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rsanmiguel
By _____, Deputy
Case Number:
34-2021-00312814

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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF SACRAMENTO**

12 FRESH HORIZONS LIMITED, a British
13 Virgin Islands company,

14 Plaintiff,

15 v.

16 KOTARO SHIMOGORI, an
17 individual; COMCOPIOUS LIMITED, a Hong
18 Kong, China Company doing business as
19 ICANPAY.COMCOPIOUS CALIFORNIA,
20 INC., a California corporation; ICANPAY
21 CALIFORNIA, INC., an FTB suspended
22 California corporation; PAN DIGITAL
23 NETWORK LIMITED d/b/a COMCOPIOUS UK
24 LIMITED, a UK limited liability company,
25 and DOES 1 through 25, inclusive,

26 Defendants.

Case No. 34-2021-00312814-CU-FR-GDS

COMPLAINT FOR:

- (1) FRAUD
- (2) CONVERSION
- (3) MONEY HAD AND RECEIVED
- (4) VIOLATION OF PENAL CODE § 496
- (5) BREACH OF CONTRACT
- (6) BREACH OF IMPLIED COVENANT
OF GOOD FAITH AND FAIR
DEALING;
- (7) UNFAIR COMPETITION IN
VIOLATION OF CALIFORNIA
BUSINESS & PROFESSIONS CODE §
17200 et seq

DEMAND FOR JURY TRIAL

BY FAX

1 Plaintiff FRESH HORIZONS LIMITED ("Plaintiff" or "Fresh Horizons") alleges against
2 Defendants KOTARO SHIMOGORI, COMCOPIOUS, LIMITED *doing business as* ICANPAY,
3 COMCOPIOUS CALIFORNIA INC., ICANPAY CALIFORNIA INC., and DOES 1-25
4 (collectively, "Defendants"), as follows:

5 INTRODUCTION

6 1. This case follows on the heels of a previously filed lawsuit against a serial conman
7 operating in the payment processing space, defendant Kotaro Shimogori ("Shimogori"). Shimogori,
8 a Sacramento resident, has for years and continues to fleece the international merchant community
9 of millions of dollars through a myriad of shell companies, fraudulent promises, forged documents
10 and employment of fake identities.

11 2. On October 17, 2018, five (5) companies filed suit against these same named
12 defendants for the very acts now perpetrated upon Fresh Horizons in a matter entitled *Life-FX*
13 *Products LLC vs. Comcopious Limited, et al.*, Case No. 34-2018-00242853-CU-CO-GDS (the
14 "Life-FX Litigation"). In that case, the five plaintiffs claimed that Defendants relieved them of
15 \$841,000 through fraudulent payment processing services resulting in outright disappearance of
16 their funds. In the course of those plaintiffs' investigation, it was revealed that Shimogori was using
17 a fake name, "Bruce Lee," to create the impression that someone other than himself was operating
18 the processing companies and interacting with the merchants. Similarly, Shimogori was signing
19 agreements using the name "Kaelem Shadeh" as a purported director of a defendant entity when
20 Shadeh had resigned years prior to Shimogori appropriating his name for execution of the
21 agreements. All of these plain truths about Shimogori's elaborate web of fraud were substantively
22 uncontested in the Life-FX Litigation.

23 3. Now, no more than three (3) years later, Shimogori is back to his old practices,
24 having changed *nothing* in their implementation. Thus, Shimogori still uses the fake name "Bruce
25 Lee" to communicate with merchants, here Fresh Horizons, and has fraudulently signed several
26 agreements and appendixes by forging the signature of a person who has no present affiliation with
27 the ICanPay processing company. Most significantly, through the employment of his stratagems

1 and wholly incredible excuses such as gout inflammation, exhaustion from exercise and global
2 Covid issues, Shimogori has stolen no less than \$1.8 million from Plaintiff.

3 4. This action seeks to rectify the theft of Plaintiff's funds and punish Shimogori for his
4 unapologetic and continuing fraudulent acts.

5 **PARTIES.**

6 5. Plaintiff FRESH HORIZONS LIMITED ("Plaintiff" or Fresh Horizons") is a British
7 Virgin Islands gaming company.

8 6. Defendant COMCOPIOUS, LIMITED *doing business as* ICANPAY ("ICANPAY")
9 is, and at all times relevant was, a private company organized under the laws of Hong Kong, China,
10 with its principal place of business at Shimogori's home, located at 1506 Gorman Drive,
11 Carmichael, California 95608. ICANPAY does business throughout Europe and North America,
12 including but not limited to; within California. ICANPAY markets its services to California
13 businesses, regularly contracts with California companies, and uses its California subsidiaries to
14 provide services to its customers throughout Europe and North America.

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

24 8. Defendant COMCOPIOUS CALIFORNIA INC. ("CC CA"), is, and at all times
25 relevant was, a California corporation with its principal place of business located at 1506 Gorman
26 Dr., Carmichael, California 95608, which is Shimogori's home.

27 9. Defendant ICANPAY CALIFORNIA INC. ("ICP CA") is, and at all times relevant

1 was, a California corporation with its principal place of business located at 1506 Gorman Dr.,
2 Carmichael, California 95608, also at the home of Shimogori. Its present status is "FTB
3 Suspended."

4 10. PAN DIGITAL NETWORK LIMITED, is a UK limited liability company, formerly
5 known as COMCOPIOUS UK LIMITED ("PDNL"), with its principal place of business located at
6 1506 Gorman Dr., Carmichael, California 95608, also at the home of Shimogori.

7 11. ICANPAY, CC CA, and ICP CA are referred to collectively as the "Corporate
8 Defendants."

9 12. Each of the Corporate Defendants is an alter ego of Shimogori. At all times
10 mentioned herein, there existed a unity of interest in ownership between each of the Corporate
11 Defendants, on the one hand; and Shimogori, on the other hand, such that the individuality and
12 separateness between them ceased and each of the Corporate Defendants is the alter ego of
13 Defendant Kotaro in that, among other things: (a) Shimogori controlled, dominated, managed and
14 operated each of the Corporate Defendants as his alter ego; (b) Shimogori made all material
15 decisions pertaining to each of the Corporate Defendants; (c) there has been a failure to comply with
16 or observe the formalities of corporate formation and/or operation of each of the Corporate
17 Defendants; (d) each of the Corporate Defendants was inadequately capitalized to carry out its
18 intended business and pay its debts and obligations as they fell due; and (e) the individuality of each
19 of the Corporate Defendants is a total sham and fiction such that upholding its corporate nature and
20 allowing Shimogori to escape personal liability for any entity debts would sanction a fraud or
21 promote an injustice and should therefore be disregarded pursuant to the doctrine of piercing the
22 corporate veil. Indeed, the most recent filing for PDNL demonstrates the current amount owed to
23 creditors to be £8,360,000 and net assets of negative £7,850,000. See Exhibit A.

24 13. The true names and capacities, whether individual, plural, corporate, partnership,
25 associate, or otherwise, of DOES 1 through 25, inclusive, are unknown to Fresh Horizons who
26 therefore sue said defendants by such fictitious names. The full extent of the facts linking such
27 fictitiously sued defendants is unknown to Fresh Horizons. Each of the defendants designated herein
28

1 as a DOE was, and is, negligent, or in some other actionable manner, responsible for the events and
2 happenings hereinafter referred to, and thereby negligently, or in some other actionable manner,
3 legally and proximately caused the hereinafter described injuries and damages to Fresh Horizons.
4 Fresh Horizons will hereafter seek leave of the Court to amend this Complaint to show the DOE
5 defendants' true names and capacities after the same have been ascertained.

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

14 VENUE AND JURISDICTION

15 15. Venue is proper in Sacramento County pursuant to California Code of Civil
16 Procedure Sections 395 and 410.10 because several of the Defendants reside and all Defendants do
17 business in Sacramento, California, including ICANPAY, CO CA, ICP CA, PDNL and Shimogori,
18 and a substantial part of the acts, events and omissions underlying this dispute took place within
19 California, including within the County of Sacramento. Further, in the prior matter initiated against
20 these same Defendants and based on the same structure, the presiding Court concluded that venue
21 was proper in Sacramento Court. See *Life-FX Products LLC vs. Comcopious Limited, et al.*, Case
22 No. 34-2018-00242853-CU-CO-GDS.

23 16. This Court has jurisdiction over the subject matter of this lawsuit because the amount
24 in controversy, exclusive of interest and costs, exceeds the \$25,000 minimum jurisdictional limit of
25 the Court. Moreover, Defendants have purposely availed themselves of, and have substantial
26 contacts with, the forum by virtue of organizing subsidiaries in California, marketing to California
27 businesses, entering contracts in California, providing essential services under those contracts from
28

1 California, and doing substantial business with other California businesses, including but not limited
2 to businesses within the County of Sacramento.

3 **GENERAL ALLEGATIONS**

4 17. Fresh Horizons is a properly licensed BVI gaming company. Like all online
5 businesses, Fresh Horizons requires the ability to accept customer credit card payments online for
6 the purchase of their products, which is what brought it to Shimogori.

7
8 **OVERVIEW OF ICANPAY**

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

21 19. Defendants do business in the payments industry under the name "iCanPay." The
22 iCanPay Website (www.icanpay.cn.com) describes iCanPay as "part of the global network of
23 companies owned by [ICANPAY]." According to the iCanPay Website, "We provide the best, most
24 secure and convenient payment settlement platform for your business" (hereinafter, the "iCanPay
25 Service").

26 20. The iCanPay Website promotes the ease of obtaining a merchant account with
27 iCanPay, even for merchants, such as Fresh Horizons, doing business in so-called "High Risk

1 Industries":

2 **Merchant Accounts Made Easy**

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

7 **High Risk Industries**

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

13 **Backed By Visa and MasterCard Acquirers**

14 All iCanPay banking partners have been vigorously vetted by Visa and MasterCard. In
15 order to process any credit card transactions for our banking partners, iCanPay have also
16 been rigorously scrutinized and it's systems and processes closely examined for security.
17 iCanPay is fully PCI compliant.

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

20 21. The iCanPay Website promotes that "iCanPay can virtually be used for any business
21 you can dream of and imagine."

22 **THE MERCHANT AGREEMENT**

23 22. Fresh Horizons signed the Data, Logistics and Service Processing Agreement with
24 ICANPAY on May 20, 2019 (the "Processing Agreement"), a true and correct copy of which is
25 attached hereto as Exhibit F and incorporated herein by this reference as though set forth in full.
26 Further, it signed Appendix 1 entitled "Terms, Fees and Reserves" on August 8, 2019, then another
27 rate change document on January 8, 2020 then another rate change on February 10, 2020 then March
28 11, 2020. Each document is attached as Exhibits G through J.

29 23. The Processing Agreement defines ICANPAY to mean "COMCOPIOUS, LIMITED
30 and/or any of its World-Wide subsidiaries or group companies of COMCOPIOUS, LIMITED."

1 24. The Processing Agreement defines "Purchase Price" to mean "the price payable by
2 the Customer(s) to [ICANPAY] for the good(s) and/or service(s) ordered by the Customer(s) from
3 [Plaintiff] minus any fees, charges and commission withheld by, or due to, the Financial
4 Institution(s)."

5 25. The Processing Agreement defines "Financial Institution" to mean the "entity that
6 processes the payment instructions received from the Customer by [ICANPAY] for the payment
7 method selected by the Customer and that, following authorization, effects payment of the Purchase
8 Price."

9 26. Paragraph 2.1 of the Processing Agreement obligates ICANPAY to pay each
10 Plaintiff the "total outstanding settled Purchase Price for the account ... after deduction of ... (a)
11 Refunds (Credit); (b) Chargeback's (sic); (c) any amount in order to meet any Deposit requirements;
12 (d) in addition to (a) and (b) above, any fines, fees, charges or commission to be paid by [Plaintiff]
13 to Financial Institutions; and (e) any charges or amounts due to [ICANPAY] under the Annexure A
14 of the Agreement other than charges or amounts mentioned in (a) through (e) above. And after such
15 deductions mentioned in (a) through (e) above [ICANPAY] will settle. The Invoice to the nominated
16 bank account of [Plaintiff] for the Processing Period and as per the Settlement Cycle."

17 27. Paragraph 12.1 of the Processing Agreement contains a "Governing Law and
18 Jurisdiction" clause that states: "These terms and Conditions and/or the Agreement are governed
19 by, and shall be construed in accordance with the laws of Hong Kong, and all disputes arising out
20 of or connected with these Terms and Conditions and/or the Agreement shall be subject to the
21 exclusive jurisdiction of the competent court of Hong Kong, judging in first instance, and its
22 appellate courts, subject to appeal at Hong Kong's High Court of Justice." Hereinafter, paragraph
23 12.1 of the Processing Agreement is referred to as the "Forum Selection Clause."

24 28. Contemporaneously with their execution of the iCanPay Merchant Agreement, each
25 of the Fresh Horizons also entered into an "Appendix 1" with ICANPAY, which sets forth the
26 "Terms, Fees and Reserves" regarding each Plaintiff's relationship with ICANPAY, specifically
27 including but not limited to the Account Setup Fee, Merchant Discount Rate, Fixed Fees and
28

1 Charges (including Rolling Reserve percentage and Reserve Hold Period, Payouts timing and
2 minimum Payout Amounts), as detailed above.

3 29. The most recent Appendix dated March 11, 2020, signed by Fresh Horizons in
4 connection with the Merchant Agreement provides for, *inter alia*, a Merchant Discount Rate of 9%;
5 a \$.5 per transaction charge; a 10% Rolling Reserve.

6
7 ***PLAINTIFF'S EXPERIENCE WITH SHIMOGORI***

8 30. Fresh Horizons learned about the iCanPay solution in early 2019. Based on
9 iCanPay's representations (via the iCanPay Website, social media and word of mouth) about its
10 ability to process payments in a way guaranteed to provide a secure, legal and safe processing
11 solution, Fresh Horizons agreed to try the iCanPay Service.

12 31. Thus, Fresh Horizons signed the Processing Agreement on May 20, 2019.

13 32. Between 2019 and 2021, Fresh Horizons processed tens of millions in transactions
14 through four (4) merchant identifiers ("MIDs") with ICANPAY. As was the case in Life-FX
15 Litigation, at first, ICANPAY generally honored its payment obligations by regularly making
16 weekly payouts on all MIDs until early 2021, the date of the last payment made. After this last
17 payment Shimogori and proceeded to provide one excuse after next for his failure to turn over the
18 remaining balance of than \$1,824,954.38. The excuses ran the gamut from the irrelevant to the
19 bizarre and included the following:

- 20 • "I am at my physician's trying to get more medicine"
- 21 • "I am still suffering from recurring Gout"
- 22 • "I'm on my regular run My BPM is at 180 so let me cool down and look into
23 this"
- 24 • "The circumstances at HSBC [Kotaro's bank] remain fluid due to COVID"
- 25 • "My mother was in an accident in Japan"

26 33. In sum, for months and months, Shimogori has been giving Fresh Horizons the run
27 around and despite a myriad of promises, has paid *nothing* on the \$1,824,954.38 which remains

1 due and owing. Fresh Horizons.

2
3 ***SHIMOGORI'S FRAUDULENT SCHEME***

4 34. With experience over time, Fresh Horizons came to discover that ICANPAY is a
5 scam. As demonstrated by the foregoing, Defendants' various representations regarding the legality,
6 legitimacy and transparency of the ICANPAY Service; and ICANPAY's established history of
7 honoring its payment obligations to merchants, were knowingly false when made, and made with
8 the intent to induce Fresh Horizons to contract with ICANPAY and begin processing so that
9 Defendants could gain control over Fresh Horizons' funds. In fact, ICANPAY has a history of
10 defrauding its merchants, blaming its inability to pay on circumstances beyond its control, and
11 stringing its merchant victims along with promises that it is working on the problem and will pay as
12 soon as the problem is resolved, without ever making good on that promise.

13 35. A true and correct copy of a screen print of a website (last visited on October 11,
14 2018) warning potential merchant victims of Shimogori's and ICANPAY's history of fraudulent
15 conduct, which Fresh Horizons discovered only after it was already too late, is attached hereto as
16 Exhibit K and incorporated herein by this reference as though set forth in full:



26 **Kotaro Shimogori Fraud Warning**

Kotaro Shimogori Fraud Warning

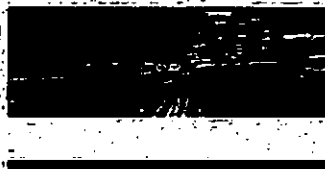
Kotaro Shimogori has stolen in excess of \$500,000.00+ from merchants who obtained merchant processing from one of his companies. No reason has been given for the theft of funds, outside of a story about his bank allegedly freezing his funds. He has become unresponsive to all attempts to contact him.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



www.shimogori.com



36. Moreover, Shimogori and his web of companies have pulled off the same exact scam in the Life-FX Litigation, using the same contracts, same fraudulent signatures and same misrepresentations.

37. 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 publicly 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.

38. Among other things, Shimogori opened a merchant account on behalf of Fresh Horizons, without its knowledge, through an illegal aggregate account, in violation of Card Brand Rules, and various state and Federal laws against credit card laundering and factoring. In addition, ICANPAY appears to be operating as an unlicensed Money Services Business engaged in Money Transmission in violation of California and Federal law, and also appears to be violating Anti-Money-Laundering (AML) laws.

1 **OVERVIEW OF THE PAYMENTS SYSTEM**

2 **AND THE ROLE OF ACQUIRING BANKS AND SERVICE PROVIDERS**

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

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

21 41. An acquiring bank may also sponsor a Service Provider as a Payment Facilitator to
22 facilitate the acquiring of transactions by the acquiring bank from "Submerchants" (MasterCard) or
23 "Sponsored Merchants" (Visa) (hereinafter "Submerchants") by having transactions submitted
24 directly to the Payment Facilitator by the Submerchant for forwarding to the acquiring bank. Unlike
25 an ISO, a Payment Facilitator may contract directly with merchants, without the acquiring bank as
26 a party to the contract, and may receive and access merchant funds in order to pay Submerchants
27 directly. Common examples of Payment Facilitators include PayPal, Stripe and Square.

1 42. Both Visa and MasterCard alike maintain publically available lists of their registered
2 Service Providers (<https://www.visa.com/splisting/searchGrsp.do>;
3 [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/)
4 [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, Fresh
5 Horizons is informed and believe and based thereon allege that the ICANPAY entities are acting in
6 direct violation of Card Brand Rules by marketing the ICANPAY Service and contracting with
7 merchants to provide Visa and MasterCard credit card processing services, without being properly
8 registered with the Card Brands to perform these services.

9
10 ***THE ICANPAY MERCHANT AGREEMENT DOES NOT CONSTITUTE A VALID***
11 ***AGREEMENT UNDER CARD BRAND RULES***

12 43. As discussed above, each of the Fresh Horizons applied directly to ICANPAY for
13 payment processing services through the ICANPAY Website, and ICANPAY entered into the Data,
14 Logistics and Service Processing Agreement" with Fresh Horizons to provide it with payment
15 processing services for its online businesses. The Processing Agreement violates Card Brand Rules
16 in numerous material respects. Publicly available links to the Card Brand Rules are as follows: Visa
17 (<https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf>) and MasterCard
18 (<https://www.mastercard.us/content/dam/mccom/global/documents/mastercard-rules.pdf>).

19 44. Card Brand Rules mandate that an acquiring bank have a direct contractual
20 relationship with each of its merchants. (See e.g., Visa Core Rule 1.5.2.1, MasterCard Rule 5.1.)
21 While the Card Brand Rules provide that an ISO or other Service Provider *may* be a party to the
22 Merchant Agreement, they provide that the acquirer *must* be a party to the Merchant Agreement,
23 and prohibit the Service Provider from entering a separate or other agreement with the merchant.
24 Card Brand Rules prohibit a Merchant Agreement from taking effect without approval by the
25 acquirer. (MasterCard Rule 7.6.1.)

26 45. The only exception to these rules is where the Service Provider is a Payment
27 Facilitator. In such cases, the Payment Facilitator may contract directly with the Submerchant.

1 without the acquirer as a party; provided, however, that the "Submerchant Agreement" must
2 conform to the Card Brand Rules pertaining to Merchant Agreements generally, and must, *inter*
3 *alia*, clearly and conspicuously identify the acquirer; disclose contact information of the acquirer
4 that the Submerchant may use to address questions and concerns; and reflect that the Payment
5 Facilitator is entering into the Submerchant Agreement on behalf of and as an agent of the identified
6 acquirer. (MasterCard Rule 7.8.1.)

7 46. None of the ICANPAY entities is listed as a Payment Facilitator on the publicly
8 available lists of Visa and MasterCard Service Providers. Accordingly, Fresh Horizons is informed
9 and believe and based thereon allege that ICANPAY violated Card Brand Rules by entering into the
10 Processing Agreement directly with Fresh Horizons, without any acquiring bank as a party.
11 ICANPAY also violated Card Brand Rules by failing to provide any name or contract information
12 for the acquiring bank, failing to identify the acquiring bank at all (much less clearly and
13 conspicuously), and failing to identify itself as an agent of the acquiring bank. Given these failures,
14 ICANPAY also violated Card Brand Rules prohibiting a Merchant Agreement from taking effect
15 without approval by the acquirer.

16 47. Card Brand Rules prohibit the Service Provider from having any access, directly or
17 indirectly, to any account for funds due to a merchant and/or funds withheld from a merchant for
18 chargebacks arising from, or related to, performance of a Merchant Agreement. Card Brand Rules
19 prohibit the acquirer from assigning, or otherwise transferring an obligation to pay or reimburse a
20 merchant arising from, or related to, performance of a Merchant Agreement to a Service Provider.
21 Card Brand Rules prohibit a Service Provider from subcontracting, sublicensing, assigning,
22 licensing, franchising, or in any manner extending or transferring to any third party, any right or
23 obligation of the Service Provider set forth in the Merchant Agreement. For example, MasterCard
24 Rule 7.3 provides that, "A Service Provider must not have access to any account for funds due to a
25 Merchant or withheld from a Merchant for chargebacks, with the exception of Payment Facilitators,
26 as set forth in Rule 7.8.2, "Obligations as Sponsor of Submerchants." A Customer must not assign
27 or transfer to a Service Provider an obligation to pay or reimburse a Merchant if the obligation arises

1 from Activity." Thus, while ISOs and other Service Providers may make recommendations to the
2 acquiring bank about how to handle merchant funds, the acquiring bank must directly collect and
3 control such funds. Card Brand Rules prohibit an acquirer from waiving, forgiving, releasing,
4 assigning, or failing to insist on strict performance of each of these requirements. (MasterCard Rule
5 7.6.1)

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

14 49. Again, none of the ICANPAY entities is listed as a Payment Facilitator on the
15 publicly available lists of Visa and MasterCard Service Providers. Accordingly, Fresh Horizons is
16 informed and believes and based thereon alleges that ICANPAY violated Card Brand Rules by
17 accessing and handling their merchant funds, and making payment to them directly rather than
18 through the acquiring bank, and utilizing third parties, such as Shimogori's personal bank account,
19 to receive and forward merchant funds and reserves from the acquiring bank to iCanPay's control
20 for distribution to the merchants. Indeed, the records in Fresh Horizons' possession demonstrate that
21 ICANPAY submitted millions of dollars in sales transactions for processing through the interchange
22 system without any valid agreement in place between Fresh Horizons and the acquirer.

23 50. Indeed, Shimogori confirmed this plain reality when he emailed Fresh Horizons a
24 copy of his personal HSBC bank account statement from which he was making deposits in order to
25 assure it that he had enough personal funds to cover the outstanding amount due.

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

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

12 52. Further, as alleged in the Life-FX Litigation, ICANPAY is also operating in plain
13 violation of Card Brand Rules against transaction laundering, which is also known as factoring or
14 aggregation. As alleged in the Life-FX Complaint, in a "Confidential" August 2017 email
15 personally from Kotaro to iCanPay's ISOs, Kotaro wrote: "as most of you already know, we just
16 launched our 3DSv MID with a generous USD\$50 million per month cap. We are adjusting filters
17 with the acquiring Bank so we can achieve the high approval ratios that we demand from our
18 partners." This is significant because this communication evidences the fact that ICANPAY is
19 aggregating transactions from multiple merchants and submitting them through a single merchant
20 account, or Submerchant account, held in iCanPay's or another merchant's name, in order to conceal
21 the nature of its processing activity from the Card Brands. Hence, the USD\$50 million per month
22 volume cap. This conduct violates numerous Card Brand Rules (see, e.g., Visa Core Rules 1.10.1.3,
23 10.3.1.1; and 10.1.1.2.5; MasterCard Rules 5.12 and 7.8.2; see also MasterCard Rule 7.1, describing
24 Merchant Monitoring Program Service: "Detection of Transaction laundering and the monitoring of
25 related activity whereby a Merchant or Submerchant processes Transactions on behalf of another
26 Merchant or Submerchant with whom the Acquirer or the Acquirer's Payment Facilitator does not
27 have a Merchant Agreement or Submerchant Agreement. Transaction laundering is also referred to

1 as factoring or Transaction aggregation.")

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

9
10 **ICANPAY IS ACTING AS AN UNLICENSED MONEY TRANSMITTER**
11 **IN VIOLATION OF CALIFORNIA LAW**

12 54. In enacting the Money Transmission Act, the California Legislature found and
13 declared that: (a) Money transmission businesses conduct a significant amount of business in this
14 state and technological advances are occurring in the provision of money transmission services,
15 which have expanded money transmission to include the use of mobile applications, alternative
16 point of sale systems, and other consumer payment systems. (b) Persons who use money
17 transmission businesses in this state use those businesses for, among other purposes, paying for the
18 necessities of life and transmitting money to family members. (c) The failure of money transmission
19 businesses to fulfill their obligations would cause loss to consumers, disrupt the payments
20 mechanism in this state, undermine public confidence in financial institutions doing business in this
21 state, and adversely affect the health, safety, and general welfare of persons in this state. (d) To
22 protect the interests of consumers of money transmission businesses in this state, to maintain public
23 confidence in financial institutions doing business in this state, and to preserve the health, safety,
24 and general welfare of the people of this state, it is necessary to regulate money transmission
25 businesses in this state. Accordingly, the Legislature intended that the provisions of the Money
26 Transmission Act would protect the interests of persons in this state who use money transmission
27 services, provide for the safe and sound conduct of the business of licensees, and maintain public

1 confidence in licensees. See California Financial Code §§ 2001, 2002.

2 55. California Financial Code § 2030(a) states: "A person shall not engage in the
3 business of money transmission in this state, or advertise, solicit, or hold itself out as providing
4 money transmission in this state, unless the person is licensed or exempt from licensure under this
5 division or is an agent of a person licensed or exempt from licensure under this division." §2003(q)
6 defines "money transmission" as "receiving money for transmission," which subsection (u), in turn,
7 defines as "receiving money or monetary value in the United States for transmission within or
8 outside the United States by electronic or other means."

9 56. California Financial Code § 2052(b) provides that: "A person that knowingly
10 engages in an activity for which a license is required under this division without being licensed or
11 exempt from licensure under this division is guilty of a felony."

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

16 58. Again, Shimogori admits that he receives the proceeds of Fresh Horizons' sales and
17 deposits them into his own HSBC account in California from which he then pays out to Fresh
18 Horizons, a British Virgin Islands company.

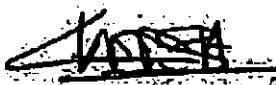
19 59. Thus, by receiving funds in California for transmission to Europe, ICANPAY
20 (specifically including CC CA and/or ICP CA) violated the California Money Transmission Act.

21
22 **ICANPAY SIGNED EACH OF THE ICANPAY MERCHANT AGREEMENTS**
23 **UNDER A FAKE NAME USING A FORMER DIRECTOR'S SIGNATURE**

24 60. Defendants' fraudulent intent is also evidenced by the fact that the Processing
25 Agreement between ICANPAY, on the one hand, and Fresh Horizons, on the other hand, are each
26 signed by "Kaelem Shadeh" in his purported capacity as Director on behalf of ICANPAY. Attached
27 hereto as Exhibit L, however, is a true and correct copy of the Hong Kong Companies Registry

1 search results for ICANPAY's "Director Particulars," which indicate that Shimogori was appointed
2 as ICANPAY's sole director on August 8, 2017. Attached hereto as Exhibit M is a true and correct
3 copy of the Hong Kong Companies Registry Notice of Change of Company Secretary and Director
4 (Appointment / Cessation) for ICANPAY, dated August 18, 2017, showing that Shimogori replaced
5 Shah Imraul Kaeesh of Bangladesh as ICANPAY's sole director on that same date. Moreover, a
6 review of the corporate filings for ICANPAY reveal that no person named "Kaelem Shadeh" has
7 ever held the position of Director for ICANPAY.

8 61. Indeed, it appears that "Kaelem Shadeh" is merely an assumed name of Shah Imraul
9 Kaeesh. This is clear from a comparison of the signature on the Processing Agreement, attached as
10 Exhibits N hereto, and Shah Imraul Kaeesh's signature on the Hong Kong Companies Registry
11 Notice of Change of Company Secretary and Director (Appointment / Cessation) form, dated May
12 26, 2011, appointing Shah Imraul Kaeesh as Director of ICANPAY under its former name,
13 TechnoUnicorn, Limited, a true and correct copy of which is attached hereto as Exhibit N and
14 incorporated herein by this reference as though set forth in full, as excerpted below:

15
16 簽署 Signed: 
17 姓名 Name: SHAH IMRAUL KAEESH 日期 Date: 26/05/2011
18 董事 Director / 秘書 Secretary: B DD / H MM / Y YYY
19 * 刪去不適用者。 Delete whichever does not apply.

20 CONCOPIOUS LIMITED

21 Full Name of Signer:

22 Kaelem Shadeh

23 Title Director

24 Date: 08/12/2017

25
26 62. This is not surprising given the fact that Fresh Horizons' investigation has also
27 revealed that ICANPAY's former director, Shah Imraul Kaeesh, has used at least three different
28

1 passport numbers on Hong Kong Companies Registry Documents since 2011. Mr. Kaesh also
2 appears on UK Companies House documents as a former director of CCL UK.

3 63. Notwithstanding the fact that the Processing Agreement bears Mr. Kaesh's
4 signature under the assumed name "Kaelem Shadeh," Fresh Horizons ever had any dealings with
5 Mr. Kaesh or any individual identifying himself as "Kaelem Shadeh." Instead, Fresh Horizons
6 dealt directly with Shimogori, who often uses the screen name "Bruce Lee (of the iCanPay Support
7 Team)" to communicate with ICANPAY's merchant clients, and it was Shimogori, who provided
8 Fresh Horizons with the Processing Agreement signed by "Kaelem Shadeh." Bruce Lee is a fake
9 name of Shimogori. Shimogori is Bruce Lee.

10 64. The logical conclusion is that Shimogori simply forges Kaelem Shadeh's signature
11 to agreements as part of some misguided endeavor to avoid liability.

12 13 **FORUM SELECTION CLAUSE**

14 65. Enforcement of the Forum Selection Clause would be unreasonable and unjust in this
15 case for a number of reasons. Defendants are engaged in a fraudulent scheme to steal merchant
16 funds, and have structured the Processing Agreement and corporate operations in a manner designed
17 to avoid liability to Fresh Horizons for their conduct. Defendants conduct ICANPAY's operations
18 through a network of undisclosed companies, including ICANPAY's California-based subsidiaries,
19 CC CA and ICP CA, and ICANPAY's UK-based subsidiaries, CCL UK and ICP UK, and merely
20 designate ICANPAY as the contracting party as a basis for advancing the Hong Kong Forum
21 Selection Clause in order to make recourse to the courts cost-prohibitive and inaccessible to their
22 merchant victims based in Europe and North America.

23 66. Again, the evidence demonstrates that, despite using the ICANPAY entity to contract
24 with each of the Fresh Horizons, iCanPay used Shimogori's own HSBC account, which he operated
25 from Sacramento, California to provide iCanPay's essential obligations due to Fresh Horizons under
26 the Processing Agreement in connection with the ICANPAY Service.

27 67. California Civil Code § 3513 provides that, "Any one may waive the advantage of a
28

1 law intended solely for his benefit. But a law established for a public reason cannot be contravened
2 by a private agreement." As California Financial Code §§ 2001 and 2002 make clear, the California
3 Legislature enacted the Money Transmission Act for the public reason of protecting the public
4 against the failure of money transmission businesses to fulfill their obligations and the associated
5 risk of loss to consumers, disruption of the payments mechanism in this state, diminution of public
6 confidence in financial institutions doing business in this state, and risk of injury to the health, safety,
7 and general welfare of persons in this state. Accordingly, Fresh Horizons in this case cannot be
8 deemed to have waived the protections of the California Money Transmission Act, and the Court
9 should refuse to enforce the Forum Selection Clause in this case on the grounds that it would violate
10 a strong California public policy to protect the public from the risks associated with unlicensed
11 money transmission, especially here where it appears that ICANPAY's conduct also violates federal
12 AML laws.

13 68. The evidence also demonstrates that ICANPAY committed fraud in the execution
14 with respect to the Forum Selection Clause. As demonstrated by iCanPay's own marketing materials
15 and emails to Fresh Horizons, ICANPAY promotes itself as providing a fully legal, legitimate,
16 sustainable and transparent solution to legal marijuana merchants doing business in the Cannabis
17 Industry. Yet the manner in which ICANPAY structured the distribution of funds related to
18 Plaintiff's credit card processing activity directly violates California law regarding money
19 transmission activities conducted by unlicensed Money Services Businesses, and U.S. federal laws
20 against factoring, credit card laundering and money laundering.

21 69. 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 and
23 avoid detection of the unlawful nature of the ICANPAY Service. For these reasons, application of
24 the Hong Kong choice of law and forum selection provisions would deprive Fresh Horizons of the
25 benefits and protections of the law regarding these matters rather than ensuring the so-called legality
26 of the solution, and ICANPAY's representations to Fresh Horizons 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 70. Enforcement of the Forum Selection Clause would also be unreasonable in this case
3 because the Hong Kong Courts do not have personal jurisdiction over Shimogori, who is a critical
4 defendant to this case. The lack of jurisdiction over Shimogori mean that it is unlikely that a Hong
5 Kong Court would be able to accomplish substantial justice in this case. Moreover, the
6 circumstances in this case suggest that Shimogori designated ICANPAY as the contracting party
7 and Hong Kong as the exclusive forum in order to thwart Fresh Horizons' ability to litigate – even
8 though Shimogori was performing iCanPay's essential obligations due to Fresh Horizons under the
9 iCanPay Merchant Agreement in connection with the iCanPay Service by collecting and distributing
10 the proceeds of Fresh Horizons' processing activity from here in California. For these reasons,
11 enforcement of the Forum Selection Clause would be unreasonable here. *See, e.g. Cal-State*
12 *Business Products & Services, Inc. v. Ricoh* (1993) 12 Cal.App.4th 1666, 1671, 1673.

13 71. In California, whether a forum selection clause applies to tort claims depends on
14 whether resolution of the claims relates to interpretation of the contract. *Bancomer, S.A. v. Superior*
15 *Court* (1996) 44 Cal.App.4th 1450, 1461. Here, Fresh Horizons allege that Defendants fraudulently
16 induced them to enter into the Processing Agreement. This offending conduct preceded formation
17 of the Processing Agreement. Shimogori is not a party to the Processing Agreement and converted
18 Fresh Horizons' funds without any contractual right to access such funds in the first place.
19 Moreover, the amount of Fresh Horizons' funds converted by Defendants is clearly stated in
20 merchant account records, has been acknowledged in writing by Shimogori, and does not require
21 consideration of the parties' performance under the Processing Agreement. Rather, it only requires
22 payment from his own bank account, as previously indicated, which account is operated from
23 Sacramento, California.

24 72. Finally, the Processing Agreement should be deemed void as against public policy.
25 In California, a contract is unenforceable on public policy grounds if "legislation provides that it is
26 unenforceable or the interest in its enforcement is clearly outweighed in the circumstances by a
27 public policy against the enforcement of such terms." *Bovard v. American Horse Enterprises, Inc.*

1 (1988) 201 Cal.App.3d 832, 840. There is no requirement that a contract violate an express mandate
2 of a statute before it may be declared void as contrary to public policy. *Altschul v. Sable* (1978) 83
3 Cal.App.3d 153, 162. Here, ICANPAY structured the iCanPay Merchant Agreement to conceal and
4 facilitate Shimogori's unlawful conduct as an unlicensed money transmitter.

5 73. And, notwithstanding ICANPAY's express representations to Fresh Horizons
6 regarding the legality of the ICANPAY Service, Kotaro's own admissions make it clear that he and
7 his companies were illegally aggregating, laundering and/or factoring Fresh Horizons' credit card
8 transactions in violation of the Federal Trade Commission Act, and a host of Federal laws, including
9 18 U.S.C. § 1029 (factoring), 18 U.S.C. § 371 or § 1029(b)(2) (conspiracy), 18 U.S.C. § 1343 (wire
10 fraud), or 18 U.S.C. § 1344 (bank fraud). Thus, Shimogori tricked Fresh Horizons into entering the
11 iCanPay Merchant Agreement in furtherance of iCanPay's own illegal activities. As a result, this
12 Court should deem the iCanPay Merchant Agreement void as against public policy.

13 74. Given the foregoing, Fresh Horizons are informed and believe and based thereon
14 allege that Defendants are involved in an ongoing conspiracy to defraud California businesses and
15 other merchant customers by falsely representing the legitimacy and reliability of the ICANPAY
16 Service and ICANPAY's ability to board merchants engaged in high risk verticals in a fully legal,
17 legitimate and transparent manner with the knowledge and approval of the acquiring bank in order
18 to trick such merchants into executing the Processing Agreement to open merchant accounts and
19 begin processing. Rather than paying such merchants the legitimate proceeds of their processing
20 activity, however, Shimogori invents baseless excuses.

21 75. Shimogori does this with comfort knowing that the Forum Selection Clause
22 contained in the Processing Agreement, combined with the complicated web of companies involved
23 in the scheme, the amounts at issue, and the nature of the underlying processing activity (i.e.
24 merchants operating in high risk verticals occupying grey areas of the law) will effectively dissuade
25 the vast majority of merchant businesses from initiating suit to recover their stolen funds by making
26 the prospects of a lawsuit extremely unattractive and cost-prohibitive, and shielding these
27 defendants from the Court jurisdiction and thereby insulating them from liability. Each of these
28

1 factors is a key part of the ICANPAY scheme.

2 76. Indeed, recognizing this pattern of fraud, Judge David Brown who presided over the
3 motion challenging the forum and examining the same agreement in the *Life-FX Products LLC vs.*
4 *Comcopious Limited, et al.*, Case No. 34-2018-00242853-CU-CO-GDS, ruled as follows: "Court
5 ultimately conclude(d) that Plaintiffs have met the heavy burden of establishing that enforcement of
6 the contractual clause would be unreasonable and would result in substantial injustice to the
7 Plaintiffs." (emph. in original).

8 **FIRST CAUSE OF ACTION**

9 **FRAUD**

10 (By Fresh Horizons Against all Defendants)

11 77. Fresh Horizons hereby restate and incorporate the allegations contained in each of
12 the foregoing Paragraphs of this Complaint as though set forth in full.

13 78. Shimogori on behalf of himself and the Defendant Entities represented to Fresh
14 Horizons that the ICANPAY Service is a fully legal, legitimate, reliable and transparent credit card
15 processing solution which complies with Card Brand Rules and applicable law. Shimogori and
16 ICANPAY made these representations to Fresh Horizons via the ICANPAY Website, the
17 ICANPAY application materials, the Processing Agreement, oral statements and emails and other
18 written statements of ICANPAY representatives and sales agents.

19 79. These representations were false, and Shimogori knew these representations were
20 false when made, or made such representations recklessly and without regard for the truth because,
21 at all relevant times, ICANPAY's business practices failed to comply with Card Brand Rules and
22 applicable law, specifically including California law and U.S. Federal law, in numerous material
23 respects.

24 80. Shimogori also made a series of misrepresentations in e-mails and Skype chats
25 regarding the purported reasons for why he could not make payment, including banking problems
26 at HSBC, his purported gout, his mother's accident and, incredibly, the strain of his physical
27 exercise.

1 81. These representations were false, and Shimogori and ICANPAY knew them to be
2 false when made. Defendants entered into the underlying merchant relationship with the intention
3 to defraud the merchant, invented false excuses for not paying the merchant, and wrongfully
4 converted the merchant funds for Defendants' own use and benefit rather than paying such amounts
5 to the merchant, notwithstanding their status as the rightful owners of such funds. Likewise,
6 Defendants created its international web of companies in order to confuse merchants and evade
7 accountability in furtherance of its fraudulent scheme.

8 82. The fraud was commenced on day one of the relationship when Shimogori used a
9 forged signature of a former director, Kaelem Shadeh, to execute the Data, Logistics, and Service
10 Processing Agreement on CC HK's behalf, despite being called out for doing so in the Life-FX
11 Litigation.

12 83. Shimogori and ICANPAY intended that Fresh Horizons would rely on these
13 representations regarding the legality, legitimacy, reliability and transparency of the iCanPay
14 Service in deciding to do business with ICANPAY and enter the Processing Agreement. Shimogori
15 and other ICANPAY representatives intended to deceive Fresh Horizons regarding these matters
16 and induce Fresh Horizons' reliance on these representations in order to trick Fresh Horizons into
17 signing the Processing Agreement, opening a merchant account, and processing transactions
18 through the ICANPAY Service so that ICANPAY could gain control over Fresh Horizons' funds.

19 84. Fresh Horizons reasonably relied on Shimogori's representations regarding the
20 reliability, legitimacy, transparency and lawfulness of the ICANPAY Service, and ICANPAY's
21 proven track record of paying its merchants, in deciding to do business with ICANPAY and enter
22 the Processing Agreement.

23 85. Fresh Horizons was harmed, and Fresh Horizons' reliance on Shimogori's
24 representations regarding the legality, legitimacy, reliability and transparency of the ICANPAY
25 Service was a substantial factor in that harm because Fresh Horizons would never have done
26 business with ICANPAY, and allowed ICANPAY to gain control of Fresh Horizons' funds, if Fresh
27 Horizons had known that ICANPAY was operating in plain violation of Card Brand Rules and

1 applicable law, including California law and U.S. Federal law, and allowing undisclosed third
2 parties to control Fresh Horizons' funds without any protections in place.

3 86. Fresh Horizons suffered no less than \$1,824,954.38 in direct damages as a direct
4 and proximate result of Defendants' fraud.

5 87. Defendants' wrongful acts as described herein were intentional, malicious,
6 oppressive and fraudulent, and were committed with reckless disregard of harm to Fresh Horizons,
7 in willful and conscious disregard of Fresh Horizons' rights, such that Fresh Horizons is entitled to
8 recover 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 future.

10 SECOND CAUSE OF ACTION

11 CONVERSION

12 (By Fresh Horizons Against All Defendants)

13 88. Fresh Horizons hereby restates and incorporates the allegations contained in each of
14 the foregoing Paragraphs of this Complaint as though set forth in full

15 89. Defendants, both directly and through Doe Defendants, have intentionally and
16 substantially interfered with Fresh Horizons' ownership rights in no less than \$1,824,954.38 in
17 funds which Shimogori admitted is owed to Fresh Horizons.

18 90. Defendants have acknowledged Fresh Horizons' rights to these funds in writing, via
19 the ICANPAY dashboard, and in emails to Fresh Horizons.

20 91. All Defendants have intentionally and substantially interfered with Fresh Horizons'
21 right to possession of these funds in the amount of no less than \$1,824,954.38, without Fresh
22 Horizons' consent, by wrongfully acquiring and retaining possession of said funds, and wrongfully
23 refusing to transfer such funds into Fresh Horizons' rightful possession.

24 92. Fresh Horizons made repeated demands for payment of those funds from iCanPay,
25 all of which rightfully belong to Fresh Horizons. However, Defendants ignored those demands and
26 wrongfully refused to pay those funds to Fresh Horizons.

27 93. Defendants' conduct in wrongfully concealing, diverting and withholding such
28

1 amounts is part of an unlawful scheme designed by Defendants to defraud unsuspecting merchants
2 like Fresh Horizons, and Fresh Horizons have been damaged in the amount of no less than
3 \$1,824,954.38 by such conduct as shall be revealed by discovery in this action.

4 94. As a proximate result of said conduct, Fresh Horizons has suffered and continue to
5 suffer damages in an amount to be proven at trial.

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

11 **THIRD CAUSE OF ACTION**

12 **MONEY HAD AND RECEIVED**

13 (By Fresh Horizons Against all Defendants)

14 96. Fresh Horizons hereby restates and incorporates the allegations contained in each of
15 the foregoing Paragraphs of this Complaint as though set forth in full.

16 97. Defendants received no less than \$1,824,954.38 in funds due and owing to Fresh
17 Horizons as a result of Fresh Horizons' processing activity through the ICANPAY Service.

18 98. While no less than \$1,824,954.38 was paid to Defendants for the benefit of Fresh
19 Horizons, Defendants have wrongfully concealed and refused to pay these amounts to Fresh
20 Horizons.

21 99. As a result, Fresh Horizons is entitled to a return of no less than \$1,824,954.38, plus
22 any additional amounts that discovery reveals Defendants have wrongfully retained and withheld
23 from Fresh Horizons.

24 **FOURTH CAUSE OF ACTION**

25 **VIOLATION OF PENAL CODE § 496**

26 (By Fresh Horizons Against all Defendants)

27 100. Fresh Horizons hereby restates and incorporates the allegations contained in each of
28

1 the foregoing Paragraphs of this Complaint as though set forth in full.

2 101. As set forth above, at least \$1,824,954.38 was stolen from Fresh Horizons.

3 102. Defendants received, concealed or withheld the stolen property or aided in receiving,
4 concealing or withholding the stolen property from Fresh Horizons with knowledge of their actions.

5 103. As a result of the foregoing, Fresh Horizons has been damaged and are entitled to
6 recover three times the amount of their actual damages in addition to reasonable attorneys' fees.

7 **FIFTH CAUSE OF ACTION**

8 **BREACH OF CONTRACT**

9 **(By Plaintiff Against ICANPAY)**

10 104. Fresh Horizons hereby restates and incorporates the allegations contained in each of
11 the foregoing Paragraphs of this Complaint as though set forth in full.

12 105. To the extent that any party can be bound to a contract signed by Shimogori's for
13 ICANPAY with name of a former director who has no remaining affiliation with the company, the
14 agreement was breached.

15 106. On or about May 20, 2019, Fresh Horizons entered into the Processing Agreement
16 and Appendixes with ICANPAY, a true and correct copy of which are attached hereto as Exhibits F
17 through J.

18 107. Between 2019 and 2021, Fresh Horizons processed millions of dollars in sale through
19 the ICANPAY Service.

20 108. ICANPAY breached its obligations to Fresh Horizons by failing to pay no less than
21 \$1,824,954.38 due and owing to Fresh Horizons, pursuant to the terms of the iCanPay Merchant
22 Agreement.

23 109. Fresh Horizons has performed all obligations owed to ICANPAY in connection with
24 the Processing Agreement, except for such obligations that Fresh Horizons has been excused or
25 prevented from performing by virtue of Defendants' conduct.

26 110. As a direct and proximate result of ICANPAY's breaches of the Processing
27 Agreement, Fresh Horizons has suffered damages of no less than \$1,824,954.38 which reflects the

1 net sales proceeds of Fresh Horizons' processing activity to which Fresh Horizons is clearly entitled.
2 Fresh Horizons has therefore been damaged in an amount to be proved at time of trial but in no
3 event less than \$1,824,954.38 all of which is readily and clearly ascertainable.

4 **NINTH CAUSE OF ACTION**

5 **BREACH OF IMPLIED COVENANT OF**

6 **GOOD FAITH AND FAIR DEALING**

7 (By Fresh Horizons Against ICANPAY)

8 111. Fresh Horizons hereby restates and incorporates the allegations contained in each of
9 the foregoing Paragraphs of this Complaint as though set forth in full.

10 112. To the extent that any party can be bound to a contract signed by Shimogori's for
11 ICANPAY with name of a former director who has no remaining affiliation with the company, the
12 covenant of good faith and fair dealing in that agreement was breached.

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

16 114. As alleged above, Fresh Horizons entered into the Processing Agreement with
17 ICANPAY.

18 115. Fresh Horizons performed all of the obligations required of them under the
19 Processing Agreement or were excused from having to do so.

20 116. The Processing Agreement entitled Fresh Horizons to receive the net proceeds of its
21 processing activity through the iCanPay Service, based on agreed upon terms set forth in the
22 operative Appendix to each such agreement, and with the understanding that those terms would
23 remain constant for the life of the merchant account.

24 117. In order to deprive Fresh Horizons of the benefits of the Processing Agreement,
25 ICANPAY fabricated excuses for not paying Fresh Horizons the amounts due thereunder, blaming
26 its inability to pay on frivolous irrelevancies.

27 118. Upon information and belief, Defendants intentionally invented and fabricated these
28

1 excuses in derogation of the covenant of good faith and fair dealing implicit in the agreement.

2 119. As a direct and proximate result of ICANPAY's breaches of the Processing
3 Agreement's covenant of good faith and fair dealing, Fresh Horizons has suffered damages of no
4 less than \$1,824,954.38 which reflects the net sales proceeds of Fresh Horizons' processing
5 activity to which Fresh Horizons is clearly entitled. Fresh Horizons has therefore been damaged in
6 an amount to be proved at time of trial but in no event less than \$1,824,954.38 all of which is
7 readily and clearly ascertainable.

8 **TENTH CAUSE OF ACTION**

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

11 (By all Fresh Horizons Against all Defendants)

12 120. Fresh Horizons hereby restates and incorporates the allegations contained in each
13 of the foregoing Paragraphs of this Complaint as though set forth in full.

14 121. Fresh Horizons bring this claim on behalf of themselves and the public.

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

19 123. Defendants' practices are likely to deceive, and have deceived, members of the
20 public, including Fresh Horizons. Defendants knew, or should have known, that their
21 misrepresentations, omissions, failure to disclose and/or partial disclosures, and omission of
22 material facts are likely to deceive a reasonable person.

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

1 125. Defendants' conduct, as alleged herein, also constitutes unlawful business practices.
2 Among other things, Defendants violated the California Money Transmission Act (embodied in
3 California Financial Code §§ 2000 – 2176), California Penal Code §496, federal regulatory statutes,
4 including the Federal Trade Commission Act and the Telemarketing Sales Rule, and engaged in a
5 host of federal crimes, including but not limited to 18 U.S.C. § 1029 (factoring), 18 U.S.C. §
6 1029(b)(2) (conspiracy), 18 U.S.C. § 1341 (mail fraud), 18 U.S.C. § 1343 (wire fraud), 18 U.S.C. §
7 1344 (bank fraud), and 18 U.S.C. §§ 1956 and 1957 (money laundering).

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

13 127. Fresh Horizons seek restitution of the monies retained by Defendants in the amount
14 to be proven at trial, but which total no less than \$1,824,954.38.

15 128. Fresh Horizons also seek an order of this Court enjoining Defendants from
16 continuing their deceptive business practices.

17 129. Fresh Horizons seek an order of this Court against Defendants, and each of them,
18 awarding Fresh Horizons' restitution under § 17200, et seq., plus interest, and attorneys' fees and
19 costs pursuant to Civil Code § 1021.5.

20 **PRAYER FOR RELIEF**

21 **WHEREFORE**, Fresh Horizons prays for:

- 22 1. Damages in an amount to be proven at trial, but which are no less than
23 \$1,824,954.38;
- 24 2. Treble damages in the amount of \$5,474,863.14;
- 25 3. Disgorgement and injunctive relief;
- 26 4. Punitive damages in an amount to be proven at trial;
- 27 5. Costs of suit;

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- 6. Pre- and post-judgment interest at the maximum rate allowed by law; and
- 7. Such other relief as the Court deems just and proper.

Dated: December 27, 2021

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

By: 
EUGENE ROME
Attorney for Plaintiff FRESH
HORIZONS LIMITED

DEMAND FOR JURY TRIAL

Plaintiff Fresh Horizons hereby request a trial by jury on all issues triable by a jury.

Dated: December 27, 2021

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

By: 

EUGENE ROME
Attorney for Plaintiff FRESH
HORIZONS LIMITED

EXHIBIT A

Registered number

10632334

Pan Digital Network Limited

Filleted Accounts

31 December 2020

Pan Digital Network Limited**Registered number:** 10632334**Balance Sheet****as at 31 December 2020**

	Notes	31/12/20 £	29/2/20 £
Current assets			
Debtors	3	-	4
Cash at bank and in hand		516,401	121,464
		<u>516,401</u>	<u>121,468</u>
Creditors: amounts falling due within one year	4	(8,360,473)	(98,354)
Net current (liabilities)/assets		<u>(7,844,072)</u>	<u>23,114</u>
Net (liabilities)/assets		<u>(7,844,072)</u>	<u>23,114</u>
Capital and reserves			
Called up share capital		1,000	1,000
Profit and loss account		(7,845,072)	22,114
Shareholders' funds		<u>(7,844,072)</u>	<u>23,114</u>

The directors are satisfied that the company is entitled to exemption from the requirement to obtain an audit under section 477 of the Companies Act 2006.

The members have not required the company to obtain an audit in accordance with section 476 of the Act.

The directors acknowledge their responsibilities for complying with the requirements of the Companies Act 2006 with respect to accounting records and the preparation of accounts.

The accounts have been prepared and delivered in accordance with the special provisions applicable to companies subject to the small companies regime. The profit and loss account has not been delivered to the Registrar of Companies.

K Shimogori**Director****Approved by the board on 28 September 2021**

Pan Digital Network Limited

Notes to the Accounts

for the period from 1 March 2020 to 31 December 2020

1 Accounting policies

Basis of preparation

The accounts have been prepared under the historical cost convention and in accordance with FRS 102, The Financial Reporting Standard applicable in the UK and Republic of Ireland (as applied to small entities by section 1A of the standard).

Turnover

Turnover is measured at the fair value of the consideration received or receivable, net of discounts and value added taxes. Turnover includes revenue earned from the sale of goods and from the rendering of services. Turnover from the sale of goods is recognised when the significant risks and rewards of ownership of the goods have transferred to the buyer. Turnover from the rendering of services is recognised by reference to the stage of completion of the contract. The stage of completion of a contract is measured by comparing the costs incurred for work performed to date to the total estimated contract costs.

Debtors

Short term debtors are measured at transaction price (which is usually the invoice price), less any impairment losses for bad and doubtful debts. Loans and other financial assets are initially recognised at transaction price including any transaction costs and subsequently measured at amortised cost determined using the effective interest method, less any impairment losses for bad and doubtful debts.

Creditors

Short term creditors are measured at transaction price (which is usually the invoice price). Loans and other financial liabilities are initially recognised at transaction price net of any transaction costs and subsequently measured at amortised cost determined using the effective interest method.

Taxation

A current tax liability is recognised for the tax payable on the taxable profit of the current and past periods. A current tax asset is recognised in respect of a tax loss that can be carried back to recover tax paid in a previous period. Deferred tax is recognised in respect of all timing differences between the recognition of income and expenses in the financial statements and their inclusion in tax assessments. Unrelieved tax losses and other deferred tax assets are recognised only to the extent that it is probable that they will be recovered against the reversal of deferred tax liabilities or other future taxable profits. Deferred tax is measured using the tax rates and laws that have been enacted or substantively enacted by the reporting date and that are expected to apply to the reversal of the timing difference, except for revalued land and investment property where the tax rate that applies to the sale of the asset is used. Current and deferred tax assets and liabilities are not discounted.

Provisions

Provisions (ie liabilities of uncertain timing or amount) are recognised when there is an obligation at the reporting date as a result of a past event, it is probable that economic benefit will be transferred to settle the obligation and the amount of the obligation can be estimated reliably.

Foreign currency translation

Transactions in foreign currencies are initially recognised at the rate of exchange ruling at the date of the transaction. At the end of each reporting period foreign currency monetary items are translated at the closing rate of exchange. Non-monetary items that are measured at historical cost are translated at the rate ruling at the date of the transaction. All differences are charged to profit or loss.

2 Employees	31/12/20	29/2/20
	Number	Number
Average number of persons employed by the company	<u>2</u>	<u>2</u>
3 Debtors	31/12/20	29/2/20
	£	£
Due from group undertakings	<u>-</u>	<u>4</u>
4 Creditors: amounts falling due within one year	31/12/20	29/2/20
	£	£
Directors loan - K Shimogori	86,273	-
Due to group undertakings	8,258,009	-
Taxation and social security costs	5,399	5,399
Other creditors	10,792	92,955
	<u>8,360,473</u>	<u>98,354</u>

5 Other Information

Pan Digital Network Limited is a private company limited by shares and Incorporated in England. Its registered office is:
Belmont Cottage Holymoore Road
Holymoorside
Chesterfield
S42 7DS

This document was delivered using electronic communications and authenticated in accordance with the registrar's rules relating to electronic form, authentication and manner of delivery under section 1072 of the Companies Act 2006.

EXHIBIT B

4016150



Secretary of State
Articles of Incorporation of a
General Stock Corporation

ARTS-GS

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

BETA This is a trial service — your [feedback \(https://www.research.net/r/chbeta\)](https://www.research.net/r/chbeta) will help us to improve it.

Search for companies or officers

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

BETA This is a trial service — your [feedback \(https://www.research.net/r/chbeta\)](https://www.research.net/r/chbeta) will help us to improve it.

Search for companies or officers

ICANPAY UK LIMITED

Company number **11148162**

- [Officers \(https://beta.companieshouse.gov.uk/company/11148162/officers\)](https://beta.companieshouse.gov.uk/company/11148162/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, 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



Merchant Accounts Made Easy

iConPay offers flexible payment processing and startup merchant account solutions, with no geographical restrictions. Laborious account applications are also reduced by our concise online form developed and certified by our acquiring banking partner. It's simple, efficient, and we can offer a merchant account for most products sold on the Web today.

High Risk Industries

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

Backed By Visa and Mastercard Acquirers

All iConPay banking partners have been thoroughly vetted by Visa and Mastercard. In order to process any credit card transactions for our banking partners, iConPay have also been previously certified and its systems and processes strictly monitored for security. iConPay is fully PCI compliant.

EXHIBIT F

DATA, LOGISTICS AND SERVICE PROCESSING AGREEMENT

THIS AGREEMENT (the "Agreement") is made on this date: 5/20/2019 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 15th Floor, 100 Queen's Road, Central, Hong Kong hereinafter referred to as "**COMCOPIOUS**", and **Fresh Horizons Limited** a company duly incorporated and organized under the laws of the British Virgin Islands, having its registered principal place of business at Palm Grove House, P.O. Box 438, Road Town, Tortola, 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;
- "Processing Period": The aggregate total purchase price of customer approved payable amounts between 00h00 UTC Sunday until 23h59 UTC Saturday;
- "Settlement Cycle": Settlement of funds due to Partner by Comcapious from Processing Period each Friday for the immediate previous Processing Period;
- "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 Chargebacks 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 Annexure A of the Agreement other than charges or amounts mentioned in (a) through (e) above.
- and after such deductions mentioned in (a) through (e) above Comcopious will settle The Invoice to the nominated bank account of Partner for the Processing Period and as per the Settlement Cycle

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

2.3 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 which will be calculated based on the fees in Annexure A of The Agreement. 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 and such set off will not constitute failure of Partner to meet its payment obligations to Comcopious.

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 and without penalty or prejudice to the Partners rights under the Agreement.

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. If such costs or changes are in the sole discretion of the Partner are deemed to be unfeasible, the Partner may terminate the Agreement without prejudice to its other rights and obligations under this agreement.

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 in a location deemed by itself to be appropriately apt 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 in COMCOPIOUS reasonable estimation it is no longer financially viable to continue providing the service to the Partner, however such termination will not waive Comcopious financial obligations to the Partner including any outstanding settlements.

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 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 data agreed to between the parties with each Transaction along with other information as instructed by COMCOPIOUS from time to time. If in the event that the Partner, in its sole opinion, cannot reasonably provide such information, it may terminate the agreement without prejudice to its other rights and obligations under the Agreement.

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 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 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 on grounds for immediate termination. Exception is made to this term for the explicit purpose of user & technical testing by Partner but should constitute no more than 5 transactions per day for a combined value of no more than \$50 and a maximum of 10 transactions per week for a maximum of \$100.

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. For the benefit of doubt, customer may initiate multiple transactions from the Partner to Comcopious within 24 hrs even if such transactions fail.

14.6.10 PARTNER will be required to provide the IP address and other customer data as agreed to between the parties for each cardholder's transaction and any other information from time-to-time instructed by COMCOPIOUS. Where such instruction is deemed unreasonable by the Partner the Partner may terminate the agreement without forgoing it's other rights and obligations under this agreement.

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 agreed to with 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.

COMCOPIOUS LIMITED

FRESH HORIZONS LIMITED

[Handwritten signature]

DocuSigned by:
Serena Kwok
8D0D8E7AE542494

Full Name of Signer:

Full Name of Signer:

Kaelem Shadeh

Serena Kwok

Title: Director

Title: Authorised Signatory

Date: 5/20/2019

Date: 5/20/2019

EXHIBIT G

APPENDIX 1

TERMS, FEES AND RESERVES Additional licensed condition with PARTNER.

Account Setup Fee: (one-time):	\$0.00 Waived
Cards Accepted (Credit or Debit):	Visa and Mastercard
Merchant Discount Rate:	Detail to Follow on Page 2
Fixed Fees and Charges:	
Wire Fee	USD\$50
Chargebacks	USD\$80
Max CHB per month is:	Up to 1.00% USD\$25 Over 1.00% USD\$35
Refunds/Credit	USD\$5.00
Transaction approved	USD\$0.5
Transaction declined	USD\$0.5
Rolling Reserve	10%
Reserve Hold Period	180 Days
Terminated account:	Min 12/month or 12 to 24 month for chargeback threshold violations

Notes:

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. Payouts are weekly, 2 weeks in arrears.

Account Limitations:

Transaction Limitations:
Per Customer/Card/Day:
Minimum Transaction Amount:
Maximum Transaction Amount:

NA
NA
NA
NA
NA

COMCOPIOUS LIMITED

PARTNER

For and on behalf of
FRESH HORIZONS LIMITED

For and on behalf of
Fusionic Limited

Full Name of Signer:

Kotaro Shimogori

Title: Director

Date:

Full Name of Signer:

Title: Director of FRESH HORIZONS LIMITED

8 August, 2019

APPENDIX 1 - Page 2

TERMS, FEES AND RESERVES

Buy rate Traditional			
Visa/Amex/JCB (Monthly) Less than \$10MM	Buy rate 13.95%	MasterCard (Monthly) Less than \$1MM	Buy rate 10.95%
\$10MM to \$25MM	12.95%	\$1MM to \$4MM	9.75%
\$25MM +	11.95%	\$4MM to \$6MM	8.99%
		\$6MM +	8.75%

Crypto Buy rate			
Visa/Amex/JCB (Monthly) Less than \$10MM	Buy rate 11.95%	MasterCard (Monthly) Less than \$1MM	Buy rate 8.95%
\$10MM to \$25MM	10.95%	\$1MM to \$4MM	7.75%
\$25MM +	9.95%	\$4MM to \$6MM	6.99%
		\$6MM +	6.75%

EXHIBIT H

APPENDIX 1

TERMS, FEES AND RESERVES Additional licensed condition with PARTNER

Account Setup Fee: (one-time)	\$0.00 Waived
Cards Accepted (Credit or Debit):	Mastercard
Merchant Discount Rate:	8.5%
Fixed Fees and Charges:	
Wire Fee	USD\$50
Chargebacks	USD\$80
Max CHB per month is:	Up to 1.00% USD\$25 Over 1.00% USD\$35
Refunds/Credit	USD\$5.00
Transaction approved	USD\$0.5
Transaction declined	USD\$0.5
Rolling Reserve	10%
Reserve Hold Period	180 Days
Terminated account:	Min 12 month or 12 to 24 month for chargeback threshold violations

Notes:

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. Payouts are weekly, 2 weeks in arrears.

Account Limitations:

Transaction Limitations:
Per Customer/Card/Day:
Minimum Transaction Amount:
Maximum Transaction Amount:

NA
NA
NA
NA
NA

COMCOPIOUS LIMITED

PARTNER

Act and on behalf of
FRESH HORIZONS LIMITED
Director of
FRESH HORIZONS LIMITED

Full Name of Signer:

Kotaro Shimogori

Title: Director

Date: January 7, 2020

Full Name of Signer: Signature(s)

KOKO Sen

Title: Director of FRESH HORIZONS LIMITED

Date: 8 January 2020

EXHIBIT I

2020-02-02 APPENDIX 1

TERMS, FEES AND RESERVES Additional licensed condition with PARTNER

Account Setup Fee: (one-time)	\$0.00 Waived
Cards Accepted (Credit or Debit):	Visa and Mastercard
Merchant Discount Rate:	9.0%
Fixed Fees and Charges:	
Wire Fee	USD\$50
Chargebacks	USD\$80
Max CHB per month is:	Up to 1.00% USD\$25 Over 1.00% USD\$35
Refunds/Credit	USD\$5.00
Transaction approved	USD\$0.5
Transaction declined	USD\$0.5
Rolling Reserve	10%
Reserve Hold Period	180 Days
Terminated account:	Min 12 month or 12 to 24 month for chargeback threshold violations

Notes:

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. Payouts are weekly, 2 weeks in arrears.

Account Limitations:

Transaction Limitations:
Per Customer/Card/Day:
Minimum Transaction Amount:
Maximum Transaction Amount:

NA
NA
NA
NA
NA

COMCOPIOUS LIMITED

PARTNER

For and on behalf of
FRESH HORIZONS LIMITED

For and on behalf of
Lisonic Limited

Full Name of Signer:

Kotaro Shimogori

Title: Director

Date: February 2, 2020

Full Name of Signer: _____
Authorized Signature(s)

WORKING SET

Title: Director of FRESH HORIZONS LIMITED

Date: 10 February, 2020

EXHIBIT J

APPENDIX 1-gBX

TERMS, FEES AND RESERVES for gBX@itsmanagement.net

Account Setup Fee: (one-time)	\$0.00 Waived
Cards Accepted (Credit or Debit):	Visa and Mastercard
Merchant Discount Rate:	9.00%
Fixed Fees and Charges:	
Wire Fee	USD\$50
Chargebacks	USD\$50
Refunds/Credit	USD\$5.00
Transaction Approved	USD\$0.5
Transaction Declined	USD\$0.5
Rolling Reserve	10%
Reserve Hold Period	90 Days
Terminated account:	Min 12 month or 12 to 24 months for chargeback threshold violations

Notes:
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. Payouts are weekly, 1 week in arrears.

Account Limitations:
Transaction Limitations:
Per Customer/Card/Day:
Minimum Transaction Amount:
Maximum Transaction Amount:

NA
NA
NA
NA
NA

COMCOPIOUS LIMITED

PARTNER For and on behalf of
Fresh Horizons Limited
For and on behalf of
Lusonic Limited

Full Name of Signer:

Kotaro Shimogori

Title: Director

Date: March 2, 2020

Full Name of Signer:

Kwok Nga Sit

Title: Director of Fresh Horizons Limited

Date: 11 March, 2020

EXHIBIT K



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

Kotaro Shimogori Fraud Warning

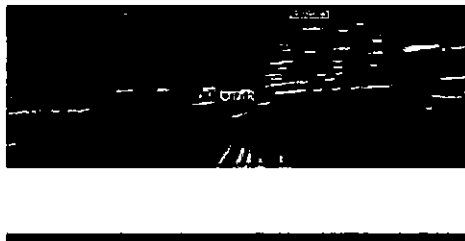
Kotaro Shimogori has stolen in excess of \$500000.00+ from merchants who obtained merchant processing from one of his companies. No reason has been given for the theft of funds, outside of a story about his bank allegedly freezing his funds. He has become unresponsive to all attempts to contact him.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

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

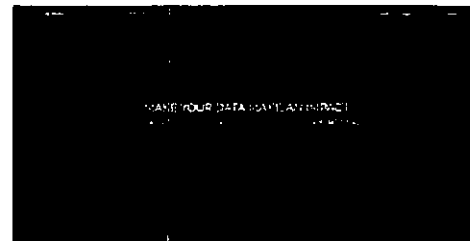
His Websites



(<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

1:35 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

⬆ (-) Amg1271889 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

⬆ (-) Youthbrendax 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

⬆ (-) Amg1271889 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 holding on using them once they got their shit together.

permalink embed save parent give gold

⬆ (-) Youthbrendax 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

⬆ (-) Youthbrendax 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/)):

Secure | https://www.reddit.com/r/ecommerce/comments/Budnrk/icanpay_high_risk_merchant_processor_scam/

Apps New folder

MY SUBREDDITS HOME POPULAR ALL RANDOM USERS | ECOMMERCE | ASKREDDIT WORLDNEWS VIDEOS FUNNY TODAYILEARNED PICS GAMING MOVIES NEWS GIFS MILDYINTERESTS

ECOMMERCE comments other discussions (1)

10  **ICanPay High Risk Merchant Processor Scam** (self:ecommerce)
submitted 1 day ago by ICanPayRipOff

Hi,
We got ripped off by ICanPay in excess of \$100k. Please consider this a PSA to avoid them.
If you did business with ICanPay and they ripped you off in excess of \$10k please get in touch with me via PM. We are planning to sue. We are using one of the best law firms for cases like this, the more merchants we have the more likely we are to see our money back or these scumbags behind bars.

7 comments share save hide give gold report crosspost

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](#)

 (-) TheMiddleAgedWalter 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_rube 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](#)

 (-) hempicard 1 point 4 hours ago
We have been with our merchant provider for nearly a year without any issue... When we signed up with 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 don't 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 L



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 TypeOrder 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 to top](#)

ICRIS_Ver_1_0_6_Build_06_00

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



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:	-
Allas:	-
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 TypeOrder 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 to top

ICRIS_Ver_1_0_6_Buld_06_00

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

EXHIBIT M



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

ComCopious 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

KAESH

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

B. 停任詳情 Details of Cessation

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)

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? ☐ 是 Yes
Will this director or alternate director continue to hold office as alternate director or director in this company after the date of cessation? ☒ 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

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18/08/2017

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Form

ND2A

公司編號 Company Number

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 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

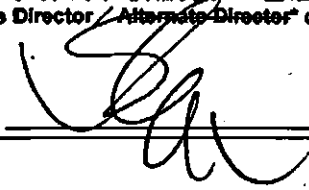
17

提示 Advisory Note 所有公司董事均應閱讀公司註冊處編印的《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.

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 : 

第二頁 Page 2

表格
Form

ND2A

公司編號 Company Number

1606232

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

- 22 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

23 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.

24 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

- 25 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.

26 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 N



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))

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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 Presenter'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)

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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填報)

(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 KABESH
	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 簽發國家 Issuing Country	E0391051 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 18)

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 填明)

(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

(「轉文」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 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