

Service Terms

1. ACCEPTANCE

These service terms together with the related privacy policy and all other additional terms and information that may be provided within or in connection with the website from which you accessed these service terms (collectively "Terms" as defined below) govern your use of the said website, the online web portal accessible therein and the service offered through the website (collectively the "Service" as defined below). By registering for or using the Service or any portion of it you accept the Terms.

The Terms constitute the complete and sole agreement between Client and Tuangru Holdings, Inc. or its applicable Affiliate ("Service Provider" as defined below), defining all Client's and Service Provider's rights and obligations with respect to the Service and superseding and replacing any prior agreement, understanding, or communication, written or oral.

2. DEFINITIONS

"Affiliate" of a party means an entity which is (i) directly or indirectly controlling such party; (ii) under the same direct or indirect control as such party; or (iii) directly or indirectly controlled by such party. For the purposes of this definition, an entity is deemed as being controlled by another if that other entity has fifty percent (50%) or more of the votes in such entity, is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.

"Agreement" means the agreement between Client and Service Provider with respect to the Service.

"Confidential Information" means all information, data, intellectual property, know-how and trade secrets, in whatever form, provided by or on behalf of one party to the other, including but not limited, to information relating to their businesses, operations, finances, planning, facilities, products, techniques and processes.

"Effective Date" means the date when Service Provider has signed the Agreement and activated the Client Account.

"EFT" means Electronic Fund Transfer in Canada and Automated Clearing House (ACH) in the US respectively.

"Client" means the legal entity signing the Agreement.

"Client Account" means the user account allowing the use of the Service created by Service Provider for Client.

"Order" means an online document available through the Service where you authorize Service Provider or one of its Affiliates to conclude a Purchase Agreement for certain Products on Ordering Entity's behalf.

"Ordering Entity" means Client or one of its Affiliates, as identified in the applicable Order.

"Product" means a software or hardware item or services offered by a Supplier and identified to be available for purchase through the Service.

"Purchase Agreement" is an agreement between the Ordering Entity and Supplier for the Ordering Entity's purchase of the Products from Supplier.

"Purchase Terms" means the terms and conditions set forth in the Purchase Agreement and such additional terms, guidelines and policies of the applicable Supplier that are presented through the Service and identified to govern your purchase of the Product through the Service

"Service" means the website from which you accessed these service terms (located at <http://www.tuangru.com>), the online web portal accessible through the website and the service that is offered by Service Provider through the website.

"Service Provider" means either Tuangru Holdings, Inc. (doing business as Tuangru) in Canada or its Affiliates, dependent upon the country in which Client's official registered address is in, the respective entity being Tuangru Holdings, Inc. if Client is registered in Canada and its Affiliate handling business for the applicable country if Client is registered in such a country outside Canada where the Service is made available.

"Supplier" means such third party vendor that has an agreement with Service Provider for making available Products through the Service.

"Terms" means these service terms together with the privacy policy and all other terms and information that are

provided by Service Provider within or in connection with the Service.

“**you**” or “**your**” means Client, any of its Affiliates or any other legal entity that is using the Service.

3. ELIGIBILITY AND RESTRICTIONS OF USE

Only legal entities are allowed to register for the Service. Service Provider may approve Client’s registration at its sole discretion.

The use of the Service is allowed solely for the Ordering Entity’s own business purposes. You agree not to reproduce, duplicate, copy or otherwise exploit Service for any commercial purpose other than for purchase of Products as set forth above without express written consent of Service Provider.

4. CLIENT ACCOUNT

The Client Account is required for the intended use of the Service. The creation of the Client Account requires that Client registers for the Service by signing the Agreement and providing all the information requested by Service Provider for setting up the Client Account. Anyone signing the Agreement on Client’s behalf must be legally authorized to enter the Agreement. Service Provider may verify any information provided before the Client Account is created. Client agrees to provide truthful and complete information when registering for the Service and to keep all provided information updated. Client is provided with at least one username and password combination that allows the use of the Client Account. Client must take due care and use reasonable security precautions to protect the Client Account and all related usernames and passwords against misuse by others and promptly notify Service Provider about any misuse.

5. LICENSES

Subject to your compliance with the Terms, Service Provider grants you a limited, non-exclusive, non-transferable, non-sub licensable license to access and use the Service only as permitted by the applicable laws and regulations and strictly in accordance with the Terms. All right, title and interest in the Service and in all other products, software and other properties of Service Provider not expressly granted to you in the Terms are reserved and retained by Service Provider or its licensors, suppliers, rights holders and other providers.

Your use of the Products purchased through the Service may be subject to separate terms and conditions that maybe included in the Purchase Terms or that you may have to otherwise accept before using the Product.

6. USE OF THE SERVICE

The Service allows you to purchase Products from the Suppliers by providing Orders to Service Provider.

Client may provide its usernames and passwords to its employees, agents, contractors and other persons who are authorized to use the Service on its or its Affiliates’ behalf subject to such persons being sufficiently informed about the Terms. Client will always remain solely responsible for all use of the Service through and related to the Client Account as if the use was by Client except as explicitly agreed otherwise in the Agreement with regard to the Orders.

When using the Service, you agree to:

- Comply with applicable laws and the Terms;
- Check whether the Products which you wish to purchase are suitable for your purposes before placing an Order;
- Provide accurate and complete information in connection with all Orders;
- To use the purchased Products solely in accordance with the restrictions set out in the applicable laws, the Terms, the Purchase Terms and such separate terms and conditions that you may have to otherwise accept before using the Products;
- Obtain any consents, permission or licenses that may be legally required or required in accordance with your contractual obligations or company policies for you to submit an Order;
- Not use any technologies or initiate any activities that may harm the Service, or the interest or property of Service Provider or the Service users; and
- Not to use any automated systems or means to access, acquire, copy or monitor any part of the Service or information related to the Service.

Service Provider may but has no obligation to:

- Modify the list of available Products at any time; and
- Restrict access to any part of the Service at any time at its sole discretion.

7. PRODUCTS

With respect to Products, Service Provider will not be able to confirm the final price of a Product prior to the acceptance of your Order and despite Service Provider's efforts for accuracy, a small number of Products may be mispriced in the Service. If the correct purchase price of a Product is higher than the stated price, Service Provider will, at its discretion, either contact you for instructions before accepting the applicable Order or reject the Order and notify you of such rejection.

Service Provider attempts to be as accurate as possible with the Product descriptions. However, Service Provider is using the information received from the Suppliers and does not warrant that Product descriptions or other information provided in connection with the Service is accurate, complete, reliable, current or error-free.

8. ORDERS

In each Order you will have to provide all information required by Service Provider. Such information includes without limitation the selection of Products you wish to purchase as well as identity of the Ordering Entity and the delivery address for the Products. Order may be submitted solely as an online order through the Service. Each Order that you submit will have to be confirmed using the applicable username and password. By confirming an Order you also accept the terms and conditions of the Purchase Terms. You agree that all Orders are legally valid and binding between the Ordering Entity and Service Provider or its Affiliate handling business in the country where the Ordering Entity is registered in. All Orders are subject to acceptance by Service Provider or its applicable Affiliate. Such acceptance will not be unreasonably withheld. You will not be able to cancel your Order once it has been accepted by Service Provider. Service Provider or its applicable Affiliate will use commercially reasonable efforts to conclude Purchase Agreements in accordance with the accepted Orders.

In case Service Provider or its applicable Affiliate is unable to conclude a Purchase Agreement in accordance with the accepted Order within a reasonable time it has the right to withdraw its acceptance and return the Ordering Entity the applicable payment it has received. Return of the payment will be the Ordering Entity's sole remedy in such case.

9. PURCHASE AGREEMENTS

As part of the Service, Service Provider or its applicable Affiliate may enter into a Purchase Agreement on the Ordering Entity's behalf based on the applicable Orders. When entering into a Purchase Agreement on the Ordering Entity's behalf, Service Provider or its applicable Affiliate will ensure that the Ordering Entity becomes a third party beneficiary to such Purchase Agreement.

The contractual relationship between the Ordering Entity and Supplier with regard to the Ordering Entity's purchase of Products is governed by the Purchase Agreement. You agree to review and agree to the Purchase Terms before placing your Order.

Except for the obligation for the payment of the purchased Products and the obligation to handle the refund payment on Supplier's behalf as set forth in the terms and conditions of the Purchase Agreement, Service Provider or its applicable Affiliate will not be responsible for any obligations set forth in the Purchase Terms and all other obligations and rights will be solely between the Ordering Entity and Supplier. Service Provider or its applicable Affiliate will not have any liability for the Ordering Entity's use of Products or be responsible for any claims related to the Products and all liability and claims are solely between the Ordering Entity and Supplier. The Ordering Entity shall be entitled to receive refund solely as set forth in the Purchase Agreement and agreed with Supplier. All refunds are subject to Service Provider or its applicable Affiliate first receiving the respective refund from Supplier.

All Products purchased through the Service are delivered by Supplier pursuant to the applicable Purchase Terms. Service Provider or its applicable Affiliate has no control over the Products or Product descriptions and assumes no responsibility for the Products or Product descriptions. If the Product itself is not in accordance with the Purchase Terms or the Product description, the remedies available to the Ordering Entity are set forth solely by the Purchase Terms and the applicable laws. Supplier is solely responsible for any Product it agrees to provide under a Purchase Agreement.

The Ordering Entity acknowledges and agrees that Service Provider or its applicable Affiliate may realize a profit or receive rebates, discounts or other allowances in respect of its contracts with the Suppliers or in connection with Purchase Agreements, which Service Provider or its applicable Affiliate will be entitled to retain for its own use/credit without accounting to you.

10. CHARGES

You agree to pay fees and charges as set forth below.

10.1 Purchase of Products

You agree that the Ordering Entity will pay to Service Provider or its applicable Affiliate in accordance with the accepted Order. Subject to Service Provider or its applicable Affiliate accepting the Ordering Entity's Order and receiving its payment for the selected Products, Service Provider or its applicable Affiliate will be responsible for using commercially reasonable efforts to conclude the related Purchase Agreement and for handling the payment of the respective Products in accordance with the Purchase Agreement concluded based on the Order. The applicable taxes for the Order required to be collected by Service Provider or its applicable Affiliate will be presented prior to your confirmation of the Order.

10.2 Other

There may be instances where additional charges collected by bank or other third party are incurred by Client or the Ordering Entity in connection with the payment of the charges set forth above in this clause 10 (for example, based on the use of EFT). Service Provider or its applicable Affiliate assume no responsibility for any such additional charges and Client or the Ordering Entity, as applicable; will be solely responsible for all such costs incurred.

11. PAYMENT TERMS AND TAXES

11.1 Payment Terms

The payment method for the Products you wish to purchase is EFT. Additional payment methods may be made available by Service Provider or its applicable Affiliate at their sole discretion. The following terms and conditions apply with regard to the EFT:

- (a) All charges are due and payable on the due date of the invoices unless otherwise mutually agreed to in writing;
- (b) You or the Ordering Entity, as applicable, will be responsible for any costs Service Provider or its applicable Affiliate incurs in enforcing collection of any amounts due under the Agreement, including without limitation reasonable attorney's fees, court costs, or collection agency fees;

- (c) You or the Ordering Entity, as applicable, agree to notify Service Provider or its applicable Affiliate of any changes to any information that Service Provider or its applicable Affiliate may reasonably require in order to process the charges in a timely manner; and
- (d) Payment for invoices that are not paid on the due date is subject to interest at a rate of one and one-half percent (1.5%) per month accruing from the due date of the invoice.

Invoices that are not disputed within 30 days of the receipt of the invoice are conclusively deemed accurate. Except where expressly provided in the Terms, all payments to Service Provider or its applicable Affiliate are nonrefundable. No refunds for the delivered Products are available unless otherwise stated in the applicable Purchase Terms.

11.2 Taxes

Applicable taxes including but not limited to Sales tax, excise tax, VAT, GST, HST, QST or PST will be charged by Service Provider or its applicable Affiliate on all taxable transactions in accordance with the applicable laws. You agree to comply with the applicable tax legislation and to provide Service Provider or its applicable Affiliate with accurate factual information to help Service Provider or its applicable Affiliate determine if any tax is due with respect to the provision of the Services.

Each party agrees to pay all taxes or levies imposed on it under applicable laws, regulations and tax treaties as a result of the Agreement and any payments made thereunder (including those required to be withheld or deducted from payments) and will furnish evidence of such paid taxes as is sufficient to enable the other party to obtain any credits available to it.

12. CONFIDENTIALITY AND FEEDBACK

The parties agree that all use of Confidential Information disclosed by one party ("Disclosing Party") to the other party ("Recipient") in connection with the use or provision of the Service will be limited for the use and provision of the Service. The Recipient agrees that it will disclose information only on a "need to know" basis and will not disclose any Confidential Information of the Disclosing Party to any third parties without a prior written approval by the Disclosing Party. The limitation set forth with regard to disclosure to third parties will not apply to 1) you with regard to your agents, contractors and other persons who you

authorize to use the Service on your behalf provided such third parties are bound by confidentiality obligations no less stringent than these prior to the disclosure, or 2) Service Provider with regard to its Affiliates, licensors, suppliers, rights holders, contractors and other providers, if any, or the Suppliers provided such third parties are bound by confidentiality obligations no less stringent than these prior to the disclosure.

Confidential Information does not include information which: (i) is already known to the Recipient at the time of disclosure; (ii) is or becomes publicly known through no wrongful act or failure of the Recipient; (iii) is independently developed by Recipient without benefit of Disclosing Party's Confidential Information; or (iv) is received from a third party which is not under and does not thereby breach an obligation of confidentiality. Each party agrees to protect the other's Confidential Information at all times and in the same manner as each protects the confidentiality of its own proprietary and confidential materials, but in no event with less than a reasonable standard of care. A Recipient may disclose Confidential Information to the extent required by law, but that disclosure does not relieve Recipient of its confidentiality obligations with respect to any other party.

By submitting any ideas, feedback and/or proposals ("Feedback") to Service Provider or its Affiliate through the Service or other means, you acknowledge and agree that: (1) Service Provider may have similar development ideas to the Feedback; (2) your Feedback does not contain confidential or proprietary information of you or any third party; (3) Service Provider or its Affiliate is not under any obligation of confidentiality with respect to the Feedback; (4) Service Provider and its Affiliates may freely use, distribute, exploit and further develop and modify Feedback for any purpose; and (5) you are not entitled to any compensation of any kind from Service Provider or its Affiliate.

13. AVAILABILITY

The availability of Products and the Service may vary and is subject to Service Provider's sole discretion. Service Provider expressly disclaims any representation or warranty that any particular Products or Service will be available.

Service Provider may, at its sole discretion, change, correct or discontinue the selection of offered Products and Service in whole or in part. The Service may not be available during maintenance breaks and other times.

14. ADVERTISEMENTS

Service may include advertisements. Advertisements may be provided based on the information collected through or in connection with the Service, queries made through the Service, or other information.

15. PERSONAL DATA

The privacy policy and any additional privacy information made available to you govern the use of your personal data collected in connection with the Service.

16. LIMITATION OF LIABILITY

The Service is provided on "as is" and "as available" basis. Service Provider or its Affiliates do not warrant that the Service will be uninterrupted or error or virus-free. No representation or warranty of any kind, either express or implied, including but not limited to warranties of title, non-infringement, merchantability, or fitness for a particular purpose, is made in relation to the availability, accuracy, reliability, information or content of the Service. You expressly agree and acknowledge that the use of the Service is at your sole risk and that you may be exposed to content from various sources.

Neither Service Provider, its Affiliates nor any Supplier makes any representation or warranty of any kind, either express or implied, including but not limited to warranties of title, non-infringement, merchantability, or fitness for a particular purpose, is made in relation to the Products under the Terms. You expressly agree and acknowledge that the Purchase Terms will define the liability of the applicable Suppliers in relation to the Products. Except for liability for death or personal injury caused by its gross negligence or intentional misconduct and as otherwise explicitly set forth in the Terms, in no case will Service Provider or its Affiliates be liable for any direct or indirect, incidental, punitive or consequential damages resulting from your use or inability to use the Service or Products.

The liability by Service Provider and its Affiliates under the Terms is limited in each case to the amount of payment received by Service Provider or its applicable Affiliate from you in the particular case.

17. TERMINATION

17.1 Termination

You may terminate the Agreement at any time upon thirty (30) days by submitting a termination notice through the Service. Such termination notice is made available in the Service under category "Cancellation Request" or similar.

Service Provider may terminate the Agreement with immediate effect by written notice to you in the event that (i) you commit a material breach of the Terms; (ii) you suffer distress or execution or commit an act of bankruptcy or go or are put into liquidation (otherwise than solely for the purpose of amalgamation or reconstruction) or if a receiver is appointed over any part of your business or if an administration order is made in respect of you; or (iii) Service Provider makes substantial change to the Service or discontinues the Service in whole or in part.

17.2 Surviving Clauses

Termination of the Agreement will be without prejudice to the rights and obligations of the parties which have accrued up to the date of termination.

The provisions of the Terms that are intended to survive the termination of the Agreement remain valid after the termination including without limitation clauses 8, 9, 12, 16, 17.2, 18 and 19.1 of these service terms.

18. INDEMNIFICATION

You agree to defend and indemnify Service Provider and its Affiliates from and against all third party claims and all liabilities, assessments, losses, costs, damages or expenses (including, without limitation, reasonable attorney's fees) resulting from or arising out of (i) your breach of the Terms, (ii) your breach of the terms and conditions of the Purchase Terms, or (iii) misuse of the Service by a third party where the misuse was made possible by your failure to take reasonable measures to protect the Client Account and all related usernames and passwords against misuse.

19. MISCELLANEOUS

19.1 Choice of law

The Terms are governed by the laws of Canada without regard to its conflicts of law provisions. All disputes arising

out of or related to the Terms will be brought exclusively in the courts located in the Province of British Columbia.

19.2 Validity

The Terms neither exclude nor limit any of your mandatory rights in your country of residence that cannot by law be waived. If a provision of the Terms is found to be invalid, the remaining provisions will not be affected and the invalid provision will be replaced with a valid provision that comes closest to the result and purpose of the Terms. In the event one or more provisions of these Terms are not relevant to your use of the Service, it will not impact the validity or enforceability of any other provision of the Terms or the Terms as a whole. If there is any inconsistency or conflict between the provisions of the Terms, then the separate documents will be given precedence in the following order: (a) these service terms, (b) the privacy policy, (c) the Order, and (d) the other documents belonging to the Terms.

19.3 Independent Parties

You and Service Provider are independent contractors and the Terms do not establish any relationship of partnership, joint venture, employment, franchise or agency between you and Service Provider or any of its Affiliates.

19.4 Changes to the Terms

Service Provider may modify the Terms at any time without prior notice. If the Terms are changed in a material, adverse way, Service Provider will provide a separate notice advising of the change, and you may terminate the Agreement immediately by submitting a termination notice through the Service.

You are responsible for regularly reviewing the Terms, all modifications to the Terms are effective upon posting to the Service. Your continued use of the Service following the posting of the modifications constitutes your consent to any changes and modification.

Notice of the Terms modification event will be posted to Client Account.

19.5 No Waiver

The waiver of any breach or default of the Terms will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party.

19.6 No Third Party Beneficiaries

Service Provider and you agree that, except as otherwise provided in the Terms, there will be no third party beneficiaries under the Terms.

19.7 Force Majeure

No party will be liable for any failure or delay in performance under the Terms to the extent such failures or delays are proximately caused by causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, acts of God, force majeure, government restrictions (including without limitation the denial or cancellation of any export or other necessary license), wars, insurrections, acts of terrorism, failure of Suppliers, subcontractors, and carriers, or third party to substantially meet its performance obligations under the Terms.

19.8 Communications

You consent to receiving communications in connection with the Service electronically. There may be post notices within the Service. You may also receive messages to the email address you have provided to Service Provider. Your continued use of the Services constitutes your receipt of all

communications regardless of delivery method and you agree that all agreements, notices, disclosures and other communications that are provided to you electronically satisfy any legal requirement that such communications be in writing. Unless otherwise specified herein, all notices, demands, requests or other communications required or permitted under the Terms will be deemed given when posted within the Service, delivered personally, sent by facsimile upon confirmation, an automated "message sent" confirmation message is received for an email, or upon receipt of delivery of overnight mail.

19.9 Assignment

The rights and obligations with respect to the Service set forth in this agreement between you and Service Provider may not be assigned except Service Provider or you may assign its or your rights and obligations under these Terms to its Affiliates at its discretion and to a third party in connection with a merger, acquisition, sale of substantially all of the assets, by operation of law or otherwise; provided, that in the event that you merge with an unrelated third party that has an agreement in place with Service Provider that is substantially similar to these Terms, you agree, subject to your other rights in these Terms, to use good faith efforts following such merger to negotiate terms between you and Service Provider.

Tuangru Inc.

Client

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date: