

PUBLIC OFFER
for the Conclusion of an Agreement for the Provision of Payment and Information Technology Services

“ — ” _____ 2026

AXUS SOLUTION FZCO, hereinafter referred to as the “**Organization**”, represented by its Director, Alexey Zhukovsky, acting on the basis of the Articles of Association, addresses this public offer (hereinafter, the “**Offer**”) to any legal entity or individual entrepreneur, hereinafter referred to as the “**Merchant**”, to enter into an agreement for the provision of payment and information technology services (hereinafter, the “**Agreement**”) on the terms set out below.

The Offer shall be accepted in accordance with the procedure set out in Section 1 of the Offer.

TERMS AND DEFINITIONS

Bank / Acquiring Bank — a bank or other credit institution that is a partner of the Organization and provides authorization, processing and/or settlement of Operations carried out through the Merchant’s Online Stores or other agreed channels.

Refund — an operation to return funds to the Payer for a previously made Payment, initiated by the Merchant, the Organization, the Bank, a payment system or another authorized party in the cases provided for.

Payout — an operation initiated by the Merchant through the System and aimed at transferring funds to a Transfer Recipient.

Agreement — the agreement for the provision of payment and information technology services concluded between the Organization and the Merchant by way of Acceptance of the Offer, including the Offer, the Accession Application, the annexes to the Offer, the agreed tariffs, the technical documentation and other documents forming an integral part thereof.

Accession Application — a document in the form of Annex No. 1 sent by the Merchant to the Organization and containing information on the Merchant, its Online Stores, the Payment Instruments to be connected, the individual commercial terms, tariffs, limits, Rolling Reserve parameters and other terms of service.

Transaction Authorization Request — an action initiated by the Merchant whereby a request is transmitted to the System to verify whether a Payment or Payout can be carried out, including the transmission of the data required to process the Transaction and to decide whether to authorize or decline it.

Online Store — a software resource of the Merchant with a unique address on the Internet, including a website, mobile application, page, service or other digital channel, through which the Merchant offers goods, works or services and accepts Payments from Payers.

Information Technology Services — services for ensuring information and technological interaction between the Organization, the Merchant, Banks, payment systems, payment partners, Payers and Transfer Recipients, including the collection, processing, transmission, routing, storage and provision of information on Operations, as well as the provision of access to the System and its functionality.

Personal Account — a dedicated section of the System made available to the Merchant, through which the Merchant may obtain information on Operations, generate and receive Registers, reports and notifications, and submit documents, requests and instructions within the functionality provided.

Reporting Period — a calendar month, unless a different period is specified in the Accession Application or in a notice from the Organization.

Payment — actions performed through the System to transfer funds from the Payer to the Merchant for the Merchant’s goods, works or services using payment cards, WeChat Pay and/or other agreed electronic means of payment.

Payment System (PS) — an international, national or other payment system, payment service operator or settlement infrastructure whose rules apply to the relevant Operations.

Payment Instrument — a means, method or technical solution provided by the Organization and used to initiate, process and carry out Payments and Payouts, including payment details, identifiers, application programming interfaces (APIs), payment gateways, QR codes, electronic wallets, virtual and physical cards, WeChat Pay and other software or technical solutions.

Payer — an individual or legal entity making a Payment to the Merchant through the System.

Transfer Recipient — an individual or legal entity in whose favor the Merchant initiates a Payout using the System.

PS Rules — the rules, standards, regulations, technical requirements, procedures and other binding documents of payment systems, Banks, payment service operators and payment partners that apply to Operations.

Settlement Bank — a Bank engaged by the Organization to carry out settlements with the Merchant or to support settlements for Operations.

Registers — reports automatically generated in the System on Payments accepted, Payouts made, withholdings, Refunds, Chargebacks and other Operations, which are used by the Parties for accounting, reconciliation and settlement purposes.

Rolling Reserve — funds of the Merchant withheld by the Organization in the manner, in the amount, for the period and on the terms established by Annex No. 2 to the Agreement and/or the Accession Application, in order to secure the performance of the Merchant's monetary obligations to the Organization, the Bank, payment systems, Payers, Transfer Recipients and other authorized parties.

System — the Organization's hardware and software complex used to ensure information and technological interaction between the Organization, the Merchant, Banks, payment systems, payment partners, Payers and Transfer Recipients in connection with the acceptance of Payments and the making of Payouts.

Merchant's Goods / Services — goods, works and/or services that the Merchant sells or provides to Payers in the course of its lawful commercial activities.

Transaction (Operation) — any funds transfer operation, including a Payment, Payout, Refund, cancellation of an Operation, withholding, Chargeback or other operation performed under the Agreement.

Settlement Participants — the Organization, the Merchant, the Bank, a payment system, a payment partner, the Payer, the Transfer Recipient and other persons involved in the processing, execution or settlement of an Operation.

WeChat Pay — a payment service provided by the relevant WeChat Pay payment service operator and available to the Merchant through the System, subject to technical, contractual and regulatory availability, which makes it possible to accept Payments from Payers and/or initiate Payouts to Transfer Recipients in accordance with the terms of the Agreement, the WeChat Pay rules, the requirements of Banks and payment partners, and applicable law.

Chargeback — a demand by the issuing Bank, a payment system or another authorized settlement participant for the return of the amount of a disputed Transaction to the Payer, including in connection with a claim of an unauthorized operation, the Merchant's failure to perform or improper performance of its obligations to the Payer, a breach of the PS Rules or other grounds provided for by the rules.

1. ACCEPTANCE OF THE OFFER

1.1. Acceptance of the Offer, signifying the Merchant's full and unconditional acceptance of all the terms of the Offer and its annexes, shall consist of the Merchant's performance of the following actions in sequence:

- registering and creating an account in the Personal Account on the Organization's website at the following address: ____;
- completing, signing and sending the Accession Application to the Organization via the Personal Account, by email or by another agreed method;
- providing the documents and information requested by the Organization for the purpose of verifying the Merchant, its representatives, beneficial owners, Online Stores and intended Operations;
- receipt by the Merchant of the Organization's notice of approval of the Accession Application and of the possibility of connecting to the System.

1.2. The Agreement shall be deemed concluded on the date on which the Organization sends the Merchant a notice of approval of the Accession Application via the Personal Account, by email or by another agreed method (hereinafter, the "**Agreement Date**").

1.3. The Organization may refuse to conclude the Agreement, to connect an Online Store, a Payment Instrument or WeChat Pay, to accept Payments or to make Payouts without giving reasons, unless otherwise established by mandatory provisions of applicable law.

2. ANNEXES AND INDIVIDUAL TERMS

2.1. The following form integral parts of the Agreement:

- **Annex No. 1 — Accession Application and Individual Commercial Terms;**
- **Annex No. 2 — Terms for the Formation, Use and Return of the Rolling Reserve;**
- **Annex No. 3 — Procedure for Handling Claims, Refunds and Chargebacks.**

2.2. The specific set of Payment Instruments to be connected, including WeChat Pay, the availability of Payment acceptance and Payouts, the applicable currencies, settlement periods, tariffs, limits, the procedure for carrying out Operations, and the amount and term of the Rolling Reserve shall be determined in the Accession Application, the Organization's technical documentation, the Organization's notices in the Personal Account and other documents agreed by the Parties in written or electronic form.

2.3. In the event of a conflict between the Offer and the individual terms specified in the Accession Application, the individual terms shall apply to the extent expressly agreed by the Parties, provided that such terms do not conflict with mandatory requirements of applicable law, the PS Rules, or the requirements of the Bank, WeChat Pay and other payment partners.

3. PROCEDURE FOR INTERACTION AND MUTUAL SETTLEMENTS

3.1. Within 10 (ten) business days of the Agreement Date, unless a different period is set by the Organization, the Organization shall compile and provide the Merchant with a list of the methods available in the System for accepting Payments and making Payouts, and shall perform the necessary configuration. The available services may include bank cards, other electronic means of payment and WeChat Pay, provided that the relevant service is available, has been agreed in the Accession Application and has been approved by the Organization, the Bank, the payment partner and/or the operator of the relevant payment service.

3.2. To register each Online Store in the System, the Merchant shall send the Organization a separate Accession Application or a separate connection request in the form established by the Organization. The connection of several Online Stores requires separate approval of each Online Store.

3.3. An Online Store may be registered in the System only after it has been verified and approved by the Organization.

3.4. Within 5 (five) business days of receiving the complete set of documents and information, the Organization shall verify the Online Store and decide whether it can be registered in the System. The Organization may extend this period if the verification requires additional information, documents or approvals from the Bank, a payment system or a payment partner.

3.5. The Merchant shall provide complete and accurate information on each Online Store, including the web address, a description of the Merchant's Goods / Services, the domains used, information on delivery, returns and contact details, and any other information requested by the Organization.

3.6. Based on the results of the verification, the Organization may:

- approve the connection of the Online Store and register it in the System;
- request additional documents or information;
- set additional connection terms, limits, tariffs, settlement periods or a Rolling Reserve;
- refuse to register or connect the Online Store.

3.7. The Organization may refuse to connect an Online Store, a Payment Instrument or WeChat Pay if the Merchant's activities, the Online Store, the Merchant's Goods / Services, the intended Operations or the information provided do not comply with the requirements of the Organization, the Bank, the PS Rules, the WeChat Pay rules, the requirements of payment partners or applicable law.

3.8. The Merchant shall carry out the technical connection to the System within the time limits agreed with the Organization, in accordance with the Organization's technical documentation and instructions.

3.9. In the event of a change in the web address, domain, product range, geography of operations, sales model, beneficial owners, bank details or other material parameters, the Merchant shall notify the Organization within 3 (three) business days of the date of such change and, where necessary, undergo re-verification. If up-to-date information is not provided or is not provided on time, the Organization may suspend the acceptance of Payments, the making of Payouts and/or settlements with the Merchant until the breach has been remedied.

3.10. The Organization shall ensure information and technological interaction and the processing of data on accepted Payments within the functionality of the System and the connected payment services.

3.11. Funds from accepted Payments shall be transferred to the Merchant through the Settlement Bank or by another agreed method, less the amounts to be withheld in accordance with the Agreement, the Accession Application, the PS Rules and applicable law.

3.12. Payouts shall be made out of a sufficient balance of the Merchant's funds recorded in the System, unless a different procedure is agreed by the Parties. The Merchant shall ensure in advance the availability of the funds required to make Payouts, pay fees and perform other obligations under the Agreement.

3.12.1. Payouts using WeChat Pay shall be made solely on condition that the relevant functionality has been connected, that there is a sufficient balance of funds on the Merchant's balance, and that the Merchant and, where required, the Transfer Recipient have passed the checks prescribed by the Organization, the Bank, the WeChat Pay operator, the payment partner and applicable law. The Organization may refuse to carry out a Payout, or suspend or cancel a Payout, where there are grounds provided for by the Agreement, the WeChat Pay rules, the requirements of the Bank or the payment partner, or applicable law.

3.13. The Organization's remuneration shall be calculated in the amount and manner specified in the Accession Application. Where applicable, the remuneration may consist of a percentage fee, a fixed fee, fees for Refunds, Chargebacks, disputes, currency conversion, connection and subscription service, and other agreed payments.

3.14. The currency of Operations, the currency of settlements with the Merchant and the conversion procedure shall be determined in the Accession Application. In the absence of an agreed term, settlements shall be made in a currency permitted under applicable law and the requirements of the Settlement Bank.

3.15. Each month, no later than the 10th (tenth) day of the month following the Reporting Period, a report on the services rendered and the Operations performed shall be generated in the Personal Account.

3.16. The Merchant shall review the report in the Personal Account independently. In the absence of reasoned written objections within 5 (five) business days of its generation, the report shall be deemed accepted and the services shall be deemed duly rendered.

3.17. If the Merchant disagrees with the data in the report, it shall send the Organization reasoned objections, with supporting documents attached, within the period specified in Clause 3.16 of the Offer.

3.18. Within 5 (five) business days of receiving the reasoned objections, the Organization shall carry out a reconciliation. If discrepancies are confirmed, the Organization shall generate a corrected report. If the review requires additional information from the Merchant, the Bank, a payment system or a payment partner, the review period shall be extended by the time needed to obtain such information.

3.19. VAT, taxes and other mandatory payments shall apply in the manner established by applicable law. The Organization's VAT status, where applicable, shall be indicated in the bill, invoice or other settlement document.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. The Organization undertakes to

4.1.1. Within a reasonable time after approval of the Accession Application, perform the necessary configuration of the System for accepting Payments and/or making Payouts within the agreed functionality.

4.1.2. Provide the Merchant with access to the Personal Account and to information on Operations within the functionality of the System.

4.1.3. Suspend the provision of services, the acceptance of Payments, the making of Payouts or settlements with the Merchant upon the termination, suspension or restriction of authorizations, services, Banks or payment partners, or where requirements of applicable law so arise. Such suspension shall not constitute a breach of the Agreement by the Organization.

4.1.4. Notify the Merchant of the suspension of services via the Personal Account, by email or by any other available means, unless such notification is prohibited or restricted by law or by the requirements of the Bank, a payment system, WeChat Pay or a competent authority.

4.1.5. Transfer the funds due to the Merchant from accepted Payments, less:

- the Organization's remuneration;
- the amounts of Payouts;
- the amounts of canceled, erroneous, duplicate, suspicious or fraudulent Operations;
- the amounts of Refunds, Chargebacks, disputes and other claims relating to disputed Operations;
- fines, charges, expenses and losses of the Organization, Banks, payment systems, WeChat Pay operators and other payment partners relating to the Merchant's Operations;
- the amounts of the Rolling Reserve;
- other amounts whose withholding is permitted by the Agreement, the PS Rules, applicable law or the requirements of authorized parties.

4.1.6. Provide technical support for the System in the manner established by Section 8 of the Offer.

4.1.7. At the Merchant's request, generate Registers of Payments and Payouts for the requested period where the relevant System functionality is available, or send them within 5 (five) business days of the date of the request.

4.1.8. Take reasonable measures to comply with applicable requirements in the areas of anti-money laundering, counter-terrorist financing, sanctions control, information security and personal data protection, within the scope of the Organization's duties.

4.1.9. Provide information and documents to competent authorities, Banks, payment systems and payment partners in the cases and to the extent provided for by applicable law, the PS Rules and the Organization's contractual obligations.

4.1.10. Upon detecting erroneous, duplicate, suspicious or fraudulent Operations, take the measures provided for by the PS Rules, the WeChat Pay rules, the requirements of the Bank and payment partners, and the Agreement.

4.1.11. Apply reasonable organizational and technical information security measures, taking into account the requirements of applicable law, the PS Rules and, where applicable, the PCI DSS standard.

4.2. The Organization has the right to

4.2.1. Request from the Merchant complete and accurate information and documents required for the conclusion and performance of the Agreement, KYC/AML/CFT checks, identification, monitoring and risk assessment.

4.2.2. Verify and periodically monitor the activities of the Merchant, its Online Stores, the Merchant's Goods / Services, Operations, beneficial owners, representatives and Transfer Recipients.

4.2.3. Request information on beneficial owners, tax residency, type of business, sources of funding, origin of funds, counterparties, Payers and Transfer Recipients to the extent necessary to comply with the requirements of the Organization and the Settlement Participants.

4.2.4. Change the amount of remuneration, tariffs, settlement periods, limits and other individual terms with prior notice to the Merchant via the Personal Account or by email. If the change is required by the Bank, a payment system, WeChat Pay, a payment partner or the law, the Organization may apply it from the date specified in the notice.

4.2.5. Temporarily suspend the performance of obligations under the Agreement, the acceptance of Payments, Payouts, settlements and access to the System in the event of:

- circumstances preventing the use of the technical infrastructure of the Organization, the Merchant, the Bank or a payment partner;
- circumstances that may lead to losses, a breach of the law or the PS Rules, or a threat to information security;
- a breach by the Merchant of the terms of the Agreement;
- the Merchant's failure to provide documents, information or explanations at the Organization's request;
- signs of fraud, money laundering, terrorist financing, breach of sanctions restrictions or other unlawful activity.

4.2.6. Withhold, reserve or refuse to transfer amounts relating to Operations that are or may become subject to dispute in accordance with the PS Rules, the WeChat Pay rules, the requirements of the Bank or payment partners, or applicable law, including withholding in accordance with Annex No. 2.

4.2.7. Require interim reconciliations of settlements where discrepancies are identified.

4.2.8. Publish information on its cooperation with the Merchant, as well as the Merchant's trademarks and other means of identification, solely with the Merchant's prior written consent, unless otherwise provided in the Accession Application.

4.2.9. Engage third parties to perform the Agreement, including Banks, payment systems, payment partners, technical infrastructure providers and contractors. Such engagement shall not release the Organization from liability within the limits established by the Agreement and applicable law.

4.2.10. Refuse to carry out an Operation, or suspend or terminate the servicing of the Merchant, in the cases provided for by applicable law, the PS Rules, the WeChat Pay rules, or the requirements of the Bank or a payment partner.

4.2.11. Block unauthorized Online Stores, domains, accounts, Payment Instruments and Operations without prior notice where this is necessary to prevent losses, fraud, or a breach of the law or the PS Rules.

4.2.12. Change per-transaction, daily and monthly limits, settlement periods and the available functionality where there are suspicions of fraud, heightened risks, or requirements of the Bank, a payment system, WeChat Pay, a payment partner or a competent authority.

4.2.13. Use the Rolling Reserve in the manner established by Annex No. 2.

4.3. The Merchant undertakes to

4.3.1. Comply with the terms of the Agreement, the technical documentation, the Organization's instructions, the PS Rules, the WeChat Pay rules and the requirements of Banks and payment partners applicable to the Merchant's Operations.

4.3.2. Provide accurate, complete and reliable information required for accepting Payments, making Payouts, conducting checks and performing the Agreement.

4.3.3. Maintain a sufficient balance of funds for making Payouts and for paying remuneration, Refunds, Chargebacks, the Rolling Reserve and other obligations under the Agreement.

4.3.4. Use the System solely for lawful activities and not carry out Operations connected with prohibited goods, works or services, fraud, sanctions evasion, money laundering, terrorist financing or other unlawful activity.

4.3.5. Independently fulfill the tax obligations associated with the Merchant's activities and the sale of the Merchant's Goods / Services.

4.3.6. Independently settle Payers' claims relating to the Merchant's Goods / Services, including quality, completeness, delivery times, returns and the performance of obligations to Payers, unless otherwise follows from the Agreement or mandatory provisions of applicable law.

4.3.7. Submit to the Organization for verification all Online Stores, domains, applications and other channels through which the Merchant plans to accept Payments or make Payouts. Use of the System through channels not approved by the Organization is prohibited.

4.3.8. Immediately notify the Organization of any change in the web address, domain, product range, material parameters of the Online Store, geography of operations, business model or other circumstances capable of affecting the level of risk.

4.3.9. At the Organization's request, provide the documents and information required to perform the Agreement and to comply with applicable requirements within no more than 2 (two) business days, unless the Organization has

set a shorter period in connection with the requirements of the Bank, a payment system, WeChat Pay or a competent authority.

4.3.10. At the Organization's request, provide documents confirming the performance of obligations to the Payer, including contracts, orders, receipts, certificates of acceptance, delivery information, correspondence, consents, logs, evidence of the provision of services and other materials required to defend against a Chargeback or dispute.

4.3.11. Reimburse the Organization for documented losses, fines, withholdings, fees, expenses and other penalties arising from the Merchant's breach of the Agreement, the PS Rules, the WeChat Pay rules, the requirements of the Bank or a payment partner, or applicable law.

4.3.12. Within 3 (three) business days, notify the Organization in writing of any decisions or actions of competent authorities capable of affecting the performance of the Agreement, including liquidation, reorganization, suspension of account operations, seizure of funds or property, sanctions restrictions and other material measures.

4.3.13. Within 3 (three) business days, notify the Organization of all changes to the documents and information provided upon conclusion of the Agreement, including changes of the chief executive, beneficial owners, telephone numbers, addresses, email addresses, bank details and constituent documents.

4.3.14. Immediately inform the Organization of any data leak, suspected data leak, compromise of Payment Instrument details, unauthorized access to the Personal Account or other information security incident relating to the Merchant's Operations.

4.3.15. When using WeChat Pay, comply with the WeChat Pay rules, the technical requirements of the Organization and payment partners, and the requirements regarding information on goods, services, Payers and Transfer Recipients, and ensure that there are lawful grounds for accepting Payments and making Payouts. The Merchant shall be responsible for the accuracy of the data transmitted, the existence of lawful grounds for Payouts and compliance with applicable requirements in the areas of anti-money laundering, counter-terrorist financing, sanctions control, personal data protection and currency regulation.

4.4. The Merchant has the right to

4.4.1. Use the System and its services within the agreed functionality and subject to compliance with the Agreement.

4.4.2. Obtain information on Operations via the Personal Account and by other means provided for by the Agreement.

4.4.3. Request information on accepted Payments and Payouts to the extent permitted under applicable law and the requirements of Banks, payment systems and payment partners.

4.4.4. Use the Organization's trademark in advertising and informational materials relating to the performance of the Agreement only with the Organization's prior written consent.

4.4.5. Display on the Online Store the logo of the System, a payment instrument or a payment system, where such display has been agreed by the Organization or is required by the PS Rules.

5. CLAIMS, REFUNDS AND CHARGEBACKS

5.1. Upon receipt by the Organization, the Bank, a payment system, the WeChat Pay operator or another payment partner of a notice of a Chargeback, dispute, Refund or other claim relating to an Operation, the Organization may send the Merchant a request for documents and explanations.

5.2. The Merchant shall provide the requested documents and explanations no later than 2 (two) business days from receipt of the request, unless the Organization has set a shorter period in connection with the requirements of the Settlement Participants.

5.3. If the Merchant has failed to submit the documents within the set period, has submitted an incomplete set of documents, or has acknowledged its failure to perform or improper performance of obligations to the Payer, or if the Transaction has been found to be fraudulent, unauthorized or subject to Refund, the Organization may make the Refund at the Merchant's expense, withhold the relevant amount from future settlements and/or use the Rolling Reserve.

5.4. The crediting of funds to the Merchant for a Transaction does not constitute final and indisputable recognition that the Transaction is authorized, incontestable or not subject to Refund. The Merchant assumes the risks of Chargebacks, disputes, Refunds and other claims arising in connection with the Merchant's Goods / Services, its activities, Online Stores and Operations.

5.5. Where suspicions arise in respect of Transactions, the Organization may suspend the acceptance of Payments, Payouts and/or settlements for the relevant Transactions for the duration of the review, investigation, dispute or other procedure provided for by the PS Rules, the WeChat Pay rules, the requirements of the Bank or a payment partner, or applicable law.

5.6. The Organization may withhold and/or reserve funds from Transactions until the expiry of the periods and the completion of the procedures during which Chargebacks, disputes, Refunds, fines and other claims may be raised.

5.7. All fines, fees, withholdings and expenses charged to the Organization by the Bank, a payment system, WeChat Pay or another payment partner in respect of the Merchant's Operations shall be reimbursed by the Merchant in the manner established by the Agreement.

5.8. Funds shall be returned to the Payer for a Payment by means of an agreed Refund operation, unless a different method is required by applicable law, the PS Rules or the instructions of the Settlement Participants.

5.9. The Organization's fee for the original Payment in respect of which a Refund or Chargeback has been made shall not be returned to the Merchant, unless otherwise expressly agreed by the Parties in the Accession Application.

5.10. The procedure for handling claims, Refunds and Chargebacks is further set out in Annex No. 3.

5.11. In order to secure the performance of the Merchant's obligations, including obligations relating to Refunds, Chargebacks, fines, fees, losses, and claims of Banks, payment systems, payment service operators, state authorities and other authorized parties, the Organization may form a Rolling Reserve in accordance with Annex No. 2 to the Agreement.

5.12. The amount of the Rolling Reserve, its calculation base, the withholding period, the replenishment procedure, the grounds for its use and the procedure for returning the unused balance shall be determined by Annex No. 2 and the individual terms specified in the Accession Application.

5.13. Termination of the Agreement shall not terminate the provisions on the Rolling Reserve until the Merchant has fully performed the obligations that the Rolling Reserve was formed to secure, and until the expiry of the applicable periods for raising claims, disputes, Chargebacks and demands of the Bank, payment systems, payment service operators and competent authorities.

6. LIABILITY OF THE PARTIES

6.1. The Merchant shall be responsible for the lawfulness of its activities, the content of its Online Stores, the quality, safety, sale and delivery of the Merchant's Goods / Services, and the actions of persons to whom it has granted access to the System, the Personal Account, credentials or technical means of integration.

6.2. Connecting an Online Store, domain, application or other channel to the System without the Organization's prior approval is prohibited.

6.3. Using Payment Instruments allocated to one Online Store in respect of other Online Stores not approved by the Organization is prohibited.

6.4. If use of the System through an unauthorized Online Store is detected, the Organization may charge the Merchant a fine of 500,000 (five hundred thousand) rubles for each case detected, or such other amount as is established in the Accession Application, and may also claim compensation for losses in excess of the amount of the fine.

6.5. The Merchant shall reimburse the Organization in full for documented losses, fines, fees, expenses and other amounts arising from the acts or omissions of the Merchant, its employees, representatives or counterparties, or of persons who gained access to the System through the Merchant's fault.

6.6. The Organization shall not be liable for disputes between the Merchant and a Payer in respect of the Merchant's Goods / Services, unless such disputes are caused by the proven fault of the Organization.

6.7. The Organization shall not be liable for failures and disruptions in the operation of technical equipment, software, communication networks, power supply systems, Banks, payment systems, WeChat Pay operators and other third parties, where such circumstances occurred through no fault of the Organization.

6.8. The Organization shall not be liable for a delay in settlements if it is caused by the requirements of the law, the Bank, a payment system, WeChat Pay, a payment partner or a competent authority, by the Merchant's breach of the Agreement, or by other circumstances beyond the Organization's control.

6.9. In the event of a delay in the performance of a monetary obligation of the Merchant to the Organization, the Organization may demand payment of late payment interest at the rate of 0.1% of the amount of the overdue obligation for each day of delay, but not more than 10% of such amount, as well as compensation for losses to the extent not covered by the penalty.

6.10. The recovery of fines, late payment interest, compensation and losses is a right, not an obligation, of the Organization. Payment of a penalty shall not release the Merchant from performing its obligations under the Agreement.

7. TECHNICAL SUPPORT

7.1. Technical support for the System shall be provided by the Organization during the term of the Agreement within the agreed functionality.

7.2. If a technical problem arises, the Merchant shall submit a request to the Organization's email address: , via the Personal Account or by another method determined by the Organization.

7.3. Within 24 (twenty-four) hours of receiving the request, the Organization shall send the Merchant a notice that the request has been accepted for processing and, where possible, shall indicate the estimated time frame for its review.

7.4. Technical support does not include training the Merchant's employees, developing the Merchant's software, modifying the Merchant's Online Store or remedying faults caused by the actions of the Merchant, its contractors or third parties.

8. CONFIDENTIALITY AND DATA

8.1. Each Party undertakes not to disclose to third parties any confidential information received in connection with the conclusion and performance of the Agreement, except in the cases provided for by the Agreement, applicable law or the PS Rules, or as agreed by the Parties.

8.2. Confidential information means any information that is not publicly available concerning the Parties, Payers, Transfer Recipients, Operations, tariffs, transaction volumes, technical solutions, business processes, documents and the terms of the Agreement.

8.3. The Organization may disclose confidential information to Banks, payment systems, WeChat Pay, payment partners, contractors, auditors, insurers and competent authorities to the extent necessary to perform the Agreement, carry out Operations and comply with the law and the PS Rules.

8.4. Each Party shall take reasonable organizational and technical measures to protect confidential information and personal data in accordance with applicable law.

8.5. The confidentiality obligations shall remain in force during the term of the Agreement and for 3 (three) years after its termination, unless a longer period is required by applicable law or the PS Rules.

9. FORCE MAJEURE

9.1. The Parties shall not be liable for failure to perform or improper performance of obligations under the Agreement if this resulted from force majeure circumstances that arose after the conclusion of the Agreement and are beyond the reasonable control of the Parties.

9.2. Force majeure circumstances may include natural disasters, hostilities, terrorist acts, civil unrest, accidents, failures of global communication networks, sanctions, decisions of state authorities, changes in legislation, restrictions imposed by Banks and payment systems, and other extraordinary and unavoidable circumstances.

9.3. The Party affected by such circumstances shall notify the other Party within a reasonable time after it becomes possible to do so.

9.4. If the force majeure circumstances continue for more than 2 (two) calendar months, either Party may terminate the Agreement by notifying the other Party at least 10 (ten) calendar days before the intended termination date.

10. INSTRUCTIONS AND NOTICES

10.1. Notices, demands, requests, reports, documents and other communications under the Agreement may be sent via the Personal Account, to the email addresses specified by the Parties, by post, by courier or by another agreed method.

10.2. A communication sent via the Personal Account shall be deemed received at the moment it is posted in the Personal Account.

10.3. A communication sent by email shall be deemed received on the day it is sent if it is sent before 6:00 p.m. local time of the recipient, or on the next business day if it is sent after 6:00 p.m., provided that no automatic non-delivery message is received.

10.4. A communication sent by post or by courier shall be deemed received on the date indicated in the documents of the postal operator or courier service.

10.5. The Merchant bears the risk of the consequences of non-receipt of communications sent to the contact details it has provided, where the non-receipt is caused by failure to notify the Organization of a change in those details, lack of access to the Personal Account for reasons attributable to the Merchant, or other circumstances on the Merchant's side.

11. CONSEQUENCES OF TERMINATION

11.1. The Organization's obligations to accept Payments, make Payouts and provide access to the System shall cease from the date of termination or suspension of the Agreement, unless the Organization determines a different procedure for completing Operations previously initiated.

11.2. The Parties' monetary obligations and obligations relating to compensation for losses, payment of remuneration, Refunds, Chargebacks, fines, fees and other claims shall survive until they have been performed in full, irrespective of the termination of the Agreement.

11.3. The provisions of the Agreement and Annex No. 2 on the formation, use and return of the Rolling Reserve shall remain in force until the obligations secured by it have been performed in full and the unused balance of the Rolling Reserve has been returned to the Merchant in the manner provided for by Annex No. 2.

12. TERM, AMENDMENT AND TERMINATION

12.1. The Offer shall enter into force on the date it is published by the Organization on the Organization's website, unless a different date is specified in the Offer. The Agreement shall enter into force on the Agreement Date and shall remain in effect for 1 (one) year, unless a different term is specified in the Accession Application.

12.2. If neither Party sends the other Party a notice of termination of the Agreement at least 30 (thirty) calendar days before the expiry of its term, the Agreement shall be renewed for each subsequent year on the same terms, unless otherwise agreed by the Parties.

12.3. The Organization may amend the terms of the Offer by publishing a new version on the Organization's website and/or sending a notice to the Merchant via the Personal Account or by email at least 10 (ten) calendar days before the date on which the amendments take effect, unless a shorter period is required by law, the PS Rules, or the requirements of the Bank, WeChat Pay or a payment partner.

12.4. Either Party may terminate the Agreement unilaterally and out of court by notifying the other Party at least 30 (thirty) calendar days before the intended termination date, unless a different period is provided for by the Agreement.

12.5. The Organization may terminate the Agreement immediately, without observing the notice period, if:

- the Bank, a payment system, WeChat Pay or another payment partner has refused to service the Merchant or has restricted such servicing;
- the Merchant has breached the terms of the Agreement, the PS Rules, the WeChat Pay rules, the requirements of the Bank or applicable law;
- there are grounds to believe that the Merchant's Operations are connected with fraud, money laundering, terrorist financing, sanctions evasion or other unlawful activity;
- the Merchant fails to provide the requested documents and information;
- continued servicing of the Merchant creates an unacceptable risk for the Organization, the Bank, a payment system or a payment partner.

12.6. The Merchant may terminate the Agreement without observing the notice period in the event of a material breach by the Organization of its obligations, if such breach is not remedied within 10 (ten) business days after the Organization receives the Merchant's reasoned written demand, except where the performance of obligations is restricted by the requirements of the law, the Bank, a payment system or a payment partner.

13. DISPUTE RESOLUTION

13.1. The Parties shall endeavor to settle all disputes and disagreements arising out of or in connection with the Agreement through negotiations and the exchange of written claims.

13.2. The period for considering a claim is 30 (thirty) calendar days from the date of its receipt, unless a different period is established by mandatory provisions of applicable law.

13.3. If no agreement is reached, the dispute shall be resolved in the courts at the location of the Organization in accordance with applicable law.

14. MISCELLANEOUS

14.1. Acceptance of the Offer confirms that the Merchant has read and agrees to the terms of the Offer and its annexes, the technical documentation, the PS Rules and the requirements applicable to the connected Payment Instruments.

14.2. The invalidity or unenforceability of any individual provision of the Agreement shall not affect the validity of the remaining provisions.

14.3. The Offer is published by the Organization on the Organization's website and may be provided to the Merchant in electronic form. Acceptance of the Offer and submission of the Accession Application in the manner provided for in Section 1 of the Offer confirm the conclusion of the Agreement in simple written form.

14.4. If the Offer is prepared in Russian and English, the Russian version shall prevail, unless otherwise expressly provided in the Accession Application.

14.5. All annexes to the Offer form an integral part thereof.

ANNEX No. 1

**to the Public Offer for the Conclusion of an Agreement for the Provision of
Payment and Information Technology Services**

**ACCESSION APPLICATION
AND INDIVIDUAL COMMERCIAL TERMS**

Application No.: ____

Date: “__” _____ 2026

Hereby _____

full name of the Merchant

represented by _____,

position, full name

acting on the basis of _____,

declares its accession to the Public Offer for the Conclusion of an Agreement for the Provision of Payment and Information Technology Services published by the Organization, and confirms its consent to all of its terms, including the annexes, the technical documentation and the individual commercial terms specified below.

1. GENERAL INFORMATION ON THE MERCHANT

2.

Details	Value
Full name of the Organization	
Short name of the Organization	
Country of registration / Tax residency	
Registration number / Date of registration	
Tax number / INN (TIN) / other identifier	
Registered address	
Actual address	
Postal address	
Website / main domain	
Contact telephone / Email	
Type of business / MCC	
License, if the business is subject to licensing	
Tax residency	

2. AUTHORIZED PERSON

Details	Value
Full name	
Position / Basis of authority	
Telephone / E-mail	
Identity document	
Citizenship / residency	
Residential address	

3. SHAREHOLDERS AND BENEFICIAL OWNERS

Full name / company name	Country of residence	Document / registration number	Ownership interest, %	Status: shareholder / beneficial owner

4. ONLINE STORES AND SALES CHANNELS

Parameter	Value
Name of the Online Store / application	
Main URL / application address	
Website mirrors / additional domains	
Countries and regions of operation	
Description of the Merchant's Goods / Services	
Average transaction amount	
Expected monthly turnover	
MCC	
Primary contact person for the Online Store	
Telephone / E-mail of the contact person	

5. SETTLEMENT DETAILS

Parameter	Value
Bank name	
Bank country	
SWIFT / BIC	
IBAN / settlement account	
Correspondent account, if applicable	
Account currency	
Payment beneficiary	
Bank address	

6. PAYMENT INSTRUMENTS TO BE CONNECTED

Payment Instrument	RF	Global	Acceptance of	Payouts	Additional terms
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			Payments		
Visa	☐	☐	☐	☐	
Mastercard	☐	☐	☐	☐	
Mir	☐	☐	☐	☐	
SBP	☐	☐	☐	☐	
WeChat Pay	☐	☐	☐	☐	See Section 8
Other instrument:	☐	☐	☐	☐	

7. TARIFFS AND GENERAL TERMS

Parameter	Individual term
Organization's remuneration for accepting Payments	___ % / fixed amount ___
Organization's remuneration for Payouts	___ % / fixed amount ___
Fee per successful Transaction	
Refund fee	
Chargeback fee	
Dispute handling fee	
Currency conversion fee	
Exchange rate determination rule	
Currency of settlements with the Merchant	
Settlement / payout days for the Merchant	
Minimum Payment amount	
Refund limit	
Chargeback limit	

9. ROLLING RESERVE

Parameter	Individual term
Standard Rolling Reserve amount	___ % of the amount of successful Payments / other arrangement: ___
Calculation base	Amount of successful Payments / amount of Payments for the settlement period / other: ___
Withholding procedure	From each payout to the Merchant / monthly / other arrangement: ___
Withholding period for each portion of the Rolling Reserve	___ calendar days
Initial Rolling Reserve	___ % / fixed amount ___ / not applicable
Grounds for applying an increased Rolling Reserve	Chargebacks, Refunds, fraud risk, requirements of the Bank, a payment system or WeChat Pay, AML/CFT, sanctions or other compliance risks
Individual period for return of the unused balance	___ calendar days; in the absence of such a term, Annex No. 2 shall apply

10. MERCHANT'S CONFIRMATIONS

The Merchant confirms that:

- all information and documents provided to the Organization are complete, accurate and up to date;

- the Merchant holds all the rights, permits and authority necessary to sell the Merchant's Goods / Services and to use the Payment Instruments to be connected;
- the Merchant has read the terms of the Offer, Annex No. 2 and Annex No. 3 and undertakes to comply with them;
- the Merchant consents to checks being carried out by the Organization and the Settlement Participants, including KYC/AML/CFT, sanctions, anti-fraud and other checks;
- the Merchant assumes the risks associated with Refunds, Chargebacks, disputes, Payers' claims and demands of the Settlement Participants in connection with the Merchant's activities;
- the Merchant grants the Organization the right to withhold funds and to form and use the Rolling Reserve in the manner established by the Agreement and Annex No. 2.

On behalf of the Merchant	
Full name	
Position and full name of the authorized person	
Signature	
Seal, if any	
Date	

TERMS FOR THE FORMATION, USE AND RETURN OF THE ROLLING RESERVE

1. General Provisions

1.1. This Annex sets out the procedure for the formation, recording, use and return of the Rolling Reserve withheld by the Organization from the funds due to the Merchant in connection with the acceptance of Payments and/or the making of Payouts through the System.

1.2. The Rolling Reserve is a means of securing the Merchant's performance of all existing and future monetary obligations to the Organization, including obligations relating to:

- Refunds to Payers;
- Chargebacks, disputes and other disputed Operations;
- fees, fines and charges of Banks, payment systems, payment service operators and other payment partners;
- compensation for the Organization's losses, expenses and penalties;
- compliance with the requirements of competent state authorities;
- the performance of obligations arising from the Merchant's breach of the Agreement, the PS Rules, the WeChat Pay rules and other applicable payment service rules.

1.3. The Rolling Reserve is not a bank deposit, a loan, a balance of the Merchant's electronic money or a separate paid service of the Organization. No interest, income, remuneration or other payments shall accrue to the Merchant on the amount of the Rolling Reserve.

2. Individual Parameters

2.1. The specific parameters of the Rolling Reserve shall be determined in the Accession Application and may include the withholding amount, the calculation base, the initial Rolling Reserve, the withholding frequency, the withholding period for each portion of the Rolling Reserve, the currency of recording and return, and the conditions for changing the parameters.

2.2. Unless expressly provided otherwise in the Accession Application, the Organization may withhold the Rolling Reserve, in the amount specified in the Accession Application, from each amount payable to the Merchant.

2.3. If the funds payable to the Merchant are insufficient to form the agreed Rolling Reserve, the Organization may:

- carry the shortfall forward to subsequent settlements with the Merchant;
- reduce the amount of the payout to the Merchant;
- request that the Merchant replenish the Rolling Reserve;
- suspend the acceptance of Payments, Payouts and/or the transfer of funds to the Merchant until the required amount of security has been formed.

3. Use of the Rolling Reserve

3.1. The Organization may unilaterally use the Rolling Reserve by way of set-off and/or withholding in order to discharge the Merchant's obligations specified in Clause 1.2 of this Annex.

3.2. Use of the Rolling Reserve does not require the Merchant's separate consent, the signing of a supplementary agreement or a court decision, where the Merchant's obligation follows from the Agreement, the PS Rules, the WeChat Pay rules, the requirements of the Bank, a payment partner or a competent authority, or the Organization's documented expenses.

3.3. The Organization shall notify the Merchant of the use of the Rolling Reserve via the Personal Account, by email or by another agreed method, unless such notification is restricted by the requirements of the law, the Bank, a payment system, WeChat Pay or a competent authority.

3.4. Use of the Rolling Reserve shall not release the Merchant from the obligation to reimburse the Organization for the amount of obligations exceeding the available Rolling Reserve.

4. Changes to the Rolling Reserve Parameters

4.1. The Organization may increase the amount of the Rolling Reserve, introduce an initial Rolling Reserve, extend the withholding period or require additional security where one or more of the following circumstances exist:

- an increase in the number or volume of Refunds, Chargebacks, disputes, declines or fraudulent Operations;

- a change in the Merchant's type of business, product range, geography, sales channels or settlement model;
- requirements of the Bank, a payment system, the WeChat Pay operator, another payment partner or a competent authority;
- the detection of breaches of the Agreement, the PS Rules or applicable law;
- signs of the Merchant's financial instability, cessation of business or insolvency, or of sanctions, AML/CFT or other compliance risks relating to the Merchant;
- other circumstances that reasonably increase the risk of the Merchant failing to perform its obligations.

4.2. The Organization shall notify the Merchant of any change to the Rolling Reserve parameters via the Personal Account or by email. If an immediate change is necessary to comply with the requirements of the Bank, a payment system, WeChat Pay, a payment partner or a competent authority, the change shall apply from the date specified by the Organization in the notice.

5. Return of the Unused Balance

5.1. The unused balance of the Rolling Reserve shall be returned to the Merchant after termination of the Agreement, provided that all of the following conditions are met:

- the withholding period established in the Accession Application has expired;
- there are no outstanding Refunds, Chargebacks, disputes, claims, investigations or demands of the Bank, a payment system, WeChat Pay, payment partners or competent authorities;
- the Merchant has no outstanding monetary obligations to the Organization;
- the Merchant has provided up-to-date bank details and the documents requested by the Organization for the purposes of making settlements and complying with applicable requirements.

5.2. Unless a different period is provided for in the Accession Application, the unused balance of the Rolling Reserve shall be returned within 180 (one hundred and eighty) calendar days of the date of the Merchant's last Transaction through the System, but not before the completion of all the procedures specified in Clause 5.1 of this Annex.

5.3. If, upon expiry of the period specified in Clause 5.2 of this Annex, there remain outstanding obligations or risks of claims being raised, the Organization may withhold the amount reasonably necessary to cover such obligations until they have been finally settled. The portion of the Rolling Reserve that is undisputed and not required to cover risks shall be returned to the Merchant.

5.4. The Rolling Reserve shall be returned in the currency and by the method determined in the Accession Application. If return in the original currency is not possible, the Organization may make the return in another agreed or permitted currency at the exchange rate determined by the Bank, the payment partner or the Organization in accordance with the applicable rules.

6. Final Provisions

6.1. The Merchant confirms that the terms for the formation and use of the Rolling Reserve are reasonable, are consistent with the nature of the services provided and are accepted by the Merchant as a material term of the Agreement.

6.2. In the event of a conflict between this Annex and the individual Rolling Reserve parameters specified in the Accession Application, the individual parameters shall prevail, unless they directly conflict with mandatory requirements of applicable law or the rules of the Bank, a payment system, WeChat Pay or other payment partners.

PROCEDURE FOR HANDLING CLAIMS, REFUNDS AND CHARGEBACKS

1. Purpose and Scope

1.1. This Annex sets out the procedure for interaction between the Organization and the Merchant when considering Payers' claims and requests from Banks, payment systems, WeChat Pay and other payment partners, and when handling Refunds, Chargebacks, disputes and suspicious Operations.

1.2. This Annex is binding on the Merchant from the Agreement Date.

2. Merchant's Obligations to Prepare Evidence

2.1. The Merchant undertakes to ensure the retention of documents and information for each Operation, including:

- information on the order, date, amount, payment method, the Merchant's Goods / Services and the Operation identifier;
- evidence of the Payer's acceptance of the terms of sale, payment, delivery, return and personal data processing;
- correspondence with the Payer, records of inquiries (where their processing is permitted by law) and other communication materials;
- receipts, invoices, contracts, certificates of acceptance, delivery documents, tracking numbers, photos, videos and other evidence of the performance of obligations;
- technical logs, including the IP address, date and time, information on the device, browser and authentication method, and other available information;
- evidence of Refunds, order cancellations and the settlement of claims.

2.2. The documents and information specified in Clause 2.1 shall be retained by the Merchant for at least 3 (three) years from the date of the Operation, or for a longer period if so provided by applicable law, the PS Rules or the Organization's requirements.

3. Receipt and Handling of a Request

3.1. The Organization shall send the Merchant information on a claim, Chargeback, dispute, Refund or request received from the Bank, a payment system, WeChat Pay or a payment partner via the Personal Account, by email or by another agreed method.

3.2. The Merchant shall immediately begin reviewing the Operation and shall provide the requested documents, explanations and evidence within the period set by the Organization. If no period is set in the request, the documents shall be provided no later than 2 (two) business days from the date of receipt of the request.

3.3. The Organization may require that documents be provided within a shorter period if such a period is set by the Bank, a payment system, WeChat Pay, a payment partner or a competent authority.

4. Content of the Merchant's Response

4.1. The Merchant's response regarding a disputed Operation shall contain:

- the number and date of the Operation;
- information on the Payer to the extent available to the Merchant and permitted to be disclosed;
- the order number, a description of the Merchant's Goods / Services and the amount;
- the circumstances of the conclusion and performance of the deal;
- the Merchant's position on the merits of the claim;
- a list of the documents attached;
- information on Refunds previously made, arrangements with the Payer and other material correspondence.

4.2. Documents must be legible, complete, accurate and submitted in the format specified by the Organization, the Bank, a payment system, WeChat Pay or a payment partner.

5. Review and Consequences

5.1. The Organization shall forward the materials received from the Merchant to the Bank, a payment system, WeChat Pay or another payment partner within the time limits and procedures established by the relevant rules.

5.2. The Organization does not guarantee a favorable outcome of the review of a claim, Chargeback or dispute, since the decision is made by the Bank, a payment system, WeChat Pay, a payment partner or another authorized party.

5.3. If documents are not provided, the evidence is insufficient, a deadline is missed or a decision is made against the Merchant, the Organization may withhold the relevant amount from future settlements, use the Rolling Reserve or demand that the Merchant reimburse the relevant amounts.

5.4. The Merchant undertakes not to take any actions that may result in a breach of the time limits or procedure for reviewing claims, Refunds, Chargebacks and disputes, and not to communicate with the Bank, a payment system, WeChat Pay or a payment partner on behalf of the Organization without the Organization's prior consent.

6. Anti-Fraud and Security

6.1. The Merchant undertakes to use applicable fraud protection measures, including 3D Secure where available, monitoring of anomalous activity, order verification, restriction of access to credentials, use of strong passwords and timely incident response.

6.2. Upon detecting a suspicious Operation, a data compromise or another incident, the Merchant shall immediately notify the Organization and provide all available information for the purposes of the review.

7. Confidentiality

7.1. Information and documents obtained in the course of reviewing a claim, Refund, Chargeback or dispute are confidential and may be used solely for the purposes of resolving the relevant Operation and complying with the requirements of the law and the PS Rules.

7.2. The Organization may transfer such information to Banks, payment systems, WeChat Pay, payment partners, insurers, auditors and competent authorities to the extent necessary for the review of the relevant Operation.

8. Final Provisions

8.1. This Annex applies together with Section 5 of the Offer and Annex No. 2.

8.2. In the event of a conflict between this Annex and mandatory time limits or procedures established by the Bank, a payment system, WeChat Pay, a payment partner or applicable law, such mandatory time limits and procedures shall apply.

SPECIMEN SEAL (STAMP) IMPRESSIONS AND SIGNATURES OF AUTHORIZED PERSONS

It is hereby certified that the signatures of the authorized persons shown below, as well as the seal and stamp impressions, are genuine and may be used in the performance of obligations under the Agreement.

Position	Full name	Specimen signature

Specimen impression of the main SEAL	Specimen impression of the STAMP (if any)