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5 Attorneys for Plaintiffs
6 **LIFE-FX PRODUCTS LLC, BODY ACTION HEALTH LTD.,**
7 **ZAANIT BV, GREEN RELIGION BV and SPOOKY ZEBRA LTD.**

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF SACRAMENTO**

10 **LIFE-FX PRODUCTS LLC**, a Delaware
limited liability company; **BODY ACTION**
11 **HEALTH LTD.**, a Canadian limited company;
ZAANIT BV, a Netherlands limited company;
12 **GREEN RELIGION BV**, a Netherlands
limited company; and **SPOOKY ZEBRA**
13 **LTD.**, a United Kingdom limited company,

14 Plaintiffs,

15 v.

16 **COMCOPIOUS, LIMITED**, a Hong Kong,
China Company *doing business as* **ICANPAY**;
17 **COMCOPIOUS CALIFORNIA, INC.**, a
California corporation; **ICANPAY**
18 **CALIFORNIA, INC.**, a California
corporation; **KOTARO SHIMOGORI**, an
19 individual; and **DOES 1 through 25**, inclusive,

20 Defendants.

Case No. 34-2018-00242853CU CO GDS

FIRST AMENDED COMPLAINT FOR:

- 21 (1) **FRAUD**
22 (2) **CONVERSION**
23 (3) **MONEY HAD AND RECEIVED**
24 (4) **VIOLATION OF PENAL CODE § 496**
25 (5) **BREACH OF CONTRACT (ZAANIT)**
26 (6) **BREACH OF CONTRACT (SPOOKY ZEBRA)**
27 (7) **BREACH OF CONTRACT (BODY ACTION)**
28 (8) **BREACH OF CONTRACT (LIFE-FX)**
(9) **BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING;**
(10) **UNFAIR COMPETITION IN VIOLATION OF CALIFORNIA BUSINESS & PROFESSIONS CODE § 17200 et seq**

DEMAND FOR JURY TRIAL

[Complaint Filed October 17, 2018]

1 Plaintiffs LIFE-FX PRODUCTS, LLC, BODY ACTION HEALTH LTD., Zaanit BV,
2 GREEN RELIGION BV, and SPOOKY ZEBRA LTD. allege against Defendants
3 COMCOPIOUS, LIMITED *doing business as* ICANPAY, COMCOPIOUS CALIFORNIA INC.,
4 ICANPAY CALIFORNIA INC., KOTARO SHIMOGORI, and DOES 1-25 (collectively,
5 "Defendants"), as follows:

6 **PARTIES**

7 1. Plaintiff LIFE-FX PRODUCTS, LLC ("Life-FX") is, and at all times herein
8 relevant was, a Delaware limited liability company with its principal place of business in San Luis
9 Obispo County, California.

10 2. Plaintiff BODY ACTION HEALTH LTD. ("Body Action") is, and at all times
11 herein relevant was, a Canadian limited company with its principal place of business in
12 Vancouver, British Columbia.

13 3. Plaintiff Zaanit BV ("Zaanit") is, and at all times herein relevant was, a
14 Netherlands limited company with its principal place of business in Noord Holland, Netherlands.

15 4. Plaintiff GREEN RELIGION BV ("Green Religion") is, and at all times herein
16 relevant was, a Netherlands limited company with its principal place of business in Noord
17 Holland, Netherlands.

18 5. Plaintiff SPOOKY ZEBRA LTD. ("Spooky Zebra") is, and at all times herein
19 relevant was, a United Kingdom limited company with its principal place of business in
20 Llandudno, United Kingdom.

21 6. Life-FX, Body Action, Zaanit, Green Religion, and Spooky Zebra are hereinafter
22 referred to collectively as "Plaintiffs."

23 7. Defendant COMCOPIOUS, LIMITED *doing business as* ICANPAY ("CCL HK")
24 is, and at all times relevant was, a private company organized under the laws of Hong Kong,
25 China, with its principal place of business claimed to be in Hong Kong, China, doing business
26 throughout Europe and North America, including but not limited to, within California. CCL HK
27 markets its services to California businesses, regularly contracts with California companies, and

1 uses its California subsidiaries to provide services to its customers throughout Europe and North
2 America.

3 8. Defendant COMCOPIOUS CALIFORNIA INC. ("CC CA"), is, and at all times
4 relevant was, a California corporation with its principal place of business located at 980 9th Street,
5 Sacramento, California 95814, and is a subsidiary of CCL HK.

6 9. Defendant ICANPAY CALIFORNIA INC. ("ICP CA") is, and at all times relevant
7 was, a California corporation with its principal place of business located at 980 9th Street,
8 Sacramento, California 95814, and is a subsidiary of CCL HK.

9 10. CCL HK, CC CA, and ICP CA are referred to collectively as the "Corporate
10 Defendants."

11 11. Defendant KOTARO SHIMOGORI ("Kotaro") is, and at all times relevant was, an
12 individual residing at 1506 Gorman Drive, Carmichael, California 95608. Defendant Kotaro is a
13 director, controlling shareholder and/or beneficial owner of each of the Corporate Defendants.
14 Attached hereto as **Exhibit A** is a true and correct copy of CCL HK's Annual Return, filed with
15 the Hong Kong Companies Registry on or about May 25, 2018, which identifies Kotaro
16 Shimogori as CCL HK's sole director and the owner of 13,000 out of 15,000 total issued shares.
17 Attached hereto as **Exhibit B** is a true and correct copy of CC CA's articles of incorporation, filed
18 with the California Secretary of State on April 25, 2017, which identify Kotaro Shimogori as the
19 registered agent for service of process and corporate filer for CC CA.

20 12. Each of the Corporate Defendants is an alter ego of Defendant Kotaro. At all times
21 mentioned herein, there existed a unity of interest in ownership between each of the Corporate
22 Defendants, on the one hand, and Defendant Kotaro, on the other hand, such that the individuality
23 and separateness between them ceased and each of the Corporate Defendants is the alter ego of
24 Defendant Kotaro in that, among other things: (a) Kotaro controlled, dominated, managed and
25 operated each of the Corporate Defendants as his alter ego; (b) Kotaro made all material decisions
26 pertaining to each of the Corporate Defendants; (c) there has been a failure to comply with or
27 observe the formalities of corporate formation and/or operation of each of the Corporate

1 Defendants; (d) each of the Corporate Defendants was inadequately capitalized to carry out its
2 intended business and pay its debts and obligations as they fell due; and (e) the individuality of
3 each of the Corporate Defendants is a total sham and fiction such that upholding its corporate
4 nature and allowing Defendant Kotaro to escape personal liability for any entity debts would
5 sanction a fraud or promote an injustice and should therefore be disregarded pursuant to the
6 doctrine of piercing the corporate veil.

7 13. The true names and capacities, whether individual, plural, corporate, partnership,
8 associate, or otherwise, of DOES 1 through 25, inclusive, are unknown to Plaintiffs who therefore
9 sue said defendants by such fictitious names. The full extent of the facts linking such fictitiously
10 sued defendants is unknown to Plaintiffs. Each of the defendants designated herein as a DOE was,
11 and is, negligent, or in some other actionable manner, responsible for the events and happenings
12 hereinafter referred to, and thereby negligently, or in some other actionable manner, legally and
13 proximately caused the hereinafter described injuries and damages to Plaintiffs. Plaintiffs will
14 hereafter seek leave of the Court to amend this Complaint to show the DOE defendants' true
15 names and capacities after the same have been ascertained.

16 14. Defendants, including DOES 1 through 25, inclusive, were agents, servants,
17 employees, successors in interest, and/or joint venturers of their co-defendants, and were, as such,
18 acting within the course, scope, and authority of said agency, employment and/or venture, and that
19 each and every defendant, as aforesaid, when acting as a principal, was negligent in the selection
20 of each and every other defendant as an agent, servant, employee, successor in interest, and/or
21 joint venturer. Each of the defendants designated herein as DOE aided and abetted, conspired
22 with, and/or took part in, and participated with, each Defendant in all matters referred to herein,
23 and was in some manner responsible for the injuries and losses suffered by Plaintiffs.

24 VENUE AND JURISDICTION

25 15. Venue is proper in Sacramento County pursuant to California Code of Civil
26 Procedure Sections 395 and 410.10 because several of the Defendants reside and do business in
27 Sacramento, California, including CC CA, ICP CA and Kotaro, and a substantial part of the acts,

1 events and omissions underlying this dispute took place within California, including within the
2 County of Sacramento.

3 16. This Court has jurisdiction over the subject matter of this lawsuit because the
4 amount in controversy, exclusive of interest and costs, exceeds the \$25,000 minimum
5 jurisdictional limit of the Court. Moreover, Defendants have purposely availed themselves of, and
6 have substantial contacts with, the forum by virtue of organizing subsidiaries in California,
7 marketing to California businesses, entering contracts in California, providing essential services
8 under those contracts from California, and doing substantial business with other California
9 businesses, including but not limited to businesses within the County of Sacramento.

10 **GENERAL ALLEGATIONS**

11 **OVERVIEW OF PLAINTIFFS' BUSINESS ACTIVITIES**

12 17. Life-FX markets biochemical compounds online to companies and scientists
13 engaged in non-clinical scientific research, particularly in the fields of cognitive, metabolic and
14 longevity enhancement. Life-FX's products are non-regulated chemical compounds, and are not
15 subject to any restrictions on ownership or consumption in the United States. While it is perfectly
16 legal for manufacturers and suppliers such as Life-FX to sell such products for non-clinical
17 research purposes, the law prohibits selling them for human consumption, whether as dietary
18 supplements, or for the diagnosis, treatment, prevention, or cure of any medical condition or
19 illness.

20 18. Body Action operates a legal online dispensary for medicinal cannabis and
21 cannabis-related products, which are available exclusively to Canadian residents over the age of
22 25 who possess valid medical documentation from a Health Care Practitioner of a diagnosis and
23 related symptoms for which cannabis has potential medical application.

24 19. Zaanit and Spooky Zebra are European-based companies that lawfully market
25 marijuana seeds online. The Single Convention on Narcotic Drugs (SCND) is the basis for current
26 legislation worldwide. It was agreed in 1961, with the aim of restricting the availability of certain
27 drugs. As an international treaty, it binds over 180 states and to some extent determines national

legislation on narcotics. Cannabis is on its list of illegal substances. However, the importation, storage and delivery of marijuana seeds are not covered by the SCND. Under international law, which takes precedence over national law in this respect, marijuana seeds are therefore legal in most countries throughout Europe.

20. Like all online businesses, Plaintiffs require the ability to accept customer credit card payments online for the purchase of their products. Yet a legal grey zone is perceived to exist around the marketing of the legal products sold by Plaintiffs. As a result, for many banks and payment processors, the perceived legal and reputational risk associated with offering credit card processing services to businesses such as Plaintiffs may outweigh the financial rewards, thereby complicating Plaintiffs' ability to gain access to the payments system.

OVERVIEW OF ICANPAY

21. Defendant CCL HK claims to be headquartered in Hong Kong, China, and describes itself as “an agile technology services company that provides premium-quality data analysis tools, application, integration and marketing services that help our customers and partners become and remain the leaders of change.” In effect and reality, Defendant CCL HK is little more than a shell organized in Hong Kong, China, which transacts no ascertainable business in Hong Kong, China. Rather, the overwhelming, if not exclusive, totality of its business activity is conducted from the California home of its principal and operator, Defendant Kotaro Shimogori. Defendant CCL HK claims to do business both directly, and indirectly through its “world wide” group of subsidiaries, including CC CA, ICP CA, COMCOPIOUS UK LIMITED (“CCL UK”) and ICANPAY UK LIMITED (“ICP UK”) (collectively, “iCanPay”). Attached hereto as Exhibits C and D respectively are the UK Companies House search results for CCL UK and ICP UK, which identify Kotaro Shimogori as the sole officer of, and only person with significant control over, both CCL UK and ICP UK.

22. Defendants do business in the payments industry under the name “iCanPay.” The iCanPay Website (www.icanpay.cn.com) describes iCanPay as “part of the global network of companies owned by [CCL HK].” According to the iCanPay Website, “We provide the best, most

1 secure and convenient payment settlement platform for your business” (hereinafter, the “iCanPay
2 Service”).

3 23. The iCanPay Website promotes the ease of obtaining a merchant account with
4 iCanPay, even for merchants such as Plaintiffs doing business in so-called “High Risk Industries”:

5
6 **Merchant Accounts Made Easy**

7 iCanPay offers flexible payment processing and startup merchant account solutions, with
8 no geographical restrictions. Laborious account applications are also replaced by our
9 concise online form developed and certified by our acquiring banking partners. It’s
10 simple, affordable, and we can offer a merchant account for most products sold on the
11 Net today.

12
13 **High Risk Industries**

14 If your business falls into one of the high risk merchant industries, your company may
15 have been classified as a high risk merchant. In fact, many e-commerce and online
16 merchants are termed high risk by processors, even though their traditional merchant
17 operations are not high risk. Our proprietary system allows for your application to be
18 approved within minutes.

19
20 **Backed By Visa and MasterCard Acquirers**

21 All iCanPay banking partners have been vigorously vetted by Visa and MasterCard. In
22 order to process any credit card transactions for our banking partners, iCanPay have also
23 been rigorously scrutinized and it’s systems and processes closely examined for security.
24 iCanPay is fully PCI compliant.

25 A true and correct copy of a Screenshot from the iCanPay Website is attached hereto as **Exhibit E**
26 and incorporated herein by this reference as though set forth in full.

27 24. The iCanPay Website promotes that “iCanPay can virtually be used for any
28 business you can dream of and imagine.” At the time that Zaanit and Spooky Zebra first reviewed
the iCanPay Website in or around March 2017, the iCanPay Website also clearly and
conspicuously promoted iCanPay’s status as the leading, and possibly the only, organization in
this space providing a fully legal, legitimate and transparent credit card processing solution to the
Cannabis Industry. Furthermore, via online forums and word of mouth, iCanPay has aggressively
promoted its ability to board merchants doing business in the nutraceutical, medical marijuana,
CBD and marijuana-related products industries in an open, legal manner with the knowledge and

1 approval of the associated acquiring banks. The iCanPay merchant application includes a special
2 Addendum for "Marijuana Merchants" to satisfy iCanPay's underwriting requirements, and the
3 iCanPay Merchant Agreement specifically identifies transactions involving the sales of
4 "Marihuana ... aka Cannabis, Marijuana, THC, CBD and products containing
5 Marihuana/THC/CBD such as edibles and ointments including industry paraphernalia" as
6 "acceptable uses" of the iCanPay Service "accepted by the acquiring bank."

7 THE ICANPAY MERCHANT AGREEMENT

8 25. Each of the Plaintiffs (except for Green Religion) entered into an identical iCanPay
9 Data, Logistics and Service Processing Agreement (the "iCanPay Merchant Agreement") with
10 CCL HK.

11 26. Zaanit entered into the iCanPay Merchant Agreement with CCL HK on or about
12 March 1, 2017, a true and correct copy of which is attached hereto as **Exhibit F** and incorporated
13 herein by this reference as though set forth in full; Spooky Zebra entered into the iCanPay
14 Merchant Agreement with CCL HK on or about April 4, 2017, a true and correct copy of which is
15 attached hereto as **Exhibit G** and incorporated herein by this reference as though set forth in full;
16 Body Action entered into the iCanPay Merchant Agreement with CCL HK on or about
17 September 12, 2017, a true and correct copy of which is attached hereto as **Exhibit H** and
18 incorporated herein by this reference as though set forth in full; and Life-FX entered into the
19 iCanPay Merchant Agreement with CCL HK on or about December 14, 2017, a true and correct
20 copy of which is attached hereto as **Exhibit I** and incorporated herein by this reference as though
21 set forth in full.

22 27. The iCanPay Merchant Agreement defines CCL HK to mean "COMCOPIOUS,
23 LIMITED and/or any of its World-Wide subsidiaries or group companies of COMCOPIOUS,
24 LIMITED."

25 28. The iCanPay Merchant Agreement defines "Purchase Price" to mean "the price
26 payable by the Customer(s) to [CCL HK] for the good(s) and/or service(s) ordered by the
27 Customer(s) from [Plaintiff] minus any fees, charges and commission withheld by, or due to, the

1 Financial Institution(s).”

2 29. The iCanPay Merchant Agreement defines “Financial Institution” to mean the
3 “entity that processes the payment instructions received from the Customer by [CCL HK] for the
4 payment method selected by the Customer and that, following authorization, effects payment of
5 the Purchase Price.”

6 30. Paragraph 2.1 of the iCanPay Merchant Agreement obligates CCL HK to pay each
7 Plaintiff the “total outstanding settled Purchase Price for the account ... after deduction of ... (a)
8 Refunds (Credit); (b) Chargeback’s (sic); (c) any amount in order to meet any Deposit
9 requirements; (d) in addition to (a) and (b) above, any fines, fees, charges or commission to be
10 paid by [Plaintiff] to Financial Institutions; and (e) any charges or amounts due to [CCL HK]
11 under the Agreement other than charges or amounts mentioned in (a) through (e) above.”

12 31. Paragraph 12.1 of the iCanPay Merchant Agreement contains a “Governing Law
13 and Jurisdiction” clause that states: “These terms and Conditions and/or the Agreement are
14 governed by, and shall be construed in accordance with the laws of Hong Kong, and all disputes
15 arising out of or connected with these Terms and Conditions and/or the Agreement shall be subject
16 to the exclusive jurisdiction of the competent court of Hong Kong, judging in first instance, and its
17 appellate courts, subject to appeal at Hong Kong’s High Court of Justice.” Hereinafter, paragraph
18 12.1 of the iCanPay Merchant Agreement is referred to as the “Forum Selection Clause.”

19 32. Paragraph 15 of the iCanPay Merchant Agreement specifically identifies
20 transactions involving the sales of “Marihuana ... aka Cannabis, Marijuana, THC, CBD and
21 products containing Marihuana/THC/CBD such as edibles and ointments including industry
22 paraphernalia” as “acceptable uses” of the iCanPay Service “accepted by the acquiring bank.”

23 33. Contemporaneously with their execution of the iCanPay Merchant Agreement,
24 each of the Plaintiffs also entered into an “Appendix 1” with CCL HK, which sets forth the
25 “Terms, Fees and Reserves” regarding each Plaintiff’s relationship with CCL HK, specifically
26 including but not limited to the Account Setup Fee, Merchant Discount Rate, Fixed Fees and
27 Charges (including Rolling Reserve percentage and Reserve Hold Period, Payouts timing and

1 minimum Payout Amounts). The Appendix 1 terms vary among the Plaintiffs.

2 34. Zaanit does not have a copy of the Appendix in its possession, but is informed,
3 believes and based thereon alleges that the Appendix signed by Zaanit in conjunction with the
4 iCanPay Merchant Agreement provides for, *inter alia*, a Merchant Discount Rate of 8.5%; a \$.8
5 per transaction charge; a 5% three month Rolling Reserve, with a three month holding period; and
6 weekly payout, two weeks in arrears, subject to a \$5,000 minimum payout amount. The Life-FX
7 Appendix, a true and correct copy of which is attached hereto as **Exhibit J** and incorporated
8 herein by this reference as though set forth in full, is identical to the Zaanit Appendix, and
9 contains the same terms with respect to Merchant Discount Rate, transaction charges, Rolling
10 Reserve, and Payouts. The Spooky Zebra and Body Action Appendices are slightly different, and
11 provide for a Merchant Discount Rate of 7.95%; a 10% six month Rolling Reserve, with a six
12 month holding period; and weekly payout, two weeks in arrears, subject to a \$5,000 minimum
13 payout amount. A true and correct copy of the Body Action Appendix is attached hereto as
14 **Exhibit K** and incorporated herein by this reference as though set forth in full.

15 **ZAANIT'S EXPERIENCE WITH ICANPAY**

16 35. Zaanit learned about the iCanPay solution in or around February 2017. Based on
17 iCanPay's representations (via the iCanPay Website, social media and word of mouth) about its
18 status as the leading, and possibly the only, organization in this space providing a fully legal,
19 sustainable and transparent service to the Cannabis Industry, and verticals such as CBD and
20 Kratom related products, Zaanit decided to try the iCanPay Service.

21 36. Zaanit entered the iCanPay Merchant Agreement on or about March 1, 2017, and
22 CCL HK proceeded to open two separate merchant accounts for Zaanit: (1) the AMS MID, and
23 (2) the ILGM MID.

24 37. Between March 2017 and July 2017, Zaanit processed more than \$450,000 through
25 the AMS MID; and more than \$760,000 through the IGLM MID. iCanPay generally honored its
26 payment obligations by regularly making weekly payouts on both MIDs through mid-June 2017.
27 In or around mid-June 2017, Zaanit assigned all rights in the revenue stream for the IGLM MID to

1 Green Religion, for which it was providing fulfillment services, and changed the login and
2 banking information for the IGLM MID accordingly so that Green Religion could manage the
3 account dashboard and receive payments directly.

4 38. During this time, iCanPay continued to promote its status as a lawful, legitimate
5 and transparent processing solution for merchants doing business in the "Cannabis Industry." For
6 example, on or about June 3, 2017, iCanPay sent a message via the support@icanpay.cn.com
7 email group to its "Partner Merchants," specifically including Zaanit, with the subject line "An
8 Important Message from iCanPay," a true and correct copy of which is attached hereto as
9 Exhibit L and incorporated herein by this reference as though set forth in full, advising that:

10 **For two years now, we've been building, refining, negotiating with acquirers**
11 **globally to offer the most reliable, sustainable processing service for the legal**
12 **cannabis industry. We are now the de facto leader for this sector processing tens of**
13 **thousands of transactions per day. We appreciate all our valued loyal customers for**
14 **your patience and input as we continue to improve the platform many of you have**
15 **come to depend on.**

16 And for these two years, we have been able to keep our costs to a minimal without any
17 increase. However, we are now required to increase our transaction fee by USD\$0.30.
18 The effective transaction rate will now be USD\$0.80 as of June 1st, 2017. You will also
19 be receiving a new "TERMS" sheet within the next few days outlining this increase with
20 a minor update on the terms itself. The good news despite this increase, is that your wire
21 fees will decrease to \$80 from \$100. A 20% decrease.

22 Finally, this weekend, we will be migrating to a very robust server environment that will
23 be able to keep up with the explosive growth iCanPay has enjoyed this last quarter. You
24 should not experience any outages of the transactional abilities. The most some of you
25 may experience is a possibly minor communication latency to our legacy servers.

26 **Thank you for your attention, and with your continued cooperation and assistance,**
27 **we will strive to provide the best possible processing solution for the cannabis**
28 **industry on the planet.**

(Emphasis added).

39. On or about June 19, 2017, iCanPay sent another message via the
support@icanpay.cn.com email group to its "Partner Merchants," specifically including Zaanit,
with the subject line "An Important Update from iCanPay," a true and correct copy of which is
attached hereto as Exhibit M and incorporated herein by this reference as though set forth in full,

1 advising that:

2 To our Valued Partner Merchant,

3 We were told the approval ratios should start to improve this weekend and finally back to
4 our standard 90%+ approval by Monday. Which obviously have not happened yet. This
5 matter was/is a purely technical issue caused by certain filters being imposed
6 inadvertently by one of our technology partner. We continue to work on the issue with
our acquirer and will let you know when it is remedied.

7 In our two years of operation, this is the second time this has happened. We obviously do
8 not intend to make this a habit, **but please know we are the leading and possibly the**
9 **only organization in this space providing the most sustainable and fully transparent**
10 **(transaction profile which is fully disclosed to our banks/acquirers - with exacting**
MCC codes) service to the Cannabis Industry and verticals such as CBD and
Kratom related products.

11 (Emphasis added).

12 40. Sometime in or around mid to late June 2017, however, iCanPay suddenly stopped
13 making Payouts on the AMS and IGLM MIDs (collectively, the "Zaanit MIDs"). iCanPay blamed
14 its failure to make Payouts on these (and many other) MIDs on the alleged theft of more than
15 \$2.7 million in merchant funds by an unidentified third party Payment Service Provider (PSP) /
16 Agent.

17 41. For example, on or about July 17, 2017, iCanPay sent a message via the
18 support@icanpay.cn.com email group to its "Partner Merchants," specifically including Zaanit,
19 with the subject line "UPDATE for PM," a true and correct copy of which is attached hereto as
20 Exhibit N and incorporated herein by this reference as though set forth in full, advising that:

21 We sincerely apologize for the lack of timely updates. An email update was sent to your
22 ISO yesterday and we hope they have been in touch with you. The following is what is
happening and a proposal for our current payout dilemma;

23 One of our bank network have been using a PSP (Agent) to distribute transactional
24 funds to us. If you would like to know more about the PSP, please contact us
25 directly. It has been almost a month since they have made any disbursements to us
26 and they now owe us over \$2,700,000. Our attorneys have sent them a formal legal
27 demand for payment on July 14th and awaiting their response hoping for an
amicable resolution on this matter, but it now seems we will have to pursue full
legal remedies.

1 **We have hence, not been able to make our weekly payments to you. According to our**
2 **DLPPA which you executed with us, we are technically not liable for payment UNTIL**
3 **we receive payment from the Financial Institution;**

4 Under paragraph 10 titled LIMITATION OF LIABILITY , section 10.2 , we stipulate the
5 following: Under no circumstances will COMCOPIOUS be liable for any failure of a
6 Financial Institution to effect payment of the Purchase Price.

7 **Regardless of these TERMS, we COMCOPIOUS intend to make you whole.**
8 **However, we will need your help and cooperation, and to consider the following two**
9 **choices;**

10 **1 If you continue using our services - while making weekly payments against**
11 **new transactions - we will make additional bi-weekly payments towards the old**
12 **balance. Depending on the new weekly transactional volume, we should be able to**
13 **satisfy the past account balances in 6-8 months.**

14 **2 If you elect not to continue with iCanPay, we anticipate to satisfy past**
15 **account balances in 8-12 months. Payments will be made once a month.**

16 Of course, when we receive settlement from the PSP, remittances will be made
17 immediately and proportionately against your account balance.

18 So that we can prepare, we will be closing out (merely for simplification) all current
19 balances from the back office on July 19th. Accounting of the bi-weekly or monthly
20 payments against the closed balances will be performed offline and reported as payments
21 are made.

22 Thank you for your support.

23 (Emphasis added).

24 42. On or about November 1, 2017, Kotaro personally sent a message via the
25 support@icanpay.cn.com email group to iCanPay's "Partner Merchants," specifically including
26 Zaanit, with the subject line "iCanPay Status Update and Payment Updates," a true and correct
27 copy of which is attached hereto as **Exhibit O** and incorporated herein by this reference as though
28 set forth in full, stating:

To our valuable Partner Merchant,

As you know, we have been back online, stronger than ever and achieving 90%+ approval ratio depending on the transaction profile you transmit to iCanPay.

As you know, we sent an email to your ISO explaining the circumstances. That a rogue agent nefariously took your/our processing proceeds. On that explanation, we talked about zeroing out your account at that time. We did not proceed with that plan as

1 we though maintaining two records (if you elected to send new transactions to us -
2 creating two distinct records) would be more complicated.

3 As you might have heard, we have been able to start payments on previously
4 (legacy) processed payments about two weeks ago.

5 However, after starting partial payouts towards the legacy funds, along with also
6 managing your new transactions, we found ourselves making unacceptable internal
7 errors. The legacy was not paid properly, the current transactional proceeds were
8 skipped confused by the legacy payments.

9 In order to correct this setback, we must now go back to our original plan zeroing
10 out the legacy. Please do not be alarmed if you see the older funds as being paid.
11 You will start to see this in the next 48 hours. We will send you another payout
12 schedule for the legacy this week.

13 Please know, we obviously did not anticipate not being paid, so the accounting have been
14 performed manually outside our regular system and truth be said, it has been an
15 accounting nightmare. I appreciate your patience while we finally remedy your account.

16 Thank you for your attention,

17 Kotaro Shimogori

18 (Emphasis added).

19 43. Since in or around mid-June 2017, iCanPay has made a total of two additional
20 payments on the ILGM MID. Specifically, on or about July 14, 2017, iCanPay made a payment of
21 \$36,897.64 to Green Religion, and, on or about October 26, 2017, iCanPay made a payment of
22 \$14,748.01 to Green Religion on the IGLM MID. iCanPay did not make any additional payments
23 on the AMS MID. Accordingly, as reflected on screenshots from the iCanPay dashboard, there is a
24 pending balance of \$145,310 due and owing to Zaanit on the AMS MID, and \$426,536 due and
25 owing to Green Religion on the ILGM MID.

26 44. As discussed in more detail below, a search of Green Religion's direct deposit
27 account associated with the ILGM MID for deposits made by "Comcopious" reveals that the
28 October 26, 2017 deposit was made from a "Comcopious Limited" bank account with a California
private residence address: 16841 Bollinger Drive, Pacific Palisades, CA, which Plaintiffs are
informed and believe and based thereon allege is a known residence address / former residence
address of Defendant Kotaro.

1 **SPOOKY ZEBRA'S EXPERIENCE WITH ICANPAY**

2 45. Spooky Zebra learned about iCanPay in or around March 2017, and decided to try
3 the iCanPay Service based on the representations on the iCanPay Website promoting iCanPay's
4 status as the leading and possibly the only organization in this space providing a fully legal,
5 legitimate, and transparent credit card processing solution to the Cannabis Industry. Spooky Zebra
6 entered the iCanPay Merchant Agreement on or about April 4, 2017, and began processing shortly
7 thereafter. While iCanPay initially honored its weekly payout obligations, iCanPay suddenly
8 stopped making payments in or around mid-June 2017. In total, Spooky Zebra processed
9 approximately \$500,000 in transactions through the MID, and is still owed a pending balance of
10 more than \$85,000. Kotaro acknowledged the debt on behalf of iCanPay, and promised to pay on
11 several occasions, but iCanPay failed to follow through on those promises.

12 **BODY ACTION'S EXPERIENCE WITH ICANPAY**

13 46. Body Action learned about iCanPay in or around September 2017 when a local
14 iCanPay sales representative, Cale Gibson, contacted Body Action's principal, Andrew Kidd, and
15 promoted the iCanPay Service as a perfect solution for Body Action's business based on its
16 involvement in the legal marijuana industry. In response to Mr. Gibson's solicitations, Mr. Kidd
17 repeatedly expressed reservations about contracting with a Hong Kong, China-based processing
18 company. Each time, Mr. Gibson reassured Mr. Kidd via SIGNAL chat and voice calls regarding
19 the reliability and legitimacy of the iCanPay Service, and represented to Mr. Kidd that iCanPay
20 worked with numerous marijuana-related merchants and had an established history of honoring its
21 payment obligations to such merchants. Mr. Gibson's associate and fellow iCanPay sales
22 representative, Ray Serion, reiterated these representations, and repeatedly assured Mr. Kidd
23 regarding iCanPay's established track record with respect to honoring its payment obligations to
24 other merchants in the Cannabis Industry.

25 47. Based on the information provided on the iCanPay Website and the explicit
26 assurances of iCanPay's sales representatives regarding the legality, legitimacy and transparency
27 of the iCanPay Service, and iCanPay's established history of honoring its payment obligations,

1 Body Action decided to try the iCanPay Service, and proceeded to enter the iCanPay Merchant
2 Agreement and Appendix on or about September 12, 2017.

3 48. Plaintiff Body Action processed its transactions through the iCanPay Service for a
4 period of approximately one month after signing the iCanPay Merchant Agreement, but stopped
5 using the iCanPay Service based on Defendants' failure to pay Plaintiff Body Action any of the
6 settlement funds due under the iCanPay Merchant Agreement and Appendix. To date, Defendants
7 have yet to pay Plaintiff Body Action one penny of the approximately \$80,000 in settlement funds
8 due and owing to Body Action since the end of October 2017, despite Body Action's repeated
9 demands for payment.

10 49. Defendant Kotaro has acknowledged iCanPay's debt to Body Action in writing on
11 several occasions, but has repeatedly asserted Defendants' inability to make good on the debt
12 based on the assertion that Defendants never received payment from the acquiring bank for Body
13 Action's processing activity. For example, in an email dated January 4, 2018, "Bruce Lee
14 (iCanPay Support Team)" responded to an email of the same date directed to Defendant Kotaro
15 and inquiring into payment of the amounts owing to Body Action by stating: **"We have not been
16 paid by the bank for your transactions yet. We are actually in the process of bringing
17 potential legal action against them. We will keep you updated."** (Emphasis added). Thereafter,
18 Body Action repeatedly emailed Defendant Kotaro directly at kotaro@shimogori.com to inquire
19 into the status of the remittance, including on March 5, March 6, April 6, April 10, and April 14.

20 50. Defendant Kotaro finally replied on April 14 by stating: "Andy, We are preparing a
21 settlement. I've been trying to get that together for all that was involved. I just don't have any
22 further updates for you YET. Please call me if you'd like. Use my calendar link to make an
23 appointment please." Defendant Kotaro further advised that: **"the settlement will be offering in
24 about another 30-60 days at most."** (Emphasis added). Thereafter, Body Action sent follow up
25 emails to Defendant Kotaro regarding the status of the remittance in both May and June 2018.
26 Each time, Defendant Kotaro indicated that Defendants were still attempting resolve the issues
27 related to the payment of Body Action's funds. On June 8, Body Action's CEO, Andrew Kidd,

1 replied: "Hi Kotaro, That doesn't give us any idea as to what is going on and when we can expect
2 reimbursement. Will we be getting our \$80k back or not? Respectfully, be straight with us now."
3 That same day, Defendant Kotaro replied: "We have FULL intention to pay you despite,
4 documented fact, we did not get paid. Furthermore, you signed our agreement that stipulate (sic)
5 on paragraph 10.2 that we can not (sic) be held liable for a bank that does NOT pay us. Despite all
6 this, WE fully intend to make good on our relationship. You will get a proposal soon. I can not
7 (sic) give you any more than that right now. Please try to reach out in 3-4 weeks again." A true
8 and correct copy of the foregoing email chain is attached hereto as **Exhibit P** and incorporated
9 herein by this reference as though set forth in full.

10 51. Despite reaching out to Defendant Kotaro again on multiple occasions, as
11 specifically requested by Defendant Kotaro, Body Action did not receive any such proposal, and
12 Defendants failed to make good on Defendant Kotaro's promise to fulfill CCL HK's obligations to
13 Body Action. Body Action is informed and believes and based thereon alleges that Defendant
14 Kotaro fabricated the story about the bank failing to pay CCL HK for Body Action's processing
15 activity as an excuse for not paying Body Action the amounts owed under the iCanPay Merchant
16 Agreement.

17 **LIFE-FX'S EXPERIENCE WITH ICANPAY**

18 52. In or around December 2017, Life-FX heard about iCanPay, discovered the
19 iCanPay Website and read about the iCanPay Service. Life-FX also performed online searches
20 regarding iCanPay and discovered several negative reviews, which characterized CCL HK,
21 iCanPay and the iCanPay Service as a "scam." Reviewers complained about the lack of reliability
22 of the iCanPay Service, the dishonesty of the iCanPay representatives, and iCanPay's repeated
23 failure to pay amounts due to merchants on a timely basis or at all.

24 53. Based on the conflicting picture presented by the iCanPay Website and these
25 negative reviews, Life-FX's president, Alex Gierczyk contacted Defendants through the iCanPay
26 Website to inquire about the iCanPay Service and obtain more information. Mr. Gierczyk spoke
27 personally with Defendant Kotaro over a series of phone calls in December 2017, during which

1 Defendant Kotaro repeatedly assured Mr. Gierczyk about the reliability of the iCanPay Service. In
2 response to Mr. Gierczyk's questions regarding negative online reviews, Defendant Kotaro
3 represented to Mr. Gierczyk that a former business associate had run off with approximately
4 \$2.8 million in merchant funds, but that iCanPay was addressing the situation and repaying every
5 affected merchant.

6 54. Defendant Kotaro also represented that, while CCL HK was based in Hong Kong,
7 China, iCanPay would use CCL HK's domestic subsidiaries to facilitate Life-FX's processing
8 services, and that iCanPay structured its processing agreements through the parent company, and
9 designated Hong Kong choice of law and forum, to ensure the legality of the solution and avoid
10 potential issues under U.S. law. Thus, Defendant Kotaro emphasized that iCanPay had a local
11 presence, which distinguished it from other "offshore" processing solutions and spoke to
12 iCanPay's accountability to its merchants.

13 55. Based on Defendant Kotaro's representations, Life-FX decided to try the iCanPay
14 Service, and proceeded to enter the iCanPay Merchant Agreement and Appendix with CCL HK on
15 December 14, 2017.

16 56. Plaintiff Life-FX began processing shortly after signing the iCanPay Merchant
17 Agreement on December 14, 2017, and continued processing through the end of February 2018,
18 when the iCanPay Service suddenly stopped working. Defendant Kotaro advised Life-FX that
19 another merchant's processing activity had caused the acquiring bank to freeze a number of
20 merchant accounts and all associated funds, including Life-FX's merchant account and funds.
21 Life-FX is informed and believes and based thereon alleges that Defendant Kotaro fabricated this
22 story as an excuse for not paying Life-FX the amounts owed under the iCanPay Merchant
23 Agreement.

24 57. When processing stopped, iCanPay acknowledged owing Plaintiff a total of
25 \$140,000. iCanPay promised to quickly restore Plaintiff's ability to process, and to remit Life-
26 FX's funds as soon as processing was back online. Contrary to these representations, Life-FX
27 never recovered its ability to process transactions through the iCanPay Service.

1 58. In March 2018, iCanPay remitted payment to Life-FX of \$35,000 out of the
2 \$140,000 then owed to Life-FX. Defendant Kotaro advised Life-FX that Life-FX's remaining
3 funds were frozen, and that iCanPay could not commit to a timeline for payment to Life-FX of the
4 remaining \$105,000 of Life-FX's funds. Shortly thereafter, Life-FX's iCanPay merchant portal
5 reflected \$20,000 in chargeback activity and \$10,000 in chargeback fees associated with 131 Life-
6 FX customers. Life-FX proceeded to contact all of those customers, however, and each of them
7 denied disputing the subject transactions and offered to provide bank statements evidencing the
8 successful charges. Accordingly, the purported chargeback activity and chargeback fees appear to
9 evidence additional fraudulent conduct by Defendants to avoid their payment obligations to Life-
10 FX.

11 **ICANPAY'S FRAUDULENT SCHEME**

12 59. With experience over time, each of the Plaintiffs came to discover that iCanPay is a
13 scam. As demonstrated by the foregoing, Defendants' various representations regarding the
14 legality, legitimacy and transparency of the iCanPay Service, and iCanPay's established history of
15 honoring its payment obligations to merchants, were knowingly false when made, and made with
16 the intent to induce Plaintiffs to contract with iCanPay and begin processing so that Defendants
17 could gain control over Plaintiffs' funds. In fact, iCanPay has a history of defrauding its
18 merchants, blaming its inability to pay on circumstances beyond its control, and stringing its
19 merchant victims along with promises that it is working on the problem and will pay as soon as
20 the problem is resolved, without ever making good on that promise.

21 60. A true and correct copy of a screen print of a website (last visited on October 11,
22 2018) warning potential merchant victims of Defendant Kotaro's and iCanPay's history of
23 fraudulent conduct, which Plaintiffs discovered only after it was already too late, is attached hereto
24 as **Exhibit Q** and incorporated herein by this reference as though set forth in full:

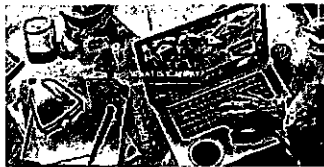


Kotaro Shimogori Fraud Warning

Kotaro Shimogori has stolen in excess of \$500,000.00+ from merchants who obtained merchant processing from one of his companies. No reason has been given for the theft of funds, outside of a story about his bank allegedly freezing his funds. He has become unresponsive to all attempts to contact him. His companies continue to process Credit Card transactions.

Do not be one of the merchants who gets scammed by this individual.

His Websites



www.icanpay.cn.com



www.comcopious.cn.com



www.shimogori.com



61. In addition to defrauding merchants, Defendants operate in blatant violation of the rules and laws governing the payments system, as discussed in detail below. For example, based on a review of publically available information, none of the iCanPay entities is a registered Service Provider of Visa or MasterCard. Accordingly, iCanPay is not authorized to market credit card processing services to merchants in the first instance. Moreover, iCanPay's contracts and business practices violate Visa and MasterCard rules in numerous other respects. Among other things, iCanPay appears to have opened merchant accounts on behalf of each of the Plaintiffs, without their knowledge, through an illegal aggregate account, in violation of Card Brand Rules,

1 and various state and Federal laws against credit card laundering and factoring. In addition,
2 iCanPay appears to be operating as an unlicensed Money Services Business engaged in Money
3 Transmission in violation of California and Federal law, and also appears to be violating Anti-
4 Money-Laundering (AML) laws.

5 **OVERVIEW OF THE PAYMENTS SYSTEM**
6 **AND THE ROLE OF ACQUIRING BANKS AND SERVICE PROVIDERS**

7 62. In order to accept payment cards from consumers for the purchase of their
8 Products, businesses such as Plaintiffs (referred to as “merchants” in the payment processing
9 industry) must first open a “merchant account” for payment processing services by entering a
10 “merchant agreement” with a member bank of MasterCard International, Inc., Visa USA, Inc.,
11 Discover Financial Services, LLC, American Express and/or other networks (collectively the
12 “Card Brands”). Such member banks have direct agreements with the Card Brands that enable
13 them to process payments made by holders of debit and credit cards (“payment cards”) issued by
14 the Card Brands to purchase goods and services from “merchants” that contract with such member
15 banks for merchant processing services. This process is called “acquiring” and the banks are often
16 referred to as “acquirers.”

17 63. Acquirers, in turn, may contract with various types of third party organizations as
18 service providers to provide certain types of processing related services to merchants under the
19 acquirer’s sponsorship with the Card Brands. For example, an acquirer may sponsor a Third Party
20 Service Provider (“Service Provider”) as an Independent Sales Organization (“ISO”) to solicit
21 merchants for payment processing services on its behalf (including application processing,
22 customer service and statement preparation not affording access to account data or transaction
23 data). However, ISOs are prohibited from contracting directly with a merchant without the
24 acquiring bank as a party to the contract, and are also prohibited from accessing or handling
25 merchant funds.

26 64. An acquiring bank may also sponsor a Service Provider as a Payment Facilitator to
27 facilitate the acquiring of transactions by the acquiring bank from “Submerchants” (MasterCard)

1 or "Sponsored Merchants" (Visa) (hereinafter "Submerchants") by having transactions submitted
2 directly to the Payment Facilitator by the Submerchant for forwarding to the acquiring bank.
3 Unlike an ISO, a Payment Facilitator may contract directly with merchants, without the acquiring
4 bank as a party to the contract, and may receive and access merchant funds in order to pay
5 Submerchants directly. Common examples of Payment Facilitators include PayPal, Stripe and
6 Square.

7 65. Both Visa and MasterCard alike maintain publically available lists of their
8 registered Service Providers (<https://www.visa.com/splisting/searchGrsp.do>;
9 [https://www.mastercard.us/content/mccom/en-us/merchants/start-accepting/payment-](https://www.mastercard.us/content/mccom/en-us/merchants/start-accepting/payment-facilitators.html/)
10 [facilitators.html/](https://www.mastercard.us/content/mccom/en-us/merchants/start-accepting/payment-facilitators.html/)). None of the iCanPay entities appears on these lists. Accordingly, Plaintiffs are
11 informed and believe and based thereon allege that the iCanPay entities are acting in direct
12 violation of Card Brand Rules by marketing the iCanPay Service and contracting with merchants
13 to provide Visa and MasterCard credit card processing services, without being properly registered
14 with the Card Brands to perform these services.

15 **THE ICANPAY MERCHANT AGREEMENT DOES NOT CONSTITUTE A VALID**
16 **AGREEMENT UNDER CARD BRAND RULES**

17 66. As discussed above, each of the Plaintiffs applied directly to CCL HK for payment
18 processing services through the iCanPay Website, and CCL HK entered into a substantively
19 identical "iCanPay Data, Logistics and Service Processing Agreement" with each of the Plaintiffs
20 to provide them with payment processing services for their online businesses. The iCanPay
21 Merchant Agreement violates Card Brand Rules in numerous material respects. Publicly available
22 links to the Card Brand Rules are as follows: Visa
23 (<https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf>) and MasterCard
24 (<https://www.mastercard.us/content/dam/mccom/global/documents/mastercard-rules.pdf>).

25 67. Card Brand Rules mandate that an acquiring bank have a direct contractual
26 relationship with each of its merchants. (See e.g., Visa Core Rule 1.5.2.1, MasterCard Rule 5.1.)
27 While the Card Brand Rules provide that an ISO or other Service Provider *may* be a party to the

1 Merchant Agreement, they provide that the acquirer *must* be a party to the Merchant Agreement,
2 and prohibit the Service Provider from entering a separate or other agreement with the merchant.
3 Card Brand Rules prohibit a Merchant Agreement from taking effect without approval by the
4 acquirer. (MasterCard Rule 7.6.1.)

5 68. The only exception to these rules is where the Service Provider is a Payment
6 Facilitator. In such cases, the Payment Facilitator may contract directly with the Submerchant,
7 without the acquirer as a party; provided, however, that the "Submerchant Agreement" must
8 conform to the Card Brand Rules pertaining to Merchant Agreements generally, and must, *inter*
9 *alia*, clearly and conspicuously identify the acquirer; disclose contact information of the acquirer
10 that the Submerchant may use to address questions and concerns; and reflect that the Payment
11 Facilitator is entering into the Submerchant Agreement on behalf of and as an agent of the
12 identified acquirer. (MasterCard Rule 7.8.1.)

13 69. None of the iCanPay entities is listed as a Payment Facilitator on the publicly
14 available lists of Visa and MasterCard Service Providers. Accordingly, Plaintiffs are informed and
15 believe and based thereon allege that CCL HK violated Card Brand Rules by entering into the
16 Merchant Agreement directly with each of the Plaintiffs, without any acquiring bank as a party.
17 CCL HK also violated Card Brand Rules by failing to provide any name or contract information
18 for the acquiring bank, failing to identify the acquiring bank at all (much less clearly and
19 conspicuously), and failing to identify itself as an agent of the acquiring bank. Given these
20 failures, CCL HK also violated Card Brand Rules prohibiting a Merchant Agreement from taking
21 effect without approval by the acquirer.

22 70. Card Brand Rules prohibit the Service Provider from having any access, directly or
23 indirectly, to any account for funds due to a merchant and/or funds withheld from a merchant for
24 chargebacks arising from, or related to, performance of a Merchant Agreement. Card Brand Rules
25 prohibit the acquirer from assigning, or otherwise transferring an obligation to pay or reimburse a
26 merchant arising from, or related to, performance of a Merchant Agreement to a Service Provider.
27 Card Brand Rules prohibit a Service Provider from subcontracting, sublicensing, assigning,

1 licensing, franchising, or in any manner extending or transferring to any third party, any right or
2 obligation of the Service Provider set forth in the Merchant Agreement. For example, MasterCard
3 Rule 7.3 provides that, "A Service Provider must not have access to any account for funds due to a
4 Merchant or withheld from a Merchant for chargebacks, with the exception of Payment
5 Facilitators, as set forth in Rule 7.8.2, "Obligations as Sponsor of Submerchants." A Customer
6 must not assign or transfer to a Service Provider an obligation to pay or reimburse a Merchant if
7 the obligation arises from Activity." Thus, while ISOs and other Service Providers may make
8 recommendations to the acquiring bank about how to handle merchant funds, the acquiring bank
9 must directly collect and control such funds. Card Brand Rules prohibit an acquirer from waiving,
10 forgiving, releasing, assigning, or failing to insist on strict performance of each of these
11 requirements. (MasterCard Rule 7.6.1)

71. The only exception is in the case of a Payment Facilitator. An acquirer may directly pay or credit a Payment Facilitator on behalf of a Submerchant; provided, however, that a Payment Facilitator *must* pay each Submerchant for all transactions the Payment Facilitator submits to its acquirer on the Submerchant's behalf, *which obligation is not discharged with regard to a transaction until the Submerchant receives payment from the Payment Facilitator, notwithstanding any payment arrangement between the Submerchant and the Payment Facilitator or between the Payment Facilitator and its acquirer.* (Visa Core Rule 1.5.8.2, MasterCard Rule 7.8.2)

72. Again, none of the iCanPay entities is listed as a Payment Facilitator on the publicly available lists of Visa and MasterCard Service Providers. Accordingly, Plaintiffs are informed and believe and based thereon allege that CCL HK violated Card Brand Rules by accessing and handling their merchant funds, and making payment to them directly rather than through the acquiring bank, and utilizing third parties, specifically including CCPay and PiroPay (as discussed below), to receive and forward merchant funds and reserves from the acquiring bank to iCanPay's control for distribution to the merchants. Indeed, the records in Plaintiffs' possession demonstrate that iCanPay submitted nearly \$1.5 million in Plaintiffs' sales transactions for

1 processing through the interchange system without any valid agreement in place between Plaintiffs
2 and the acquirer, and that PiroPay allegedly absconded with more than \$2.8 million in merchant
3 funds that it received from the acquiring bank pursuant to a “verbal contract” with CC CA to
4 collect and forward those funds to CC CA for distribution to iCanPay’s merchants.

5 **ICANPAY IS ALSO OPERATING IN VIOLATION OF CROSS-BORDER PROCESSING**
6 **RULES AND ENGAGING IN AN ILLEGAL TRANSACTION LAUNDERING**

7 73. Despite representing the lawfulness, legitimacy and transparency of the iCanPay
8 Service, and the vetting of iCanPay and its acquirers by Visa and MasterCard, iCanPay and its
9 acquirers are operating in blatant violation of Card Brand Rules against Cross-Border Processing.
10 For example, Card Brand Rules prohibit an acquirer from accepting or submitting transactions into
11 Interchange from merchants outside its jurisdiction. Card Brand Rules also prohibit Payment
12 Facilitators from contracting with a Submerchant that is outside the Country where the Payment
13 Facilitator and its acquirer are located. (Visa Core Rules 1.5.1.1). Here, by using an undisclosed
14 acquirer from Asia to process transactions from merchants in California, Europe and Canada, CCL
15 HK is operating in plain violation of these Cross-Border Processing rules.

16 74. iCanPay is also operating in plain violation of Card Brand Rules against transaction
17 laundering, which is also known as factoring or aggregation. In a “Confidential” August 2017
18 email personally from Kotaro to iCanPay’s ISOs, Kotaro wrote: “as most of you already know, we
19 just launched our 3DSv MID with a generous USD\$50 million per month cap. We are adjusting
20 filters with the acquiring Bank so we can achieve the high approval ratios that we demand from
21 our partners.” This is significant because this communication evidences the fact that iCanPay is
22 aggregating transactions from multiple merchants and submitting them through a single merchant
23 account, or Submerchant account, held in iCanPay’s or another merchant’s name, in order to
24 conceal the nature of its processing activity from the Card Brands. Hence, the USD\$50 million per
25 month volume-cap. This conduct violates numerous Card Brand Rules (*see, e.g.,* Visa Core Rules
26 1.10.1.3; 10.3.1.1; and 10.11.2.5; MasterCard Rules 5.12 and 7.8.2; *see also* MasterCard Rule 7.1,
27 describing Merchant Monitoring Program Service: “Detection of Transaction laundering and the

1 monitoring of related activity whereby a ~~SEP~~ Merchant or Submerchant processes Transactions on
2 behalf of another Merchant or Submerchant with whom the Acquirer or the Acquirer's Payment
3 Facilitator does not have a Merchant Agreement or Submerchant Agreement. Transaction
4 laundering is also referred to as factoring or Transaction aggregation." ~~SEP~~

5 75. iCanPay's conduct in aggregating and factoring transactions also violates a host of
6 U.S. Federal laws and regulations, including the Federal Trade Commission Act and the
7 Telemarketing Sales Rule. The Department of Treasury's Financial Crimes Enforcement Network
8 ("FinCEN") regards such factoring activities as a variation on money laundering. Depending on
9 the particular facts, such conduct may variously violate 18 U.S.C. § 1029 (factoring), 18 U.S.C. §
10 371 or § 1029(b)(2) (conspiracy), 18 U.S.C. § 1343 (wire fraud), or 18 U.S.C. § 1344 (bank
11 fraud). Maximum penalties range from 10-to-30-years, plus up to \$1,000,000, per offense.

12 COMCOMPIOUS CALIFORNIA SUES PIROPAY

13 76. As set forth above, iCanPay blamed its failure to pay the outstanding balance due
14 and owing to Zaanit, Green Religion and Spooky Zebra in connection with the Zaanit and Spooky
15 Zebra MIDs on the alleged theft of more than \$2.7 million in merchant funds by an unnamed PSP.
16 Again, in a July 19, 2017 email attached hereto as **Exhibit N**, iCanPay advised:

17 One of our bank network have been using a PSP (Agent) to distribute transactional funds
18 to us. If you would like to know more about the PSP, please contact us directly. It has
19 been almost a month since they have made any disbursements to us and they now owe us
20 over \$2,700,000. Our attorneys have sent them a formal legal demand for payment on
21 July 14th and awaiting their response hoping for an amicable resolution on this matter,
22 but it now seems we will have to pursue full legal remedies.

23 And, in a November 1, 2017 email attached hereto as **Exhibit O**, iCanPay stated: "As you know,
24 we sent an email to your ISO explaining the circumstances. That a rogue agent nefariously took
25 your/our processing proceeds."

26 77. For the reasons set forth above, these emails constitute a judicial admission
27 regarding iCanPay's blatant violation of Card Brand Rules in connection with the merchant
28 processing services provided to Plaintiffs because they demonstrate that iCanPay and its acquiring
bank were improperly delegating payment obligations to third parties, and that iCanPay was

1 accessing and handling merchant funds for payment to the merchants. But, as the following
2 demonstrates, that's not all.

3 78. On or about August 1, 2017, CC CA filed suit in Florida against an individual
4 named, Jonathan Dardashti, doing business under the fictitious name "PiroPay," and his
5 companies Goldar Marketing LLC, Intermotech, Inc. and Capitol Technologies, LLC (collectively
6 "PiroPay") for PiroPay's alleged conversion of \$2,830,646.74 due and owed to CC CA. A true
7 and correct copy of the complaint in that action (hereinafter, the "PiroPay Complaint") is attached
8 hereto as **Exhibit R** and incorporated herein by this reference as though set forth in full.

9 79. As set forth in paragraphs 12 through 18 of the PiroPay Complaint, CC CA alleged
10 that:

11 12. Plaintiff entered into a verbal agreement with Defendant Dardashti wherein Dardashti
12 would serve as a third-party payment processor for transactions associated with
13 Plaintiff's merchant customers (hereinafter "Merchants"). Dardashti was obligated to
14 process the payments owed to Plaintiff's Merchants, withdraw his fees from the
15 payments made and then transfer the payments to Plaintiff, for distribution to its
16 Merchants. Per the agreement, Plaintiff was entitled to receive a commission on each
17 transaction. The funds earmarked for payment to Merchants are referred to as "Merchant
18 Fees" while the funds to be paid to Plaintiff are referred to as "Commissions."

19 13. The agreement between Plaintiff and Defendant Dardashti also called for a "Rolling
20 Reserve" fund to be maintained by Defendant Dardashti to provide security for the
21 processing account.

22 14. Defendant Dardashti performed his obligations under the verbal agreement for
23 several months until late June 2017 when he ceased communicating with Plaintiff, and
24 failed to transmit any further Merchant Fees and Commissions owed.

25 15. Plaintiff made repeated demands for payment of Merchant Fees and Commissions,
26 and return of the Rolling Reserve, all of which have been ignored.

27 16. Defendant Dardashti has intentionally converted Plaintiff's property in the form of
28 Merchant Fees, Commissions, and Rolling Reserve by depriving Plaintiff of possession
thereof, and refusing to transfer the property after demand therefor.

17. Defendant Dardashti operates his payment processing business through various alter-
ego corporate entities including Defendants Goldar, Intermotech, and Capitol, through
which payments under the agreement were made to Plaintiff. These corporate entities
were essentially nonexistent; Defendant Dardashti was an alter ego of the entities; the
entities were used for an improper purpose of converting Plaintiff's property; and the
improper use of the entities caused injury to the Plaintiff.

1 18. Defendants have conspired to convert the Merchant Fees and Commissions owed to
2 Plaintiff by concealing and/or misdirecting such funds to other entities or accounts.

3 80. Based on this conduct, CC CA alleges that Defendant Dardashti converted a total
4 of \$1,966,228.19 in Merchant Fees and Commissions, and a Rolling Reserve in the amount of
5 \$864,418.55, for a total of \$2,830,646.74 that is due with interest since July 14, 2017.

6 81. The PiroPay Complaint further establishes that iCanPay was operating in blatant
7 violation of the payments system, specifically including the California Money Transmission Act.
8 It bears emphasis that *iCanPay contracted with each of the Plaintiffs through CCL HK*.
9 Nonetheless, *CC CA entered into a verbal agreement* with PiroPay to move Plaintiffs' funds from
10 an undisclosed acquiring bank in Asia into several domestic bank accounts held in the names of
11 "essentially nonexistent" US companies, operating as mere alter egos of Dardashti, for forwarding
12 to CC CA for deposit into Plaintiffs' bank accounts in Europe via wire transfer. In addition to
13 violating Card Brand Rules, this conduct violates Anti-Money Laundering laws, including but not
14 limited to 18 U.S.C. §§ 1956 and 1957, and California Financial Code §§ 2000 - 2176.

15 **ICANPAY IS ACTING AS A UNLICENSED MONEY TRANSMITTER**
16 **IN VIOLATION OF CALIFORNIA LAW**

17 82. CC CA's own allegations in the PiroPay Complaint demonstrate that CC CA was
18 acting as an unlicensed money transmitter in violation of California law, as embodied in California
19 Financial Code §§2000 – 2176 (the "Money Transmission Act").

20 83. In enacting the Money Transmission Act, the California Legislature found and
21 declared that: (a) Money transmission businesses conduct a significant amount of business in this
22 state and technological advances are occurring in the provision of money transmission services,
23 which have expanded money transmission to include the use of mobile applications, alternative
24 point of sale systems, and other consumer payment systems. (b) Persons who use money
25 transmission businesses in this state use those businesses for, among other purposes, paying for
26 the necessities of life and transmitting money to family members. (c) The failure of money
27 transmission businesses to fulfill their obligations would cause loss to consumers, disrupt the
28 payments mechanism in this state, undermine public confidence in financial institutions doing

1 business in this state, and adversely affect the health, safety, and general welfare of persons in this
2 state. (d) To protect the interests of consumers of money transmission businesses in this state, to
3 maintain public confidence in financial institutions doing business in this state, and to preserve the
4 health, safety, and general welfare of the people of this state, it is necessary to regulate money
5 transmission businesses in this state. Accordingly, the Legislature intended that the provisions of
6 the Money Transmission Act would protect the interests of persons in this state who use money
7 transmission services, provide for the safe and sound conduct of the business of licensees, and
8 maintain public confidence in licensees. *See California Financial Code §§ 2001, 2002.*

9 84. California Financial Code § 2030(a) states: "A person shall not engage in the
10 business of money transmission in this state, or advertise, solicit, or hold itself out as providing
11 money transmission in this state, unless the person is licensed or exempt from licensure under this
12 division or is an agent of a person licensed or exempt from licensure under this division."
13 §2003(q) defines "money transmission" as "receiving money for transmission," which subsection
14 (u), in turn, defines as "receiving money or monetary value in the United States for transmission
15 within or outside the United States by electronic or other means."

16 85. California Financial Code § 2052(b) provides that, "A person that knowingly
17 engages in an activity for which a license is required under this division without being licensed or
18 exempt from licensure under this division is guilty of a felony."

19 86. California maintains a publically available directory of licensed money transmitters
20 (http://www.dbo.ca.gov/Licensees/money_transmitters/money_transmitters_directory.asp). None
21 of the iCanPay entities appears on this list. Moreover, none of the iCanPay entities qualifies for an
22 exemption from licensure under the California Money Transmission Act.

23 87. Again, CC CA admits that it entered into a verbal contract with PiroPay to receive
24 the proceeds of Plaintiffs' processing relationship with CCL HK and forward those funds to CC
25 CA for distribution to Plaintiffs and other merchants via wire transfer. Moreover, Green Religion's
26 bank records demonstrate that it received at least one of the payments due under its Merchant
27 Agreement with CCL HK from a "Comcopious Limited" bank account with a California private
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1 residence address listed on the payment reference: 16841 Bollinger Drive, Pacific Palisades, CA,
2 which Plaintiffs are informed and believe and based thereon allege is a known residence address /
3 former residence address of Defendant Kotaro.

4 88. Thus, by receiving funds in California for transmission to Europe, iCanPay
5 (specifically including CC CA and/or ICP CA) violated the California Money Transmission Act.

6 **CCL HK SIGNED EACH OF THE ICANPAY MERCHANT AGREEMENTS**
7 **UNDER A FAKE NAME USING A FORMER DIRECTOR'S SIGNATURE**

8 89. Defendants' fraudulent intent is also evidenced by the fact that the iCanPay
9 Merchant Agreements and Appendices entered between CCL HK, on the one hand, and Plaintiffs,
10 on the other hand, are each signed by "Kaelem Shadeh" in his purported capacity as Director on
11 behalf of CCL HK. Attached hereto as **Exhibit S**, however, is a true and correct copy of the Hong
12 Kong Companies Registry search results for CCL HK's "Director Particulars," which indicate that
13 Defendant Kotaro Shimogori was appointed as CCL HK's sole director on August 8, 2017.
14 Attached hereto as **Exhibit T** is a true and correct copy of the Hong Kong Companies Registry
15 Notice of Change of Company Secretary and Director (Appointment / Cessation) for CCL HK,
16 dated August 18, 2017, showing that Defendant Kotaro Shimogori replaced Shah Imraul Kaesh
17 of Bangladesh as CCL HK's sole director on that same date. Moreover, a review of the corporate
18 filings for CCL HK reveal that no person named "Kaelem Shadeh" has ever held the position of
19 Director for CCL HK.

20 90. Indeed, it appears that "Kaelem Shadeh" is merely an assumed name of Shah
21 Imraul Kaesh. This is clear from a comparison of the signature on the iCanPay Merchant
22 Agreements and Appendices, attached as **Exhibits F** through **K** hereto, and Shah Imraul Kaesh's
23 signature on the Hong Kong Companies Registry Notice of Change of Company Secretary and
24 Director (Appointment / Cessation) form, dated May 26, 2011, appointing Shah Imraul Kaesh as
25 Director of CCL HK under its former name, TechnoUnicorn, Limited, a true and correct copy of
26 which is attached hereto as **Exhibit U** and incorporated herein by this reference as though set forth
27 in full, as excerpted below:

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簽署 Signed :

姓名 Name :

SHAH IMRAUL KAEESH

日期 Date :

26/05/2011

董事 Director / 秘書 Secretary *

日 DD / 月 MM / 年 YYYY

*請刪去不適用者 Delete whichever does not apply

COMCOPIOUS LIMITED

Full Name of Signer:

Kaelem Shadeh

Title: Director

Date: 09/12/2017

91. This is not surprising given the fact that Plaintiffs' investigation has also revealed that CCL HK's former director, Shah Imraul Kaeesh, has used at least three different passport numbers on Hong Kong Companies Registry Documents since 2011. Mr. Kaeesh also appears on UK Companies House documents as a former director of CCL UK.

92. Notwithstanding the fact that the iCanPay Merchant Agreements and Appendices bear Mr. Kaeesh's signature under the assumed name "Kaelem Shadeh," none of the Plaintiffs ever had any dealings with Mr. Kaeesh or any individual identifying himself as "Kaelem Shadeh." Instead, Plaintiffs dealt directly with Defendant Kotaro, who often uses the screen name "Bruce Lee (of the iCanPay Support Team)" to communicate with iCanPay's merchant clients, and it was Defendant Kotaro who provided Plaintiffs with the iCanPay Merchant Agreements and Appendices signed by "Kaelem Shadeh." The logical conclusion is that Defendant Kotaro knew about, directed and ratified Defendants' fraudulent behavior in having CCL HK's former director sign the agreements under an assumed name in a bald-faced attempt to avoid personal liability to Plaintiffs.

FORUM SELECTION CLAUSE

93. Enforcement of the Forum Selection Clause would be unreasonable and unjust in this case for a number of reasons. Defendants are engaged in a fraudulent scheme to steal

1 merchant funds, and have structured the iCanPay Merchant Agreement and corporate operations in
2 a manner designed to avoid liability to Plaintiffs for their conduct. Defendants conduct iCanPay's
3 operations through a network of undisclosed companies, including CCL HK's California-based
4 subsidiaries, CC CA and ICP CA, and CCL HK's UK-based subsidiaries, CCL UK and ICP UK,
5 and merely designate CCL HK as the contracting party as a basis for advancing the Hong Kong
6 Forum Selection Clause in order to make recourse to the courts cost-prohibitive and inaccessible
7 to their merchant victims based in Europe and North America.

8 94. Again, the evidence demonstrates that, despite using the CCL HK entity to contract
9 with each of the Plaintiffs, iCanPay used CC CA and/or ICP CA to provide iCanPay's essential
10 obligations due to Plaintiffs under the iCanPay Merchant Agreement in connection with the
11 iCanPay Service. The fact that iCanPay has taken the position in writing and in court documents
12 that it was unable to make payments to Zaanit, Green Religion and Spooky Zebra because PiroPay
13 breached a verbal contract with CC CA to receive Plaintiffs' processing proceeds from the
14 acquiring bank, maintain the Rolling Reserve, and forward the proceeds to CC CA for distribution
15 to Plaintiffs under their iCanPay Merchant Agreements with CCL HK demonstrate that CC CA
16 was integrally involved in iCanPay's performance of these contracts in its capacity as unlicensed
17 money transmitter. Indeed, by iCanPay's own judicial admissions, iCanPay's ability to perform its
18 obligations under the iCanPay Merchant Agreements depended on CC CA's services as an
19 unlicensed money transmitter. iCanPay performed its payment obligations to Zaanit, Green
20 Religion and Spooky Zebra by using CC CA to receive money for transmission until PiroPay
21 allegedly converted \$2.8 million in processing proceeds, which included the entirety of Plaintiffs'
22 processing proceeds under the Zaanit and Spooky Zebra MIDs from approximately mid-June 2017
23 forward through the end of processing.

24 95. California Civil Code § 3513 provides that, "Any one may waive the advantage of
25 a law intended solely for his benefit. But a law established for a public reason cannot be
26 contravened by a private agreement." As California Financial Code §§ 2001 and 2002 make clear,
27 the California Legislature enacted the Money Transmission Act for the public reason of protecting

1 the public against the failure of money transmission businesses to fulfill their obligations and the
2 associated risk of loss to consumers, disruption of the payments mechanism in this state,
3 diminution of public confidence in financial institutions doing business in this state, and risk of
4 injury to the health, safety, and general welfare of persons in this state. Accordingly, none of the
5 Plaintiffs in this case may be deemed to have waived the protections of the California Money
6 Transmission Act, and the Court should refuse to enforce the Forum Selection Clause in this case
7 on the grounds that it would violate a strong California public policy to protect the public from the
8 risks associated with unlicensed money transmission, especially here where it appears that
9 iCanPay's conduct also violates federal AML laws.

10 96. The evidence also demonstrates that CCL HK committed fraud in the execution
11 with respect to the Forum Selection Clause. As demonstrated by iCanPay's own marketing
12 materials and emails to Plaintiffs, iCanPay promotes itself as providing a fully legal, legitimate,
13 sustainable and transparent solution to legal marijuana merchants doing business in the Cannabis
14 Industry. Moreover, as expressly alleged above, Defendant Kotaro also specifically represented to
15 Life-FX's principal, Alex Gierczyk that, iCanPay structured its processing agreements through the
16 parent company, CCL HK, and designated Hong Kong choice of law and forum to ensure the
17 legality of the solution and avoid potential issues under U.S. law. Yet the manner in which
18 iCanPay structured the distribution of funds related to Plaintiffs' credit card processing activity
19 directly violates California law regarding money transmission activities conducted by unlicensed
20 Money Services Businesses, and U.S. federal laws against factoring, credit card laundering and
21 money laundering. Thus, in fact, iCanPay's designation of Hong Kong choice of law and forum
22 appears calculated to avoid accountability for conduct prohibited under California and U.S. law
23 and avoid detection of the unlawful nature of the iCanPay Service. For these reasons, application
24 of the Hong Kong choice of law and forum selection provisions would deprive Plaintiffs of the
25 benefits and protections of the law regarding these matters rather than ensuring the so-called
26 legality of the solution, and iCanPay's representations to Plaintiffs that the designation of Hong
27 Kong, China choice of law and forum was for their benefit and protection were knowingly false

1 when made, and designed to conceal the true nature and purpose of the Forum Selection Clause.

2 97. Enforcement of the Forum Selection Clause would also be unreasonable in this
3 case because the Hong Kong Courts do not have personal jurisdiction over CC CA and/or ICP CA,
4 both of which are key Defendants with respect to Plaintiffs' claims. The lack of jurisdiction over
5 CC CA and/or ICP CA mean that it is unlikely that a Hong Kong Court would be able to
6 accomplish substantial justice in this case. Moreover, the circumstances in this case suggest that
7 iCanPay designated CCL HK as the contracting party and Hong Kong as the exclusive forum in
8 order to thwart Plaintiffs' ability to litigate -- even though CC CA and/or ICP CA were performing
9 iCanPay's essential obligations due to Plaintiffs under the iCanPay Merchant Agreement in
10 connection with the iCanPay Service by collecting and distributing the proceeds of Plaintiffs'
11 processing activity from here in California. For these reasons, enforcement of the Forum Selection
12 Clause would be unreasonable here. *See, e.g. Cal-State Business Products & Services, Inc. v.*
13 *Ricoh* (1993) 12 Cal.App.4th 1666, 1671, 1673.

14 98. In California, whether a forum selection clause applies to tort claims depends on
15 whether resolution of the claims relates to interpretation of the contract. *Bancomer, S.A. v.*
16 *Superior Court* (1996) 44 Cal.App.4th 1450, 1461. Here, Plaintiffs allege that Defendants
17 fraudulently induced them to enter into the iCanPay Merchant Agreement. This offending conduct
18 preceded formation of the iCanPay Merchant Agreement. CC CA, ICP CA and Kotaro are not
19 parties to the iCanPay Merchant Agreement and converted Plaintiffs' funds without any
20 contractual right to access such funds in the first place. Moreover, the amount of Plaintiffs' funds
21 converted by Defendants is clearly stated in merchant account records, has been acknowledged in
22 writing by Defendants, and does not require consideration of the parties' performance under the
23 iCanPay Merchant Agreement. Accordingly, Plaintiffs' claims against CC CA, ICP CA and
24 Kotaro do not fall within the scope of the Forum Selection Clause.

25 99. Finally, the iCanPay Merchant Agreement should be deemed void as against public
26 policy. In California, a contract is unenforceable on public policy grounds if "legislation provides
27 that it is unenforceable or the interest in its enforcement is clearly outweighed in the circumstances

1 by a public policy against the enforcement of such terms.” *Bovard v. American Horse Enterprises,*
2 *Inc.* (1988) 201 Cal.App.3d 832, 840. There is no requirement that a contract violate an express
3 mandate of a statute before it may be declared void as contrary to public policy. *Altschul v. Sable*
4 (1978) 83 Cal.App.3d 153, 162. Here, iCanPay structured the iCanPay Merchant Agreement to
5 conceal and facilitate CC CA’s unlawful conduct as an unlicensed money transmitter. Indeed, by
6 iCanPay’s own admissions, iCanPay’s ability to perform its obligations under the iCanPay
7 Merchant Agreements depended on CC CA’s services as an unlicensed money transmitter, and
8 those unlawful services formed an integral part of iCanPay’s actual performance of the iCanPay
9 Merchant Agreement with respect to Zaanit, Green Religion and Spooky Zebra. Thus, California’s
10 public policy against unlicensed money transmission is directly implicated by iCanPay’s unlawful
11 money transmission services in connection with the iCanPay Merchant Agreement.

12 100. And, notwithstanding iCanPay’s express representations to each of the Plaintiffs
13 regarding the legality, lawfulness, reliability and transparency of the iCanPay Service, Kotaro’s
14 own admissions regarding iCanPay’s launching of the “3DSv MID with a generous USD\$50
15 million per month cap” also tend to show that, in order to provide the iCanPay Service contracted
16 for by each of the Plaintiffs by entering into the iCanPay Merchant Agreement, iCanPay was
17 illegally aggregating, laundering and/or factoring Plaintiffs’ credit card transactions in violation of
18 the Federal Trade Commission Act, and a host of Federal laws, including 18 U.S.C. § 1029
19 (factoring), 18 U.S.C. § 371 or § 1029(b)(2) (conspiracy), 18 U.S.C. § 1343 (wire fraud), or 18
20 U.S.C. § 1344 (bank fraud). Thus, iCanPay tricked Plaintiffs into entering the iCanPay Merchant
21 Agreement in furtherance of iCanPay’s own illegal activities. As a result, this Court should deem
22 the iCanPay Merchant Agreement void as against public policy.

23 101. Given the foregoing, Plaintiffs are informed and believe and based thereon allege
24 that Defendants are involved in an ongoing conspiracy to defraud California businesses and other
25 merchant customers by falsely representing the legitimacy and reliability of the iCanPay Service
26 and iCanPay’s ability to board merchants engaged in high risk verticals (such as medical
27 marijuana, CBD, nootropics and nutraceuticals) in a fully legal, legitimate and transparent manner

1 with the knowledge and approval of the acquiring bank in order to trick such merchants into
2 executing the iCanPay Merchant Agreement to open merchant accounts and begin processing.
3 Rather than paying such merchants the legitimate proceeds of their processing activity, however,
4 iCanPay fabricates an excuse for not paying – such as the acquiring bank froze the merchant
5 account and funds due to another merchant's illegitimate activities, or another party defrauded
6 iCanPay and stole the funds – and then invents non-existent chargebacks, and other fees, fines or
7 penalties, to drain the unpaid funds.

8 102. iCanPay does this with comfort knowing that the Forum Selection Clause contained
9 in the iCanPay Merchant Agreement, combined with the complicated web of companies involved
10 in the scheme, the amounts at issue, and the nature of the underlying processing activity (i.e.
11 merchants operating in high risk verticals occupying grey areas of the law) will effectively
12 dissuade the vast majority of merchant businesses from initiating suit to recover their stolen funds
13 by making the prospects of a lawsuit extremely unattractive and cost-prohibitive, and shielding
14 CC CA and ICP CA from the Court jurisdiction and thereby insulating them from liability. Each
15 of these factors is a key part of the iCanPay scheme.

16 **FIRST CAUSE OF ACTION**

17 **FRAUD**

18 (By Plaintiffs Against all Defendants)

19 103. Plaintiffs hereby restate and incorporate the allegations contained in each of the
20 foregoing Paragraphs of this Complaint as though set forth in full.

21 104. iCanPay represented to each of the Plaintiffs that the iCanPay Service is a fully
22 legal, legitimate, reliable and transparent credit card processing solution for merchants involved in
23 the Cannabis Industry and other high-risk verticals, including the marketing of biochemical
24 compounds, which complies with Card Brand Rules and applicable law. iCanPay made these
25 representations to Plaintiffs via the iCanPay Website, the iCanPay application materials, the
26 iCanPay Merchant Agreement, oral statements of iCanPay representatives and sales agents,
27 including but not limited to Kotaro, and emails and other written statements of iCanPay

1 representatives and sales agents.

2 105. These representations were false, and Kotaro and each of iCanPay's other
3 representatives and sales agents knew these representations were false when made, or made such
4 representations recklessly and without regard for the truth because, at all relevant times, iCanPay's
5 business practices failed to comply with Card Brand Rules and applicable law, specifically
6 including California law and U.S. Federal law, in numerous material respects.

7 106. iCanPay also made a number of false representations to Body Action and Life-FX
8 regarding its past failure to pay merchants. Specifically, in December 2017, Defendant Kotaro had
9 a series of extended telephone conversations with Life-FX's president, Alex Gierczyk, regarding
10 the iCanPay Service. Defendant Kotaro represented that the negative online reviews encountered
11 by Mr. Gierczyk regarding iCanPay's dishonesty and failure to pay its merchants resulted from an
12 isolated incident of theft by a third party of approximately \$2 million in merchant funds, and that
13 iCanPay was faithfully repaying those merchants. Defendant Kotaro also represented that
14 iCanPay's domestic subsidiaries would facilitate the provision of the iCanPay Service to Life-FX,
15 and that the presence of the domestic subsidiaries distinguished iCanPay from other "offshore"
16 solutions and evidenced iCanPay's accountability to its merchant customers.

17 107. iCanPay's representatives also repeatedly assured Body Action's CEO, Andrew
18 Kidd, regarding the legitimacy and reliability of the iCanPay Service, and iCanPay's established
19 track record of satisfying its payment obligations to merchants, in a series of chats and voice calls
20 in September 2017.

21 108. These representations were false, and Defendant Kotaro and other iCanPay
22 representatives made these representations knowing they were false, because iCanPay entered into
23 the underlying merchant relationships with the intention to defraud the merchants, invented false
24 excuses for not paying the merchants, and wrongfully converted the merchant funds for iCanPay's
25 own use and benefit rather than paying such amounts to the merchants, notwithstanding their
26 status as the rightful owners of such funds. Likewise, iCanPay created its international web of
27 companies in order to confuse merchants and evade accountability in furtherance of its fraudulent

1 scheme.

2 109. Kotaro and each of iCanPay's other representatives and sales agents intended that
3 Plaintiffs would rely on these representations regarding the legality, legitimacy, reliability and
4 transparency of the iCanPay Service in deciding to do business with iCanPay and enter the
5 iCanPay Merchant Agreement. Defendant Kotaro and other iCanPay representatives intended to
6 deceive Plaintiffs regarding these matters and induce Plaintiffs' reliance on these representations
7 in order to trick Plaintiffs into signing the iCanPay Merchant Agreement, opening a merchant
8 account, and processing transactions through the iCanPay Service so that iCanPay could gain
9 control over Plaintiffs' funds.

10 110. Plaintiffs reasonably relied on iCanPay's representations regarding the reliability,
11 legitimacy, transparency and lawfulness of the iCanPay Service, and iCanPay's proven track
12 record of paying its merchants, in deciding to do business with iCanPay and enter the iCanPay
13 Merchant Agreement.

14 111. Each of the Plaintiffs was harmed, and Plaintiffs' reliance on iCanPay's
15 representations regarding the legality, legitimacy, reliability and transparency of the iCanPay
16 Service was a substantial factor in that harm because Plaintiffs would never have done business
17 with iCanPay, and allowed iCanPay to gain control of Plaintiffs' funds, if Plaintiffs had known
18 that iCanPay was operating in plain violation of Card Brand Rules and applicable law, including
19 California law and U.S. Federal law, and allowing undisclosed third parties to control Plaintiffs'
20 funds without any protections in place.

21 112. Plaintiffs suffered no less than \$841,000 in direct damages as a direct and
22 proximate result of Defendants' fraud. Defendants' fraud also deprived Body Action of necessary
23 working capital, thereby forcing Body Action to close its doors for a period of time as a direct and
24 proximate result of Defendants' fraud, and suffer additional damages in an amount to be proved at
25 trial.

26 113. Defendants' wrongful acts as described herein were intentional, malicious,
27 oppressive and fraudulent, and were committed with reckless disregard of harm to Plaintiffs, in

1 willful and conscious disregard of Plaintiffs' rights, such that Plaintiffs are entitled to recover
2 punitive and exemplary damages against Defendants in an amount that is sufficient and
3 appropriate to punish Defendants, as well as to deter them from committing similar acts in the
4 future.

5 **SECOND CAUSE OF ACTION**

6 **CONVERSION**

7 (By Plaintiffs Against All Defendants)

8 114. Plaintiffs hereby restate and incorporate the allegations contained in each of the
9 foregoing Paragraphs of this Complaint as though set forth in full

10 115. Defendants, both directly and through Doe Defendants, have intentionally and
11 substantially interfered with Plaintiffs' ownership rights in no less than \$841,000 as follows:
12 \$145,310 due and owing to Zaanit, \$426,536 due and owing to Green Religion, \$85,000 due and
13 owing to Spooky Zebra, \$80,000 due and owing to Body Action, and \$105,000 due and owing to
14 Life-FX.

15 116. Defendants have acknowledged Plaintiffs' rights to these funds in writing, via the
16 iCanPay dashboard, and in emails to Plaintiffs. Defendants' own admissions demonstrate that
17 CCL HK allowed other parties, including CCPay, PiroPay and CC CA, to access and control
18 Plaintiffs' funds without Plaintiffs' knowledge or consent.

19 117. iCanPay, both directly and through Doe Defendants, has intentionally and
20 substantially interfered with Plaintiffs' right to possession of these funds in the amount of no less
21 than \$841,000, without Plaintiffs' consent, by wrongfully acquiring and retaining possession of
22 said funds, and wrongfully refusing to transfer such funds into Plaintiffs' rightful possession.

23 118. Plaintiffs made repeated demands for payment of those funds from iCanPay, all of
24 which rightfully belong to Plaintiffs. However, Defendants ignored those demands and wrongfully
25 refused to pay those funds to Plaintiffs.

26 119. Defendants' conduct in wrongfully concealing, diverting and withholding such
27 amounts is part of an unlawful scheme designed by Defendants to defraud unsuspecting merchants

1 like Plaintiffs, and Plaintiffs have been damaged in the amount of no less than \$841,000 by such
2 conduct as shall be revealed by discovery in this action.

3 120. As a proximate result of said conduct, Plaintiffs have suffered and continue to
4 suffer damages in an amount to be proven at trial.

5 121. Defendants' wrongful acts as described herein were intentional, malicious,
6 oppressive and fraudulent, and were committed with reckless disregard of harm to Plaintiffs, in
7 willful and conscious disregard of Plaintiffs' rights, such that Plaintiffs are entitled to recover
8 punitive and exemplary damages against Defendants in an amount that is sufficient and
9 appropriate to punish Defendants, as well as to deter them from committing similar acts in the
10 future.

11 **THIRD CAUSE OF ACTION**

12 **MONEY HAD AND RECEIVED**

13 (By Plaintiffs Against all Defendants)

14 122. Plaintiffs hereby restate and incorporate the allegations contained in each of the
15 foregoing Paragraphs of this Complaint as though set forth in full.

16 123. Defendants received no less than \$841,000 in funds due and owing to Plaintiffs as a
17 result of Plaintiffs' processing activity through the iCanPay Service.

18 124. While no less than \$841,000 was paid to Defendants for the benefit of Plaintiffs,
19 Defendants have wrongfully concealed and refused to pay these amounts to Plaintiffs.

20 125. As a result, Plaintiffs are entitled to a return of no less than \$841,000, plus any
21 additional amounts that discovery reveals Defendants have wrongfully retained and withheld from
22 Plaintiffs.

23 **FOURTH CAUSE OF ACTION**

24 **VIOLATION OF PENAL CODE § 496**

25 (By Plaintiffs Against all Defendants)

26 126. Plaintiffs hereby restate and incorporate the allegations contained in each of the
27 foregoing Paragraphs of this Complaint as though set forth in full.

127. As set forth above, at least \$841,000 was stolen from Plaintiffs.

128. Defendants received, concealed or withheld the stolen property or aided in receiving, concealing or withholding the stolen property from Plaintiffs with knowledge of their actions.

129. As a result of the foregoing, Plaintiffs have been damaged and are entitled to recover three times the amount of their actual damages in addition to reasonable attorneys' fees.

FIFTH CAUSE OF ACTION

BREACH OF CONTRACT

(By Plaintiff Zaanit Against CCL HK)

130. Plaintiffs hereby restate and incorporate the allegations contained in each of the foregoing Paragraphs of this Complaint as though set forth in full.

131. On or about March 1, 2017, Plaintiff Zaanit entered into the iCanPay Merchant Agreement and Appendix with CCL HK, a true and correct copy of which is attached hereto as **Exhibit F**.

132. Between March 2017 and July 2017, Zaanit processed a high volume of sales transactions through the iCanPay Service, including no less than \$450,000 through the AMS MID, and \$760,000 through the IGLM MID.

133. CCL HK breached its obligations to Zaanit by failing to pay no less than \$145,310 due and owing on the AMS MID, and \$426,536 due and owing on the IGLM MID, pursuant to the terms of the iCanPay Merchant Agreement.

134. Zaanit has performed all obligations owed to CCL HK in connection with the iCanPay Merchant Agreement, except for such obligations that Zaanit has been excused or prevented from performing by virtue of Defendants' conduct.

135. As a direct and proximate result of CCL HK's breaches of the iCanPay Merchant Agreement, Zaanit has suffered damages of no less than \$571,846, which reflects the net sales proceeds of Zaanit's processing activity to which Zaanit is clearly entitled. Zaanit has therefore been damaged in an amount to be proved at time of trial but in no event less than \$571,846, all of

1 which is readily and clearly ascertainable.

2 **SIXTH CAUSE OF ACTION**

3 **BREACH OF CONTRACT**

4 (By Plaintiff Spooky Zebra Against CCL HK)

5 136. Plaintiffs hereby restate and incorporate the allegations contained in each of the
6 foregoing Paragraphs of this Complaint as though set forth in full.

7 137. On or about April 4, 2017, Plaintiff Spooky Zebra entered into the iCanPay
8 Merchant Agreement and Appendix with CCL HK, a true and correct copy of which is attached
9 hereto as **Exhibit G**.

10 138. Between April 4, 2017 and July 2017, Spooky Zebra processed a high volume of
11 sales transactions through the iCanPay Service.

12 139. CCL HK breached its obligations to Spooky Zebra by failing to pay Spooky Zebra
13 no less than \$85,000 due and owing to Spooky Zebra based on its processing activity and the
14 terms of the iCanPay Merchant Agreement.

15 140. Spooky Zebra has performed all obligations owed to CCL HK in connection with
16 the iCanPay Merchant Agreement, except for such obligations that Spooky Zebra has been
17 excused or prevented from performing by virtue of Defendants' conduct.

18 141. As a direct and proximate result of CCL HK's breaches of the iCanPay Merchant
19 Agreement, Spooky Zebra has suffered damages of no less than \$85,000, which reflects the net
20 sales proceeds of Spooky Zebra's processing activity to which Spooky Zebra is clearly entitled.
21 Spooky Zebra has therefore been damaged in an amount to be proved at time of trial but in no
22 event less than \$85,000, all of which is readily and clearly ascertainable

23 **SEVENTH CAUSE OF ACTION**

24 **BREACH OF CONTRACT**

25 (By Plaintiff Body Action Against CCL HK)

26 142. Plaintiffs hereby restate and incorporate the allegations contained in each of the
27 foregoing Paragraphs of this Complaint as though set forth in full.

143. On or about September 12, 2017, Plaintiff Body Action entered into the iCanPay Merchant Agreement and Appendix with CCL HK, a true and correct copy of which is attached hereto as **Exhibits H and K** respectively.

144. Between September 12 and early October 2017, Body Action processed a high volume of sales transactions through the iCanPay Service.

145. CCL HK breached its obligations to Body Action by failing to pay Body Action no less than \$80,000 due and owing to Body Action based on its processing activity and the terms of the iCanPay Merchant Agreement.

146. Body Action has performed all obligations owed to CCL HK in connection with the iCanPay Merchant Agreement, except for such obligations that Body Action has been excused or prevented from performing by virtue of Defendants' conduct.

147. As a direct and proximate result of CCL HK's breaches of the iCanPay Merchant Agreement, Body Action has suffered damages of no less than \$80,000, which reflects the net sales proceeds of Body Action's processing activity to which Body Action is clearly entitled. Body Action has therefore been damaged in an amount to be proved at time of trial but in no event less than \$80,000, all of which is readily and clearly ascertainable.

EIGHTH CAUSE OF ACTION

BREACH OF CONTRACT

(By Plaintiff Life-FX Against CCL HK)

148. Plaintiffs hereby restate and incorporate the allegations contained in each of the foregoing Paragraphs of this Complaint as though set forth in full.

149. On or about December 14, 2017, Plaintiff Life-FX entered into the iCanPay Merchant Agreement and Appendix with CCL HK, a true and correct copy of which is attached hereto as **Exhibit I** and **J** respectively.

150. Between December 14, 2017 and the end of February 2018, Life-FX processed a high volume of sales transactions through the iCanPay Service.

151. CCL HK breached its obligations to Life-FX by failing to pay Life-FX no less than

1 \$105,000 due and owing to Life-FX based on Life-FX's processing activity and the terms of the
2 iCanPay Merchant Agreement.

3 152. Life-FX has performed all obligations owed to CCL HK in connection with the
4 iCanPay Merchant Agreement, except for such obligations that Life-FX has been excused or
5 prevented from performing by virtue of Defendants' conduct.

6 153. As a direct and proximate result of CCL HK's breaches of the iCanPay Merchant
7 Agreement, Life-FX has suffered damages of no less than \$105,000, which reflects the net sales
8 proceeds of Life-FX's processing activity to which Life-FX is clearly entitled. Life-FX has
9 therefore been damaged in an amount to be proved at time of trial but in no event less than
10 \$105,000, all of which is readily and clearly ascertainable.

11 **NINTH CAUSE OF ACTION**

12 **BREACH OF IMPLIED COVENANT OF**

13 **GOOD FAITH AND FAIR DEALING**

14 (By Plaintiffs Zaanit, Spooky Zebra, Body Action and Life-FX Against CCL HK)

15 154. Plaintiffs hereby restate and incorporate the allegations contained in each of the
16 foregoing Paragraphs of this Complaint as though set forth in full.

17 155. In every contract or agreement there is an implied promise of good faith and fair
18 dealing. This means that each party will not do anything to unfairly interfere with the right of any
19 other party to receive the benefits of the contract.

20 156. As alleged above, each of the Plaintiffs (except Green Religion) entered into the
21 iCanPay Merchant Agreement with CCL HK.

22 157. Each of the Plaintiffs performed all of the obligations required of them under the
23 iCanPay Merchant Agreement or were excused from having to do so.

24 158. The iCanPay Merchant Agreement entitled Plaintiffs to receive the net proceeds of
25 their processing activity through the iCanPay Service, based on agreed upon terms set forth in the
26 Appendix to each such agreement, and with the understanding that those terms would remain
27 constant for the life of the merchant account.

159. In order to deprive Plaintiffs of the benefits of the iCanPay Merchant Agreement, CCL HK fabricated excuses for not paying Plaintiffs the amounts due thereunder, blaming its inability to pay Zaanit and Spooky Zebra on an alleged theft of funds by PiroPay, blaming its inability to pay Body Action on the failure of an unidentified bank to pay, and blaming its inability to pay Life-FX on the account allegedly being frozen due to the conduct of another merchant.

160. Upon information and belief, Defendants intentionally invented and fabricated these excuses.

161. The exact amount of the damages suffered by Plaintiffs as a result of Defendants' wrongful acts is exclusively within the control of Defendants. Thus, an accounting is necessary in order to access the exact extent of the damage caused by Defendants. Nonetheless, Plaintiffs are informed and believe, and thereon allege, that they have been damaged in an amount to be determined at trial but believed to be at least \$841,000.

TENTH CAUSE OF ACTION

**UNFAIR COMPETITION IN VIOLATION OF
BUSINESS AND PROFESSIONS CODE SECTION 17200**

(By all Plaintiffs Against all Defendants)

162. Plaintiffs hereby restate and incorporate the allegations contained in each of the foregoing Paragraphs of this Complaint as though set forth in full.

163. Plaintiffs bring this claim on behalf of themselves and the public.

164. Defendants, and each of them, have violated California Business and Professions Code § 17200 by engaging in unfair, unlawful, and fraudulent business acts or practices, including the false and fraudulent scheme to defraud its sales representatives, including Plaintiffs, as described above.

165. Defendants' practices are likely to deceive, and have deceived, members of the public, including Plaintiffs. Defendants knew, or should have known, that their misrepresentations, omissions, failure to disclosure and/or partial disclosures, and omission of material facts are likely to deceive a reasonable person.

166. Nonetheless, Defendants continued to make such misrepresentations despite the fact they knew or should have known that their conduct was misleading and deceptive. By engaging in the above-described acts and practices, Defendants each committed one or more acts of unfair competition within the meaning of Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, et seq.

167. Defendants' conduct, as alleged herein, also constitutes unlawful business practices. Among other things, Defendants violated the California Money Transmission Act (embodied in California Financial Code §§ 2000 – 2176), California Penal Code §496, federal regulatory statutes, including the Federal Trade Commission Act and the Telemarketing Sales Rule, and engaged in a host of federal crimes, including but not limited to 18 U.S.C. § 1029 (factoring), 18 U.S.C. § 1029(b)(2) (conspiracy), 18 U.S.C. § 1341 (mail fraud), 18 U.S.C. § 1343 (wire fraud), 18 U.S.C. § 1344 (bank fraud), and 18 U.S.C. §§ 1956 and 1957 (money laundering).

168. Plaintiffs suffered injury in fact as a result of Defendants' unfair and unlawful methods of competition, including the submission of customer credit card transactions based on agreed upon terms followed by Defendants' conversion of funds rightfully owed to Plaintiffs. As a proximate result of Defendants' conduct, Plaintiffs suffered a loss of money and/or property.

169. Plaintiffs seek restitution of the monies retained by Defendants in the amount to be proven at trial, but which total no less than \$841,000.

170. Plaintiffs also seek an order of this Court enjoining Defendants from continuing their deceptive business practices.

171. Plaintiffs seek an order of this Court against Defendants, and each of them, awarding Plaintiffs' restitution under § 17200, et seq., plus interest, and attorneys' fees and costs pursuant to Civil Code § 1021.5.

PRAYER FOR RELIEF

WHEREFORE, on behalf of Plaintiffs for the First Cause of Action for Fraud, Plaintiffs pray for:

1. Damages in an amount to be proven at trial, but which are no less than \$841,000;

- 1 2. Punitive damages in an amount to be proven at trial;
- 2 3. Costs of suit;
- 3 4. Pre- and post-judgment interest at the maximum rate allowed by law; and
- 4 5. Such other relief as the Court deems just and proper.

5 WHEREFORE, on behalf of Plaintiffs for the Second Cause of Action for Conversion,
6 Plaintiffs pray for:

- 7 1. Damages in an amount to be proven at trial, but which are no less than \$841,000;
- 8 2. Punitive damages in an amount to be proven at trial;
- 9 3. Costs of suit;
- 10 4. Pre- and post-judgment interest at the maximum rate allowed by law; and
- 11 5. Such other relief as the Court deems just and proper.

12 WHEREFORE, on behalf of Plaintiffs for the Third Cause of Action for Money Had and
13 Received, Plaintiffs pray for:

- 14 1. Damages in an amount to be proven at trial, but which are no less than \$841,000;
- 15 2. Costs of suit;
- 16 3. Pre- and post-judgment interest at the maximum rate allowed by law; and
- 17 4. Such other relief as the Court deems just and proper.

18 WHEREFORE, on behalf of Plaintiffs for the Fourth Cause of Action for Violation of
19 Penal Code 496, Plaintiffs pray for:

- 20 1. Treble damages in the amount to be proven at trial, but which Plaintiffs estimate is
21 no less than \$2,523,000 pursuant to Penal Code § 496(c);
- 22 2. Reasonable attorneys' fees pursuant to Penal Code § 496(c);
- 23 3. Costs of suit pursuant to Penal Code § 496(c);
- 24 4. Pre and post-judgment interest at the maximum rate allowed by law; and
- 25 5. Such other relief as the Court deems just and proper.

26 WHEREFORE on behalf of Plaintiff Zaanit for the Fifth Cause of Action for Breach of
27 Contract, Plaintiffs pray for:

28

- 1 1. Compensatory damages in an amount to be proven at trial, but which Plaintiffs
2 estimate exceed \$571,846;
3 2. Pre- and post-judgment interest at the maximum rate permitted by law;
4 3. Costs of suit;
5 4. Such other relief as the Court deems just and proper.

6 WHEREFORE on behalf of Plaintiff Spooky Zebra for the Sixth Cause of Action for
7 Breach of Contract, Plaintiffs pray for:

- 8 1. Compensatory damages in an amount to be proven at trial, but which Plaintiffs
9 estimate exceed \$85,000;
10 2. Pre- and post-judgment interest at the maximum rate permitted by law;
11 3. Costs of suit;
12 4. Such other relief as the Court deems just and proper.

13 WHEREFORE on behalf of Plaintiff Body Action for the Seventh Cause of Action for
14 Breach of Contract, Plaintiffs pray for:

- 15 1. Compensatory damages in an amount to be proven at trial, but which Plaintiffs
16 estimate exceed \$80,000;
17 2. Pre- and post-judgment interest at the maximum rate permitted by law;
18 3. Costs of suit;
19 4. Such other relief as the Court deems just and proper.

20 WHEREFORE on behalf of Plaintiff Life-FX for the Eighth Cause of Action for Breach of
21 Contract, Plaintiffs pray for:

- 22 1. Compensatory damages in an amount to be proven at trial, but which Plaintiffs
23 estimate exceed \$105,000;
24 2. Pre- and post-judgment interest at the maximum rate permitted by law;
25 3. Costs of suit;
26 4. Such other relief as the Court deems just and proper.

27 WHEREFORE on behalf of Plaintiffs Zaanit, Spooky Zebra, Body Action and Life-FX for
28

1 the Ninth Cause of Action for Breach of the Implied Covenant of Good Faith and Fair Dealing,
2 Plaintiffs pray for:

- 3 1. Compensatory damages in an amount to be proven at trial, but which Plaintiffs
4 estimate exceed \$841,000;
- 5 2. Pre- and post-judgment interest at the maximum rate permitted by law;
- 6 3. Costs of suit;
- 7 4. Such other relief as the Court deems just and proper.

8 WHEREFORE on behalf of all Plaintiffs, for the Tenth Cause of Action for Violation of
9 Business & Professions Code §§ 17200, et seq., Plaintiffs pray for:

- 10 1. Restitution in an amount to be proven at trial, but which is no less than \$841,000;
- 11 2. Costs of suit;
- 12 3. A constructive trust relating to all monies received by Defendants that are owed to
13 Plaintiffs;
- 14 4. Pre and post-judgment interest at the maximum rate allowed by law; and
- 15 5. An order enjoining the unlawful, fraudulent, and unfair business practices
16 employed by Defendants;
- 17 6. Attorneys' fees pursuant to Code of Civil Procedure section 1021.5; and
- 18 7. Such other relief as the Court deems just and proper.

19 **DEMAND FOR JURY TRIAL**

20 Plaintiffs Zaanit BV, Green Religion BV, Spooky Zebra Ltd., Body Action Health Ltd. and
21 Life-FX Products LLC hereby request a trial by jury on all issues triable by a jury.

22 Dated: January 28, 2019

ROME & ASSOCIATES, A.P.C.
Eugene Rome

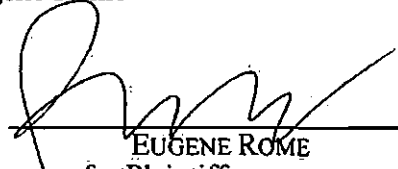
23
24
25 By: 
EUGENE ROME
Attorneys for Plaintiffs
LIFE-FX PRODUCTS LLC,
BODY ACTION HEALTH LTD.,
26 ZAAINIT BV, GREEN RELIGION BV
27 and SPOOKY ZEBRA LTD.

EXHIBIT A



公司註冊處
Companies Registry

周年申報表 Annual Return

存案 Filed

表格
Form **NAR1**

公司編號 Company Number

1606232

1 公司名稱 Company Name

ComCopious Limited

2 商業名稱(如有的話) Business Name (if any)

(Nil)

3 公司類別 Type of Company

請在適用的空格內加上 ✓ 號 Please tick the relevant box



私人公司

Private company



公眾公司

Public company



擔保有限公司

Company limited by guarantee

4 本申報表的結算日期

Date to which this Return is Made Up

25

日 DD

05

月 MM

2018

年 YYYY

(如屬私人公司，本申報表應列載截至公司成立為法團的周年日期的資料。

如屬公眾公司，申報表的結算日期應為該公司的會計參照期結束後的 6 個月屆滿之日。

如屬擔保有限公司，申報表的結算日期應為該公司的會計參照期結束後的 9 個月屆滿之日。

For a private company, the information in this return should be made up to the anniversary of the date of its incorporation.

For a public company, the return should be made up to the date that is 6 months after the end of its accounting reference period.

For a company limited by guarantee, the return should be made up to the date that is 9 months after the end of its accounting reference period.)

5 隨本表格交付的財務報表所涵蓋的會計期

Period Covered by Financial Statements Delivered with this Form

(私人公司無須填報此項 A private company need not complete this section)

--	--	--

日 DD

月 MM

年 YYYY

至
To

--	--	--

日 DD

月 MM

年 YYYY

6 註冊辦事處地址 Address of Registered Office

Rooms 05-15, 13A/F., South Tower, World Finance Centre, Harbour City, 17 Canton Road, Tsim Sha Tsui, Kowloon, Hong Kong

提交人資料 Presentor's Reference

姓名 Name: Conpak Management Consultants Limited

地址 Address: Rooms 05-15, 13A/F., South Tower, World Finance Centre, Harbour City, 17 Canton Road, Tsim Sha Tsui, Kowloon, Hong Kong

電話 Tel: (852) 2666 2888 傳真 Fax: (852) 2233 2888

電郵 Email: info@conpak.com

檔號 Reference: Our Ref.: (AGNESTSANG) / Doc. No.: C21961CM000010 / Filing Deadline: 6/07/2018

請勿填寫本欄 For Official Use



22501716895
NAR1L
30/05/2018

1806232

0009

7 電郵地址 Email Address

(Nil)

8 按揭及押記 Mortgages and Charges

截至本申報表的結算日期，所有根據《公司條例》須向公司註冊處處長登記的，或若於 1912 年 1 月 1 日後設定便須如此登記的按揭及押記的負債總額

Total amount of the indebtedness as at the date to which this return is made up in respect of all mortgages and charges which are required to be registered with the Registrar of Companies pursuant to the Companies Ordinance or would have been required to be so registered if created after 1 January 1912

(Nil)

9 無股本公司的成員人數 Number of Member(s) of a Company Not Having a Share Capital

(有股本的公司無需填報此項 Company having a share capital need not complete this section)

截至本申報表的結算日期的成員人數

Number of Member(s) as at the Date to which this Return is Made Up

10 股本 Share Capital

(無股本的公司無需填報此項 Company not having a share capital need not complete this section)

截至本申報表的結算日期 As at the Date to which this Return is Made Up				
股份的類別 (如普通股/ 優先股等) Class of Shares (e.g. Ordinary/ Preference etc.)	貨幣單位 Currency	已發行股份 Issued Shares		
		總數 Total Number	總款額 Total Amount	已繳或視作 已繳的總款額 Total Amount Paid up or Regarded as Paid up
Ordinary	HKD	15,000	15,000.00	15,000.00
總數 Total	HKD	15,000	15,000.00	15,000.00

11 公司秘書 Company Secretary

A. 公司秘書 (自然人) Company Secretary (Natural Person)

(如超過一名公司秘書屬自然人，請用續頁 A 填報 Use Continuation Sheet A if more than 1 company secretary is a natural person)

中文姓名 Name in Chinese		
英文姓名 Name in English	姓氏 Surname	
	名字 Other Names	
前用姓名 Previous Names	中文 Chinese	
	英文 English	
別名 Alias	中文 Chinese	
	英文 English	
香港通訊地址 Hong Kong Correspondence Address		
地區 Region	香港 / HONG KONG	
電郵地址 Email Address		

身分證明 Identification

(a) 香港身分證號碼 Hong Kong Identity Card Number	(Nil)							()
(b) 護照 Passport	簽發國家 Issuing Country							
	號碼 Number							

B. 公司秘書 (法人團體) Company Secretary (Body Corporate)

(如超過一名公司秘書屬法人團體，請用續頁 A 填報 Use Continuation Sheet A if more than 1 company secretary is a body corporate)

中文名稱 Name in Chinese	康栢管理顧問有限公司	
英文名稱 Name in English	Conpak Management Consultants Limited	
香港地址 Hong Kong Address	Rooms 05-15, 13A/F., South Tower, World Finance Centre,	
	Harbour City, 17 Canton Road, Tsim Sha Tsui,	
	Kowloon, Hong Kong	
地區 Region	香港 / HONG KONG	
電郵地址 Email Address	(Nil)	
公司編號 Company Number	640849	

12 董事 Directors

A. 董事 (自然人) Director (Natural Person)

(如超過一名董事屬自然人，請用續頁 B 填報 Use Continuation Sheet B if more than 1 director is a natural person)

請在適用的空格內加上 ✓ 號 Please tick the relevant box(es)

身分
Capacity



董事

Director



候補董事

Alternate Director

代替 Alternate to

N/A

中文姓名
Name in Chinese

(Nil)

英文姓名
Name in English

姓氏
Surname

SHIMOGORI

名字
Other Names

Kotaro

前用姓名
Previous Names

中文
Chinese

(Nil)

英文
English

(Nil)

別名
Alias

中文
Chinese

(Nil)

英文
English

(Nil)

住址
Residential
Address

1506 Gorman Drive,

Carmichael,

California, 95608-5814, United States

國家／地區
Country / Region

United States

電郵地址
Email Address

(Nil)

身分證明 Identification

(a) 香港身分證號碼

Hong Kong Identity Card Number

(Nil)

(b) 護照

Passport

簽發國家
Issuing Country

United States

號碼
Number

488162358

12 董事 Directors (續上頁 cont'd)

B. 董事 (法人團體) Director (Body Corporate)

(如超過兩名董事屬法人團體，請用續頁 C 填報 Use Continuation Sheet C if more than 2 directors are body corporate)

請在適用的空格內加上 ✓ 號 Please tick the relevant box(es)

18

1 身分
Capacity

☐ 董事
Director

☐ 候補董事
Alternate Director

代替 Alternate to

中文名稱
Name in Chinese

英文名稱
Name in English

22

地址
Address

國家／地區
Country / Region

20

電郵地址
Email Address

公司編號 Company Number

(只適用於在香港註冊的法人團體)

(Only applicable to body corporate registered in Hong Kong)

請在適用的空格內加上 ✓ 號 Please tick the relevant box(es)

18

2 身分
Capacity

☐ 董事
Director

☐ 候補董事
Alternate Director

代替 Alternate to

中文名稱
Name in Chinese

英文名稱
Name in English

22

地址
Address

國家／地區
Country / Region

20

電郵地址
Email Address

公司編號 Company Number

(只適用於在香港註冊的法人團體)

(Only applicable to body corporate registered in Hong Kong)

0013

12 董事 Directors (同上頁 cont'd)

C. 備任董事 Reserve Director

(只適用於只有一名成員而該成員同時亦是唯一董事的私人公司)

(Only applicable to a private company with only one member who is also the sole director of the company)

中文姓名 Name in Chinese										
英文姓名 Name in English	姓氏 Surname									
	名字 Other Names									
前用姓名 Previous Names	中文 Chinese									
	英文 English									
別名 Alias	中文 Chinese									
	英文 English									
住址 Residential Address										
	國家／地區 Country / Region									
電郵地址 Email Address										
身分證明 Identification										
(a) 香港身分證號碼 Hong Kong Identity Card Number										()
(b) 護照 Passport		簽發國家 Issuing Country								
		號碼 Number								

13 有股本公司的成員詳情 Particulars of Member(s) of a Company Having a Share Capital
(有股本的公司必須填報此項 Company having a share capital must complete this section)

請在適用的空格內加上 ✓ 號 Please tick the relevant box

☒ 非上市公司的成員詳情列於附表一
Particulars of members of a non-listed company are listed in Schedule 1

☐ 上市公司的成員詳情列於附表二
Particulars of members of a listed company are listed in Schedule 2

14 公司紀錄 Company Records

(如空位不足，請用續頁 D 填報 Use Continuation Sheet D if the space provided is insufficient)

公司備存下列紀錄的地址(如並非備存於第 6 項所述的註冊辦事處內)
Address where the following company records are kept (if not kept at the registered office stated in Section 6)

公司紀錄 Company Records

地址 Address

--	--

15 陳述書 Statement

(如屬私人公司，請在空格內加上 ✓ 號以作出此項陳述 For a private company, please tick the box to make the Statement)

☒ 現述明公司自最近一份周年申報表的結算日期起(如屬首份周年申報表，則自公司成立為法國的日期起)，並沒有發出邀請，以邀請公眾人士認購公司的任何股份或債權證；同時如成員人數於本申報表的結算日期當日超過五十名，則超出五十名之數的成員，全屬根據《公司條例》第 11(2) 條於計算公司成員人數時不包括在內的人。
The company has not, since the date of the last annual return (or since the date of incorporation in the case of the first annual return), issued any invitation to the public to subscribe for any shares or debentures of the company and that if the number of members of the company exceeds 50 as at the date of this return, the excess consists wholly of persons who, under section 11(2) of the Companies Ordinance, are excluded in the calculation of the number of members of the company.

提示 Advisory Note

所有公司董事均應閱讀公司註冊處編製的《董事責任指引》，並熟悉該指引所概述的董事一般責任。
All directors of the company are advised to read 'A Guide on Directors' Duties' published by the Companies Registry and acquaint themselves with the general duties of directors outlined in the Guide.

本申報表包括下列續頁 This Return includes the following Continuation Sheet(s)

續頁 Continuation Sheet(s)	A	B	C	D
頁數 Number of pages	0	0	0	0

For and on behalf of
CONPAK MANAGEMENT CONSULTANTS LIMITED
威信管理顧問有限公司

6 簽署 Signed :

.....
Authorized Signature(s)

姓名 Name : Conpak Management Consultants Limited 日期 Date : 25/05/2018
董事 Director / 公司秘書 Company Secretary *

*請刪去不適用者 Delete whichever does not apply

0015

本申報表的結算日期

Date to which this Return is Made Up

25	05	2018
日 DD	月 MM	年 YYYY

公司編號 Company Number

1606232

26

非上市公司的成員詳情 (第 13 項)

Particulars of Member(s) of a Non-listed Company (Section 13)

(有股本的非上市公司必須填報此頁。如空位不足，或超過一類股份，可另加附表一。)

(Non-listed company having a share capital must complete this page. If the space provided is insufficient, or if there is more than one class of shares, please use additional Schedule 1.)

截至本申報表的結算日期的成員詳情 Particulars of Member(s) as at the Date to which this Return is Made Up

股份類別 Class of Shares

Ordinary

此類別股份的已發行總數 Total Number of Issued Shares in this Class

15,000

姓名／名稱 Name	地址 Address	股份 Shares			備註 Remarks
		現時持有量 Current Holding	轉讓* Transferred *		
			數目 Number	日期 Date	
卓域業務有限公司 ARCH CORPORATION LIMITED	UNIT 702, 7TH FLOOR BANGKOK BANK BLG, 18 BONHAM STREET WEST, HK.	Nil	13,000	14 December 2017	Transfer to Chandler ND Services Limited
LAWRENCE ALLIANCE INC.	Suite H, 19/F, Global Plaza Tower, 50th Street, Panama City, Republic of Panama	1,500			
Chandler ND Services Limited	Office 702, 7/F., Bangkok Bank Building 18 Bonham Strand West Hong Kong	Nil	13,000	10 May 2018	
Kotaro SHIMOGORI	1506 Gorman Drive, Carmichael, California, 95608-5814, United States	13,000			

* 如公司的股份自上一份周年申報表日期以來(如屬首份周年申報表，則自公司成立為法團以來)有任何轉讓，有關詳情亦請一併申報；股份受讓人的姓名／名稱請在「備註」一欄註明。

* If there have been any transfers of the company's shares since the date of the last annual return (or since incorporation if this is the first annual return), please also provide details of the transfers; the name of the transferee should be stated in the 'Remarks' column.

本申報表的結算日期
Date to which this Return is Made Up

25	05	2018
日 DD	月 MM	年 YYYY

公司編號 Company Number

1606232

26

非上市公司的成員詳情 (第 13 項)

Particulars of Member(s) of a Non-listed Company (Section 13)

(有股本的非上市公司必須填報此頁。如空位不足，或超過一類股份，可另加附表一。)

(Non-listed company having a share capital must complete this page. If the space provided is insufficient, or if there is more than one class of shares, please use additional Schedule 1.)

截至本申報表的結算日期的成員詳情 Particulars of Member(s) as at the Date to which this Return is Made Up

股份類別 Class of Shares

Ordinary

此類別股份的已發行總數 Total Number of Issued Shares in this Class

15,000

姓名／名稱 Name	地址 Address	股份 Shares			備註 Remarks
		現時持有量 Current Holding	轉讓* Transferred *		
			數目 Number	日期 Date	
Steven Michael SHAPE	1308 Lincoln Avenue South, Highland Park, Illinois, U.S.A. 60035-3459, United States	200			
Imraul Kaeesh SHAH	4/F, 46 Kazi Nazrul Islam Avenue, Karwan Bazar, Dhaka, 1215, Bangladesh	300			

* 如公司的股份自上一份周年申報表日期以來(如屬首份周年申報表，則自公司成立為法團以來)有任何轉讓，有關詳情亦請一併申報；股份受讓人的姓名／名稱請在「備註」一欄註明。

* If there have been any transfers of the company's shares since the date of the last annual return (or since incorporation if this is the first annual return), please also provide details of the transfers; the name of the transferee should be stated in the 'Remarks' column.

EXHIBIT B

4016150



Secretary of State

ARTS-GS

Articles of Incorporation of a General Stock Corporation

IMPORTANT — Read Instructions before completing this form.

Filing Fee - \$100.00

Copy Fees - First page \$1.00; each attachment page \$0.50;
Certification Fee - \$5.00

Note: Corporations may have to pay minimum \$800 tax to the California Franchise Tax Board each year. For more information, go to <https://www.ftb.ca.gov>.

FILED
Secretary of State
State of California

APR 25 2017

1 PC This Space For Office Use Only

1. Corporate Name (Go to www.sos.ca.gov/business/be/name-availability for general corporate name requirements and restrictions.)

The name of the corporation is COMCOPIOUS CALIFORNIA INC

2. Business Addresses (Enter the complete business addresses.)

a. Initial Street Address of Corporation - Do not list a P.O. Box	City (no abbreviations)	State	Zip Code
980 9TH STREET	SACRAMENTO	CA	95814
b. Initial Mailing Address of Corporation, if different than Item 2a	City (no abbreviations)	State	Zip Code

3. Service of Process (Must provide either Individual OR Corporation.)

INDIVIDUAL - Complete Items 3a and 3b only. Must include agent's full name and California street address.

a. California Agent's First Name (If agent is not a corporation)	Middle Name	Last Name	Suffix
KOTARO		SHIMOGORI	
b. Street Address (if agent is not a corporation) - Do not enter a P.O. Box	City (no abbreviations)	State	Zip Code
5150 FAIR OAKS BLVD	CARMICHAEL	CA	95608

CORPORATION - Complete Item 3c. Only include the name of the registered agent Corporation.

c. California Registered Corporate Agent's Name (if agent is a corporation) - Do not complete Item 3a or 3b

4. Shares (Enter the number of shares the corporation is authorized to issue. Do not leave blank or enter zero (0).)

This corporation is authorized to issue only one class of shares of stock.

The total number of shares which this corporation is authorized to issue is 10,000

5. Purpose Statement (Do not alter the Purpose Statement.)

The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

6. Read and Sign Below (This form must be signed by each incorporator. See instructions for signature requirements.)

Signature

KOTARO SHIMOGORI

Type or Print Name

EXHIBIT C

Companies House

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COMCOPIOUS UK LIMITED

Company number **10632334**

- [Officers \(https://beta.companieshouse.gov.uk/company/10632334/officers\)](https://beta.companieshouse.gov.uk/company/10632334/officers)
- [Persons with significant control](#)

1 active person with significant control / 0 active statements

Kotaro Shimogori Active

Correspondence address **Unit 702, 7/F Bangkok Bank Building, 18 Bonham Strand West, Hong Kong**

Notified on **7 August 2017**

Date of birth **January 1960**

Nationality **American**

Nature of control **Has significant influence or control**

Country of residence **United States**

Shah Imraul Kaeesh Ceased

Correspondence address
Unit 702, 7/F Bangkok Bank Building, No. 18 Bonham Strand West, Hong Kong

Notified on **22 February 2017**

Ceased on **31 July 2017**

Date of birth **April 1982**

Nationality **Bangladeshi**

Nature of control **Has significant influence or control**

Country of residence **Bangladesh**

Is there anything wrong with this page?

EXHIBIT D

Companies House

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ICANPAY UK LIMITED

Company number **11148162**

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- [Persons with significant control](#)

1 active person with significant control / 0 active statements

Kotaro Shimogori Active

Correspondence address

Unit 702, 7/F Bangkok Bank Building, No 18 Bonham Strand West, Hong Kong

Notified on **15 January 2018**

Date of birth **January 1960**

Nationality **American**

Nature of control **Has significant influence or control**

Country of residence **United States**

[Is there anything wrong with this page?](#)

EXHIBIT E

EXHIBIT F

DATA, LOGISTICS AND PAYMENT PROCESSING AGREEMENT

THIS AGREEMENT (the "Agreement") is made on this date: 01-03-2017 by and between **ComCapious, Limited** a company duly incorporated and organized under the laws of Hong Kong, China, having its registered office/principal place of business at Unit 702, 7/F, Bangkok Bank Building, No. 18 Bonham Strand West, Hong Kong hereinafter referred to as "COMCOPIOUS", and Your Company Name a company duly incorporated and organized under the laws of Select State having its registered principal place of business at Company Address hereinafter referred to as "PARTNER".

The parties have agreed the following:

1. DEFINITIONS

- "Agreement": the agreement between COMCOPIOUS and PARTNER for the Data, Logistics and Payment Processing Services;
- "PARTNER": PARTNER which is a duly incorporated entity desiring to enter into an Agreement with COMCOPIOUS;
- "Conditions": the COMCOPIOUS Data, Logistics and Payment Processing Services Terms and Condition;
- "Customer": a natural person or legal entity or entities who or which has or have ordered goods and/or services from COMCOPIOUS through PARTNER;
- "COMCOPIOUS": COMCOPIOUS, LIMITED and or any of its World-Wide subsidiaries or group companies of COMCOPIOUS, LIMITED;
- "Cardholder": a natural person or legal entity or entities who or which is/are formally and officially registered with a Financial Institution as the holder of a particular debit card, credit card or bank account, and whose account number is used in an order;
- "Purchase Price": the price payable by the Customer(s) to COMCOPIOUS for the good(s) and/or service(s) ordered by the Customer(s) from PARTNER minus any fees, charges and commission withheld by, or due to, the Financial Institution(s);
- "Delivered or Shipped Good(s) and/or Service(s)": the goods(s) and/or services(s) provided to the Customer(s) by the PARTNER;
- "Invoice": Customer approved payable amount for the good(s) and/or service(s) the PARTNER delivered and/or shipped to the Customer and is payable by COMCOPIOUS to the PARTNER;
- "Financial Institution": the entity that processes the payment instructions received from the Customer by COMCOPIOUS for the payment method selected by the Customer and that, following authorization, effects payment of the Purchase Price;
- "Chargeback": a potential or expected claim or a claim made by a Financial Institution against COMCOPIOUS for repayment of the Purchase Price, including any fees, charges and commissions withheld by, or due to, the Financial Institutions, in connection with a denial or cancellation of an order for goods and/or services by a Cardholder or a claim by a Customer that PARTNER has failed to perform its obligations towards the Customer, including in connection with alleged non-conformity or non-timely delivery of the good(s) or service(s);
- "Refund (Credit)": any amount to be returned by COMCOPIOUS to a Customer's account;
- "Confidential Information": all information which prior to or upon its disclosure is designated as such by one party (the Disclosing party's) to the other party (the Receiving party's), or which should reasonably be considered as information of a confidential nature by the Receiving Party;
- "Deposit": if and to the extent agreed upon between COMCOPIOUS and PARTNER, an amount held on the COMCOPIOUS or Financial Institution's bank account securing payment of future Chargeback's by COMCOPIOUS to a Financial Institution after termination of the Agreement;
- "Trademarks": all trademarks and logo's of COMCOPIOUS that exist now or in the future, both registered and non-registered, all as may be specified by COMCOPIOUS from time to time.

2. PAYMENT OBLIGATIONS OF COMCOPIOUS TO PARTNER

- 2.1 The Invoice shall consist of the total outstanding settled Purchase Price for the account of PARTNER after deduction of the following:

- (a) Refunds (Credit);
- (b) Chargeback's;
- (c) any amount in order to meet any Deposit requirements;
- (d) in addition to (a) and (b) above, any fines, fees, charges or commissions to be paid by PARTNER to Financial Institutions; and
- (e) any charges or amounts due to COMCOPIOUS under the Agreement other than charges or amounts mentioned in (a) through (e) above.

COMCOPIOUS is entitled to set-off any indebtedness of PARTNER towards COMCOPIOUS and itself.

- 2.2 Transactions which are not captured by PARTNER (either by active capturing or by automatic capturing) within 14 days after they were authorized by the related Financial Institution will automatically expire and can no longer be captured. Further, COMCOPIOUS has the right to remove the order data of any order that remains unpaid for more than 2 months (i.e. this relates for instance to transactions which are paid with off-line payment methods). COMCOPIOUS will keep all other historic transaction data available for on-line inquiries for at least 6 months after the last status change.

3. PAYMENT OBLIGATIONS OF PARTNER TO COMCOPIOUS

- 3.1 COMCOPIOUS will send PARTNER a monthly service fee for Data, Logistics and Payment Processing Services fees. The payment must be received by COMCOPIOUS within 30 (thirty) days from the date of such advice. The currency will be either in Euro, Pound Sterling, or US Dollar.
- 3.2 PARTNER authorizes COMCOPIOUS to set-off advice with the Invoice in case COMCOPIOUS intends to use set-off.
- 3.3 COMCOPIOUS is entitled to alter the prices of the COMCOPIOUS Data, Logistics and Payment Processing Services taking into account a reasonable notice period. If the prices are amended PARTNER is entitled to terminate the Agreement per the effective date of the amendment by sending COMCOPIOUS a written notice within fourteen days after receipt of the amendment notice.
- 3.4 PARTNER has no right to set-off, or to withhold payments to COMCOPIOUS, in connection with any amounts due to PARTNER by COMCOPIOUS.
- 3.5 PARTNER is responsible for all Chargeback's independent of the information provided by the Risk Management Module. Where the Financial Institutions allow a Chargeback to be disproved, PARTNER will bear the responsibility of providing any evidence required by the Financial Institution.

4. PARTNER GUARANTEE AND INDEMNITY

- 4.1 PARTNER guarantees to COMCOPIOUS that, while using the COMCOPIOUS Data, Logistics Payment Processing Services:
- 4.1.1 it provides and will provide such information to the Customer on its website and in other commercial communications to the Customer as is required pursuant to the laws of the Region and of those Region in which it offers its goods and/or services;
 - 4.1.2 it respects and will respect the intellectual property rights of third parties and does not and will not infringe such rights in any way;
 - 4.1.3 it does not and will not sell any good(s) or service(s) the sale of which is prohibited under the laws of the Region in which it offers its good(s) and/or service(s);
 - 4.1.4 it will comply with personal data protection laws of the Region and of those Region in which it offers its good(s) and/or service(s) and that it shall implement appropriate technical and organizational measures to protect personal data;
 - 4.1.5 it will perform its obligations towards the Customer, including but not limited to accepting responsibility for the acceptance of a Customer order, its fulfillment in an agreed upon manner, and all material warranties and guarantees or order commitments.
- 4.2 PARTNER will indemnify COMCOPIOUS and hold COMCOPIOUS harmless for any and all costs (including legal fees) and damages incurred by COMCOPIOUS as a result of a claim by a Customer or any other third party which is made against COMCOPIOUS in connection with a breach by PARTNER of the guarantees contained in clause 4.1.
- 4.3 Since the COMCOPIOUS Data, Logistics and Payment Processing Services is kept up to date with going market requirements, from time to time COMCOPIOUS may adjust the content and interfaces of the COMCOPIOUS Data, Logistics and Payment Processing Services. If such adjustments lead to a necessary change in software, interfaces or operating procedures at PARTNER, COMCOPIOUS will notify PARTNER as soon as possible prior to the execution of such adjustments, the costs that are attached to making these changes are borne by PARTNER.

COMCOPIOUS will keep existing interfaces or products available for at least one year after signing this Agreement, except for those circumstances where this may not reasonably be expected (including but not limited to changes in interfaces or products imposed on COMCOPIOUS by Financial Institutions or changes in the regulatory environment).

5. **PRIVACY**

- 5.1 COMCOPIOUS is the controller of all personal data which are given to COMCOPIOUS by PARTNER and/or the Customer. COMCOPIOUS is the data processor of such data.
- 5.2 COMCOPIOUS will keep the personal data (including credit card details) given to it by PARTNER and/or the Customer for as long as required in order to perform its obligations under the Agreement. The period in which Customer data will be stored will as a minimum equal the period granted to Customers by the Financial Institutions for the making of Chargeback's.
- 5.3 PARTNER will clearly and unambiguously inform its Customers that when they place an order for the good(s) and/or service(s), personal data provided by the Customer will be provided to COMCOPIOUS, acting as data processor of such data on behalf of PARTNER. PARTNER will clearly and unambiguously state that such data are only processed by COMCOPIOUS in order to process the payment instruction of the Customer and that the personal data of the Customer will not be provided to third parties other than the Financial Institutions for the chosen payment method.
- 5.4 COMCOPIOUS makes use of multiple Financial Institutions for the processing of payment transactions. Not all such Financial Institutions have flexibility within their systems to specify which information appears on the Customer's financial statement. Accordingly, in the case that PARTNER makes use of COMCOPIOUS connection numbers with the Financial Institutions and/or the bank account of COMCOPIOUS, PARTNER must clearly inform the Customer that COMCOPIOUS, whether or not in combination with the PARTNER name or the PARTNER URL, may appear on the Customer's bank statement or credit card statement.
- 5.5 COMCOPIOUS accepts no responsibility for the privacy policies of PARTNER and for the processing of personal data by PARTNER.
- 5.6 Unless it is required to do so by law, COMCOPIOUS will not provide any personal Customer data to third parties other than to Financial Institutions to the extent such is required in order to process the payment instructions from the Customer.

6. **SERVICE LEVEL AND SECURITY**

- 6.1 COMCOPIOUS guarantees an average up time of 99% per month of the COMCOPIOUS Data, Logistics and Payment Processing Services on the condition of full availability of the services of its Internet and telecom providers.
- 6.2 COMCOPIOUS does not guarantee any minimum response times in connection with on-line authorization of payment from a Financial Institution or availability of specific payment methods.
- 6.3 The COMCOPIOUS Data, Logistics and Payment Processing Services servers are located in a secure environment, protected by an alarm installation, and is monitored 7 days a week, 24 hours per day.
- 6.4 Access to the COMCOPIOUS Data, Logistics and Payment Processing Services servers and to the data thereon is permitted to authorized personnel of COMCOPIOUS only. The data on the COMCOPIOUS Data, Logistics and Payment Processing Services servers are protected by a firewall. The COMCOPIOUS Data, Logistics and Payment Processing Services supports robust encryption technologies.

7. **INTELLECTUAL PROPERTY RIGHTS**

- 7.1 COMCOPIOUS hereby grants PARTNER a royalty-free and non-exclusive right for the term of this Agreement to use the Trademarks on its website(s) and in any off-line promotional materials solely in order to indicate that it makes use of the COMCOPIOUS Data, Logistics and Payment Processing Services. PARTNER shall use such Trademarks in accordance with COMCOPIOUS's directions for the use of such Trademarks. PARTNER does not have a right of sub-license. COMCOPIOUS may apply limitations to the right granted to PARTNER under this paragraph at its sole discretion.
- 7.2 PARTNER hereby grants COMCOPIOUS a royalty free and non-exclusive right for the term of this Agreement to use its trademark and logo's on their websites and in off-line publications for promotional purposes.
- 7.3 When using the Trademarks PARTNER and COMCOPIOUS will ensure that no composite marks are created with its own trademarks and/or logo's. PARTNER and COMCOPIOUS acknowledge that their use of the Trademarks does not create for itself any rights in the Trademarks other than those explicitly granted in this Agreement.
- 7.4 All proprietary rights in the equipment, software (such as interfaces) and other materials used by COMCOPIOUS in the performance of this Agreement, whether or not supplied to PARTNER, shall remain with COMCOPIOUS or their licensors. PARTNER shall exclusively acquire such right of use as is explicitly granted hereunder or otherwise.

- 7.5 Upon termination of this Agreement PARTNER will immediately withdraw any reference to COMCOPIOUS from its website(s) and will cease the use of the Trademarks.
- 7.6 PARTNER is hereby granted rights to use VISA and MasterCard logo's on their premises and website according to Card Association guidelines available online.

8. CONFIDENTIALITY

- 8.1 During the term of this Agreement and after termination or expiration of this Agreement for any reason whatsoever, the Receiving Party shall:
- (a) not disclose Confidential Information to any person other than with the prior written consent of the other party or in accordance with clauses 8.2 and 8.4; and
 - (b) not use the Confidential Information for any purpose other than the performance of its obligations under this Agreement.
- 8.2 During the term of this Agreement, the Receiving Party may disclose the Confidential Information to its employees and/or to Financial Institutions and/or to other third parties (the "Recipient") to the extent reasonably necessary for the purposes of this Agreement.
- 8.3 The Receiving Party shall procure that each Recipient is made aware of and complies with all the Receiving Party's obligations of confidentiality under this Agreement as if the Recipient were a party to this Agreement.
- 8.4 The obligations contained in clause 8.1 to 8.3 shall not apply to any Confidential Information which:
- (a) is in the public domain at the date of this Agreement, or at any time after the date of this Agreement comes into the public domain other than through breach of this Agreement by the Receiving Party or any Recipient;
 - (b) is known by the Receiving Party prior to disclosure by the Disclosing Party to the Receiving Party;
 - (c) subsequently comes lawfully into the possession of the Receiving Party from a third party; or
 - (d) is disclosed by the Receiving Party pursuant to and in accordance with a relevant statutory obligation, an order of a court of competent jurisdiction or an order of a competent regulatory body.

9. DURATION AND TERMINATION

- 9.1 The first three month period of the Agreement is a trial period. Within this period, either party can terminate the Agreement upon immediate notice.
- 9.2 Without prejudice to clause 9.1, the Agreement is entered into for a period of one year and shall, unless terminated in writing by either party at least one month prior to the expiry of the one year term, continue in force for subsequent one year periods.
- 9.3 COMCOPIOUS and PARTNER have the right to terminate this Agreement with immediate effect, if one of the parties:
- (a) materially breaches the Agreement and such breach are not remedied within 30 days after having been given notice of such breach;
 - (b) is declared bankrupt or is granted a suspension of payment
- 9.4 COMCOPIOUS has the right to terminate this Agreement with immediate effect, if PARTNER:
- (a) becomes involved in the sale of good(s) and/or service(s) the sale of which is unlawful in the Region in which the good(s) and/or service(s) are offered;
 - (b) is subject to a monthly Chargeback rate that is higher than 1% of the total aggregate Purchase Price that has been processed by COMCOPIOUS for the account of PARTNER over a period of one month.
 - (c) is no longer accepted by Acquiring bank.
- 9.5 COMCOPIOUS has the right to terminate the Agreement with a one month notice term prior to termination if the COMCOPIOUS costs of the project will turn out to be subsequently higher than the earnings of the project.

10. LIMITATION OF LIABILITY

- 10.1 The liability of COMCOPIOUS under the Agreement is limited to an amount equal to the total sum of the monthly subscription fees and transaction fees paid by PARTNER to COMCOPIOUS over the period that the Agreement has been in force, with a maximum of 6 months.
- 10.2 Under no circumstances will COMCOPIOUS be liable for any failure of a Financial Institution to effect payment of the Purchase Price.
- 10.3 Neither party shall be liable to the other party for incidental, consequential or punitive damages incurred by that Party as a result of a breach of this Agreement.

11. GENERAL

- 11.1 Entire Agreement: this Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement and supersedes all such previous agreements.

- 11.2 Amendment and waiver: no variation of this Agreement shall be valid unless it is in writing (including per e-mail). The failure to exercise or any delay in exercising a right or remedy under this Agreement shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies, and no single or partial exercise of any right or remedy under this Agreement shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.
- 11.3 Assignment: PARTNER shall not assign or transfer or purport to assign or transfer any of its rights or obligations under this Agreement, except that it may assign all or any of its rights under this Agreement with the prior written consent of COMCOPIOUS (such consent not to be unreasonably withheld or delayed).
- 11.4 Severability: if any provision of this Agreement shall be held illegal, invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid and enforceable, and the legality, validity and enforceability of all other provisions of this Agreement shall not be affected thereby.
- 11.5 Survival: the provisions of clause 7 of these Conditions shall survive the termination of this Agreement for whatever reason, and, in addition, the obligations of the parties under this Agreement that by their nature continue beyond the expiration of this Agreement shall survive any termination or cancellation of the Agreement.

12. GOVERNING LAW AND JURISDICTION

- 12.1 These terms and Conditions and/or the Agreement are governed by, and shall be construed in accordance with the laws of Hong Kong, and all disputes arising out of or connected with these Terms and Conditions and/or the Agreement shall be subject to the exclusive jurisdiction of the competent court of Hong Kong, judging in first instance, and its appellate courts, subject to appeal at Hong Kong's High Court of Justice.

13. PROCESSING RULES

- 13.1 Credits are only allowed in emergency situations. Please notify COMCOPIOUS of any credits you need to issue.
- 13.2 PARTNER must send customer email and IP address with each Transaction along with other information as instructed by COMCOPIOUS from time to time.
- 13.3 Do not display the descriptor in any public area on the website - this must only be displayed on a purchase confirmation page. (Typically after the customer has successfully purchased a good(s) and/or service(s) offered by PARTNER) Please send a copy of the purchase confirmation page that displays the descriptor. Descriptor must also be displayed in a purchase confirmation email to the consumer.
- 13.4 PARTNER shall provide a list of all websites that the account will be used for.
- 13.5 PARTNER shall provide the customer service name and phone number and email we can provide to the Financial Institutions customer service department. Since the descriptor ties into this department, occasionally one of your customers may phone our department. Having your info on file will allow for quick resolution of any issues.
- 13.6 In case PARTNER exceeds any of the chargeback ratios defined below, the COMCOPIOUS may, at its sole discretion, declare PARTNER in breach of the chargeback thresholds and terminate PARTNER's processing account with immediate effect:
- If PARTNER exceeds a chargeback ratio of 1.00 % at the end of any given month,
 - If, over the course of any given month and at any given day, the PARTNER exceeds a chargeback ratio of 2.00%.

In this context, the notion of chargeback ratio refers to the chargeback ratios in numbers (chargeback count) and volumes;

(1) the ratio of the number of chargeback transactions to the total number of sales transactions, as well as (2) the ratio of chargeback dollar volume to total interchange sales volume. A breach of the chargeback thresholds is given as soon as any the chargeback ratios is exceeded: i.e. in numbers or in volume. Independently of each other

14. SCOPE OF SERVICE

- 14.1 This COMCOPIOUS processing agreement applies only for e-commerce credit card processing services provided by COMCOPIOUS for its Agents and/or PARTNER. PARTNER hereby retains COMCOPIOUS to perform such services. COMCOPIOUS will perform such services substantially in accordance with the defined herein.
- 14.2 Credit card processing is utilized by PARTNER to allow customers to purchase good(s) and service(s) from COMCOPIOUS. Transactions will be consummated by transferring funds between the customer's credit card to a settlement account established by COMCOPIOUS for PARTNER (the "settlement account"). Credit card processing is available on a 365x24 basis and can be accessed on-line via the Internet. PARTNER specifically acknowledges that

COMCOPIOUS is neither a bank nor a depository of liquid funds. As a result, PARTNER specially acknowledges that as a result of COMCOPIOUS not being a bank or depository of liquid funds, COMCOPIOUS is not insured by any government agencies and is not self-insured. COMCOPIOUS is subject only to the laws of its own jurisdiction.

14.3 COMCOPIOUS and PARTNER agree to the following definitions for use in this agreement:

- 14.3.1 Card associations are the governing bodies comprised of issuing and acquiring banks that set the rules and procedures for the processing of credit cards.
- 14.3.2 Chargeback are when a customer disputes a charge on a card claiming that the charge resulted from fraudulent or improper use of the card by PARTNER.
- 14.3.3 Cardholder refers to the customer who has been given use of the card by the issuing bank.
- 14.3.4 Card issuer is a bank (also referred to as an issuing bank) which issued the card to the cardholder.
- 14.3.5 Acquiring bank is the bank which receives the request from Customer to process the transaction.
- 14.3.6 Cash advance is a request by the customer to receive cash or a cash equivalent payment from the available funds on the card.
- 14.3.7 "Settlement period" the period for which net revenue is calculated

14.4 PARTNER shall not require any cardholder to pay any part of any charge imposed upon PARTNER by this agreement, whether through any increase in price or otherwise require a customer presenting a card to pay any charge or price as a condition of sale that is not also required from a customer paying cash. However, PARTNER may not, by this term, be prevented from offering discounts to customers for cash purchases.

14.5 PARTNER will follow the steps provided by COMCOPIOUS, the card issuer or card association for accepting cards.

14.6 PARTNER agrees that any of the following shall be grounds for immediate termination of this agreement and COMCOPIOUS may hold funds if agreement is terminated; further PARTNER may be subject to additional punitive measures by card association and card issuers. PARTNER shall:

- 14.6.1 NOT divide a single card transaction between two or more sales drafts on a single card.
- 14.6.2 NOT deposit duplicate card transactions. PARTNER shall be debited for any adjustments for duplicate card transactions and shall be liable for any chargebacks which may result there from.
- 14.6.3 NOT deposit any card transaction for the purpose of obtaining or providing a cash advance either on PARTNER's card or the card of any other party
- 14.6.4 NOT obtain authorization for, nor process sales on any card PARTNER, PARTNER's immediate family and/or PARTNER's staff is authorized to use. Processing PARTNER's own card grounds for immediate termination.
- 14.6.5 NOT knowingly accept any fraudulent card transaction
- 14.6.6 NOT present for processing or credit, directly or indirectly, a card transaction which originated with any other PARTNER or any other source.
- 14.6.7 NOT present to COMCOPIOUS any card transaction representing the refinancing of an existing obligation of a cardholder including, but not limited to obligations (i) previously owed to PARTNER, (ii) arising from the dishonor of a cardholder's person check and / or (iii) representing the collection of any other pre-existing indebtedness, including collection of delinquent accounts on behalf of third parties.
- 14.6.8 NOT recycle transactions through or from COMCOPIOUS. If it is determined that after execution of an audit, PARTNER has recycled transactions, PARTNER will be notified to cease and desist this practice and will be fined USD \$25,000.00. The fine will be deducted from PARTNER's settlement or in the event the settlement is insufficient deducted from the reassurance fund, or from any other account held by COMCOPIOUS or the Financial Institution for PARTNER.
- 14.6.9 NOT re-submit failed transactions through COMCOPIOUS within a 24 hour period.
- 14.6.10 PARTNER will be required to provide both the IP address and a valid email address for each cardholder's transaction and any other information from time-to-time instructed by COMCOPIOUS.
- 14.6.11 Accept transactions for Visa and Mastercard and convert the amount themselves. All transactions submitted are processed and settled.

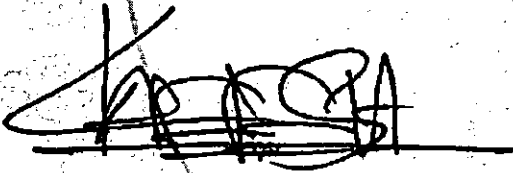
14.7 PARTNER acknowledges that an authorization provides only that the cardholder account has sufficient credit available to cover the amount of the current sale and that an authorization (i) is not a guarantee that the card transaction will not be subject to dispute or chargeback or (ii) does not warranty the identity of the cardholder.

14.8 Upon activation of this agreement PARTNER's web pages must display the written requirements imposed by COMCOPIOUS and PARTNER is required to provide screen shots of these pages. Any changes to these pages without notification to COMCOPIOUS will result in immediate suspension of the account. PARTNER must also provide the staff of COMCOPIOUS access to these pages. If usernames and pass codes are required to access this information, PARTNER is required to provide these details upon account activation. Furthermore, PARTNER must provide all URLs which the account will be used to process with. The customer service email address and telephone number for each URL must also be provided.

15. ACCEPTABLE USES

15.1 Transactions involving the sales of Marihuana (DEA Number 7360 & 7370 | INCB Yellow List - IDS Code: NC 001 and NC 008 or CAS No. 8063-14-7 and 6465-30-1 | INCB Green List - PT 002, PD 010) aka Cannabis, Marijuana, THC, CBD and products containing Marihuana/THC/CBD such as edibles and ointments including industry paraphernalia are accepted by the acquiring bank.

COMCOPIOUS LIMITED



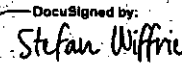
Full Name of Signer:

Shah Imraul Kaeesh

Title: Director

Date: 01-03-2017

PARTNER

DocuSigned by:

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Full Name of Signer:

Stefan Wiffrie

Title: CEO

Date: 01-03-2017

EXHIBIT G

DATA, LOGISTICS AND PAYMENT PROCESSING AGREEMENT

THIS AGREEMENT (the "Agreement") is made on this date: 4th April 2017 by and between ComCapious, Limited a company duly incorporated and organized under the laws of Hong Kong, China, having its registered office/principal place of business at Unit 702, M.F. Bangkok Bank Building, No. 18 Bonham Strand West, Hong Kong hereinafter referred to as "COMCOPIOUS", and Spooky Zebra a company duly incorporated and organized under the laws of CALIFORNIA having its registered principal place of business at Indica House, Llanfairtalhaiarn, Conwy, LL22 8TE hereinafter referred to as "PARTNER".

The parties have agreed the following:

1. DEFINITIONS

- "Agreement": the agreement between COMCOPIOUS and PARTNER for the Data, Logistics and Payment Processing Services;
- "PARTNER": PARTNER which is a duly incorporated entity desiring to enter into an Agreement with COMCOPIOUS;
- "Conditions": the COMCOPIOUS Data, Logistics and Payment Processing Services Terms and Conditions;
- "Customer": a natural person or legal entity or entities who or which has or have ordered goods and/or services from COMCOPIOUS through PARTNER;
- "COMCOPIOUS": COMCOPIOUS, LIMITED and or any of its World-Wide subsidiaries or group companies of COMCOPIOUS LIMITED;
- "Cardholder": a natural person or legal entity or entities who or which is/are formally and officially registered with a Financial Institution as the holder of a particular debit card, credit card or bank account, and whose said card/account is used in an order;
- "Purchase Price": the price payable by the Customer(s) to COMCOPIOUS for the good(s) and/or service(s) ordered by the Customer(s) from PARTNER minus any fees, charges and commission withheld by, or due to, the Financial Institution(s);
- "Delivered or Shipped Good(s) and/or Service(s)": the goods(s) and/or services(s) provided to the Customer(s) by the PARTNER;
- "Invoice": Customer approved payable amount for the good(s) and/or service(s) the PARTNER delivered and/or shipped to the Customer and is payable by COMCOPIOUS to the PARTNER;
- "Financial Institution": the entity that processes the payment instructions received from the Customer by COMCOPIOUS for the payment method selected by the Customer and that, following authorization, effects payment of the Purchase Price;
- "Chargeback": a potential or expected claim or a claim made by a Financial Institution against COMCOPIOUS for repayment of the Purchase Price, including any fees, charges and commissions withheld by, or due to, the Financial Institutions, in connection with a denial or cancellation of an order for goods and/or services by a Cardholder or a claim by a Customer that PARTNER has failed to perform its obligations towards the Customer, including in connection with alleged non-conformity or non-timely delivery of the good(s) or service(s);
- "Refund (Credit)": any amount to be returned by COMCOPIOUS to a Customer's account;
- "Confidential Information": all information which prior to or upon its disclosure is designated as such by one party (the Disclosing party's) to the other party (the Receiving party's), or which should reasonably be considered as information of a confidential nature by the Receiving Party, if and to the extent agreed upon between COMCOPIOUS and PARTNER, or amounting to a Chargeback's by COMCOPIOUS to a Financial Institution after termination of the Agreement;
- "Trademarks": all trademarks and logos of COMCOPIOUS that exist now or in the future, both registered and non-registered, if as may be specified by COMCOPIOUS from time to time.

2. PAYMENT OBLIGATIONS OF COMCOPIOUS TO PARTNER

2.1 The Invoice shall consist of the total outstanding settled Purchases Price for the current month PARTNER after deduction of the following:

(a) Refunds (Credit);

(b) Chargebacks;

(c) any amount in order to meet any Deposit requirements;

(d) In addition to (a) and (b) above, any fines, fees, charges or commissions to be paid by PARTNER to Financial Institutions; and

(e) any charges or amounts due to COMCOPIOUS under the Agreement other than charges or amounts mentioned in (a) through (d) above.

COMCOPIOUS is entitled to set-off any indebtedness of PARTNER towards COMCOPIOUS and for:

2.2 Transactions which are not captured by PARTNER (either by active capturing or by automatic capturing) within 14 days after they were authorized by the related Financial Institution will automatically expire and can no longer be captured. Further, COMCOPIOUS has the right to remove the order data of any order that remains unpaid for more than 2 months (i.e. this relates for instance to transactions which are paid with off-line payment methods). COMCOPIOUS will keep all other historic transaction data available for on-line inquiries for at least 6 months after the last status change.

3. PAYMENT OBLIGATIONS OF PARTNER TO COMCOPIOUS

3.1 COMCOPIOUS will send PARTNER a monthly service fee for Data, Logistics and Payment Processing Services fees. The payment must be received by COMCOPIOUS within 30 (thirty) days from the date of such advice. The currency will be either in Euro, Pound Sterling, or US Dollar.

3.2 PARTNER authorizes COMCOPIOUS to set-off advice with the Invoice in case COMCOPIOUS intends to use set-off.

3.3 COMCOPIOUS is entitled to alter the prices of the COMCOPIOUS Data, Logistics and Payment Processing Services taking into account a reasonable notice period. If the prices are amended PARTNER is entitled to terminate the Agreement per the effective date of the amendment by sending COMCOPIOUS a written notice within fourteen days after receipt of the amendment notice.

3.4 PARTNER has no right to set-off, or to withhold payments to COMCOPIOUS, in connection with any amounts due to PARTNER by COMCOPIOUS.

3.5 PARTNER is responsible for a Chargeback, independent of the information provided by the Risk Management Module. Where the relevant Financial Institutions allow a Chargeback to be disproved, PARTNER will bear the responsibility to provide any evidence required by the Financial Institution.

4. PARTNER GUARANTEE AND INDEMNITY

4.1 PARTNER guarantees to COMCOPIOUS that while using the COMCOPIOUS Data, Logistics Payment Processing Services:

4.1.1 it provides and will provide such information to the Customer on its website and in other commercial communications to the Customer as is required pursuant to the laws of the Region and of those Region in which it offers its goods and/or services;

4.1.2 it respects and will respect the intellectual property rights of third parties and does not and will not infringe such rights in any way;

4.1.3 it does not and will not sell any good(s) or service(s) the sale of which is prohibited under the laws of the Region in which it offers its good(s) and/or service(s);

4.1.4 it will comply with personal data protection laws of the Region and of those Region in which it offers its good(s) and/or service(s) and that it shall implement appropriate technical and organizational measures to protect personal data;

4.1.5 it will perform its obligations towards the Customer, including but not limited to accepting responsibility for the acceptance of a Customer order, its fulfillment in an agreed upon manner, and all material warranties and guarantees or order commitments.

4.2 PARTNER will indemnify COMCOPIOUS and hold COMCOPIOUS harmless for any and all costs (including legal fees) and damages incurred by COMCOPIOUS as a result of a claim by a Customer or any other third party which is made against COMCOPIOUS in connection with a breach by PARTNER of the guarantees contained in clause 4.1.

4.3 Since the COMCOPIOUS Data, Logistics and Payment Processing Services is kept up to date with going market requirements, from time to time COMCOPIOUS may adjust the content and interfaces of the COMCOPIOUS Data, Logistics and Payment Processing Services. If such adjustments lead to a necessary change in software, interfaces or operating procedures of PARTNER, COMCOPIOUS will notify PARTNER as soon as possible prior to the execution of such adjustments, the costs that are attached to making these changes are borne by PARTNER.

COMCOPIOUS will keep existing businesses or products available to other customers pursuant to this Agreement, except for those circumstances where the need for such services is affected (including but not limited to changes in markets or product offerings) by COMCOPIOUS or financial institutions or by legal or regulatory constraints.

6. PRIVACY

- 6.1 COMCOPIOUS is the controller of all personal data which is given to COMCOPIOUS by PARTNER and/or the Customer. COMCOPIOUS is the data processor of such data.
- 6.2 COMCOPIOUS will keep the personal data (including Credit Card data) given to it by PARTNER and/or the Customer for as long as required in order to perform its obligations under the Agreement. The period in which Customer data will be stored may vary from time to time period granted to Customers by the Financial Institutions for the making of chargebacks.
- 6.3 PARTNER will clearly and unambiguously inform its Customers that when they place an order for the good(s) and/or service(s), personal data provided by the Customer will be processed by COMCOPIOUS, acting as data processor of such data on behalf of PARTNER. PARTNER will clearly and unambiguously state that such data are only processed by COMCOPIOUS in order to process the payment instruction of the Customer and that the personal data of the Customer will not be provided to third parties other than the Financial Institutions for the chosen payment method.
- 6.4 COMCOPIOUS makes use of multiple Financial Institutions for the processing of payment transactions. Not all such Financial Institutions have flexibility within their systems to specify which information appears on the Customer's Financial statement. Accordingly, in the case that PARTNER makes use of COMCOPIOUS connection numbers with the Financial Institutions and/or the bank account of COMCOPIOUS, PARTNER must clearly inform the Customer that COMCOPIOUS, whether or not in combination with the PARTNER name or the PARTNER URL, may appear on the Customer's bank statement or credit card statement.
- 6.5 COMCOPIOUS accepts no responsibility for the privacy policies of PARTNER and for the processing of personal Customer data by PARTNER.
- 6.6 Unless it is required to do so by law, COMCOPIOUS will not provide any personal Customer data to third parties other than to Financial Institutions to the extent such is required in order to process the payment instructions from the Customer.

6. SERVICE LEVEL AND SECURITY

- 6.1 COMCOPIOUS guarantees a minimum uptime of 99.9% per month of the COMCOPIOUS Data, Logistics and Payment Processing Services on the condition of full availability of the services of the Internet and telecommunication.
- 6.2 COMCOPIOUS does not guarantee any maximum response times in connection with on-line authorization of payment transactions or the availability of specific payment methods.
- 6.3 The COMCOPIOUS Data, Logistics and Payment Processing Services servers are located in a secure environment, protected by a firewall, and are monitored 7 days a week, 24 hours per day.
- 6.4 Access to the COMCOPIOUS Data, Logistics and Payment Processing Services servers and to the data thereon is permitted to authorized personnel of COMCOPIOUS only. The data on the COMCOPIOUS Data, Logistics and Payment Processing Services servers are protected by a firewall. The COMCOPIOUS Data, Logistics and Payment Processing Services supports robust encryption technologies.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 COMCOPIOUS hereby grants PARTNER a royalty free and non-exclusive right for the term of this Agreement to use the Trademarks on its website(s) and in any off-line promotional materials solely in order to indicate that it makes use of the COMCOPIOUS Data, Logistics and Payment Processing Services. PARTNER shall use such Trademarks in accordance with COMCOPIOUS's directions for the use of such Trademarks. PARTNER does not have a right of sub-license. COMCOPIOUS may apply limitations to the right granted to PARTNER under this paragraph at its sole discretion.
- 7.2 PARTNER hereby grants COMCOPIOUS a royalty free and non-exclusive right for the term of this Agreement to use its trademark and logo's on their websites and in off-line publications for promotional purposes.
- 7.3 When using the Trademarks PARTNER and COMCOPIOUS will ensure that no composite marks are created with its own trademarks and/or logo's. PARTNER and COMCOPIOUS acknowledge that their use of the Trademarks does not create for itself any rights in the Trademarks other than those explicitly granted in this Agreement.
- 7.4 All proprietary rights in the equipment, software (such as interfaces) and other materials used by COMCOPIOUS in the performance of this Agreement, whether or not supplied to PARTNER, shall remain with COMCOPIOUS or their licensors. PARTNER shall exclusively acquire such right of use as is explicitly granted hereunder or otherwise.

1. This Agreement is made between COMCOPIOUS and PARTNER with the following terms and conditions:
1.1. COMCOPIOUS shall provide the services as set out in the schedule to this Agreement.
1.2. PARTNER shall pay to COMCOPIOUS the fee as set out in the schedule to this Agreement.
1.3. The term of this Agreement shall be for the period of 12 months.

2. CONFIDENTIALITY

- 2.1. During the term of this Agreement and after termination or expiration of this Agreement, the parties shall keep confidential the following information:
(a) all trade secrets, confidential information or any other information that is confidential under applicable law;
(b) all other information in respect of which the parties have a duty of confidentiality under applicable law;
(c) all other information in respect of which the parties have a duty of confidentiality under applicable law;
(d) all other information in respect of which the parties have a duty of confidentiality under applicable law;
(e) all other information in respect of which the parties have a duty of confidentiality under applicable law;
(f) all other information in respect of which the parties have a duty of confidentiality under applicable law;
(g) all other information in respect of which the parties have a duty of confidentiality under applicable law;
(h) all other information in respect of which the parties have a duty of confidentiality under applicable law;
(i) all other information in respect of which the parties have a duty of confidentiality under applicable law;
(j) all other information in respect of which the parties have a duty of confidentiality under applicable law;
(k) all other information in respect of which the parties have a duty of confidentiality under applicable law;
(l) all other information in respect of which the parties have a duty of confidentiality under applicable law;
(m) all other information in respect of which the parties have a duty of confidentiality under applicable law;
(n) all other information in respect of which the parties have a duty of confidentiality under applicable law;
(o) all other information in respect of which the parties have a duty of confidentiality under applicable law;
(p) all other information in respect of which the parties have a duty of confidentiality under applicable law;
(q) all other information in respect of which the parties have a duty of confidentiality under applicable law;
(r) all other information in respect of which the parties have a duty of confidentiality under applicable law;
(s) all other information in respect of which the parties have a duty of confidentiality under applicable law;
(t) all other information in respect of which the parties have a duty of confidentiality under applicable law;
(u) all other information in respect of which the parties have a duty of confidentiality under applicable law;
(v) all other information in respect of which the parties have a duty of confidentiality under applicable law;
(w) all other information in respect of which the parties have a duty of confidentiality under applicable law;
(x) all other information in respect of which the parties have a duty of confidentiality under applicable law;
(y) all other information in respect of which the parties have a duty of confidentiality under applicable law;
(z) all other information in respect of which the parties have a duty of confidentiality under applicable law.

3. DURATION AND TERMINATION

- 3.1. The first three month period of the Agreement is a trial period. Within this period, either party can terminate the Agreement upon immediate notice.
3.2. Without prejudice to clause 3.1, the Agreement is entered into for a period of one year and shall, unless terminated in writing by either party at least one month prior to the expiry of the one year term, continue in force for subsequent one year periods.
3.3. COMCOPIOUS and PARTNER have the right to terminate this Agreement with immediate effect if one of the parties:
(a) materially breaches the Agreement and such breach are not remedied within 30 days after having been given notice of such breach;
(b) is declared bankrupt or is granted a suspension of payment.
3.4. COMCOPIOUS has the right to terminate this Agreement with immediate effect, if PARTNER:
(a) becomes involved in the sale of good(s) and/or service(s) the sale of which is unlawful in the Region in which the good(s) and/or service(s) are offered;
(b) is subject to a monthly Chargeback rate that is higher than 1% of the total aggregate Purchase Price that has been processed by COMCOPIOUS for the account of PARTNER over a period of one month;
(c) is no longer accepted by Acquiring bank.
3.5. COMCOPIOUS has the right to terminate the Agreement with a one month notice term prior to termination if the COMCOPIOUS costs of the project will turn out to be subsequently higher than the earnings of the project.

4. LIMITATION OF LIABILITY

- 4.1. The liability of COMCOPIOUS under the Agreement is limited to an amount equal to the total sum of the monthly subscription fees and transaction fees paid by PARTNER to COMCOPIOUS over the period that the Agreement has been in force, with a maximum of 6 months.
4.2. Under no circumstances will COMCOPIOUS be liable for any claims of a financial institution or other payment of the Purchase Price.
4.3. No third party shall be liable to the other party for incidental, consequential or punitive damages incurred by that party as a result of a breach of this Agreement.

5. GENERAL

- 5.1. This Agreement, its Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement and supersedes all such previous agreements.

- 11.2 Amendment and waiver: no variation of this Agreement shall be valid unless it is in writing (including facsimile). The failure to exercise or any delay in exercising a right or remedy under this Agreement shall not constitute a waiver of the right or remedy, or a waiver of any other right or remedies, and no single or partial exercise of any right or remedy under this Agreement shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.
- 11.3 Assignment: PARTNER shall not assign or transfer or purport to assign or transfer any of its rights or obligations under this Agreement, except that it may assign all or any of its rights under this Agreement with the prior written consent of COMCOPIOUS (such consent not to be unreasonably withheld or delayed).
- 11.4 Severability: If any provision of this Agreement shall be held illegal, invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid and enforceable, and the legality, validity and enforceability of all other provisions of this Agreement shall not be affected thereby.
- 11.5 Survival: The provisions of clause 7 of these Conditions shall survive the termination of this Agreement for whatever reason, and, in addition, the obligations of the parties under this Agreement that by their nature continue beyond the expiration of this Agreement shall survive any termination or cancellation of the Agreement.

12. GOVERNING LAW AND JURISDICTION

- 12.1 These terms and Conditions and/or the Agreement are governed by, and shall be construed in accordance with the laws of Hong Kong, and all disputes arising out of or connected with these Terms and Conditions and/or the Agreement shall be subject to the exclusive jurisdiction of the competent court of Hong Kong, judging in first instance, and its appellate courts, subject to appeal at Hong Kong's High Court of Justice.

13. PROCESSING RULES

- 13.1 Credits are only allowed in emergency situations. Please notify COMCOPIOUS of any credits you need in writing.
- 13.2 PARTNER must send customer email and IP address with each Transaction along with other information as instructed by COMCOPIOUS from time to time.
- 13.3 Do not display the descriptor name and phone area on the website - this must only be displayed on a purchase confirmation page (Typically after the customer has successfully purchased a good(s) and/or service(s) offered by PARTNER). Please send a copy of the purchase confirmation page that displays the descriptor. Descriptor must also be displayed in a purchase confirmation email to the consumer.
- 13.4 PARTNER shall provide a list of all websites that the account will be used for.
- 13.5 PARTNER shall provide the customer service name and phone number and email we can provide to the Financial Institutions customer service department. Since the descriptor lies with this department, occasionally one of your customers may phone our department. Having your info on file will allow for quick resolution of any issues.
- 13.6 In case PARTNER exceeds any of the chargeback ratios defined below, the COMCOPIOUS may, at its sole discretion, declare PARTNER in breach of the chargeback thresholds and terminate PARTNER's processing account with immediate effect:
- If PARTNER exceeds a chargeback ratio of 1.00 % at the end of any given month;
 - If, over the course of any given month and at any given day, the PARTNER exceeds a chargeback ratio of 2.00%.
- In this context, the notion of chargeback ratio refers to the chargeback ratios in numbers (chargeback count) and volumes;
- (1) the ratio of the number of chargeback transactions to the total number of sales transactions as well as (2) the ratio of chargeback dollar volume to total interchange sales volume. A breach of the chargeback thresholds is given as soon as any the chargeback ratios is exceeded, be it numbers or in volume, independently of each other.

14. SCOPE OF SERVICE

- 14.1 This COMCOPIOUS processing agreement applies only for e-commerce credit card processing services provided by COMCOPIOUS for its Agents and/or PARTNER. PARTNER hereby authorizes COMCOPIOUS to perform such services. COMCOPIOUS will perform such services substantially in accordance with the defined herein.
- 14.2 Credit card processing is utilized by PARTNER to allow customers to purchase good(s) and service(s) from COMCOPIOUS. Transactions will be consummated by transferring funds between the customer's credit card to a settlement account established by COMCOPIOUS for PARTNER (the "settlement account"). Credit card processing is available on a 24/7 basis and can be accessed on-line via the Internet. PARTNER operates a toll-free number 1-800-855-2466.

COMCORPUS is subject only to the laws of its own jurisdiction

14.3 COMMERCE and PARTNER agree to the following definitions for use in this agreement:

14.3.1 Card associations are the governing bodies comprised of issuing and acquiring banks that set the rules and procedures for the processing of credit or debit transactions.

14.3.2 Chargeback are when a customer disputes a charge on a card resulting from fraudulent or improper use of the card by PARTNER.

14.3.3 Cardholder refers to the customer who has been given use of the card by the issuing bank.

14.3.4 Card issuer is a bank (also referred to as an issuing bank) which issued the card to the cardholder.

14.3.5 Acquiring bank is the bank which receives the request from Customer to process the transaction.

14.3.6 Cash advance is a request by the customer to receive cash or a cash equivalent payment from the available funds on the card.

14.3.7 "Settlement period" the period for which net revenue is calculated

14.4 PARTNER shall not require any cardholder to pay any part of any charge imposed upon PARTNER by this agreement, whether through any increase in price or otherwise require a customer presenting a card to pay any charge or price as a condition of sale that is not also required from a customer paying cash. However, PARTNER may not, by this term, be prevented from offering discounts to customers for cash purchases.

14.5 PARTNER will follow the steps provided by **COM.COPIOUS**, the card issuer or card association for accepting cards.

14.6 PARTNER agrees that any of the following shall be grounds for immediate termination of this agreement and COMCOPIOUS may hold funds if agreement is terminated; further PARTNER may be subject to additional punitive measures by card association and card issuers. PARTNER shall:

10.6.1 NOT divide a single card transaction between two or more sales drafts on a single card.

24.6.2 NOT deposit duplicate card transactions. PARTNER shall be debited for any adjustments for duplicate card transactions and shall be liable for any chargebacks which may result therefrom.

14.6.3 NOT deposit any card transaction for the purpose of obtaining or providing a cash advance either on PARTNER's card or the card of any other party

14 G-4 NOT obtain authorization for, nor process sales on any card PARTNER, PARTNER's immediate family and/or PARTNER's staff is authorized to use. Processing PARTNER's own card grounds for immediate termination.

14.6.5 NOT knowingly accept any fraudulent card transaction

14.6.6 NOT present for processing or credit, directly or indirectly, a card transaction which originated with any other PARTNER or any other source.

14.6.7 NOT present to COMCOPIOUS any card transaction representing the refinancing of an existing obligation of a cardholder including, but not limited to obligations (i) previously owed to PARTNER, (ii) arising from the dishonor of a cardholder's person check and/or (iii) representing the collection of any other pre-existing indebtedness, including collection of delinquent accounts on behalf of third parties.

14.6.8 NOT recycle transactions through or from COMCOPIOUS. If it is determined that after execution of an audit, PARTNER has recycled transactions, PARTNER will be notified to cease and desist this practice and will be fined USD \$25,000.00. The fine will be deducted from PARTNER's settlement or in the event the settlement is insufficient deducted from the reserve account, or from any other account held by COMCOPIOUS or the Financial Institution for PARTNER.

14.6.9 NOT re-submit failed transactions through COMCOPIOUS within a 24 hour period

14.6.10 PARTNER will be required to provide both the IP address and a valid email address for each cardholder's transaction and any other information from time-to-time instructed by COMCOPIOUS.

14.6.11 Accept transactions for Visa and Mastercard and convert the amount themselves if transactions submitted are processed and settled.

14.7 PARTNER acknowledges that an authorization provides only that the cardholder account has sufficient credit available to cover the amount of the current sale and that an authorization (i) is not a guarantee that the card transaction will not be subject to dispute or chargeback or (ii) does not warranty the identity of the cardholder.

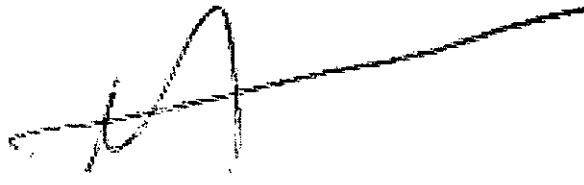
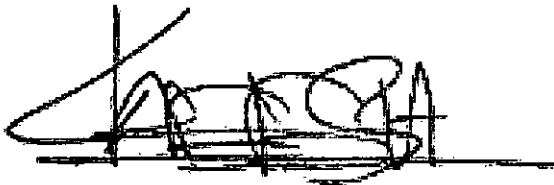
14.8 Upon activation of this agreement, PARTNER's web pages must display a warning notice as imposed by COMCOPIOUS and PARTNER is required to provide screen shot of this notice. Any changes to these pages without notification to COMCOPIOUS will result in temporary suspension of the account. PARTNER must also provide the staff of COMCOPIOUS access to these pages. If usernames and pass codes are required to access this information, PARTNER is required to provide these details upon account activation. Furthermore, PARTNER must provide all URLs which the account will be used to process with. The customer service email address and telephone number for each URL must also be provided.

15. ACCEPTABLE USES

15.1 Transactions involving the sales of Marijuana (DEA Number 7350 & 7370 | INCB Yellow Label - IDS Code: NC 001 and NC 008 or CAS No. 8063-14-7 and 6465-20-1 | INCB Green Label - IM 002, PD 010) aka Cannabis, Marijuana, THC, CBD and products containing Marijuana/THC/CBD such as edibles and ointments including industry paraphernalia are accepted by the acquiring bank.

COMCOPIOUS LIMITED

PARTNER



Full Name of Signer:

Full Name of Signer:

Shah Imraul Kaeesh

Richard Paterson

Title: Director

Title: Director

Date: 04/04/2017

Date: 04/04/2017

EXHIBIT H

DATA, LOGISTICS AND SERVICE PROCESSING AGREEMENT

THIS AGREEMENT (the "Agreement") is made on this date: 09/12/2017 by and between **ComCopiaus, Limited** a company duly incorporated and organized under the laws of Hong Kong, China, having its registered office/principal place of business at Unit 702, 7/F, Bangkok Bank Building, No. 18 Bonham Strand West, Hong Kong hereinafter referred to as "COMCOPIOUS", and **Body Action Health Ltd** a company duly incorporated and organized under the laws of BC having its registered principal place of business at 1085 Howe St Suite 950 Vancouver BC V6Z1P6 hereinafter referred to as "PARTNER".

The parties have agreed the following:

1. DEFINITIONS

- "Agreement": the agreement between COMCOPIOUS and PARTNER for the Data, Logistics and Service Processing Agreement;
- "PARTNER": PARTNER which is a duly incorporated entity desiring to enter into an Agreement with COMCOPIOUS;
- "Conditions": the COMCOPIOUS Data, Logistics and Service Processing Agreement Terms and Condition;
- "Customer": a natural person or legal entity or entities who or which has or have ordered goods and/or services from COMCOPIOUS through PARTNER;
- "COMCOPIOUS": COMCOPIOUS, LIMITED and or any of its World-Wide subsidiaries or group companies of COMCOPIOUS, LIMITED;
- "Cardholder": a natural person or legal entity or entities who or which is/are formally and officially registered with a Financial Institution as the holder of a particular debit card, credit card or bank account, and whose account number is used in an order;
- "Purchase Price": the price payable by the Customer(s) to COMCOPIOUS for the good(s) and/or service(s) ordered by the Customer(s) from PARTNER minus any fees, charges and commission withheld by, or due to, the Financial Institution(s);
- "Delivered or Shipped Good(s) and/or Service(s)": the goods(s) and/or services(s) provided to the Customer(s) by the PARTNER;
- "Invoice": Customer approved payable amount for the good(s) and/or service(s) the PARTNER delivered and/or shipped to the Customer and is payable by COMCOPIOUS to the PARTNER;
- "Financial Institution": the entity that processes the payment instructions received from the Customer by COMCOPIOUS for the payment method selected by the Customer and that, following authorization, effects payment of the Purchase Price;
- "Chargeback": a potential or expected claim or a claim made by a Financial Institution against COMCOPIOUS for repayment of the Purchase Price, including any fees, charges and commissions withheld by, or due to, the Financial Institutions, in connection with a denial or cancellation of an order for goods and/or services by a Cardholder or a claim by a Customer that PARTNER has failed to perform its obligations towards the Customer, including in connection with alleged non-conformity or non-timely delivery of the good(s) or service(s);
- "Refund (Credit)": any amount to be returned by COMCOPIOUS to a Customer's account;
- "Confidential Information": all information which prior to or upon its disclosure is designated as such by one party (the Disclosing party's) to the other party (the Receiving party's), or which should reasonably be considered as information of a confidential nature by the Receiving Party;
- "Deposit": if and to the extent agreed upon between COMCOPIOUS and PARTNER, an amount held on the COMCOPIOUS or Financial Institution's bank account securing payment of future Chargeback's by COMCOPIOUS to a Financial Institution after termination of the Agreement;
- "Trademarks": all trademarks and logo's of COMCOPIOUS that exist now or in the future, both registered and non-registered, all as may be specified by COMCOPIOUS from time to time.

2. PAYMENT OBLIGATIONS OF COMCOPIOUS TO PARTNER

- 2.1 The Invoice shall consist of the total outstanding settled Purchase Price for the account of PARTNER after deduction of the following:
- (a) Refunds (Credit);
 - (b) Chargeback's;
 - (c) any amount in order to meet any Deposit requirements;
 - (d) in addition to (a) and (b) above, any fines, fees, charges or commissions to be paid by PARTNER to Financial Institutions; and
 - (e) any charges or amounts due to COMCOPIOUS under the Agreement other than charges or amounts mentioned in (a) through (e) above.
- COMCOPIOUS is entitled to set-off any indebtedness of PARTNER towards COMCOPIOUS and itself.
- 2.2 Transactions which are not captured by PARTNER (either by active capturing or by automatic capturing) within 14 days after they were authorized by the related Financial Institution will automatically expire and can no longer be captured. Further, COMCOPIOUS has the right to remove the order data of any order that remains unpaid for more than 2 months (i.e. this relates for instance to transactions which are paid with off-line payment methods). COMCOPIOUS will keep all other historic transaction data available for on-line inquiries for at least 6 months after the last status change.

3. PAYMENT OBLIGATIONS OF PARTNER TO COMCOPIOUS

- 3.1 COMCOPIOUS will send PARTNER a monthly service fee for Data, Logistics and Service Processing Agreement fees. The payment must be received by COMCOPIOUS within 30 (thirty) days from the date of such advice. The currency will be either in Euro, Pound Sterling, or US Dollar.
- 3.2 PARTNER authorizes COMCOPIOUS to set-off advice with the Invoice in case COMCOPIOUS intends to use set-off.
- 3.3 COMCOPIOUS is entitled to alter the prices of the COMCOPIOUS Data, Logistics and Service Processing Agreement taking into account a reasonable notice period. If the prices are amended PARTNER is entitled to terminate the Agreement per the effective date of the amendment by sending COMCOPIOUS a written notice within fourteen days after receipt of the amendment notice.
- 3.4 PARTNER has no right to set-off, or to withhold payments to COMCOPIOUS, in connection with any amounts due to PARTNER by COMCOPIOUS.
- 3.5 PARTNER is responsible for all Chargeback's independent of the information provided by the Risk Management Module. Where the Financial Institutions allow a Chargeback to be disproved, PARTNER will bear the responsibility of providing any evidence required by the Financial Institution.

4. PARTNER GUARANTEE AND INDEMNITY

- 4.1 PARTNER guarantees to COMCOPIOUS that, while using the COMCOPIOUS Data, Logistics Payment Processing Services:
- 4.1.1 it provides and will provide such information to the Customer on its website and in other commercial communications to the Customer as is required pursuant to the laws of the Region and of those Region in which it offers its goods and/or services;
 - 4.1.2 it respects and will respect the intellectual property rights of third parties and does not and will not infringe such rights in any way;
 - 4.1.3 it does not and will not sell any good(s) or service(s) the sale of which is prohibited under the laws of the Region in which it offers its good(s) and/or service(s);
 - 4.1.4 it will comply with personal data protection laws of the Region and of those Region in which it offers its good(s) and/or service(s) and that it shall implement appropriate technical and organizational measures to protect personal data;
 - 4.1.5 it will perform its obligations towards the Customer, including but not limited to accepting responsibility for the acceptance of a Customer order, its fulfillment in an agreed upon manner, and all material warranties and guarantees or order commitments.
- 4.2 PARTNER will indemnify COMCOPIOUS and hold COMCOPIOUS harmless for any and all costs (including legal fees) and damages incurred by COMCOPIOUS as a result of a claim by a Customer or any other third party which is made against COMCOPIOUS in connection with a breach by PARTNER of the guarantees contained in clause 4.1.
- 4.3 Since the COMCOPIOUS Data, Logistics and Service Processing Agreement is kept up to date with going market requirements, from time to time COMCOPIOUS may adjust the content and interfaces of the COMCOPIOUS Data, Logistics and Service Processing Agreement. If such adjustments lead to a necessary change in software, interfaces or operating procedures at PARTNER, COMCOPIOUS will notify PARTNER as soon as possible prior to the execution of such adjustments, the costs that are attached to making these changes are borne by PARTNER.

COMCOPIOUS will keep existing interfaces or products available for at least one year after signing this Agreement, except for those circumstances where this may not reasonably be expected (including but not limited to changes in interfaces or products imposed on COMCOPIOUS by Financial Institutions or changes in the regulatory environment).

5. **PRIVACY**

- 5.1 COMCOPIOUS is the controller of all personal data which are given to COMCOPIOUS by PARTNER and/or the Customer. COMCOPIOUS is the data processor of such data.
- 5.2 COMCOPIOUS will keep the personal data (including credit card details) given to it by PARTNER and/or the Customer for as long as required in order to perform its obligations under the Agreement. The period in which Customer data will be stored will as a minimum equal the period granted to Customers by the Financial Institutions for the making of Chargeback's.
- 5.3 PARTNER will clearly and unambiguously inform its Customers that when they place an order for the good(s) and/or service(s), personal data provided by the Customer will be provided to COMCOPIOUS, acting as data processor of such data on behalf of PARTNER. PARTNER will clearly and unambiguously state that such data are only processed by COMCOPIOUS in order to process the payment instruction of the Customer and that the personal data of the Customer will not be provided to third parties other than the Financial Institutions for the chosen payment method.
- 5.4 COMCOPIOUS makes use of multiple Financial Institutions for the processing of payment transactions. Not all such Financial Institutions have flexibility within their systems to specify which information appears on the Customer's financial statement. Accordingly, in the case that PARTNER makes use of COMCOPIOUS connection numbers with the Financial Institutions and/or the bank account of COMCOPIOUS, PARTNER must clearly inform the Customer that COMCOPIOUS, whether or not in combination with the PARTNER name or the PARTNER URL, may appear on the Customer's bank statement or credit card statement.
- 5.5 COMCOPIOUS accepts no responsibility for the privacy policies of PARTNER and for the processing of personal Customer data by PARTNER.
- 5.6 Unless it is required to do so by law, COMCOPIOUS will not provide any personal Customer data to third parties other than to Financial Institutions to the extent such is required in order to process the payment instructions from the Customer.

6. **SERVICE LEVEL AND SECURITY**

- 6.1 COMCOPIOUS guarantees an average up time of 99% per month of the COMCOPIOUS Data, Logistics and Service Processing Agreement on the condition of full availability of the services of its Internet and telecom providers.
- 6.2 COMCOPIOUS does not guarantee any minimum response times in connection with on-line authorization of payment from a Financial Institution or availability of specific payment methods.
- 6.3 The COMCOPIOUS Data, Logistics and Service Processing Agreement servers are located in a secure environment, protected by an alarm installation, and is monitored 7 days a week, 24 hours per day.
- 6.4 Access to the COMCOPIOUS Data, Logistics and Service Processing Agreement servers and to the data thereon is permitted to authorized personnel of COMCOPIOUS only. The data on the COMCOPIOUS Data, Logistics and Service Processing Agreement servers are protected by a firewall. The COMCOPIOUS Data, Logistics and Service Processing Agreement supports robust encryption technologies.

7. **INTELLECTUAL PROPERTY RIGHTS**

- 7.1 COMCOPIOUS hereby grants PARTNER a royalty free and non-exclusive right for the term of this Agreement to use the Trademarks on its website(s) and in any off-line promotional materials solely in order to indicate that it makes use of the COMCOPIOUS Data, Logistics and Service Processing Agreement. PARTNER shall use such Trademarks in accordance with COMCOPIOUS's directions for the use of such Trademarks. PARTNER does not have a right of sub-license. COMCOPIOUS may apply limitations to the right granted to PARTNER under this paragraph at its sole discretion.
- 7.2 PARTNER hereby grants COMCOPIOUS a royalty free and non-exclusive right for the term of this Agreement to use its trademark and logo's on their websites and in off-line publications for promotional purposes.
- 7.3 When using the Trademarks PARTNER and COMCOPIOUS will ensure that no composite marks are created with its own trademarks and/or logo's. PARTNER and COMCOPIOUS acknowledge that their use of the Trademarks does not create for itself any rights in the Trademarks other than those explicitly granted in this Agreement.
- 7.4 All proprietary rights in the equipment, software (such as interfaces) and other materials used by COMCOPIOUS in the performance of this Agreement, whether or not supplied to PARTNER, shall remain with COMCOPIOUS or their licensors. PARTNER shall exclusively acquire such right of use as is explicitly granted hereunder or otherwise.

- 7.5 Upon termination of this Agreement PARTNER will immediately withdraw any reference to COMCOPIOUS from its website(s) and will cease the use of the Trademarks.
- 7.6 PARTNER is hereby granted rights to use VISA and MasterCard logo's on their premises and website according to Card Association guidelines available online.

8. CONFIDENTIALITY

- 8.1 During the term of this Agreement and after termination or expiration of this Agreement for any reason whatsoever, the Receiving Party shall:
- (a) not disclose Confidential Information to any person other than with the prior written consent of the other party or in accordance with clauses 8.2 and 8.4; and
 - (b) not use the Confidential Information for any purpose other than the performance of its obligations under this Agreement.
- 8.2 During the term of this Agreement, the Receiving Party may disclose the Confidential Information to its employees and/or to Financial Institutions and/or to other third parties (the "Recipient") to the extent reasonably necessary for the purposes of this Agreement.
- 8.3 The Receiving Party shall procure that each Recipient is made aware of and complies with all the Receiving Party's obligations of confidentiality under this Agreement as if the Recipient were a party to this Agreement.
- 8.4 The obligations contained in clause 8.1 to 8.3 shall not apply to any Confidential Information which:
- (a) is in the public domain at the date of this Agreement, or at any time after the date of this Agreement comes into the public domain other than through breach of this Agreement by the Receiving Party or any Recipient;
 - (b) is known by the Receiving Party prior to disclosure by the Disclosing Party to the Receiving Party;
 - (c) subsequently comes lawfully into the possession of the Receiving Party from a third party; or
 - (d) is disclosed by the Receiving Party pursuant to and in accordance with a relevant statutory obligation, an order of a court of competent jurisdiction or an order of a competent regulatory body.

9. DURATION AND TERMINATION

- 9.1 The first three month period of the Agreement is a trial period. Within this period, either party can terminate the Agreement upon immediate notice.
- 9.2 Without prejudice to clause 9.1, the Agreement is entered into for a period of one year and shall, unless terminated in writing by either party at least one month prior to the expiry of the one year term, continue in force for subsequent one year periods.
- 9.3 COMCOPIOUS and PARTNER have the right to terminate this Agreement with immediate effect, if one of the parties:
- (a) materially breaches the Agreement and such breach are not remedied within 30 days after having been given notice of such breach;
 - (b) is declared bankrupt or is granted a suspension of payment
- 9.4 COMCOPIOUS has the right to terminate this Agreement with immediate effect, if PARTNER:
- (a) becomes involved in the sale of good(s) and/or service(s) the sale of which is unlawful in the Region in which the good(s) and/or service(s) are offered;
 - (b) is subject to a monthly Chargeback rate that is higher than 1% of the total aggregate Purchase Price that has been processed by COMCOPIOUS for the account of PARTNER over a period of one month.
 - (c) is no longer accepted by Acquiring bank.
- 9.5 COMCOPIOUS has the right to terminate the Agreement with a one month notice term prior to termination if the COMCOPIOUS costs of the project will turn out to be subsequently higher than the earnings of the project.

10. LIMITATION OF LIABILITY

- 10.1 The liability of COMCOPIOUS under the Agreement is limited to an amount equal to the total sum of the monthly subscription fees and transaction fees paid by PARTNER to COMCOPIOUS over the period that the Agreement has been in force, with a maximum of 6 months.
- 10.2 Under no circumstances will COMCOPIOUS be liable for any failure of a Financial Institution to effect payment of the Purchase Price.
- 10.3 Neither party shall be liable to the other party for incidental, consequential or punitive damages incurred by that Party as a result of a breach of this Agreement.

11. GENERAL

- 11.1 Entire Agreement: this Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement and supersedes all such previous agreements.

- 11.2 Amendment and waiver: no variation of this Agreement shall be valid unless it is in writing (including per e-mail). The failure to exercise or any delay in exercising a right or remedy under this Agreement shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies, and no single or partial exercise of any right or remedy under this Agreement shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.
- 11.3 Assignment: PARTNER shall not assign or transfer or purport to assign or transfer any of its rights or obligations under this Agreement, except that it may assign all or any of its rights under this Agreement with the prior written consent of COMCOPIOUS (such consent not to be unreasonably withheld or delayed).
- 11.4 Severability: if any provision of this Agreement shall be held illegal, invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid and enforceable, and the legality, validity and enforceability of all other provisions of this Agreement shall not be affected thereby.
- 11.5 Survival: the provisions of clause 7 of these Conditions shall survive the termination of this Agreement for whatever reason, and, in addition, the obligations of the parties under this Agreement that by their nature continue beyond the expiration of this Agreement shall survive any termination or cancellation of the Agreement.

12. GOVERNING LAW AND JURISDICTION

- 12.1 These terms and Conditions and/or the Agreement are governed by, and shall be construed in accordance with the laws of Hong Kong, and all disputes arising out of or connected with these Terms and Conditions and/or the Agreement shall be subject to the exclusive jurisdiction of the competent court of Hong Kong, judging in first instance, and its appellate courts, subject to appeal at Hong Kong's High Court of Justice.

13. PROCESSING RULES

- 13.1 Credits are only allowed in emergency situations. Please notify COMCOPIOUS of any credits you need to issue.
- 13.2 PARTNER must send customer email and IP address with each Transaction along with other information as instructed by COMCOPIOUS from time to time.
- 13.3 Do not display the descriptor in any public area on the website - this must only be displayed on a purchase confirmation page. (Typically after the customer has successfully purchased a good(s) and/or service(s) offered by PARTNER) Please send a copy of the purchase confirmation page that displays the descriptor. Descriptor must also be displayed in a purchase confirmation email to the consumer.
- 13.4 PARTNER shall provide a list of all websites that the account will be used for.
- 13.5 PARTNER shall provide the customer service name and phone number and email we can provide to the Financial Institutions customer service department. Since the descriptor ties into this department, occasionally one of your customers may phone our department. Having your info on file will allow for quick resolution of any issues.
- 13.6 In case PARTNER exceeds any of the chargeback ratios defined below, the COMCOPIOUS may, at its sole discretion, declare PARTNER in breach of the chargeback thresholds and terminate PARTNER's processing account with immediate effect;
- If PARTNER exceeds a chargeback ratio of 1.00 % at the end of any given month,
 - If, over the course of any given month and at any given day, the PARTNER exceeds a
 - chargeback ratio of 2.00%.

In this context, the notion of chargeback ratio refers to the chargeback ratios in numbers (chargeback count) and volumes;

(1) the ratio of the number of chargeback transactions to the total number of sales transactions, as well as (2) the ratio of chargeback dollar volume to total interchange sales volume. A breach of the chargeback thresholds is given as soon as any the chargeback ratios is exceeded: i.e. in numbers or in volume. Independently of each other

14. SCOPE OF SERVICE

- 14.1 This COMCOPIOUS processing agreement applies only for e-commerce credit card processing services provided by COMCOPIOUS for its Agents and/or PARTNER. PARTNER hereby retains COMCOPIOUS to perform such services. COMCOPIOUS will perform such services substantially in accordance with the defined herein.
- 14.2 Credit card processing is utilized by PARTNER to allow customers to purchase good(s) and service(s) from COMCOPIOUS. Transactions will be consummated by transferring funds between the customer's credit card to a settlement account established by COMCOPIOUS for PARTNER (the "settlement account"). Credit card processing is available on a 365x24 basis and can be accessed on-line via the Internet. PARTNER specifically acknowledges that

COMCOPIOUS is neither a bank nor a depository of liquid funds. As a result, PARTNER specially acknowledges that as a result of COMCOPIOUS not being a bank or depository of liquid funds, COMCOPIOUS is not insured by any government agencies and is not self-insured. COMCOPIOUS is subject only to the laws of its own jurisdiction.

- 14.3 COMCOPIOUS and PARTNER agree to the following definitions for use in this agreement:
- 14.3.1 Card associations are the governing bodies comprised of issuing and acquiring banks that set the rules and procedures for the processing of credit cards.
 - 14.3.2 Chargeback are when a customer disputes a charge on a card claiming that the charge resulted from fraudulent or improper use of the card by PARTNER.
 - 14.3.3 Cardholder refers to the customer who has been given use of the card by the issuing bank.
 - 14.3.4 Card issuer is a bank (also referred to as an issuing bank) which issued the card to the cardholder.
 - 14.3.5 Acquiring bank is the bank which receives the request from Customer to process the transaction.
 - 14.3.6 Cash advance is a request by the customer to receive cash or a cash equivalent payment from the available funds on the card.
 - 14.3.7 "Settlement period" the period for which net revenue is calculated
- 14.4 PARTNER shall not require any cardholder to pay any part of any charge imposed upon PARTNER by this agreement, whether through any increase in price or otherwise require a customer presenting a card to pay any charge or price as a condition of sale that is not also required from a customer paying cash. However, PARTNER may not, by this term, be prevented from offering discounts to customers for cash purchases.
- 14.5 PARTNER will follow the steps provided by COMCOPIOUS, the card issuer or card association for accepting cards.
- 14.6 PARTNER agrees that any of the following shall be grounds for immediate termination of this agreement and COMCOPIOUS may hold funds if agreement is terminated; further PARTNER may be subject to additional punitive measures by card association and card issuers. PARTNER shall:
- 14.6.1 NOT divide a single card transaction between two or more sales drafts on a single card.
 - 14.6.2 NOT deposit duplicate card transactions. PARTNER shall be debited for any adjustments for duplicate card transactions and shall be liable for any chargebacks which may result there from.
 - 14.6.3 NOT deposit any card transaction for the purpose of obtaining or providing a cash advance either on PARTNER's card or the card of any other party
 - 14.6.4 NOT obtain authorization for, nor process sales on any card PARTNER, PARTNER's immediate family and/or PARTNER's staff is authorized to use. Processing PARTNER's own card grounds for immediate termination.
 - 14.6.5 NOT knowingly accept any fraudulent card transaction
 - 14.6.6 NOT present for processing or credit, directly or indirectly, a card transaction which originated with any other PARTNER or any other source.
 - 14.6.7 NOT present to COMCOPIOUS any card transaction representing the refinancing of an existing obligation of a cardholder including, but not limited to obligations (i) previously owed to PARTNER, (ii) arising from the dishonor of a cardholder's person check and / or (iii) representing the collection of any other pre-existing indebtedness, including collection of delinquent accounts on behalf of third parties.
 - 14.6.8 NOT recycle transactions through or from COMCOPIOUS. If it is determined that after execution of an audit, PARTNER has recycled transactions, PARTNER will be notified to cease and desist this practice and will be fined USD \$25,000.00. The fine will be deducted from PARTNER's settlement or in the event the settlement is insufficient deducted from the reserve account, or from any other account held by COMCOPIOUS or the Financial Institution for PARTNER.
 - 14.6.9 NOT re-submit failed transactions through COMCOPIOUS within a 24 hour period.
 - 14.6.10 PARTNER will be required to provide both the IP address and a valid email address for each cardholder's transaction and any other information from time-to-time instructed by COMCOPIOUS.
 - 14.6.11 Accept transactions for Visa and Mastercard and convert the amount themselves. All transactions submitted are processed and settled.
- 14.7 PARTNER acknowledges that an authorization provides only that the cardholder account has sufficient credit available to cover the amount of the current sale and that an authorization (i) is not a guarantee that the card transaction will not be subject to dispute or chargeback or (ii) does not warranty the identity of the cardholder.

14.8 Upon activation of this agreement PARTNER's web pages must display the written requirements imposed by COMCOPIOUS and PARTNER is required to provide screen shots of these pages. Any changes to these pages without notification to COMCOPIOUS will result in immediate suspension of the account. PARTNER must also provide the staff of COMCOPIOUS access to these pages. If usernames and pass codes are required to access this information, PARTNER is required to provide these details upon account activation. Furthermore, PARTNER must provide all URLs which the account will be used to process with. The customer service email address and telephone number for each URL must also be provided.

15. ACCEPTABLE USES

15.1 Transactions involving the sales of Marihuana (DEA Number 7360 & 7370 | INCB Yellow List - IDS Code: NC 001 and NC 008 or CAS No. 8063-14-7 and 6465-30-1 | INCB Green List - PT 002, PD 010) aka Cannabis, Marijuana, THC, CBD and products containing Marihuana/THC/CBD such as edibles and ointments including industry paraphernalia are accepted by the acquiring bank.

COMCOPIOUS LIMITED

PARTNER



DocuSigned by:
Andrew Kidd
F2B67C2BDB0641F...

Full Name of Signer:

Full Name of Signer:

Kaelem Shadeh

Andrew Kidd

Title: Director

Title: CEO

Date: 09/12/2017

Date: 09/12/2017

EXHIBIT I

DATA, LOGISTICS AND SERVICE PROCESSING AGREEMENT

THIS AGREEMENT (the "Agreement") is made on this date: 12/14/2017 by and between **ComCopious, Limited** a company duly incorporated and organized under the laws of Hong Kong, China, having its registered office/principal place of business at Unit 702, 7/F, Bangkok Bank Building, No. 18 Bonham Strand West, Hong Kong hereinafter referred to as "COMCOPIOUS", and **Life-FX Products LLC** a company duly incorporated and organized under the laws of CALIFORNIA having its registered principal place of business at 362 Binscarth Road, Los Osos, CA, 93402, USA hereinafter referred to as "PARTNER".

The parties have agreed the following:

1. DEFINITIONS

- "Agreement": the agreement between COMCOPIOUS and PARTNER for the Data, Logistics and Service Processing Agreement;
- "PARTNER": PARTNER which is a duly incorporated entity desiring to enter into an Agreement with COMCOPIOUS;
- "Conditions": the COMCOPIOUS Data, Logistics and Service Processing Agreement Terms and Condition;
- "Customer": a natural person or legal entity or entities who or which has or have ordered goods and/or services from COMCOPIOUS through PARTNER;
- "COMCOPIOUS": COMCOPIOUS, LIMITED and or any of its World-Wide subsidiaries or group companies of COMCOPIOUS, LIMITED;
- "Cardholder": a natural person or legal entity or entities who or which is/are formally and officially registered with a Financial Institution as the holder of a particular debit card, credit card or bank account, and whose account number is used in an order;
- "Purchase Price": the price payable by the Customer(s) to COMCOPIOUS for the good(s) and/or service(s) ordered by the Customer(s) from PARTNER minus any fees, charges and commission withheld by, or due to, the Financial Institution(s);
- "Delivered or Shipped Good(s) and/or Service(s)": the goods(s) and/or services(s) provided to the Customer(s) by the PARTNER;
- "Invoice": Customer approved payable amount for the good(s) and/or service(s) the PARTNER delivered and/or shipped to the Customer and is payable by COMCOPIOUS to the PARTNER;
- "Financial Institution": the entity that processes the payment instructions received from the Customer by COMCOPIOUS for the payment method selected by the Customer and that, following authorization, effects payment of the Purchase Price;
- "Chargeback": a potential or expected claim or a claim made by a Financial Institution against COMCOPIOUS for repayment of the Purchase Price, including any fees, charges and commissions withheld by, or due to, the Financial Institutions, in connection with a denial or cancellation of an order for goods and/or services by a Cardholder or a claim by a Customer that PARTNER has failed to perform its obligations towards the Customer, including in connection with alleged non-conformity or non-timely delivery of the good(s) or service(s);
- "Refund (Credit)": any amount to be returned by COMCOPIOUS to a Customer's account;
- "Confidential Information": all information which prior to or upon its disclosure is designated as such by one party (the Disclosing party's) to the other party (the Receiving party's), or which should reasonably be considered as information of a confidential nature by the Receiving Party;
- "Deposit": if and to the extent agreed upon between COMCOPIOUS and PARTNER, an amount held on the COMCOPIOUS or Financial Institution's bank account securing payment of future Chargeback's by COMCOPIOUS to a Financial Institution after termination of the Agreement;
- "Trademarks": all trademarks and logo's of COMCOPIOUS that exist now or in the future, both registered and non-registered, all as may be specified by COMCOPIOUS from time to time.

2. PAYMENT OBLIGATIONS OF COMCOPIOUS TO PARTNER

- 2.1 The Invoice shall consist of the total outstanding settled Purchase Price for the account of PARTNER after deduction of the following:
- (a) Refunds (Credit);
 - (b) Chargeback's;
 - (c) any amount in order to meet any Deposit requirements;
 - (d) in addition to (a) and (b) above, any fines, fees, charges or commissions to be paid by PARTNER to Financial Institutions; and
 - (e) any charges or amounts due to COMCOPIOUS under the Agreement other than charges or amounts mentioned in (a) through (e) above.
- COMCOPIOUS is entitled to set-off any indebtedness of PARTNER towards COMCOPIOUS and itself.
- 2.2 Transactions which are not captured by PARTNER (either by active capturing or by automatic capturing) within 14 days after they were authorized by the related Financial Institution will automatically expire and can no longer be captured. Further, COMCOPIOUS has the right to remove the order data of any order that remains unpaid for more than 2 months (i.e. this relates for instance to transactions which are paid with off-line payment methods). COMCOPIOUS will keep all other historic transaction data available for on-line inquiries for at least 6 months after the last status change.

3. PAYMENT OBLIGATIONS OF PARTNER TO COMCOPIOUS

- 3.1 COMCOPIOUS will send PARTNER a monthly service fee for Data, Logistics and Service Processing Agreement fees. The payment must be received by COMCOPIOUS within 30 (thirty) days from the date of such advice. The currency will be either in Euro, Pound Sterling, or US Dollar.
- 3.2 PARTNER authorizes COMCOPIOUS to set-off advice with the Invoice in case COMCOPIOUS intends to use set-off.
- 3.3 COMCOPIOUS is entitled to alter the prices of the COMCOPIOUS Data, Logistics and Service Processing Agreement taking into account a reasonable notice period. If the prices are amended PARTNER is entitled to terminate the Agreement per the effective date of the amendment by sending COMCOPIOUS a written notice within fourteen days after receipt of the amendment notice.
- 3.4 PARTNER has no right to set-off, or to withhold payments to COMCOPIOUS, in connection with any amounts due to PARTNER by COMCOPIOUS.
- 3.5 PARTNER is responsible for all Chargeback's independent of the information provided by the Risk Management Module. Where the Financial Institutions allow a Chargeback to be disproved, PARTNER will bear the responsibility of providing any evidence required by the Financial Institution.

4. PARTNER GUARANTEE AND INDEMNITY

- 4.1 PARTNER guarantees to COMCOPIOUS that, while using the COMCOPIOUS Data, Logistics Payment Processing Services:
- 4.1.1 it provides and will provide such information to the Customer on its website and in other commercial communications to the Customer as is required pursuant to the laws of the Region and of those Region in which it offers its goods and/or services;
 - 4.1.2 it respects and will respect the intellectual property rights of third parties and does not and will not infringe such rights in any way;
 - 4.1.3 it does not and will not sell any good(s) or service(s) the sale of which is prohibited under the laws of the Region in which it offers its good(s) and/or service(s);
 - 4.1.4 it will comply with personal data protection laws of the Region and of those Region in which it offers its good(s) and/or service(s) and that it shall implement appropriate technical and organizational measures to protect personal data;
 - 4.1.5 it will perform its obligations towards the Customer, including but not limited to accepting responsibility for the acceptance of a Customer order, its fulfillment in an agreed upon manner, and all material warranties and guarantees or order commitments.
- 4.2 PARTNER will indemnify COMCOPIOUS and hold COMCOPIOUS harmless for any and all costs (including legal fees) and damages incurred by COMCOPIOUS as a result of a claim by a Customer or any other third party which is made against COMCOPIOUS in connection with a breach by PARTNER of the guarantees contained in clause 4.1.
- 4.3 Since the COMCOPIOUS Data, Logistics and Service Processing Agreement is kept up to date with going market requirements, from time to time COMCOPIOUS may adjust the content and interfaces of the COMCOPIOUS Data, Logistics and Service Processing Agreement. If such adjustments lead to a necessary change in software, interfaces or operating procedures at PARTNER, COMCOPIOUS will notify PARTNER as soon as possible prior to the execution of such adjustments, the costs that are attached to making these changes are borne by PARTNER.

COMCOPIOUS will keep existing interfaces or products available for at least one year after signing this Agreement, except for those circumstances where this may not reasonably be expected (including but not limited to changes in interfaces or products imposed on COMCOPIOUS by Financial Institutions or changes in the regulatory environment).

5. **PRIVACY**

- 5.1 COMCOPIOUS is the controller of all personal data which are given to COMCOPIOUS by PARTNER and/or the Customer. COMCOPIOUS is the data processor of such data.
- 5.2 COMCOPIOUS will keep the personal data (including credit card details) given to it by PARTNER and/or the Customer for as long as required in order to perform its obligations under the Agreement. The period in which Customer data will be stored will as a minimum equal the period granted to Customers by the Financial Institutions for the making of Chargeback's.
- 5.3 PARTNER will clearly and unambiguously inform its Customers that when they place an order for the good(s) and/or service(s), personal data provided by the Customer will be provided to COMCOPIOUS, acting as data processor of such data on behalf of PARTNER. PARTNER will clearly and unambiguously state that such data are only processed by COMCOPIOUS in order to process the payment instruction of the Customer and that the personal data of the Customer will not be provided to third parties other than the Financial Institutions for the chosen payment method.
- 5.4 COMCOPIOUS makes use of multiple Financial Institutions for the processing of payment transactions. Not all such Financial Institutions have flexibility within their systems to specify which information appears on the Customer's financial statement. Accordingly, in the case that PARTNER makes use of COMCOPIOUS connection numbers with the Financial Institutions and/or the bank account of COMCOPIOUS, PARTNER must clearly inform the Customer that COMCOPIOUS, whether or not in combination with the PARTNER name or the PARTNER URL, may appear on the Customer's bank statement or credit card statement.
- 5.5 COMCOPIOUS accepts no responsibility for the privacy policies of PARTNER and for the processing of personal Customer data by PARTNER.
- 5.6 Unless it is required to do so by law, COMCOPIOUS will not provide any personal Customer data to third parties other than to Financial Institutions to the extent such is required in order to process the payment instructions from the Customer.

6. **SERVICE LEVEL AND SECURITY**

- 6.1 COMCOPIOUS guarantees an average up time of 99% per month of the COMCOPIOUS Data, Logistics and Service Processing Agreement on the condition of full availability of the services of its Internet and telecom providers.
- 6.2 COMCOPIOUS does not guarantee any minimum response times in connection with on-line authorization of payment from a Financial Institution or availability of specific payment methods.
- 6.3 The COMCOPIOUS Data, Logistics and Service Processing Agreement servers are located in a secure environment, protected by an alarm installation, and is monitored 7 days a week, 24 hours per day.
- 6.4 Access to the COMCOPIOUS Data, Logistics and Service Processing Agreement servers and to the data thereon is permitted to authorized personnel of COMCOPIOUS only. The data on the COMCOPIOUS Data, Logistics and Service Processing Agreement servers are protected by a firewall. The COMCOPIOUS Data, Logistics and Service Processing Agreement supports robust encryption technologies.

7. **INTELLECTUAL PROPERTY RIGHTS**

- 7.1 COMCOPIOUS hereby grants PARTNER a royalty-free and non-exclusive right for the term of this Agreement to use the Trademarks on its website(s) and in any off-line promotional materials solely in order to indicate that it makes use of the COMCOPIOUS Data, Logistics and Service Processing Agreement. PARTNER shall use such Trademarks in accordance with COMCOPIOUS's directions for the use of such Trademarks. PARTNER does not have a right of sub-license. COMCOPIOUS may apply limitations to the right granted to PARTNER under this paragraph at its sole discretion.
- 7.2 PARTNER hereby grants COMCOPIOUS a royalty free and non-exclusive right for the term of this Agreement to use its trademark and logo's on their websites and in off-line publications for promotional purposes.
- 7.3 When using the Trademarks PARTNER and COMCOPIOUS will ensure that no composite marks are created with its own trademarks and/or logo's. PARTNER and COMCOPIOUS acknowledge that their use of the Trademarks does not create for itself any rights in the Trademarks other than those explicitly granted in this Agreement.
- 7.4 All proprietary rights in the equipment, software (such as interfaces) and other materials used by COMCOPIOUS in the performance of this Agreement, whether or not supplied to PARTNER, shall remain with COMCOPIOUS or their licensors. PARTNER shall exclusively acquire such right of use as is explicitly granted hereunder or otherwise.

- 7.5 Upon termination of this Agreement PARTNER will immediately withdraw any reference to COMCOPIOUS from its website(s) and will cease the use of the Trademarks.
- 7.6 PARTNER is hereby granted rights to use VISA and MasterCard logo's on their premises and website according to Card Association guidelines available online.

8. CONFIDENTIALITY

- 8.1 During the term of this Agreement and after termination or expiration of this Agreement for any reason whatsoever, the Receiving Party shall:
- (a) not disclose Confidential Information to any person other than with the prior written consent of the other party or in accordance with clauses 8.2 and 8.4; and
 - (b) not use the Confidential Information for any purpose other than the performance of its obligations under this Agreement.
- 8.2 During the term of this Agreement, the Receiving Party may disclose the Confidential Information to its employees and/or to Financial Institutions and/or to other third parties (the "Recipient") to the extent reasonably necessary for the purposes of this Agreement.
- 8.3 The Receiving Party shall procure that each Recipient is made aware of and complies with all the Receiving Party's obligations of confidentiality under this Agreement as if the Recipient were a party to this Agreement.
- 8.4 The obligations contained in clause 8.1 to 8.3 shall not apply to any Confidential Information which:
- (a) is in the public domain at the date of this Agreement, or at any time after the date of this Agreement comes into the public domain other than through breach of this Agreement by the Receiving Party or any Recipient;
 - (b) is known by the Receiving Party prior to disclosure by the Disclosing Party to the Receiving Party;
 - (c) subsequently comes lawfully into the possession of the Receiving Party from a third party; or
 - (d) is disclosed by the Receiving Party pursuant to and in accordance with a relevant statutory obligation, an order of a court of competent jurisdiction or an order of a competent regulatory body.

9. DURATION AND TERMINATION

- 9.1 The first three month period of the Agreement is a trial period. Within this period, either party can terminate the Agreement upon immediate notice.
- 9.2 Without prejudice to clause 9.1, the Agreement is entered into for a period of one year and shall, unless terminated in writing by either party at least one month prior to the expiry of the one year term, continue in force for subsequent one year periods.
- 9.3 COMCOPIOUS and PARTNER have the right to terminate this Agreement with immediate effect, if one of the parties:
- (a) materially breaches the Agreement and such breach are not remedied within 30 days after having been given notice of such breach;
 - (b) is declared bankrupt or is granted a suspension of payment
- 9.4 COMCOPIOUS has the right to terminate this Agreement with immediate effect, if PARTNER:
- (a) becomes involved in the sale of good(s) and/or service(s) the sale of which is unlawful in the Region in which the good(s) and/or service(s) are offered;
 - (b) is subject to a monthly Chargeback rate that is higher than 1% of the total aggregate Purchase Price that has been processed by COMCOPIOUS for the account of PARTNER over a period of one month.
 - (c) is no longer accepted by Acquiring bank.
- 9.5 COMCOPIOUS has the right to terminate the Agreement with a one month notice term prior to termination if the COMCOPIOUS costs of the project will turn out to be subsequently higher than the earnings of the project.

10. LIMITATION OF LIABILITY

- 10.1 The liability of COMCOPIOUS under the Agreement is limited to an amount equal to the total sum of the monthly subscription fees and transaction fees paid by PARTNER to COMCOPIOUS over the period that the Agreement has been in force, with a maximum of 6 months,
- 10.2 Under no circumstances will COMCOPIOUS be liable for any failure of a Financial Institution to effect payment of the Purchase Price.
- 10.3 Neither party shall be liable to the other party for incidental, consequential or punitive damages incurred by that Party as a result of a breach of this Agreement.

11. GENERAL

- 11.1 Entire Agreement: this Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement and supersedes all such previous agreements.

- 11.2 Amendment and waiver: no variation of this Agreement shall be valid unless it is in writing (including per e-mail). The failure to exercise or any delay in exercising a right or remedy under this Agreement shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies, and no single or partial exercise of any right or remedy under this Agreement shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.
- 11.3 Assignment: PARTNER shall not assign or transfer or purport to assign or transfer any of its rights or obligations under this Agreement, except that it may assign all or any of its rights under this Agreement with the prior written consent of COMCOPIOUS (such consent not to be unreasonably withheld or delayed).
- 11.4 Severability: if any provision of this Agreement shall be held illegal, invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid and enforceable, and the legality, validity and enforceability of all other provisions of this Agreement shall not be affected thereby.
- 11.5 Survival: the provisions of clause 7 of these Conditions shall survive the termination of this Agreement for whatever reason, and, in addition, the obligations of the parties under this Agreement that by their nature continue beyond the expiration of this Agreement shall survive any termination or cancellation of the Agreement.

12. GOVERNING LAW AND JURISDICTION

- 12.1 These terms and Conditions and/or the Agreement are governed by, and shall be construed in accordance with the laws of Hong Kong, and all disputes arising out of or connected with these Terms and Conditions and/or the Agreement shall be subject to the exclusive jurisdiction of the competent court of Hong Kong, judging in first instance, and its appellate courts, subject to appeal at Hong Kong's High Court of Justice.

13. PROCESSING RULES

- 13.1 Credits are only allowed in emergency situations. Please notify COMCOPIOUS of any credits you need to issue.
- 13.2 PARTNER must send customer email and IP address with each Transaction along with other information as instructed by COMCOPIOUS from time to time.
- 13.3 Do not display the descriptor in any public area on the website - this must only be displayed on a purchase confirmation page. (Typically after the customer has successfully purchased a good(s) and/or service(s) offered by PARTNER) Please send a copy of the purchase confirmation page that displays the descriptor. Descriptor must also be displayed in a purchase confirmation email to the consumer.
- 13.4 PARTNER shall provide a list of all websites that the account will be used for.
- 13.5 PARTNER shall provide the customer service name and phone number and email we can provide to the Financial Institutions customer service department. Since the descriptor ties into this department, occasionally one of your customers may phone our department. Having your info on file will allow for quick resolution of any issues.
- 13.6 In case PARTNER exceeds any of the chargeback ratios defined below, the COMCOPIOUS may, at its sole discretion, declare PARTNER in breach of the chargeback thresholds and terminate PARTNER's processing account with immediate effect;
- If PARTNER exceeds a chargeback ratio of 1.00 % at the end of any given month,
 - If, over the course of any given month and at any given day, the PARTNER exceeds a
 - chargeback ratio of 2.00%.

In this context, the notion of chargeback ratio refers to the chargeback ratios in numbers (chargeback count) and volumes;

(1) the ratio of the number of chargeback transactions to the total number of sales transactions, as well as (2) the ratio of chargeback dollar volume to total interchange sales volume. A breach of the chargeback thresholds is given as soon as any the chargeback ratios is exceeded: i.e. in numbers or in volume. Independently of each other.

14. SCOPE OF SERVICE

- 14.1 This COMCOPIOUS processing agreement applies only for e-commerce credit card processing services provided by COMCOPIOUS for its Agents and/or PARTNER. PARTNER hereby retains COMCOPIOUS to perform such services. COMCOPIOUS will perform such services substantially in accordance with the defined herein.
- 14.2 Credit card processing is utilized by PARTNER to allow customers to purchase good(s) and service(s) from COMCOPIOUS. Transactions will be consummated by transferring funds between the customer's credit card to a settlement account established by COMCOPIOUS for PARTNER (the "settlement account"). Credit card processing is available on a 365x24 basis and can be accessed on-line via the Internet. PARTNER specifically acknowledges that

COMCOPIOUS is neither a bank nor a depository of liquid funds. As a result, PARTNER specially acknowledges that as a result of COMCOPIOUS not being a bank or depository of liquid funds, COMCOPIOUS is not insured by any government agencies and is not self-insured. COMCOPIOUS is subject only to the laws of its own jurisdiction.

- 14.3 COMCOPIOUS and PARTNER agree to the following definitions for use in this agreement:
- 14.3.1 Card associations are the governing bodies comprised of issuing and acquiring banks that set the rules and procedures for the processing of credit cards.
 - 14.3.2 Chargeback are when a customer disputes a charge on a card claiming that the charge resulted from fraudulent or improper use of the card by PARTNER.
 - 14.3.3 Cardholder refers to the customer who has been given use of the card by the issuing bank.
 - 14.3.4 Card issuer is a bank (also referred to as an issuing bank) which issued the card to the cardholder.
 - 14.3.5 Acquiring bank is the bank which receives the request from Customer to process the transaction.
 - 14.3.6 Cash advance is a request by the customer to receive cash or a cash equivalent payment from the available funds on the card.
 - 14.3.7 "Settlement period" the period for which net revenue is calculated
- 14.4 PARTNER shall not require any cardholder to pay any part of any charge imposed upon PARTNER by this agreement, whether through any increase in price or otherwise require a customer presenting a card to pay any charge or price as a condition of sale that is not also required from a customer paying cash. However, PARTNER may not, by this term, be prevented from offering discounts to customers for cash purchases.
- 14.5 PARTNER will follow the steps provided by COMCOPIOUS, the card issuer or card association for accepting cards.
- 14.6 PARTNER agrees that any of the following shall be grounds for immediate termination of this agreement and COMCOPIOUS may hold funds if agreement is terminated; further PARTNER may be subject to additional punitive measures by card association and card issuers. PARTNER shall:
- 14.6.1 NOT divide a single card transaction between two or more sales drafts on a single card.
 - 14.6.2 NOT deposit duplicate card transactions. PARTNER shall be debited for any adjustments for duplicate card transactions and shall be liable for any chargebacks which may result there from.
 - 14.6.3 NOT deposit any card transaction for the purpose of obtaining or providing a cash advance either on PARTNER's card or the card of any other party
 - 14.6.4 NOT obtain authorization for, nor process sales on any card PARTNER, PARTNER's immediate family and/or PARTNER's staff is authorized to use. Processing PARTNER's own card grounds for immediate termination.
 - 14.6.5 NOT knowingly accept any fraudulent card transaction
 - 14.6.6 NOT present for processing or credit, directly or indirectly, a card transaction which originated with any other PARTNER or any other source.
 - 14.6.7 NOT present to COMCOPIOUS any card transaction representing the refinancing of an existing obligation of a cardholder including, but not limited to obligations (i) previously owed to PARTNER, (ii) arising from the dishonor of a cardholder's person check and / or (iii) representing the collection of any other pre-existing indebtedness, including collection of delinquent accounts on behalf of third parties.
 - 14.6.8 NOT recycle transactions through or from COMCOPIOUS. If it is determined that after execution of an audit, PARTNER has recycled transactions, PARTNER will be notified to cease and desist this practice and will be fined USD \$25,000.00. The fine will be deducted from PARTNER's settlement or in the event the settlement is insufficient deducted from the reserve account, or from any other account held by COMCOPIOUS or the Financial Institution for PARTNER.
 - 14.6.9 NOT re-submit failed transactions through COMCOPIOUS within a 24 hour period.
 - 14.6.10 PARTNER will be required to provide both the IP address and a valid email address for each cardholder's transaction and any other information from time-to-time instructed by COMCOPIOUS.
 - 14.6.11 Accept transactions for Visa and Mastercard and convert the amount themselves. All transactions submitted are processed and settled.
- 14.7 PARTNER acknowledges that an authorization provides only that the cardholder account has sufficient credit available to cover the amount of the current sale and that an authorization (i) is not a guarantee that the card transaction will not be subject to dispute or chargeback or (ii) does not warranty the identity of the cardholder.

14.8 Upon activation of this agreement PARTNER's web pages must display the written requirements imposed by COMCOPIOUS and PARTNER is required to provide screen shots of these pages. Any changes to these pages without notification to COMCOPIOUS will result in immediate suspension of the account. PARTNER must also provide the staff of COMCOPIOUS access to these pages. If usernames and pass codes are required to access this information, PARTNER is required to provide these details upon account activation. Furthermore, PARTNER must provide all URLs which the account will be used to process with. The customer service email address and telephone number for each URL must also be provided.

15. ACCEPTABLE USES

15.1 Transactions involving the sales of Marihuana (DEA Number 7360 & 7370 | INCB Yellow List - IDS Code: NC 001 and NC 008 or CAS No. 8063-14-7 and 6465-30-1 | INCB Green List - PT 002, PD 010) aka Cannabis, Marijuana, THC, CBD and products containing Marihuana/THC/CBD such as edibles and ointments including industry paraphernalia are accepted by the acquiring bank.

COMCOPIOUS LIMITED



Full Name of Signer:

Kaelem Shaden

Title: Director

Date: 12/14/2017

PARTNER

DocuSigned by:
Alexander Gierczyk
0002C83A987345B...

Full Name of Signer:

Alexander Gierczyk

Title: President

Date: 12/14/2017

EXHIBIT J

APPENDIX 1

TERMS, FEES AND RESERVES Additional licensed condition with PARTNER

Account Setup Fee (one-time): \$500.00

Cards Accepted (Credit or Debit): Visa and Mastercard

Merchant Discount Rate: 8.50%

Fixed Fees and Charges:

Wiring Fee:	USD\$80
Chargebacks:	USD\$80
Max CHB per Month is:	1.00% < transaction count 1.00% < on currency value
Refunds/Credit:	USD\$8.00
Transaction Approved:	USD\$0.80
Transaction Declined:	USD\$0.80
Rolling Reserve:	5%
Reserve Hold Period:	3 month
Active Account:	3 months rolling
Terminated Account:	Min 12 month or 12 to 24 month for chargeback threshold violations

Payouts: Weekly, 2 weeks in arrears

Minimum Payouts: \$5,000 or as shown on your back office

Notes:

A temporary additional holdback may be imposed if your weekly transactional volume decreases more than 20%. COMCOPIOUS may change the fees and charges shown above from time to time for any increase in fees and charges from financial institutions, financial networks and other service or product providers.

COMCOPIOUS LIMITED

PARTNER



Full Name of Signer:

Kaelem Shadeh

Title: Director

Date: 12/14/2017



DocuSigned by:
Alexander Gierczyk
0002C83A687345E

Full Name of Signer:

Alexander Gierczyk

Title: President

Date: 12/14/2017

EXHIBIT K

DocuSign Envelope ID: 1AB2C414-84ED-4135-B025-5311665C3043

APPENDIX 1

TERMS, FEES AND RESERVES

Additional licensed condition with PARTNER

Account Setup Fee (one-time):	\$500.00
Cards Accepted (Credit or Debit):	Visa and Mastercard
Merchant/Discount Rate:	7.95%
Fixed Fees and Charges:	
Wiring Fee:	USD\$80
Chargebacks:	USD\$80
Max CHB per Month is:	1.00% < transaction count 1.00% < on currency value
Refunds/Credit:	USD\$8.00
Transaction Approved:	USD\$0.80
Transaction Declined:	USD\$0.80
Rolling Reserve:	10%
Reserve Hold Period:	6 months
Active Account:	6 months rolling
Terminated Account:	Min 12 month or 12 to 24 months for chargeback threshold violations
Payouts:	Weekly, 2 weeks in arrears
Minimum Payouts:	\$5,000 or as shown on your back office

Notes:

A temporary additional holdback may be imposed if your weekly transactional volume decreases more than 20%. COMCOPIOUS may change the fees and charges shown above from time to time for any increase in fees and charges from financial institutions, financial networks and other service or product providers.

COMCOPIOUS LIMITED

PARTNER

Full Name of Signer:

Kassem Shadeh

Title: Director

Date: 09/12/2017

Full Name of Signer:

Andrew Kidd

Title: CEO

Date: 09/12/2017

Data, Logistics and Service Processing Agreement
Version 3.0



Printed by PARTNER Authorized Representative
Made in COMCOPIOUS authorized Representative

APPENDIX 1 - 7/95-10/14 add

2 of 3

CONTINUE

EXHIBIT L

From: **iCanPay Support** support@icanpay.cn.com
Subject: **An Important Message from iCanPay**
Date: **June 3, 2017 at 10:31 AM**
To: support@icanpay.cn.com



For two years now, we've been building, refining, negotiating with acquirers globally to offer the most reliable, sustainable processing service for the legal cannabis industry. We are now the de facto leader for this sector processing tens of thousands of transactions per day. We appreciate all our valued loyal customers for your patience and input as we continue to improve the platform many of you have come to depend on.

And for these two years, we have been able to keep our costs to a minimal without any increase. However, we are now required to increase our transaction fee by USD\$0.30. The effective transaction rate will now be USD\$0.80 as of June 1st, 2017. You will also be receiving a new "TERMS" sheet within the next few days outlining this increase with a minor update on the terms itself. The good news despite this increase, is that your wire fees will decrease to \$80 from \$100. A 20% decrease.

Finally, this weekend, we will be migrating to a very robust server environment that will be able to keep up with the explosive growth iCanPay has enjoyed this last quarter. You should not experience any outages of the transactional abilities. The most some of you may experience is a possibly minor communication latency to our legacy servers.

Thank you for your attention, and with your continued cooperation and assistance, we will strive to provide the best possible processing solution for the cannabis industry on the planet.



iCanPay is part of the CornCopious Limited Global Group of Companies

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EXHIBIT M

From: **iCanPay Support** support@icanpay.cn.com
Subject: **An Important Update from iCanPay**
Date: June 19, 2017 at 11:18 AM
To: support@icanpay.cn.com



To our Valued Partner Merchant,

We were told the approval ratios should start to improve this weekend and finally back to our standard 90%+ approval by Monday. Which obviously have not happened yet. This matter was/is a purely technical issue caused by certain filters being imposed inadvertently by one of our technology partner. We continue to work on the issue with our acquirer and will let you know when it is remedied.

In our two years of operation, this is the second time this has happened. We obviously do not intend to make this a habit, but please know we are the leading and possibly the only organization in this space providing the most sustainable and fully transparent (transaction profile which is fully disclosed to our banks/acquirers - with exacting MCC codes) service to the Cannabis Industry and verticals such as CBD and Kratom related products.

We appreciate the continued support, patience and understanding.



iCanPay is part of the ComCoptious Limited Global Group of Companies

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EXHIBIT N

From: **ICanPay Support** support@icanpay.cn.com
Subject: **UPDATE for PM**
Date: July 19, 2017 at 12:34 AM
To: support@icanpay.cn.com



We sincerely apologize for the lack of timely updates. An email update was sent to your ISO yesterday and we hope they have been in touch with you. The following is what is happening and a proposal for our current payout dilemma;

One of our bank network have been using a PSP (Agent) to distribute transactional funds to us. If you would like to know more about the PSP, please contact us directly. It has been almost a month since they have made any disbursements to us and they now owe us over \$2,700,000. Our attorneys have sent them a formal legal demand for payment on July 14th and awaiting their response hoping for an amicable resolution on this matter, but it now seems we will have to pursue full legal remedies.

We have hence, not been able to make our weekly payments to you. According to our DLPPA which you executed with us, we are technically not liable for payment UNTIL we receive payment from the Financial Institution;

Under paragraph 10 titled **LIMITATION OF LIABILITY**, section 10.2, we stipulate the following: Under no circumstances will COMCOPIOUS be liable for any failure of a Financial Institution to effect payment of the Purchase Price.

Regardless of these TERMS, we COMCOPIOUS intend to make you whole. However, we will need your help and cooperation, and to consider the following two choices;

1. If you continue using our services - while making weekly payments against new transactions - we will make additional bi-weekly payments towards the old balance. Depending on the new weekly transactional volume, we should be able to satisfy the past account balances in 6-8 months.
2. If you elect not to continue with iCanPay, we anticipate to satisfy past account balances in 8-12 months. Payments will be made once a month.

Of course, when we receive settlement from the PSP, remittances will be made immediately and proportionately against your account balance.

So that we can prepare, we will be closing out (merely for simplification) all current balances from the back office on July 19th. Accounting of the bi-weekly or monthly payments against the closed balances will be performed offline and reported as payments are made.

Thank you for your support.



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EXHIBIT O

iCanPay Status Update and Payment Updates

1 message

Kotaro SHIMOGORI <shimogori@comcopious.cn.com>
To: support@icanpay.cn.com

Wed, Nov 1, 2017 at 8:42 PM

To our valuable Partner Merchant,

As you know, we have been back online, stronger than ever and achieving 90%+ approval ratio depending on the transaction profile you transmit to iCanPay.

As you know, we sent an email to your ISO explaining the circumstances. That a rogue agent nefariously took your/our processing proceeds. On that explanation, we talked about zeroing out your account at that time. We did not proceed with that plan as we thought maintaining two records (if you elected to send new transactions to us - creating two distinct records) would be more complicated.

As you might have heard, we have been able to start payments on previously (legacy) processed payments about two weeks ago.

However, after starting partial payouts towards the legacy funds, along with also managing your new transactions, we found ourselves making unacceptable internal errors. The legacy was not paid properly, the current transactional proceeds were skipped confused by the legacy payments.

In order to correct this setback, we must now go back to our original plan zeroing out the legacy. Please do not be alarmed if you see the older funds as being paid. You will start to see this in the next 48 hours. We will send you another payout schedule for the legacy this week.

Please know, we obviously did not anticipate not being paid, so the accounting have been performed manually outside our regular system and truth be said, it has been an accounting nightmare. I appreciate your patience while we finally remedy your account.

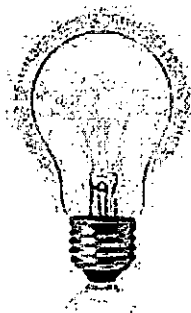
Thank you for your attention,

Kotaro Shimogori

PS: A copy of this correspondence have been emailed to your ISO as well, if you have any questions please reach out to us via your ISO.

--

Schedule a meeting with me by clicking [HERE](#)



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EXHIBIT P

Compose

Inbox
 ★ Starred
 📧 Snoozed
 📧 Important
 ➤ Sent
 📧 Drafts 217
 📧 Categories
 📧 [imap]/Drafts
 📧 [imap]/Sent
 📧 [imap]/Trash 26
 📧 Aline and Quinn 51
 📧 Mind Body Green 19
 📧 Personal
 📧 Travel 9
 ✎ More

Sign in

Signing in will sign you into Hangouts
 across Google
[Learn more](#)

Andykidd1@gmail.com merchant settlement request

Ray Serion <ray@scaper247.com>

to Kotaro, Bruce

Jan 4, 2018, 10:32 AM

Good morning Kotaro,

Would be grateful if you could help facilitate settlement of some sort for merchant andykidd1@gmail.com. 100% of their small sized business relied on these deposits which is now on the brink of closure.

Its really really hurt these poor guys, so if you can please make a special exception to help them out while your challenges on the acquiring bank is being sorted out, it would be greatly appreciated.

Thanks,

Ray S

Sent from my LG Mobile



Andy Kidd <andykidd1@gmail.com>

to Ray

Jan 4, 2018, 5:03 PM

Thanks Ray.

Hi,

Ray Serion <ray@scaper247.com>

to Kate, me

Jan 4, 2018, 9:39 PM

Traction finally...

----- Original message -----

From: Bruce Lee (iCanPay Support Team)

Date: Thu, Jan 4, 2018 9:38 PM

To: Ray Serion

Cc:

Subject: [iCanPay Support Team] Re: Andykidd1@gmail.com merchant settlement request

Please review the update below (Jan 4, 2018)

Your request (5497) has been updated. To add additional comments, reply to this email.



Bruce Lee (iCanPay Support Team)

Jan 4, 5:39 PM EST

We are waiting for the acquirer to come back from their holidays. They owe iCanPay a substantial amount as well. We hope to get some kind of resolution early next week. At that time, we will also reach out to the PM and provide a schedule of payment.



Ray

Jan 4, 2018, 10:32 AM PST

Good morning Kotaro,

Would be grateful if you could help facilitate settlement of some sort for merchant andykidd1@gmail.com. <<mailto:andykidd1@gmail.com>> 100% of their small sized business relied on these deposits which is now on the brink of closure.

Its really really hurt these poor guys, so if you can please make a special exception to help them out while your challenges on the acquiring bank is being sorted out, it would be greatly appreciated.

Thanks,

Ray S

Sent from my LG Mobile

This email is a service from iCanPay Support Team.



Andy Kidd <andykidd1@gmail.com>

to Ray

Jan 5, 2018, 5:02 PM

Finger's crossed, Thanks for the update

Hi,



Andy Kidd <andykidd1@gmail.com>

to Kotaro, Bruce Ray

Mar 5, 2018, 5:30 PM

Hi Kotaro,

What is the current status of our remittance? Please provide some information so we know where we are at.

Hi,



iCanPay Support Team <support@icouponexpress.com>

to me

Mar 5, 2018

Please review the update below (Mar 5, 2018)

Your request has been received and is being reviewed by our support staff. We will respond within 48 hours of this email.

To add additional comments, reply to this email.



Andy Kidd

Mar 5, 5:30 PM EST

This email is a response from iCanPay Support Team.



Bruce Lee (iCanPay Support Team) <support@composious.render.com>
to me

Mar 5, 2018, 4:30 AM

Hi, Please get in touch with me if you need help.

Your request (6958) has been updated. To add additional comments, reply to this email.



Bruce Lee (iCanPay Support Team)
Mar 5, 2018, 4:30 AM PST

We have not been paid by the bank for your transactions yet. We are actually in the process of bringing potential legal action against them. We will keep you updated.

Todoist



Andy Kidd
Mar 5, 2018, 4:30 PM PST

Hi Kotaro,

This email is a response from iCanPay Support Team.



Andy Kidd <andykidd1@gmail.com>
to iCanPay

Mar 5, 2018, 5:52 PM

When do you expect this to be resolved.

Todoist



Andy Kidd <andykidd1@gmail.com>
to Kotaro

Apr 5, 2018, 10:13 AM

Hi Kotaro,

I thought I would reach out to you directly to see if you had any news for us regarding our funds

Our business never fully recovered from this as we lost most of our partners. At this stage, receiving our funds would at least allow us to stay in business and not close up shop, as it's looking like we may have to do in the upcoming weeks. Nobody will work with us because we couldn't pay our bills when the funds weren't remitted

Realistically, will you be getting our funds to us?

Best,

Andy
PG Express



Andy Kidd <andykidd1@gmail.com>
to Cole

Apr 5, 2018, 12:31 PM



Cole Gibson <colegibson@usbank.com>
to me

Apr 5, 2018, 12:11 PM

You should be pay on these

Todoist



Andy Kidd <andykidd1@gmail.com>
to Kotaro, Bruce, Ray

Apr 5, 2018, 6:05 PM

Hi Kotaro,

We never heard back after our last email. Could you please let us know if there has been any progress made in our remittance?

Thanks



iCanPay Support Team <support@composious.render.com>
to me

Apr 6, 2018, 4:05 PM

Hi, Please get in touch with me if you need help.

Your request has been received and is being reviewed by our support staff. We will respond within 48 hours of this email.

To add additional comments, reply to this email.



Andy Kidd
Apr 6, 2018, 4:05 PM

This email is a response from iCanPay Support Team.



Todoist

Andy Kidd <andykidd1@gmail.com>
to Kotaro, Ray, Cole, Bruce

Hi Kotaro,

We will try reach out once more in hopes that you are still working on recouping our funds.

We have sent a number of emails that have gone unanswered to and would like confirmation that the promises you made previously about the bank releasing the funds were true.

Are you still working on this for us? Or have you abandoned it and left us out \$80000?

Andy Kidd <andykidd1@gmail.com>
to Kotaro, Bruce, Ray, Cole

Hi Kotaro,

Based on your silence and lack of replies to any of our emails over the past weeks, we are going to assume that you have no interest anymore in making good the funds we lost.

We only believed that you were sincere based on your earlier emails, but we can only assume now that you've lost interest in paying back the funds you owe.

We were contacted by a company 3 weeks ago who claim they are building a public forum of some kind with other dispensaries who lost funds, to warn people about your company. We initially ignored their earlier request to team up with them (we believed at the time that you were going to pay back the debts), but at this point, we don't see any reason not to provide some financial support to them, as we were obviously mistaken to think you were genuinely interested in repaying the money.

It's very unfortunate that you've decided to go this route, instead of simply replying to our emails.

iCanPay Support Team <support@icannpay.com>
to me

Hi! Please type your reply above this line ->P

Your request has been received and is being reviewed by our support staff. We will respond within 48 hours of this email.

To add additional comments, reply to this email.

Andy Kidd
Apr 14, 5:29 PM PDT

This is not a reply from iCanPay Support Team.



Kotaro Shimogori <kotaro@shimogori.com>
to Ray, Cole, me, Bruce

Andy,

We are preparing a settlement. I've been trying to get that together for all that was involved.

I just don't have any further updates for you YET.

Please call me if you'd like. Use my calendar link to make an appointment please.

Kotaro

Kotaro Shimogori <kotaro@shimogori.com>
to me, Bruce, Ray, Cole

Bro, the settlement will be offering in about another 30-60 days at most.

Andy Kidd <andykidd1@gmail.com>
to Kotaro

That's great news. Thanks for the update. We feel much better now.

Best,

Andy

Andy Kidd <andykidd1@gmail.com>
to Kotaro

Hi Kotaro,

I was hoping perhaps you might have some news on our funds?

Best,

Kotaro Shimogori <kotaro@shimogori.com>
to me

Not quite yet. But sincerely getting closer. Please reach out again in 3 weeks. I should have a better idea by then.

Thanks for your patience, Kotaro

Andy Kidd <andykidd1@gmail.com>
to Kotaro

Hi Kotaro

It's been a few weeks so I thought I would check in again. Is there any news?

Kotaro Shimogori <kotaro@shimogori.com>
to me

Jun 8, 2018, 8:25 AM ☆ ↩ ⋮

Sorry for the late reply... we should be resolving a lot of our issues shortly and come back to you stronger than ever.
Your patience is greatly appreciated. Thanks, Kotaro

1/2

Todoist



Andy Kidd <andykidd@gmail.com>
to Kotaro

Jun 8, 2018, 10:22 AM ☆ ↩ ⋮

Hi Kotaro,

That doesn't give us any idea as to what is going on or when we can expect reimbursement.

Will we be getting our \$80k back or not? Respectfully, be straight with us now.

2/2



Kotaro Shimogori <kotaro@shimogori.com>
to me

Jun 8, 2018, 10:25 AM ☆ ↩ ⋮

We have FULL intention to pay you despite documented fact we did not get paid.
Furthermore, you signed our agreement that stipulate on paragraph 10.2 that we can not be held liable for a bank that does NOT pay us.
Despite all this, WE fully intend to make good on our relationship.
You will get a proposal soon. I can not give you any more than that right now. Please try to reach out in 3-4 weeks again.

2/2



Andy Kidd <andykidd@gmail.com>
to Kotaro

Jun 8, 2018, 10:31 AM ☆ ↩ ⋮

This is very disappointing...

1/2

↩ Reply

➦ Forward

Todoist

EXHIBIT Q



(<https://www.linkedin.com/in/kotaro-shimogori-3514818/>)

Kotaro Shimogori Fraud Warning

Kotaro Shimogori has stolen in excess of \$500000.00+ from merchants who obtained merchant processing from one of his companies. No reason has been given for the theft of funds, outside of a story about his bank allegedly freezing his funds. He has become unresponsive to all attempts to contact him. His companies continue to process Credit Card transactions.

Do not be one of the merchants who gets scammed by this individual.

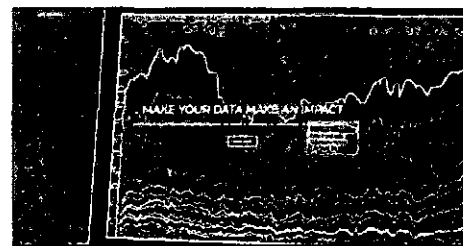
His Websites



(<http://www.icanpay.cn.com/>)
www.icanpay.cn.com
 (<http://www.icanpay.cn.com/>)



(<http://www.comcopious.cn.com/>)
www.comcopious.cn.com
 (<http://www.comcopious.cn.com/>)



(<http://www.shimogori.com/>)
www.shimogori.com
 (<http://www.shimogori.com/>)

Other Victims

1:38 PM (4 hours ago)

to me

I was told this site though friend of mine who were his previous partner. He told me he typed Kotaro's name and the web site appeared.

Kotaro took the money from his company bank account by submitting the fake document to bank. I don't know if he has the video of Kotaro going to bank and submitting the document, but when he found out that no money left at company account, he asked the bank the situation and they found out that Kotaro was on video submitting the document to bank.

I know he took US\$150,000 through that method and over US\$200,000 plus from the partner's clients. They told Kotaro to come to Japan to explain then he confessed what he has done written and signed by him. They tried to get the money back from Kotaro but basically he run away. They thought about reporting to police, but not being American citizen, it is just too hard to make steps and also this was causing extra money so they are holding at the moment.

My damage was about US\$70,000. He was telling us that he will ask system company to create the system for credit card transaction and total project was US\$200,000 and I paid 1/3 of it. I was in touch with another American guy who paid US\$20,000 to Kotaro through this fake project he make up. The evidence I have is recording conversations, since we were having skype meeting once a week. At that time, Kotaro confessed about his fraud and I have that recorded on my phone.

Associates



(<https://www.linkedin.com/in/cale-gibson-4ba35768/>)

Cale Gibson

(<https://www.linkedin.com/in/cale-gibson-4ba35768/>)



(<https://www.linkedin.com/in/ray-serion-95a02668/>)

Ray Serion

(<https://www.linkedin.com/in/ray-serion-95a02668/>)

ICANPAY REDDIT THREAD:

solution, though they do appear to be an honest business.

[permalink](#) [embed](#) [save](#) [give gold](#)

[-] [kratom-og](#) 1 point 7 months ago

Were you ever paid? Im really thinking icanpay is a scam

[permalink](#) [embed](#) [save](#) [parent](#) [give gold](#)

[-] [Amg1271989](#) 1 point 6 months ago

You have to process \$2500 to make a withdrawal. They offered to refund my application fee but I told them that I would wait it out. Starting to reconsider that. Pretty certain they are not a scam, but they do not have an adequate solution for processing kratom, which I sell as well

[permalink](#) [embed](#) [save](#) [parent](#) [give gold](#)

[-] [kratom-og](#) 1 point 6 months ago

I have surpassed that and yet to be paid. Bank issues I was told. Last two payments skipped. 1/30 approval rate at the moment. I removed the processor until I get paid

[permalink](#) [embed](#) [save](#) [parent](#) [give gold](#)

[-] [Youthtrendsz](#) 1 point 6 months ago

I have over 20k waiting to be paid, they have already skipped a week and a half. I Have been unable to process as well, approval rate is at 1/20 Haven't got my first payout.

[permalink](#) [embed](#) [save](#) [parent](#) [give gold](#)

[-] [Amg1271989](#) 1 point 6 months ago

Damn sorry to hear that. Did you ever get a payout since you began using iCanPay? My situation was that I signed up and processing went down immediately. After reading what you guys said, it could have been a blessing in disguise. I hope not though because I was hoing on using them once they got their shit together.

[permalink](#) [embed](#) [save](#) [parent](#) [give gold](#)

[-] [Youthtrendsz](#) 1 point 6 months ago

Did you ever get a payout from them?

[permalink](#) [embed](#) [save](#) [parent](#) [give gold](#)

[-] [kratom-og](#) 1 point 6 months ago

Nope and the company who referred me is now questioning the legitimacy of it.

[permalink](#) [embed](#) [save](#) [parent](#) [give gold](#)

[-] [Youthtrendsz](#) 1 point 6 months ago

what did the referring company say?

[permalink](#) [embed](#) [save](#) [parent](#) [give gold](#)

[-] [kratom-og](#) 1 point 6 months ago

That it would be wise to not use the processors until you get paid. I just found that icanpay try to snag two \$500 charges on my card on 5-23. Called support, they traced to buy to Corncopious, which is icanpay. She was not able to say what I bought from them. Cancelled payment and credit card. I'd be really concerned b and proactive here

[permalink](#) [embed](#) [save](#) [parent](#) [give gold](#)

[-] [0100011001001011](#) 1 point 11 months ago

Well, Sophos blocked their web page for me... I wouldn't go near it.

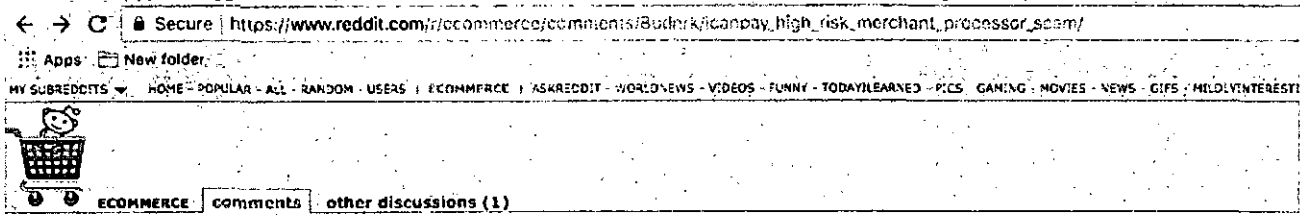
[permalink](#) [embed](#) [save](#) [give gold](#)

[-] [standover_man](#) 2 points 11 months ago

(https://www.reddit.com/r/ecommerce/comments/5w60tv/icanpay_hidden_gem_or_a_bad_time_waiting_to/)

ICANPAY REDDIT THREAD 2 (View full thread here

(https://www.reddit.com/r/ecommerce/comments/8udnrk/icanpay_high_risk_merchant_processor_scam/)):



all 7 comments

sorted by: best



save

content policy formatting help

[-] netmerchant99 · 5 points 18 hours ago

We got taken for \$85000.

We never even received 1 payout. We took a chance and ran that volume over the course of 3 weeks before realizing they weren't going to pay. It nearly destroyed our business.

Initially, Kotaro seemed sincere about getting our money back. Now his stance has changed, he's stating to merchants that he's not really obligated to return any of the money.

We aren't at all optimistic about seeing our money again. Please be warned, Kotaro Shimogori WILL steal your money.

permalink embed save edit disable inbox replies delete reply

[-] TheMiddle-AgedWalter · 4 points 1 day ago

cross post this in r/cbd I see them discussed there a lot. Sorry for your loss.

permalink embed save report give gold reply

[-] pm_mba · 2 points 18 hours ago

This seems like the case with all high risk processors. If not initially they will wait for a little while and then scam you claiming GBPP.

Any references for good high risk merchants?

permalink embed save report give gold reply

[-] hemplicated · 1 point 4 hours ago

We have been with our merchant provider for nearly a year without any issue... When we signed up wit them, they provided numerous merchant references in the CBD space. The company is BMJ Group and they are a gold member with the National Hemp Association. They dont charge any up front fees and only charge their setup fee when you are

If you have been a victim of this individual, please contact us below, as we will soon be starting legal proceedings against this individual.

Full Name

Email

Enter Your Message

Send



EXHIBIT R

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT,
IN AND FOR MIAMI-DADE COUNTY, FLORIDA
CIVIL ACTION**

COMCOPIOUS CALIFORNIA, INC.

Plaintiff,

Case No.:

v.

JONATHAN DARDASHTI, individually,
GOLDAR MARKETING, LLC;
INTERMOTEC, INC.;
CAPITOL TECHNOLOGIES, LLC; and,
JOHN DOES 1-10,

Defendants.

_____ /

COMPLAINT

Plaintiff COMCOPIOUS CALIFORNIA, INC. ("COMCOPIOUS" or "Plaintiff") sues Defendants, JONATHAN DARDASHTI, GOLDAR MARKETING, LLC, INTERMOTEC, INC., CAPITOL TECHNOLOGIES, LLC, and JOHN DOES 1-10, (collectively "Defendants") and states:

PARTIES

1. Plaintiff, COMCOPIOUS is a California corporation with its principle place of business in Sacramento County, California.
2. Defendant JONATHAN DARDASHTI ("Dardashti") is a *sui juris* individual resident of Miami-Dade County, Florida, and conducts business under the fictitious name of "PiroPay."
3. Defendant GOLDAR MARKETING, LLC ("Goldar") is a Florida limited liability company with its principle place of business in Miami-Dade County, Florida..

4. Defendant INTERMOTEC, INC. ("Intermotech") is a Florida corporation with its principle place of business in Miami-Dade County, Florida.

5. Defendant CAPITOL TECHNOLOGIES, LLC, is a Florida limited liability company with its principle place of business in Miami-Dade County, Florida.

6. Defendants JOHN DOES 1-10 ("Doe Defendants") are individuals or corporate entities whose identities are presently unknown to Plaintiff, but who, based on information and belief, have conspired with the named Defendants to convert Plaintiff's property. Plaintiff reserves the right to amend this Complaint to include the legal names of the Doe Defendants upon discovery of same.

JURISDICTION & VENUE

7. This is an action for damages which exceed \$15,000 exclusive of interest, costs, and attorneys fees.

8. This Court has personal jurisdiction over the Defendants because they are residents of, and regularly conduct business in, the state of Florida.

9. Venue is appropriate in this circuit because this action accrued in Miami-Dade County, Florida.

10. All conditions precedent to the bringing of this action have been performed, waived, or excused.

11. Plaintiff has retained the undersigned attorneys to bring this action and is obligated to pay a reasonable fee for their services.

FACTS

12. Plaintiff entered into a verbal agreement with Defendant Dardashti wherein Dardashti would serve as a third-party payment processor for transactions associated with Plaintiff's merchant customers (hereinafter "Merchants"). Dardashti was obligated to process the payments

owed to Plaintiff's Merchants, withdraw his fees from the payments made and then transfer the payments to Plaintiff, for distribution to its Merchants. Per the agreement, Plaintiff was entitled to receive a commission on each transaction. The funds earmarked for payment to Merchants are referred to as "Merchant Fees" while the funds to be paid to Plaintiff are referred to as "Commissions."

13. The agreement between Plaintiff and Defendant Dardashti also called for a "Rolling Reserve" fund to be maintained by Defendant Dardashti to provide security for the processing account.

14. Defendant Dardashti performed his obligations under the verbal agreement for several months until late June 2017 when he ceased communicating with Plaintiff, and failed to transmit any further Merchant Fees and Commissions owed.

15. Plaintiff made repeated demands for payment of Merchant Fees and Commissions, and return of the Rolling Reserve, all of which have been ignored.

16. Defendant Dardashti has intentionally converted Plaintiff's property in the form of Merchant Fees, Commissions, and Rolling Reserve by depriving Plaintiff of possession thereof, and refusing to transfer the property after demand therefor.

17. Defendant Dardashti operates his payment processing business through various alter-ego corporate entities including Defendants Goldar, Intermotech, and Capitol, through which payments under the agreement were made to Plaintiff. These corporate entities were essentially nonexistent; Defendant Dardashti was an alter ego of the entities; the entities were used for an improper purpose of converting Plaintiff's property; and the improper use of the entities caused injury to the Plaintiff.

18. Defendants have conspired to convert the Merchant Fees and Commissions owed to Plaintiff by concealing and/or misdirecting such funds to other entities or accounts.

COUNT I – BREACH OF CONTRACT
(DARDASHTI)

19. Plaintiff re-alleges paragraphs 1-18, inclusive.

20. Plaintiff and Dardashti entered into a verbal agreement to provide payment processing services as described above.

21. Defendant Dardashti has breached this agreement by failing to pay \$1,966,228.19 in Merchant Fees and Commissions when due.

22. Defendant Dardashti has further breached the agreement by failing to return the Rolling Reserve in the amount of \$864,418.55, after demand therefor.

23. Defendant Dardashti owes Plaintiff \$2,830,646.74 that is due with interest since July 14, 2017.

WHEREFORE, Plaintiff requests that this Court enter judgment for damages against Defendant Dardashti, and award court costs and such further relief as is equitable and just.

COUNT II – OPEN ACCOUNT
(DARDASHTI)

24. Plaintiff re-alleges paragraphs 1-18, inclusive.

25. Defendant owes Plaintiff \$2,830,646.74 that is due with interest since July 14, 2017, pursuant to the open account summary attached as Exhibit “A”.

WHEREFORE, Plaintiff requests that this Court enter judgment for damages against Defendant Dardashti, and award court costs and such further relief as is equitable and just.

COUNT III – ACCOUNT STATED
(DARDASHTI)

26. Plaintiff re-alleges paragraphs 1-18, inclusive.

27. Before institution of this action Plaintiff and Defendant Dardashti had business transactions between them involving the payment of Merchant Fees and Commissions.

28. Plaintiff rendered statements of account to Defendant Dardashti, who did not object. A copy of the statements is attached as composite Exhibit "B".

29. Defendant Dardashti agreed to the resulting balance due to his failure to timely object.

30. Plaintiff is entitled to recover the sum of \$2,830,646.74, which represents the outstanding Merchant Fees, Commissions, and Rolling Reserve owed to Plaintiff by Defendant Dardashti.

WHEREFORE, Plaintiff requests that this Court enter judgment for damages against Defendant Dardashti, and award court costs and such further relief as is equitable and just.

COUNT IV – CONVERSION
(DARDASHTI, GOLDAR, INTERMOTEC & CAPITOL)

31. Plaintiff re-alleges paragraphs 1-18, inclusive.

32. The unauthorized act of converting Plaintiff's property by Defendants Dardashti, Goldar, Intermotech, and Capitol has deprived Plaintiff of its valid ownership interest in the Merchant Fees, Commissions, and Rolling Reserve.

33. The deprivation of its ownership interest in the property has caused Plaintiff to suffer damages.

34. The value of Plaintiff's property that was converted by Defendants is \$2,830,646.74.

WHEREFORE, Plaintiff requests that this Court enter judgment for damages against Defendants Dardashti, Goldar, Intermotech & Capitol, and award court costs and such further relief as is equitable and just.

COUNT V – CONSPIRACY TO COMMIT CONVERSION
(ALL DEFENDANTS)

35. Plaintiff re-alleges paragraphs 1-18, inclusive.

36. Defendants have conspired amongst themselves to unlawfully convert the Merchant Fees, Commissions, and Rolling Reserve owed to Plaintiff and to deprive Plaintiff of its ownership interests in this property.

37. Defendants actions were unlawful, and accomplished by unlawful means.

38. Defendants engaged in overt acts to further the conspiracy by transferring the Merchant Fees and/or Commissions to other entities and accounts not owned or operated by Defendant Dardashti.

39. The value of the property that is the subject of the conversion conspiracy is \$2,830,646.74.

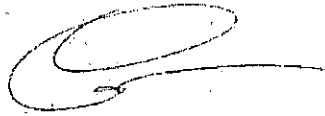
40. As a result of Defendants' conspiracy, Plaintiff has suffered damages and will continue to suffer damages.

WHEREFORE, Plaintiff requests that this Court enter judgment for damages against all Defendants and award court costs and such further relief as is equitable and just.

DEMAND FOR JURY TRIAL

Plaintiff demands trial by jury on all applicable counts.

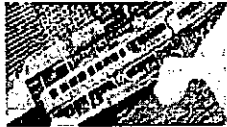
Dated this 1st day of August, 2017.



Lawrence G. Walters
Florida Bar No.: 0776599
Walters Law Group
195 W. Pine Ave.
Longwood, FL 32750-4104
Telephone: (407) 975-9150
Facsimile: (407) 774-6151
Email: Larry@FirstAmendment.com
Email: Paralegal@FirstAmendment.com

Lawrence A. Kellogg
Florida Bar No.: 328601
Levine Kellogg Lehman Schneider + Grossman LLP
201 South Biscayne Boulevard
22nd Floor, Citigroup Center
Miami, FL 33131
Telephone: (305) 403-8788
Facsimile: (305) 403-8789
Email: lak@lklsg.com

EXHIBIT S



Search ▾	Product ▾	Shopping ▾	About e- Search ▾	My Account ▾	Logout
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Welcome

System Clock: 29-AUG-2018 15:08:00 GMT +0800

Account available balance: HK\$214.00

**Director Particulars Search**

Your Search: CR No.: = 1606232, No. = 1, Director Type = Natural Person

Director Particulars - Natural Person Director

CR No.: 1606232
 Company Name: ComCopious Limited
 Surname (English): SHIMOGORI
 Other Names (English): KOTARO
 Chinese Name: -
 Previous Name: -
 Alias: -
 Residential Address: 1506 GORMAN DRIVE, CARMICHAEL, CALIFORNIA, 95608-5814, UNITED STATES
 HKID No.: -
 Overseas Passport No.: 488162358
 Passport Issuing Country: 美國 UNITED STATES
 Date of Appointment: 18-AUG-2017
 Remarks: -

Please select the Order Type
 Order certified report
 (Director Particulars)

HK\$141.00 plus additional handling charges for different delivery mode(*)

(*) Additional handling charges for different delivery mode will be shown when check out shopping cart.

[Back](#)
[Back to top](#)

ICRIS_Ver_1_0_6_Build_06_00

ICRIS CSC Companies Registry, The Government of the Hong Kong Special Administrative Region.

EXHIBIT T



公司註冊處
Companies Registry

更改公司秘書及董事通知書(委任/停任)

Notice of Change of Company Secretary and
Director (Appointment/Cessation)

表格
Form **ND2A**

公司編號 Company Number

1606232

註 Note

1 公司名稱 Company Name

ComCipious Limited

2 公司秘書/董事的停任 Cessation to Act as Company Secretary/Director

(如超過一名公司秘書/董事停任，請用續頁A填報 Use Continuation Sheet A if more than 1 company secretary/director ceased to act)

A. 現時在公司註冊處登記的詳情 Particulars Currently Registered with the Companies Registry
請在適用的空格內加上 ✓ 號 Please tick the relevant box(es)

身分
Capacity

☐

公司秘書
Company
Secretary

☒

董事
Director

☐

候補董事
Alternate
Director

代替 Alternate to

(Nil)

公司秘書/董事的詳情(自然人) Particulars of Company Secretary/Director (Natural Person)

中文姓名
Name in Chinese

(Nil)

英文姓名
Name in English

姓氏
Surname

KAEESH

名字
Other Names

SHAH IMRAUL

身分證明
Identification

香港身分證號碼
Hong Kong Identity Card Number

BM0468035

護照號碼
Passport Number

或 OR

公司秘書/董事的詳情(法人團體) Particulars of Company Secretary/Director (Body Corporate)

中文及英文名稱 Chinese and English Names

(Nil)

B. 停任詳情 Details of Cessation

停任原因
Reason for Cessation

☒

辭職/其他
Resignation/Others

☐

去世
Deceased

停任日期
Date of Cessation

18

08

2017

日 DD

月 MM

年 YYYY

上述董事或候補董事在停任日期後，是否仍然擔任這公司的候補董事或董事職位？
Will this director or alternate director continue to hold office as alternate director or director in this company after the date of cessation?

☐

是 Yes

☒

否 No

提交人資料 Presenter's Reference

姓名 Name: Chandler Group Limited

地址 Address: UNIT 702, 7/F,
BANGKOK BANK BUILDING,
NO. 18 BONHAM STRAND WEST,
HONG KONG

電話 Tel: 28506560 傳真 Fax 81096560

電郵 Email: hongkong@chandler.com.hk

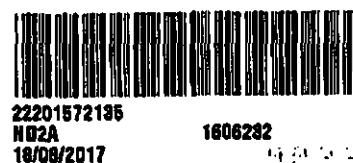
檔號 Reference: CS/RW

請勿填寫本欄 For Official Use

收件日期 RECEIVED

18 AUG 2017

文件管理組
Document Management
Section



22201572135
ND2A
18/08/2017

1606232

1606232

3 委任公司秘書／董事(自然人) Appointment of Company Secretary／Director (Natural Person)
(如委任超過一名自然人為公司秘書／董事，請用續頁 B 填報 Use Continuation Sheet B if more than 1 natural person is appointed as company secretary／director)

請在適用的空格內加上 ☒ 號 Please tick the relevant box(es)

12

身分 Capacity	☐ 公司秘書 Company Secretary	☒ 董事 Director	☐ 候補董事 Alternate Director	代替 Alternate to (Nil)
----------------	--	--	---	--------------------------

中文姓名 Name in Chinese	(Nil)
英文姓名 Name in English	姓氏 Surname SHIMOGORI
	名字 Other Names KOTARO
前用姓名 Previous Names	中文 Chinese (Nil)
	英文 English (Nil)
別名 Alias	中文 Chinese (Nil)
	英文 English (Nil)

13

地址 Address	1506 GORMAN DRIVE, CARMICHAEL, CALIFORNIA, 95608-5814
國家／地區 Country/Region	U. S. A.

14

電郵地址 Email Address	(Nil)
-----------------------	-------

15

身分證明 Identification	
(a) 香港身分證號碼 Hong Kong Identity Card Number	(Nil)
(b) 護照 Passport	簽發國家 Issuing Country United States
	號碼 Number 488162358

委任日期 Date of Appointment	18 08 2017
	日 DD 月 MM 年 YYYY

16

上述董事或候補董事在獲得這次委任時，是否已經是這公司的現任候補董事或董事？
Is this director or alternate director already an existing alternate director or director in this company at the time of this appointment?

☐ 是 Yes ☒ 否 No

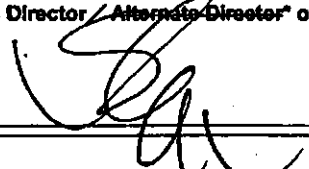
17

提示 Advisory Note	所有公司董事均應閱讀公司註冊處編製的《董事責任指引》，並熟悉該指引所載述的董事一般責任。 All directors of the company are advised to read 'A Guide on Directors' Duties' published by the Companies Registry and acquaint themselves with the general duties of directors outlined in the Guide.
---------------------	---

18

出任董事職位同意書 Consent to Act as Director * 請刪去不適用者 Delete whichever does not apply

本人同意擔任公司的董事／候補董事，並確認本人已年滿 18 歲。
I consent to act as Director / Alternate Director of this company and confirm that I have attained the age of 18 years.

簽署 Signed : 

4 委任公司秘書／董事 (法人團體) Appointment of Company Secretary/Director (Body Corporate)
(如委任超過一個法人團體為公司秘書／董事，請用續頁 C 填報 Use Continuation Sheet C if more than 1 body corporate is appointed as company secretary/director)

請在適用的空格內加上 ✓ 號 Please tick the relevant box(es)

身分 Capacity ☐ 公司秘書 Company Secretary ☐ 董事 Director ☐ 候補董事 Alternate Director ☐ 代替 Alternate to

中文名稱 Name in Chinese (Blank Section)

英文名稱 Name in English

地址 Address

國家／地區 Country/Region

電郵地址 Email Address

公司編號 Company Number (只適用於在香港註冊的法人團體) (Only applicable to body corporate registered in Hong Kong)

委任日期 Date of Appointment

日 DD 月 MM 年 YYYY

上述董事或候補董事在獲得這次委任時，是否已經是這公司的現任候補董事或董事？ ☐ 是 Yes
Is this director or alternate director already an existing alternate director or director in this company at the time of this appointment? ☐ 否 No

提示 Advisory Note 所有公司董事均應閱讀公司註冊處編製的《董事責任指引》，並熟悉該指引所概述的董事一般責任。
All directors of the company are advised to read 'A Guide on Directors' Duties' published by the Companies Registry and acquaint themselves with the general duties of directors outlined in the Guide.

出任董事職位同意書 Consent to Act as Director

本人謹代表上述公司確認，上述公司同意擔任公司的董事／候補董事*。
I, acting on behalf of the above named company, confirm that the above company consents to act as Director/Alternate Director* of this company.

簽署 Signed : _____
董事(法人團體)的董事／公司秘書／獲授權人士*
Director/Company Secretary/Authorized Person of the Director (Body Corporate)*

本通知書包括下列續頁 This Notice includes the following Continuation Sheet(s)

續頁 Continuation Sheet(s)	A	B	C
頁數 Number of pages	0	0	0

5 確認(適用的話) Confirmation (If applicable)
名列本通知書內的每一名獲委任為公司秘書的自然人通常居於香港。
Each natural person appointed as company secretary and named in this Notice ordinarily resides in Hong Kong.

簽署 Signed : 
姓名 Name : SHAH IMRAUL KAEESH 日期 Date : 18/08/2017
董事 Director／公司秘書 Company Secretary* 日 DD / 月 MM / 年 YYYY

*請刪去不適用者 Delete whichever does not apply

EXHIBIT U



秘書及董事更改通知書(委任／離任)
Notification of Change of Secretary and Director
(Appointment/Cessation)

公司註冊處
Companies Registry

(《公司條例》第158(4)、(4AA)及(9A)條)
(Companies Ordinance s. 158(4), (4AA) & (9A))

表格
Form D2A

重要事項 Important Notes

- 填表前請參閱《填表須知》。
- 請用黑色墨水列印。
- Please read the accompanying notes before completing this form.
Please print in black ink.

公司編號 Company Number

1606232

1 公司名稱 Company Name

TechnoUnicorn, Limited

2 更改詳情 Details of Change

A. 秘書／董事的離任 Cessation to Act as Secretary/Director

(如有超過一名秘書／董事離任，請用續頁A填報 Use Continuation Sheet A if more than 1 secretary/director ceased to act)

請在適用的空格內加上✓號 Please tick the relevant box(es)

(註 Note 6)

身份 Capacity ☐ 秘書 Secretary ☐ 董事 Director ☐ 候補董事 Alternate Director

代替 Alternate to

N/A

個人秘書／董事的姓名 Name of Individual Secretary/Director

N/A

N/A

N/A

中文姓名 Name in Chinese

英文姓氏 Surname in English

英文名字 Other Names in English

(註 Note 7)

身份證明
Identification

N/A

N/A

香港身份證號碼 HK Identity Card Number

護照號碼 Passport Number

或 OR

(註 Note 8)

法人團體秘書／董事的中文及英文名稱
Chinese and English Names of Corporate Secretary/Director

N/A

離任原因
Reason for Cessation

☐ 辭職／其他
Resignation/Others

☐ 去世
Deceased

(註 Note 9)

離任日期
Date of Cessation

日 DD

月 MM

年 YYYY

(註 Note 10)

請述明上述離任董事／候補董事在離任日期後，是否繼續擔任公司的候補董事／董事職位

Please indicate whether the director/alternate director who is ceasing to act will continue to hold office as alternate director/director in the company after the date of cessation

☐ 是 Yes

☐ 否 No

(註 Note 4)

提交人的資料 Presentor's Reference

姓名 Name: CHANDLER PARTNERS LIMITED

地址 Address: ROOM 1206-7, 12/F, NEW VICTORY HOUSE
93-103 WING LOK STREET
CENTRAL, HONG KONG

電話 Tel: 28506560 傳真 Fax: 81096560

電郵地址 E-mail Address: hongkong@chandler.com.hk

檔號 Reference:

指明編號 2/2008 (修訂) (2008年7月)
Specification No. 2/2008 (Revision) (July 2008)

請勿填寫本欄 For Official Use



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2. 更改詳情 Details of Change (續上頁 cont'd)

B. 個人秘書／董事的委任 Appointment of Individual Secretary／Director

(如委任超過一名個人秘書／董事，請用續頁B填明)

(Use Continuation Sheet B if more than 1 individual secretary/director is appointed)

請在適用的空格內加上✓號 Please tick the relevant box(es)

(註 Note 11)

身份 Capacity ☐ 秘書 Secretary ☒ 董事 Director ☐ 候補董事 Alternate Director

代替 Alternate to

N/A

中文姓名 Name in Chinese

(Nil)

英文姓名 Name in English

SHAH

IMRAUL KAEESH

姓氏 Surname

名字 Other Names

前用姓名 Previous Names

(Nil)

別名 Alias

(Nil)

(註 Note 12)

住址 Residential Address

1ST FLOOR, HOUSE 18, ROAD 2
MOHAMMADIA HOUSING SOCIETY
MOHAMMADPUR, DHAKA-1207, BANGLADESH

BANGLADESH

國家 Country

(「轉交」地址及郵政信箱號碼恕不接受 'Care of' addresses and post office box numbers are not acceptable)

(註 Note 13)

電郵地址 E-mail Address

(Nil)

(註 Note 14)

身份證明 Identification

a 香港身份證號碼 Hong Kong Identity Card Number

(Nil)

b 護照 Passport

BANGLADESH

E0391051

簽發國家 Issuing Country

號碼 Number

委任日期 Date of Appointment

26

05

2011

日 DD

月 MM

年 YYYY

(註 Note 15)

請述明董事／候補董事在獲得上述委任時，是否公司現任的候補董事／董事
Please indicate whether the director/alternate director whose appointment is reported above is already an existing alternate director/director in the company at the time of the above appointment

☐ 是 Yes

☒ 否 No

(註 Note 16)

提示 Advisory Note

所有公司董事均應閱讀公司註冊處編製的《有關董事責任的非法定指引》的最新版本，並熟悉該指引所概述的董事一般責任。
All directors of the company are advised to read the latest version of the 'Non-Statutory Guidelines on Directors' Duties' published by the Companies Registry and acquaint themselves with the general duties of directors outlined in the Guidelines.

(註 Note 16)

出任董事職位同意書 Consent to Act as Director

本人同意出任公司的董事／候補董事*，並確認本人已年滿18歲。

I consent to act as a director/alternate director* of this company and confirm that I have attained the age of 18 years.

簽署 Signed :

*請刪去不適用者 Delete whichever does not apply

2 更改詳情 Details of Change (續上頁 cont'd)

C. 法人團體秘書／董事的委任 Appointment of Corporate Secretary／Director

(如委任超過一名法人團體秘書／董事，請用續頁 C 填報)

(Use Continuation Sheet C if more than 1 corporate secretary/director is appointed)

請在適用的空格內加上 ✓ 號 Please tick the relevant box(es)

(註 Note 17)

身份 ☐ 秘書 ☐ 董事 ☐ 候補董事
Capacity Secretary Director Alternate Director

代替 Alternate to

N/A

(註 Note 18)

中文名稱
Name in Chinese

N/A

(註 Note 18)

英文名稱
Name in English

N/A

(註 Note 19)

地址
Address

N/A

N/A

國家 Country

(「轉交」地址及郵政信箱號碼恕不接受 'Care of' addresses and post office box numbers are not acceptable)

(註 Note 20)

電郵地址
E-mail Address

N/A

公司編號 Company Number

(只適用於在香港註冊的法人團體)

(Only applicable to body corporate registered in Hong Kong)

N/A

委任日期 Date of Appointment

日 DD

月 MM

年 YYYY

(註 Note 21)

請說明董事／候補董事在獲得上述委任時，是否公司現任的候補董事／董事
Please indicate whether the director/alternate director whose appointment is reported above is already an existing alternate director/director in the company at the time of the above appointment

☐ 是 Yes

☐ 否 No

(註 Note 22)

提示 Advisory Note

所有公司董事均應閱讀公司註冊處編製的《有關董事責任的非法定指引》的最新版本，並熟悉該指引所概述的董事一般責任。
All directors of the company are advised to read the latest version of the 'Non-Statutory Guidelines on Directors' Duties' published by the Companies Registry and acquaint themselves with the general duties of directors outlined in the Guidelines.

(註 Note 22)

出任董事職位同意書 Consent to Act as Director

本人謹代表上述公司確認，上述公司同意出任公司的董事／候補董事*。

I, acting on behalf of the above named company, confirm that the above company consents to act as a director/alternate director* of this company.

簽署 Signed :

法人團體董事的董事／秘書／獲授權人士*
Director/Secretary/Authorized Person of the Corporate Director*

本通知書包括下列續頁。 This Notification includes the following Continuation Sheet(s).

續頁 Continuation Sheet(s)	A	B	C
頁數 Number of pages	(Nil)	(Nil)	(Nil)

(註 Note 5)

簽署 Signed :

姓名 Name :

SHAH IMRAUL KAEESH

日期 Date :

26/05/2011

董事 Director / 秘書 Secretary*

日 DD / 月 MM / 年 YYYY

*請刪去不適用者 Delete whichever does not apply

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PROOF OF SERVICE

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES) ss'

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 2029 Century Park East, Suite 450, Los Angeles, California 90067.

On January 28, 2019, I caused to be served the foregoing documents described as: **FIRST AMENDED COMPLAINT** on the interested parties in this action by placing a true and correct copy thereof enclosed in a sealed envelope at 2029 Century Park East, Suite 450, Los Angeles, California 90067, addressed as follows:

Karl S. Kronenberger, Esq.
Liana W. Chen, Esq.
KRONENBERGER ROSENFELD, LLP
150 Post Street, Suite 520
San Francisco, California 94108
Telephone: (415) 955-1155
Facsimile: (415) 955-1158

Attorneys for Defendants KOTARO SHIMOGORI, COMCOPIOUS CALIFORNIA, INC., and ICANPAY CALIFORNIA, INC.

XXX **BY OVERNIGHT MAIL** - I deposited such envelope in the mail at Los Angeles, California.

XXX I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing with an overnight courier service. Under that practice, it would be deposited said overnight courier service on the same day with delivery charges thereon billed to sender's account, at Los Angeles, California in the ordinary course of business. The envelope was sealed and placed for collection and mailing on that date following ordinary business practices.

____ (BY E-MAIL) I caused a copy of the foregoing document(s) to be sent from e-mail address csimundac@romeandassociates.com to the persons at the e-mail addresses listed above.

XXX (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on January 28, 2019, at Los Angeles, California.


CAMILLE SIMUNDAC

RECEIVED
IN DROP BOX

2019 JAN 28 PM 1:28

COURTROOM COURTHOUSE
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO