Payment Collection Agreement

This Payment Collection Agreement ("Agreement") is entered into by and between:

Party A:【Client】As evidenced by Signature on binding Purchase Order

Party B:【Company】As evidenced by fulfilling the binding Purchase Order

**Whereas:**

Party A requires the assistance of Party B to utilize Party B's payment account opened with various third-party payment processing suppliers to facilitate payment collection for Party A's smart retail cabinet business.

**The parties agree as follows:**

Article 1 Purpose of Agreement

* 1. Party B solely assists Party A with payment collection for the smart retail cabinet business and does not participate in the operation of the cabinets in any capacity.

Article 2 Responsibilities of Party A

2.1 Party A, as the only seller of products in the cabinets, is responsible for the products sold. Party A shall independently bear ALL responsibility for any customer complaints, including but not limited to those arising from products, product loss, trade loss, regulatory compliance or services.

2.2 Party A is responsible for the daily operation of the cabinets, including but not limited to restocking, maintaining products, handling customer inquiries and complaints, and directly processing refunds.

Article 3 Responsibilities of Party B

3.1 Party B shall assist Party A in handling the payment collection for the smart retail cabinet business.

3.2 Party B shall request various payment providers to provide Party A with a monthly account statement detailing all order records.

Article 4 Payment Risk Assumption

4.1 Party B does not assume responsibility for transaction failures caused by third-party issues, including but not limited to consumer fraud, insufficient card balance, inadequate credit, or instability of third-party payment services or claims of foreign products, food born illness or any form of tampering. These risks are borne by Party A.

4.2 Party A assumes the risk of being unable to process payments due to its own reasons.

Article 5 Tax Responsibilities

5.1 Party A is responsible for handling all tax-related matters, and Party B assumes no tax liability arising from payment collection and disbursement or regulatory compliance including any potential fines or other liability of any kind.

Article 6 Payment Terms

6.1 Party B shall request various payment providers to provide Party A with a statement in the following month, detailing all order amounts and fee breakdowns. Please refer to Appendix 1 for details.

6.2 Party B shall request various payment providers to transfer the funds to Party A within their agreed business days after Party A confirms in writing the statement of account.

6.3 Party B is entitled to deduct the agreed license, IOT or other fees from the collected payments, ACH transfer or Credit Card on file at a rate detailed in the Purchase Order. Credit card or other processing fees will be withheld at the agreed rate by ACH transfer, direct invoicing or through the credit card processing company at rates negotiated between Party A and Party B.

Article 7 Confidentiality

7.1 Both parties shall keep confidential the business and customer information obtained during the performance of this Agreement and shall not disclose it to third parties without written consent.

Article 8 Liability for Breach

8.1 If either party fails to fulfill its obligations under this Agreement, it shall bear the corresponding liability for breach and compensate the other party for any resulting losses.

Article 9 Dispute Resolution

9.1 Any disputes arising from or related to this Agreement shall first be resolved through friendly negotiation however Party B is identified from Party A for all losses incurred as a result of the payment processing third party or ANY other losses that may be incurred from Party A operation of the AI system.

Article 10 Force Majeure

10.1 Neither party shall be liable for failure to perform its obligations under this Agreement due to force majeure events.

10.2 Force majeure events include but are not limited to natural disasters, war, terrorism, and government actions.

Article 11 Notices

11.1 Any notices under this Agreement shall be sent in writing to the parties' registered addresses or via designated email addresses.

Article 12 Term and Termination

12.1 This Agreement is effective upon signing by Party A of a PO from Party B and remains in effect for all commercially deployed AI systems purchased unless terminated earlier in accordance with the Master Purchase and Services Agreement.

12.2 Either party may terminate this Agreement as detailed in the Master Purchase and Services Agreement.

Article 13 Miscellaneous

13.1 This Agreement is governed by the laws of North Carolina.

13.2 Neither party may assign its rights and obligations under this Agreement without the written consent of the other party.

13.3 This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements. Any disputes Party A agrees to handle in accordance with the MPSA and if party A files suite Party A will pay Party B reasonable attorney fees.

**This agreement is incorporated into the mpsa with all terms accepted and binding upon the parties as evidenced by the signatures on the purchase order between the parties with no additional signatures being required.**