

RP E-Commerce Platform Licence Agreement

THIS AGREEMENT dated _____ day of _____

Details

Contract No.:

Party A:	Party B: AZPAY PTY LTD (ABN 58 627 589 306)
Address:	Address: Level 11, 15 William Street, Melbourne VIC 3000
Contact Person:	Contact Person: Bella
Tel:	Tel: 86-18362022702
Email:	Email: bella.sun@royalpay.com.au

Software and Licence Fee

Software	Licence Fee	Initial Term
RP E-Commerce Platform	See (1) below	[insert initial term period]

- (1) Licence Fee (including GST) : **[\$insert amount.00]**
- (2) Payment Due Date for the Licence Fee: _____
- (3) Payment method: Party B will issue invoice to Party A and Party A shall pay the amount of Licence Fee to Party B by the payment methods listed on the invoice issued by Party B.

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RP E-Commerce Platform Licence Agreement

BACKGROUND

- A. Party B owns the Software.
- B. Party B wishes to grant, and Party A wishes to take, a licence to use the Software on the terms of this Agreement.
- C. Party A shall pay Party B in consideration for the licence granted in the Software under this Agreement.

OPERATIVE PROVISIONS

1 Definitions and interpretation

Capitalised terms used in this Agreement will have the meaning as assigned in the Agreement Details as set out on page 1 of this Agreement, or in this clause 1, as applicable.

Acceptance Date means the date upon which the Software is accepted as provided by clause 4.

Australian Dollars mean the lawful currency of Australia.

Business Day means a day that falls between Monday and Friday (inclusive) and does not include a public holiday in the state of Victoria, Australia.

Commencement Date means the execution date of the last party to this Agreement.

Confidential Information means information that is by its nature confidential but does not include:

- (a) information already known to the receiving party at the time of disclosure by the other party; or
- (b) information in the public domain other than as a result of disclosure by a party in breach of its obligations of confidentiality under this Agreement.

Delivery date means the later of:

- (a) the date Party B delivers the Software pursuant to clause 3 (a); or
- (b) the date nominated by Party A pursuant to clause 3 (c).

GST means:

- (a) the same as in the GST Law;
- (b) any other goods and services tax, or any tax applying to this Agreement in a similar way; and
- (c) any additional tax, penalty tax, fine, interest or other charge under a law of such a tax.

GST Law means the same as "GST law" in A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Initial Term means the period so specified in the Agreement Details.

Insolvency Event means an event by which a party:

if a corporation is:

- (a) rendered insolvent;
- (b) placed in or under receivership, receivership and management, liquidation or official management or administration;
- (c) wound up or a resolution is made for the winding-up;
- (d) made subject to any arrangement, assignment or composition (otherwise than as a result of voluntary corporate reconstruction); or
- (e) subject to any other event that has similar effect to any of the events described in (a) to (e) in this definition;

if an individual:

- (f) against whose estate a sequestration order has been made; or
- (g) who has become a bankrupt by virtue of the presentation of a debtor's petition.

Intellectual Property Rights means all present and future rights conferred by statute, common law or equity in or in relation to any copyright, trade marks, designs, patents, circuit layouts, business and domain names, inventions, and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields.

Licence means the licence of Software granted pursuant to this Agreement.

Licence Fee means the amount so specified in the Agreement Details.

Moral Right means:

- (a) a right of attribution of authorship;
- (b) a right not to have authorship falsely attributed;
- (c) a right of integrity of authorship; or
- (d) a right of a similar nature,

which is conferred by statute, and which exists or comes to exist anywhere in the world in a deliverable form comprised within this Agreement.

Renewed Term is defined in clause 2 (c).

RP E-Commerce Platform means the e-commerce platform built by Party B which includes the following elements:

- (a) WeChat Mini Program or H5 Mall: Party A can choose one or both elements to meet its online sales needs.
- (b) Backend service system of E-Commerce Platform: for Party A to manage products, orders, and customers.

Service Term means the Initial Term commencing from the Delivery Date, or the period as extended pursuant to clause 2 (c), or as extended at Party B's sole discretion pursuant to clause 9 (d) (ii).

Software means the RP E-Commerce Platform and related documentation.

2 Licence and duration

- (a) Commencing on the Commencement Date, Party B grants a non-transferrable, non-exclusive licence to Party A to use the Software under the terms of this Agreement.
- (b) Subject to the terms of this Agreement, the Licence continues for the Initial Term, unless extended under clause 2(c), or as extended at Party B's sole discretion pursuant to clause 9 (d) (ii), or otherwise terminated earlier in accordance with clause 11.
- (c) The Service Term of this Agreement will automatically extend beyond the Initial Term for subsequent rolling 12 month periods (**Renewed Term**), unless:
 - (i) Party A or Party B notifies the other party of termination in writing, at least fifteen (15) Business Days before the end of the Initial Term or any Renewed Term (as the case may be); or
 - (ii) this Agreement is terminated earlier pursuant to clause 11.

3 Delivery Date

- (a) Within ten (10) Business Days after receiving the payment of Licence Fee, Party B will deliver the Software by sending the Software user account and password to the Contact Person nominated by Party A through email, SMS or Wechat or other appropriate written methods.
- (b) The Delivery Date shall not be extended unless:
 - (i) Party A has given Party B a written notice within five (5) Business Days from the Commencement Date; and
 - (ii) The period of extension is not more than three (3) months from the date Party B receives the Licence Fee.

4 Acceptance

- (a) The Software will be deemed accepted upon successful launching of the Software and access to the user account using the details delivered by Party B in accordance with Clause 4.
- (b) If, during a period of five (5) Business Days following the Delivery Date, the Software fails to perform substantially, it will be deemed not to be accepted. Party A will give prompt notice to Party B about the defects of the Software as soon as any defect is discovered.
- (c) If the Software is deemed not to be accepted pursuant to clause 4(b), Party B will be given the opportunity to rectify the defect or replace the Software within a further period of ten (10) Business Days. Upon successful rectification by Party B, the Software will be deemed to have been accepted.

- (d) If the Software fails to perform substantially during the ten (10) Business Days period referred to in clause 4(c), Party A may, at its option, grant a further period during which satisfactory performance of the Software is to be achieved or alternatively terminate this Agreement.

5 Licence Fee

- (a) Party A agrees to pay the Licence Fee to Party B by the Payment Due Date by the agreed payment method. Payment of the Licence Fee will be made in Australian Dollars.
- (b) The Licence Fee is inclusive of all taxes (including GST), duties and surcharges payable in respect of the Software and in respect of this Agreement.
- (c) All fee paid hereunder shall be fully earned when paid and shall be non-refundable upon the date of Acceptance in all circumstances. The Licence Fee shall only be refunded in the limited circumstances prescribed in the *Competition and Consumer Act 2010*.
- (d) The Licence Fee does not cover any additional services such as adding extra functions to the RP E-Commerce Platform. The service fee for any additional services will be negotiated separately between Party A and Party B if Party A applies for such service.

6 Ownership and Intellectual Property Rights

- (a) Party B retains ownership of the Software whether in its original form or as modified by Party A during the Service Term.
- (b) All Intellectual Property Rights in the Software are retained by Party B.
- (c) Nothing in this Agreement affects the ownership of Moral Rights in the Software.
- (d) Unless otherwise authorised by Party B, Party A must not:
 - (i) not disclose or sell the Software to any other party;
 - (ii) modify the whole or any part of the Software or combine or incorporate the whole or any part of the Software in any other program or system;
 - (iii) reverse assemble or reverse compile the Software or any part of the Software, except as expressly permitted by part 3 division 4A of the Copyright Act 1968 (Cth);
 - (iv) create derivative works of the Software without the express permission of Party B; or
 - (v) take illegal actions or breach the principle of good faith with respect to the Software, otherwise Party B reserves the right to take legal actions against Party A.

7 Party A Rights and Obligations

- (a) Party A must provide all necessary documents to prove its qualifications at the date of its executing of this Agreement, including but not limited to:
 - (i) business licence;
 - (ii) account opening permission; and

- (iii) all licences that entitled Party A to carry on its business.
- (b) Party A warrants that all information and documents provided at the Commencement Date is true and effective.
- (c) Party A must notify Party B if there are changes to information provided in Clause 7(a).
- (d) Party A must use the Software in accordance with the prescribed procedure which is made available by Party B to Party A either in hard copy or on-line.
- (e) Party A is entitled to receive the Software training during the Service Term from Party B. Such training includes both online training and offline training.
- (f) Party A will be responsible for protecting the Software at all times from unauthorised access, use or damage.
- (g) Party A must not use the Software in a way that:
 - (i) violates any laws and regulations;
 - (ii) may cause harm to national security, information security, or contains obscenity;
 - (iii) contains material in relation to pornography, falsehood, shackles (including but not limited to commercial scams) illegal threatening or harassment; and
 - (iv) causing damage to the reputation of others, interests, and violation of the rights of others.
- (h) Party A shall not use the Software to send any content containing information such as pyramid selling or high rebates.
- (i) Party A hereby indemnifies and keeps Party B indemnified against any and all debts, damages, claims, costs and liabilities which may be brought against Party B in respect of the use of the Software by Party A during the Service Term.
- (j) Party A shall be solely responsible for all losses and liabilities arising from the use of the Software by Party A during the Service Term, and hereby releases Party B from any such losses and liabilities.

8 Party B Rights and Obligations

- (a) Party B warrants that it has the authority to grant the Licence.
- (b) Party B will provide consultancy services, support or training in respect of the Software to Party A under this Agreement.
- (c) Party B has the right to check and supervise the use of the Software by Party A.
- (d) Party B reserves the right to take legal actions against Party A for all loss and liabilities arising and take necessary actions against Party A if it breach this Agreement or violates laws and regulations, including report to relevant authority and terminate its user account.

9 Disclaimer

- (a) If by reason of any fact, circumstance, matter or thing beyond the reasonable control of the party, either is unable to perform in whole or in part any obligation due to a Force Majeure event under this Agreement:
 - (i) that party is relieved of that obligation under this Agreement to the extent and for the period that it is unable to perform such obligation; and
 - (ii) that party will not be liable to the other party to this Agreement for failure to perform such obligation to the extent and for the period of non-performance contemplated by this clause.
- (b) **Force Majeure** events include but not limited to the following:
 - (i) the act of hacker and human error;
 - (ii) the intrusion of computer virus;
 - (iii) the act of any government or competent authority;
 - (iv) the restructuring of telecommunications department;
 - (v) the act of network operators and cloud service providers; and
 - (vi) all other events that are beyond a party's control.
- (c) Where a Force Majeure event take places, both parties will use reasonable endeavours to take reasonable steps or measures to cooperate with another party in making any complaints and enforcing its rights.
- (d) Party B may, at its sole discretion offer to extend the Service Term at no charge for the period that the Software fails to perform if:
 - (i) an event of Force Majeure takes place; and
 - (ii) Party A must notify Party B in writing within fifteen (15) Business Days from the date of the Force Majeure event with complete details of the event of Force Majeure to the best of its knowledge.

10 Liability

- (a) Both parties must comply with the terms of this Agreement and use its best endeavours to perform the obligations in a timely and fully manner.
- (b) The defaulting party shall be liable for breach of contract and shall pay damage to the non-defaulting party for all losses caused.
- (c) Neither party will be liable for the consequences of an occurrence of any event beyond its reasonable control.
- (d) Party B shall not be liable for losses and liabilities arising from the use of the Software by Party A during the Service Term.

- (e) Nothing contained in this Agreement or otherwise will be deemed to create any partnership, joint venture, employment, or relationship of principal and agent between the parties or any of their affiliates, subsidiaries, related business entities, agents, contractors or subcontractors or to provide either party with any right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the other party.

11 Termination

- (a) This Agreement is terminated when:
 - (i) the Service Term ends;
 - (ii) all the rights and obligations stipulated in this Agreement are completed;
 - (iii) either party breaches or threatens to breach any of its material obligations under this Agreement, including, but not limited to failure of Software acceptance pursuant to clause 4(d); or
 - (iv) either party suffers an Insolvency Event.
- (b) The defaulting party shall be responsible for the Liability stated in Clause 10.
- (c) If the event in clause 11(a)(iii) happens and the breach or threatened breach is capable of being remedied, the non-defaulting party must give to the default party notice of the happening of that event and require the breach to be remedied or a written undertaking to be given that the breach will not occur, as the case may be. If the breach is not remedied or the undertaking not given, or the undertaking is given but the breach still eventuates (as the case may be) within ten (10) Business Days, the non-defaulting party may:
 - (i) immediately terminate this Agreement; or
 - (ii) agree to waive its rights under this clause if satisfied that the breach has not in any way prejudiced its position under this Agreement.
- (d) If the event in clause 11(a)(iii) happens and the breach or threatened breach is incapable of being remedied, the non-defaulting party may:
 - (i) immediately terminate this Agreement; or
 - (ii) agree to waive its rights under this clause if satisfied that the breach has not in any way prejudiced its position under this Agreement.
- (e) Party A will, immediately on termination of the Agreement by Party B pursuant to clause 11(a)(iii), return to Party B the Software and all copies of the Software, all revisions, enhancements and upgrades of the Software. Alternatively, if Party B requests, Party A must destroy such Software, copies, revisions, enhancements and upgrades and must certify in writing to Party B that they have been destroyed.
- (f) Any termination of this Agreement will not affect any accrued rights or liabilities of either party, nor will it affect any provision of this Agreement which is expressly or by implication intended to continue in force after such termination.

12 Implied terms and consumer guarantees

- (a) Subject to clause 12(b), any condition or warranty which would otherwise be implied in this Agreement is excluded.
- (b) Liability for breach of a guarantee conferred by the Australian Consumer Law (other than those conferred by sections 51 to 53 of the Australian Consumer Law) is limited:
 - (i) in the case of goods, to any one of the following as determined by Party B:
 - (A) the replacement of the goods or the supply of equivalent goods;
 - (B) the repair of the goods;
 - (C) the payment of the cost of replacing the goods or of acquiring equivalent goods;
or
 - (D) the payment of the cost of having the goods repaired; and
 - (ii) in the case of services, to any one of the following as determined by Party B:
 - (A) the supplying of the services again; or
 - (B) the payment of the cost of having the services supplied again.

13 Confidentiality

- (a) A party will not, without the prior written approval of the other party, disclose the other party's Confidential Information.
- (b) A party will not be in breach of clause 13(a) in circumstances where it is legally compelled to disclose the other party's Confidential Information.
- (c) Each party will take all reasonable steps to ensure that its employees and agents, and any sub-contractors engaged for the purposes of this Agreement, do not make public or disclose the other party's Confidential Information.
- (d) Despite any other provision of this clause, a party may disclose the terms of this Agreement (other than Confidential Information of a technical nature) to its related companies, solicitors, auditors, insurers and accountants.
- (e) This clause will survive the termination of this Agreement.

14 GST

- (a) Words defined in the GST Law have the same meaning in this clause, unless the context makes it clear that a different meaning is intended.
- (b) In addition to paying the Licence Fee (which is inclusive of GST) and any other amount payable or in connection with this Agreement, Party A will:
 - (i) pay to Party B an amount equal to any GST payable from any supply by Party B in respect of which any other amount is payable under this Agreement; and

- (ii) make such payment on the date when the Licence Fee is due.
- (c) Party B must issue a tax invoice to Party A for any supply under or in connection with this Agreement.

15 General

15.1 Entire agreement

This Agreement supersedes all prior agreements, arrangements and undertakings between the parties and constitutes the entire agreement between the parties relating to the Software. No addition to or modification of any provision of this Agreement will be binding upon the parties unless made by written instrument signed by a duly authorised representative of the party.

15.2 Effective

This Agreement takes effect on the Commencement Date. This Agreement may be executed and delivered in any number of counterparts and by way of electronic signature and delivery, each such counterpart, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same agreement.

15.3 Notices

All notices which are required to be given under this Agreement must be in writing and must be sent to the address of the Contact Person set out in the Agreement Details. Any notice may be delivered by hand or by prepaid letter or email. Any such notice will be deemed to have been served when delivered or 5 hours after posting (except by prepaid letter) or on transmission by the sender or when the email enters the recipient's mail server.

15.4 Assignment

Neither party will assign, whether in whole or part, the benefit of this Agreement or any rights or obligations under this Agreement, without the prior written consent of the other party.

15.5 Governing law

This Agreement will be governed by and construed in accordance with the laws for the time being in force in Victoria and the parties agree to submit to the exclusive jurisdiction of the courts and tribunals of Victoria.

15.6 Waiver

No forbearance, delay or indulgence by a party in enforcing the provisions of this Agreement will prejudice or restrict the rights of that party, nor will any waiver of those rights operate as a waiver of any subsequent breach.

15.7 Variation

No variation of this Agreement will be effective unless in writing and signed by both parties.

15.8 Severability

Should any part of this Agreement be or become invalid, that part will be severed from this Agreement. Such invalidity will not affect the validity of the remaining provisions of this Agreement.

15.9 Dispute resolution

If a dispute or difference arising in connection with this Agreement, a party must not commence court proceedings unless that party has participated in mediation in good faith. If the dispute cannot be resolved, it will be submitted to arbitration in accordance with, and subject to, the rules for the Conduct of Commercial Arbitrations in Victoria. During such arbitration, both parties may be represented by a duly qualified legal practitioner.

Execution page

EXECUTED AS AN AGREEMENT

By Party B

EXECUTED BY AZPAY PTY LTD)
ACN 627 589 306 pursuant to section)
127(1) of the *Corporations Act 2001*
(*Cth*)

.....
Sole Director and Secretary

Name:

By Party A

Individual:

SIGNED BY _____)
in the presence of:

.....
Signature

.....
Signature of witness

.....
Print name of witness

Corporation:

EXECUTED BY _____)
ACN _____ pursuant to)
section 127(1) of the *Corporations Act*
2001 (Cth)

.....
Director

Name:

.....
Director/Secretary

Name: