means purchases completed by registered buyer of Topsy Site on the Topsy Site via Participants' advertisement of Affiliate Products. A purchase shall only be deemed to be "completed" by a registered buyer of Topsy Site if he or she has taken the requisite steps required by the Topsy Site for acknowledging transaction completion. For the avoidance of doubt, transactions on the Topsy Site that are refunded by a registered buyer of Topsy Site shall not be deemed as a Qualifying Purchase.
1. 18 **"Seller"** means a registered seller on Topsy.com.
1. 19 **"Transaction Services"** means the services provided by the Platform to facilitate Sellers, Agencies and the Participants to offer, accept, conclude, manage and fulfill orders for the provision of Participant's Deliverables online.
1. 20 **"Trial Product"** means any item that is offered for Trial Use by Topsy.com or Topsy.com sellers directly to you, which information may be posted by such sellers on the Platform.
1. 21 **"Trial Offer"** shall have the meaning given to it in Clause 5.2.1.
1. 22 **"Trial Use"** shall have the meaning given to it in Clause 3.3.
1. 23 **"Trial Use Engagement Agreement"** shall have the meaning given to it in Clause 5.2.2.

## 2. APPLICATION AND ACCEPTANCE OF TERM

2. 1 **This Agreement, together with the following rules (the "Relevant Rules"), constitutes the entire agreement between you and Topsy.com relating to the use of and activities relating to the Platform:**

- **Topsy.com Free Membership Agreement (<https://rule.Topsy.com/rule/detail/2042.htm>)**
- Topsy.com Terms of Use ( <https://rule.Topsy.com/rule/detail/2041.htm> );
- Any and all rules, policies, and terms and conditions as published and amended by Topsy.com and posted on the Platform from time to time.

The Relevant Rules shall be an integral part of this Agreement and shall have the same force and effect as this Agreement. In the event of any inconsistencies between this Agreement and the Relevant Rules, the Relevant Rules shall always prevail in the following order of priority: firstly, Topsy.com Free Membership Agreement, then Topsy.com Terms of Use to be followed in least priority of other rules, policies and terms published by Topsy.com.

2. 2 **Platform shall have the right, in its sole discretion, to amend and restate any Relevant Rules from time to time (the "Amended and Restated Relevant Rules") without notification to You. All Amended and Restated Relevant Rules shall become effective immediately upon its publication on the Platform. Your logging-in to the Platform and/or continuance of the participation in the Program after the publication of the Amended and Restated Relevant Rules shall be deemed as consent on the part of Participant to accept and be bound by the Amended and Restated Relevant Rules.**

## 3. ENROLLMENT

3. 1 Your participation in the Program is subject also to the successful registration and activation of a member account in accordance with the Topsy.com
4. 2 Topsy.com reserves the right to suspend or terminate the services under this Agreement, if Topsy.com discovers, in its sole and absolute discretion and without prejudice to other rights which Topsy.com may have under the Relevant Rules, that Participant is not in compliance with the requirements under clause 4.1 during his or her use the Platform, or Participant is unsuitable for participation in the Program.
3. 3 **Upon registration you authorize the Platform to record, store the contact information (your Dingtalk account or other contact you may submit to the system) you submit and allow the**

**Platform to share to your counterparty after the Trial Use transaction is confirmed by both Parties according to this Agreement.**

#### 4. THE PROGRAM

4. 1 The Program is intended to provide Seller with an opportunity to have a Participant use one or more Trial Product(s) (the "**Trial Use**") and for such Participant to provide feedback on his or her Trial Use with a trial report in the form of a publicly accessible video clip, image, post or other readable form of information ("**Report Content**") on Content Site designated by Topsyart (the "**Participant Deliverables**"). For this purpose, the Program allows Seller and Participant to engage an Agency, which the Participant submits to Topsyart as his or her manager ("**Managing Agency**") to provide with the service of Trial Use supervision, Report Content quality control, dispute regulation, and other coordination with the Participant ("**Management Service**").
4. 2 Platform shall only be an information and technical services provider relating to the Trial Use. Through the connect.Topsyart.com , Platform provides an electronic web-based platform for exchanging information and concluding transactions for Trial Use online between Participants, Agencies and Sellers. Platform reserves the right to limit certain features and functions of the Platform to its users. Despite the provision of the Platform, it is hereby acknowledged and confirmed by you that Platform does not represent the Seller, the Agency or any Participant in specific transactions whether or not such transactions are relating to Trial Use or actual purported purchases of Trial Products made on or via the Site. Platform does not control and is not liable to or responsible for the quality, safety, lawfulness or availability of the Trial Products or services offered for sale on the Platform or the ability of the Sellers to complete a sale or transfer of Trial Products or the ability of you to receive the Trial Products or complete a purchase.
4. 3 Platform reserves the right to charge for your access and use of the Platform or any feature or functionality of the Platform at any time in its sole discretion.

#### 5. TRIAL USE AND MANAGEMENT SERVICES

5. 1 Service Reque
5. 1.1 Seller may submit listings to the Platform of Trial Products for Trial Use by one or more Participants, which listing shall contain detailed information concerning the instructions to Participants and terms for entering into a Trial Use engagement agreement, which instructions and terms constitute a service request ("**Service Request**") to Participants.
5. 1.2 Seller shall indicate the consideration for the services in the Service Request, which may be free sample(s) of the Trial Product or a capped service fee ("**Service Fee**")
5. 1.3 Topsyart reserves the right to suspend or terminate a Seller's listing of Trial Product and/or the Service Request if it is in breach of any Relevant Rules, including but not limited to the then prevailing Product Listing Policy, in each case without compensation or liability to the Seller and Participant concerned whether or not a Trial Use is underway.
5. 2 Service Offer and Acceptanc
5. 2.1 Trial Use service. Participant may indicate his or her interest in participating in performing Trial Use of a Trial Product by filling the proposal page and clicking the "Apply" button, which proposal page shall include: 1) the Participant's name, 2) the Participant's self-introduction, 3) the Participant's photo(s) to apply for trying a Trial Product as per the Service Request concerned (the "**Trial Offer**")
5. 2.2 Offer acceptance. Upon receipt of the Trial Offer in system, the Seller may verify and choose to accept or reject in its sole and absolute discretion by clicking "approve/确认" or "cancel/取消" button accordingly on the Trial Offer page. In case of accepting a Trial Offer (and the Management Service Offer, if the Participant has an Managing Agency), a Trial Use engagement agreement which includes the terms of Service Request and the other commitment made by the Participant in his or her Trial Offer shall be entered into directly between the Seller, Participant and such Participant's Managing Agency as disclosed by in the Trial Offer (if the Participant has an Managing Agency), only without the involvement of Topsyart ("**Trial Use Engagement Agreement**")
5. 2.3 Offer rejection. Trial Offer will be deemed as rejected by Seller and closed in system if:
  1. ) Seller decides, in its sole and absolute discretion, to reject the Trial Offer by expiry date of a Service Request as initially indicated by the Seller; or

2. ) Seller does not approve the Trial Offer by expiry date of a Service Request as initially indicated by the Seller.

#### 5. 3 Service Deliver

5. 3.1 If applicable for the Service Request, Seller shall ship out the Trial Product applied for by the Participant to the designated address after its approval of such Participant's application. Seller and Participant may agree the shipment condition, including, without limitation, the moment when the ownership of Trial Product transfers to the Participant in the Trial Use Engagement Agreement. If such terms have been inadvertently left blank, the transfer moment shall be the moment when Trial Product is delivered to the Participant.
5. 3.2 All costs relating to the delivery, customs clearance, tax and levies (if any), handling and recording and submission of feedback relating to each Trial Product shall be borne by Participant and/or the Seller as agreed in the Trial Use Engagement Agreement; in the event that such terms have been inadvertently left out by the Seller and you, all such costs shall be borne by Seller. Other than the above, Sellers should not charge you for the cost of the Trial Product itself.
5. 3.3 Participant shall create Report Content according to the specifications required by the corresponding Seller and ensure the successful submission of such Report Content to the Content Site or the delivery of the Report Content to the Platform as designated by the Seller within 21 calendar days of Trial Offer accepted by Seller or the date specified in the Service Request, as it may be decided by the Seller.
5. 3.4 If applicable according to the Service Request, Participant shall publish Report Content in the Content Site for not less than a consecutive period of 30 calendar days in a publicly accessible state.
5. 3.5 By submitting the access address of Report Content to Platform, Participant grants the Platform the right to track the status and viewings of Report Content on the Content Site with its tracking system and technology. The records tracked and stored by Platform's tracking system shall serve as the basis for defining the status of a Trial Offer.
5. 3.6 All intellectual property rights related to this Report Content belongs to Seller and/or the Participant as agreed in the Trial Use engagement agreement between the Seller and the Participant; in the event that such terms have been inadvertently left out by the Seller and the Participant, the copyright of the Report Content upon its creation belongs to the Participant, and the Participant agrees in such case to grant the Platform with a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) license to the Report Content. The Platform may, with or without the Participant's consent and/or further notice, sublicense the Seller to use the Report Content, including but not limited to display it in the Seller's store on Topsymart.com or Topsy.com. Except as set forth herein, nothing will be deemed to grant or assign to the Participant any ownership rights, license rights, or interests of any kind in the Seller's Trial Product, trademark, trade names, services or technology, and each of the Seller and the Participant shall own all right, title and interest in and to all inventions, improvements, products, services, technology, information and materials or work product of any kind that the Seller or the Participant independently creates, develops or prepares before the Trial Use or unrelated to this Trial Use, including all intellectual property and proprietary rights therein.
5. 3.7 In case if Seller reasonably requests to revise the Report Content, the Participant shall amend accordingly to the Seller's instruction as well as the Trial Use engagement agreement. The deadline for each amendment will be specified in system.
5. 3.8 Delay in submitting the access address of Report Content or copy of the Report Content to the Platform will result in 1) reduction to the number of Trial Products that the Participant can apply for, 2) restriction of access to or use of the Platform at any time; and/or 3) other claims by the Seller according to the terms of engagement between the Seller and the Participant.

#### 5. 4 Payment of Service Fee

- In case of free samples of the Trial Product as Service Fee and in accordance with Trial Use Engagement Agreement, Seller shall ship out such free sample(s) to the designated address of Participant after confirming the Report Content;
- In case of capped fee as Service Fee, Seller shall make the full payment of the Service Fee in Service Request to the Participant no later than, if not otherwise agreed by Seller and Participant, 10<sup>th</sup> calendar day of confirming the Report Content. For purpose of making the payment, Participant authorizes Platform to disclose the Paypal account he or she reported to the corresponding Seller.
- **The Platform does not, directly or indirectly, participate in or facilitate the payment of Service Fee. Topsy.com will not be responsible for the lawfulness or availability of the payment that Seller may make or the ability of Seller to complete the payment. You agree that you will not hold the Platform and our affiliates and agents liable for any losses, damages, claims, liabilities, costs or expenses arising from dispute between Seller and Participant in connection to the payment of Service Fee.**

## 6. TOPSYSMART AFFILIATE PROGRAM SERVICES

6. 1 Participants on Platform may participate in TopsySmart Affiliate Program using the feature of Product Center (as defined below), where Participants may advertise TopsySmart Content listed on Product Center that are marked with a positive commission rate (each listing - an “**Affiliate Product**”, excluding the listing marked with commission rate of “0%”) and receive commission on a cost-per-sale or cost-per-action basis subject to Affiliate Rules.
6. 2 Participants who intend to access Product Center and advertise Affiliate Products will be bound by the following agreement and rules (“**Affiliate Rules**”):
  - TopsySmart Affiliate Program Service Agreement ([https://portals.TopsySmart.com/help/help\\_center.html](https://portals.TopsySmart.com/help/help_center.html));
  - TopsySmart Affiliate Program Advertising Rules and Policies ([https://portals.TopsySmart.com/help/help\\_center.html](https://portals.TopsySmart.com/help/help_center.html));
  - Any and all rules, policies, and terms and conditions as published and amended by TopsySmart on the TopsySmart Portals from time to time.
6. 3 TopsySmart shall have the right, in its sole discretion, to amend and restate any Affiliate Rules from time to time (the “**Amended and Restated Affiliate Rules**”) without notification to Participant. All Amended and Restated Affiliate Rules shall become effective immediately upon its publication on the TopsySmart Portal or TopsySmart Site. Participant’s logging-in to the TopsySmart Portal, advertisement of Affiliate Products and/or continuance of the participation in the TopsySmart Affiliate Program after the publication of the Amended and Restated Affiliate Rules shall be deemed as consent on the part of Participant to accept and be bound by the Amended and Restated Affiliate Rules.
6. 4 Product Center
  - The Product Center allows Affiliates (defined below) to select Affiliate Products or other listings for promotion purpose. Participants who accesses to and uses Product Center will be deemed as registered with TopsySmart Affiliate Program and receive an account at TopsySmart Portal (such Participant, an “**Affiliate**”).
  - Subject to the Affiliate Rules and in accordance with the indicated commission rate, Affiliate may receive commission by attracting and directing user to complete qualifying action using tracking link to an Affiliate Product. For the avoidance of doubt, TopsySmart Contents listed on the Product Center that are marked with a commission rate of 0% are not Affiliate Products, thus Participants may advertise such listings but will not be entitled to any commission.

### 6. 5 Tracking

Subject to Affiliate Rules and Amended and Restated Affiliate Rules, Tracking system and technology of TopsySmart Portal will be used when an Affiliate advertises Affiliate Products, data of which shall serve as the basis for calculating qualifying actions and commissions payable to Affiliates.

### 6. 6 Reporting

Subject to Affiliate Rules and Amended and Restated Affiliate Rules, TopsySmart will make available to Affiliates a report summarizing Affiliates’ performance under the TopsySmart Affiliate Program, including, without limitation, number of Qualifying Purchases or other qualifying actions.

### 6. 7 Payment

TopsySmart will pay Affiliates advertising fees or commissions on a monthly basis for Qualifying Purchases or other qualifying actions in a given month (“**Commission**”) according to the Affiliate Rules and Amended and Restated Affiliate Rules. TopsySmart’s payment obligation shall be deemed completed immediately upon its release of Commission to account balance of the Affiliate’s account at TopsySmart Portal. The Affiliate may then at any time after the aforementioned funds release, login to his or her account at TopsySmart Portal and require to remit part or all balance to his or her designated bank account.

## 7. RESPONSIBILITIES, REPRESENTATIONS AND WARRANTIES

7. 1 You agree to use effective technology to detect and prevent unusual activity which involves Fraud (“**Fraudulent Activity**”). Participant shall have the right to determine and declare such fraudulent activities to be invalid and Platform shall not be charged for such fraudulent activities.
7. 2 You agree to give immediate assistance to Topsy mart with the objective to improve the Program and its effectiveness on an on-going basis, by providing feedback available from the Content Site.
7. 3 You agree that you shall be responsible for all activities under your account with the Platform and for loss, theft or unauthorized disclosure of your account details, including but not limited to, your account login name and password. You must provide immediate notification to Topsy mart of any known or suspected unauthorized use of your account or breach of the security of your account.
7. 4 You hereby represent and warrant that:
  - (a) you have the authority and capacity to enter into this Agreement and you are not subject to any restrictive covenant or other legal obligation which prohibits it from performing your obligations hereunder.

(b) you shall perform your obligations under this Agreement in a timely and efficient manner and with your best efforts in care and skill.

(c) you will at all times comply with all applicable laws and regulations and will maintain any accounts, permits, licenses and approvals required to perform your obligations hereunder.

## 8. INTELLECTUAL PROPERTY

8. 1 Except as expressly agreed to in writing by you and Topsy mart, you agree to grant Platform and Topsy mart.com Singapore E-Commerce Private Limited a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) license to copyrights, inventions, improvements, products, services, technology, information and materials, work product or derivatives of any kind that Participant may independently create, develop or prepare relating to Trial Uses, including, without limitation, the entire content of texts, software, audios, pictures, videos, graphics, logos, layouts, designs, advertisements and promotional materials produced for the purpose of fulfilling Participant’s obligations under this Agreement. The Platform may, with or without the Participant’s consent and/or further notice, sublicense the Seller or its affiliate to use the work of Participant, including but not limited to display it in the Seller’s Topsy mart store or on Topsy mart.com.
8. 2 Participant is not allowed to use, apply for registration, or register such items identical with or similar to any trademarks, registered or unregistered, trade names, logos and domain names of Topsy mart.com, Topsy mart.com, taobao.com, connect.Topsy mart.com or of their affiliates.
8. 3 Participant shall not copy or modify any icons, buttons, banners, graphics files, or or content that was made available on the Platform unless otherwise agreed by Topsy mart in writing.
8. 4 Except as expressly agreed to in writing by Topsy mart, nothing in this Agreement will be deemed to grant or assign to the Participant or any third parties of Topsy mart, any ownership rights, license rights, or interests of any kind in Topsy mart’s products, services or technology or in Topsy mart’s Intellectual Property Rights or proprietary rights.

## 9. CONFIDENTIALITY

9. 1 “Confidential Information” **means** business or technical information disclosed by the Platform to you that: (i) if disclosed in writing, is marked “confidential” or “proprietary” at the time of such disclosure; and (ii) under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary.
9. 2 You will not use the Platform’s Confidential Information, except as necessary for the performance of this Agreement, and will not disclose such Confidential Information to any third party, except to those of its officers, directors, employees and agents that need to know such Confidential Information for the performance of this Agreement. The foregoing obligations will not restrict you from disclosing the Platform’s Confidential Information, if pursuant to the order or request of a court, administrative agency, or other governmental body,

provided that you required to make such a disclosure gives reasonable written notice to the Platform to enable it to contest such order or request.

## 10. FURTHER REPRESENTATIONS AND WARRANTIES

10. 1 Participant agrees to be solely responsible all content and method of display of the Video Report and ensure that the content/information in the Video Report displayed on the Content Site is at all times:
  - i. in compliance with the terms of this Agreement, including the Relevant Rules;
  - ii. in compliance with any applicable laws and regulations, including but not limited to laws and regulations that governing the sending of unsolicited electronic commercial messages;
  - iii. not infringing any legitimate rights, including but not limited to Intellectual Property Rights, of any third party.
10. 2 In particular, Participant represents, warrants and agrees for the benefit of TopsyMart and its affiliates and parent companies and each of their directors, officers, employees, agents and representatives that: (a) shall be solely responsible for obtaining all necessary third party licenses and permissions regarding any Report Content that you submit, post or display; (b) any Report Content that you submit, post or display does not infringe or violate any of the copyright, patent, trademark, trade name, trade secrets or any other personal or proprietary rights of any third party ("**Third Party Rights**"); (c) shall have the right and authority to create the content and make the opinions described in the Report Content and description does not violate any Third Party Rights and (d) shall not be the subject of any trade restrictions, sanctions or other legal restrictions enacted by any country, international organization or jurisdiction.
10. 3 Participant further represents, warrants and agrees that the User Content that you submit, post or display shall:
  - a) be true, accurate, complete and lawful;
  - b) not be false, misleading or deceptive;
  - c) not contain information that is defamatory, libelous, threatening or harassing, obscene, objectionable, offensive, sexually explicit or harmful to minors;
  - d) not contain information that is discriminatory or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
  - e) not violate any applicable laws and regulations or promote any activities which may violate any applicable laws and regulations;
  - g) not contain any link directly or indirectly to any other websites which includes any content that may violate these terms and conditions.
10. 4 TopsyMart shall not be liable for any matters that arise out of any Participant's breach of Clause 8 of this Agreement and shall be entitled to seek indemnification from the defaulting Participant in accordance with Clause 12 of this Agreement.
10. 5 Agency further represents, warrants and agrees that you have contract relations with any and all Participants which you are managing, and agree to be solely responsible for the management services.

## 11. INDEMNITY

**YOU HEREBY COVENANT AND UNDERTAKE TO INDEMNIFY, DEFEND AND HOLD HARMLESS TOPSYMART, AND ITS AFFILIATES AND PARENT COMPANIES AND EACH OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES FROM AND AGAINST ANY LOSSES, CLAIMS, DEMANDS, ACTIONS, DAMAGES, PENALTIES AND COSTS OR EXPENSES ("LOSS") RESULTING FROM ANY BREACH BY YOU OF ANY OF ITS REPRESENTATIONS, WARRANTIES AND COVENANTS UNDER THE AGREEMENT,.**

## 12. GENERAL

12. 1 Assignment. You shall not assign or transfer this Agreement or any rights and obligations hereunder, whether in whole or in part.
12. 2 Independent Parties. The relationship between TopsyMart and you hereunder is that of independent contracting parties. Nothing in this Agreement shall constitute or be deemed to constitute a relationship of joint venture, partnership, franchise or similar arrangement between Participant and TopsyMart or any Seller.
12. 3 GOVERNING LAW. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF HONG KONG, WITHOUT REGARD TO OR APPLICATION OF CONFLICTS OF LAW RULES OR PRINCIPLES.
12. 4 Amicable Negotiations. If any dispute or claim arises from or in connection with this Agreement, or your use of the Platform, the relevant parties shall resolve the Dispute through amicable negotiations.
12. 5 DISPUTE BETWEEN PARTICIPANT AND SELLER. IN CASE A DISPUTE ARISES BETWEEN A PARTICIPANT AND SELLER FROM OR IN CONNECTION WITH A TRIAL PRODUCT OR TRIAL USE, AND IF THE DISPUTE IS NOT RESOLVED THROUGH AMICABLE NEGOTIATION WITHIN THE 30 CALENDAR DAYS, YOU MAY SUBMIT THE DISPUTE TO THE PLATFORM FOR DETERMINATION (BY USING THE APPEAL FEATURE). IF YOU ARE DISSATISFIED WITH PLATFORM'S DETERMINATION OR NO DETERMINATION HAS BEEN MADE WITHIN 30 CALENDAR DAYS, YOU MUST APPLY TO THE HONG KONG ARBITRATION CENTRE ("HKIAC") FOR ARBITRATION AND NOTIFY THE PLATFORM OF SUCH APPLICATION WITHIN 30 CALENDAR DAYS AFTER PLATFORM'S DETERMINATION. FURTHER, EACH PARTICIPANT SHALL BE DEEMED TO HAVE WAIVED ANY CLAIM AGAINST PLATFORM, ALIPAY AND OUR AFFILIATES AND AGENTS.
12. 6 OTHER DISPUTES. IN CASE A DISPUTE ARISES BETWEEN YOU AND PLATFORM IN ANY OTHER CIRCUMSTANCES, IF THE DISPUTE IS NOT RESOLVED BETWEEN YOU AND PLATFORM, YOU AND PLATFORM AGREE TO SUBMIT THE DISPUTE TO THE EXCLUSIVE JURISDICTION OF THE HONG KONG COURTS.
12. 7 ENTIRE AGREEMENT. This agreement, together with the relevant rules and any schedule, is the complete and exclusive agreement between you and TopsyMart with respect to the subject matter hereof, superseding any prior agreements and communications (both written and oral) regarding such subject matter save for fraudulent misrepresentations.