

Cooperation Agreements with Payment Service Providers

This public offer (hereinafter referred to as the Offer) contains all the essential terms of the Agreement on Cooperation with Payment Service Providers (hereinafter referred to as the "Agreement") offered by MEP SERVICES DVS-LLS, a company registered in accordance with the rules of the Corporation of Dubai City Aviation Association (reg. No. 11152), License No. 11809, at: DLC-BC-A3-3-OPO301-64, 3rd Floor, A3, Business Center, Dubai, United Arab Emirates, represented by Director Rinat Beishenaliev, (hereinafter referred to as the "Company").

The current version of this Agreement is available on the official website of MEP SERVICES DVS-LLC in the information and telecommunication network "Internet" at the following address: [https:// https://mep-s.com](https://mep-s.com) and is available for review to all interested parties until the acceptance of the Agreement's terms.

The publication of the Offer is considered to be its placement on the MEP SERVICES DVS-LLC website.

The Agreement is concluded by the Partner by joining the terms outlined in the Offer as a whole.

After reading the terms of this public offer, the Partner fully agrees with them.

The Partner is considered to have accepted the public offer at the moment of registration on the MEP SERVICE website.

DEFINITIONS

Authorization	a process that involves requesting and subsequently receiving authorization from the issuing bank to execute a card transaction. The authorization received contains a unique authorization code that uniquely identifies a specific transaction
Payments	transfers of funds from Sellers to Customers' bank cards through payment service provider systems. a set of interconnected hypertext pages located in the information and telecommunications network Internet and united by a single domain name. The website is intended to host information and provide access to it to an unlimited number of persons, and may also include various content, such as text, graphic images, audiovisual objects, interactive components and other forms of digital content
Confidential information	Any form of information transmitted by one party to another party in any way (orally, in writing, electronically, or otherwise) is considered to be restricted information ("confidential"). Such information includes any data related to financial and economic activities, production technologies, product development methods, design documentation, concepts and research, business performance indicators, technical documentation, product development, digital files and programs, specifications, product samples, recipes, prototypes, and other similar information related to the organization's activities or constituting trade secrets and intellectual property
Client	any individual or legal entity that purchases goods and/or services offered by Sellers online through Sellers' websites and/or receives payments from the Seller under the contract
Reverse transaction	the procedure for canceling a previously made erroneous card transaction, initiated based on information received from the Seller through a partner organization. The purpose of this operation is to eliminate the negative consequences associated with currency exchange rate fluctuations during international conversion transactions. A successful reverse transaction requires the complete cancellation of the original transaction
Payment Service Providers	any payment organization, including, but not limited to, payment system operators, money transfer operators, e-money issuers, banks, and payment agents, which provide services for accepting payments from Customers in favor of the Seller, as well as for transferring funds from the Seller to Customers in accordance with the terms of this Agreement approved by the Seller
Payments	funds received from buyers (customers) as payment for goods or services posted on the seller's official website. Such payments are made directly to sellers who sell products or provide services through their website
Official information	This includes any data created or obtained by a party that is restricted in access and can only be distributed with the express consent of the information owner. The absence of confidentiality or secrecy markings on specific pieces of official information does not affect their legal status or security measures
Card transaction	An operation to pay for goods or services, carried out by the client by transferring the details of a bank card (debit, credit, virtual, smart card and similar instruments) to the seller through the intermediary of a partner, is referred to as a cashless payment operation with pre-funding. This operation provides for the use of a wide range of payment methods, including international and domestic credit and debit cards, electronic wallets, prepaid cards, gift certificates and other tools for pre-loading funds. All of the listed methods involve the mandatory initial deposit of funds on the relevant payment instrument using bank cards or a similar instrument of a pre-issued card
Retention	Enforcement of obligations is a tool to protect against financial risks associated with the possible occurrence of chargebacks — situations where buyers dispute transactions and demand a refund. This security covers the costs incurred as a result of fines imposed by payment systems for violating established terms of service or non-compliance with security

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measures, as well as compensates for fees and additional costs provided for in agreements with payment service providers (Appendix No. 1 "List of Fees").
various service activities aimed at providing support for the processes of accepting payments and making payments to customers, organized in order to ensure the effective functioning of payment mechanisms and user service.

1. BASIC CONDITIONS

- 1.1. This Agreement regulates the relationship between the Partner and the Company, establishes the rights and obligations of the Parties, as well as the procedure for their implementation and execution.
- 1.2. By joining the terms of this Agreement, the Partner confirms that it has read the content of the Agreement, understood its terms, and expressed its consent to comply with them. The Partner's consent is also expressed by the fact that it has started using one or more services listed in this document.
- 1.3. The Company undertakes to provide the Partner with the following services for the fee established by this Agreement:
 - 1.3.1. provide the necessary information and technical support for collecting payments from Customers in favor of Sellers through payment service providers authorized by the Partner, and promptly transfer the received funds to the Partner for further redistribution among Sellers;
 - 1.3.2. to provide information and technical support, as well as to perform other actions necessary for transferring the Sellers' funds at the request of the Partner to the specified Payment Service Providers for subsequent payment.
- 1.4. All payments under this Agreement shall be made exclusively in U.S. dollars. If the Partner has specified a different account currency than U.S. dollars, the amount to be paid to the Partner will be converted at the official exchange rate of the Company's bank as of the date of actual transfer of funds. The Partner shall be responsible for the bank's currency conversion fees.

2. RIGHTS AND OBLIGATIONS OF THE PARTIES

- 2.1. The Partner is obliged to:
 - 2.1.1. ensure that the software is up-to-date and updated to the latest available version by installing all security updates and bug fixes provided by the manufacturer;
 - 2.1.2. ensure that the Users' registration data collected on the Seller's website is always up-to-date, as well as that the payment information provided by the Customer during transactions (including Payments and Payouts, collectively referred to as "Transactions") is accurate and reliable;
 - 2.1.3. maintain at least one valid settlement account in an accredited credit institution ("Account in the executing bank") for carrying out transactions related to the execution of this Agreement. The responsibility for compliance with the conditions for opening and operating this account lies solely with the Partner and the credit institution(s) chosen by them;
 - 2.1.4. ensure the proper implementation of procedures for collecting, storing, and transmitting Customers' data using;
 - 2.1.5. use any information obtained in the process of providing the Services exclusively in combination with these services and in ways that are in accordance with the current Agreement and the Company's Policy. The transfer or disclosure of this information to third parties is permitted only to the extent necessary for the proper execution of the Services specified in this Agreement;
 - 2.1.6. use the Services exclusively in accordance with the terms and conditions established by this Agreement;
 - 2.1.7. maintain the account balance ("Payment Amount") sufficient for timely payments ("Payments") to the Clients;
 - 2.1.8. annually, as well as at the Company's first request, shall be obliged to fill out and send to the Company no later than 15 (Fifteen) calendar days from the date of receipt of the relevant request, questionnaires containing complete and accurate information about the Partner and its business activities;
 - 2.1.9. provide the Company with the required additional information and documentation to complete the identification and verification activities required by the AML/CFT procedures within the timeframe specified by the Company's request;
 - 2.1.10. In the event of a motivated request from the Company, the Partner undertakes to provide the Company with all available information about the trade transactions to be verified within five (5) business days of receiving such a request, in order to prevent the legalization of proceeds from crime and the financing of terrorism (AML/CFT), as well as to prepare data requested by government agencies in the context of combating money laundering and the financing of terrorist activities.
 - 2.1.11. compensate the Company for amounts deducted from its accounts based on documented claims issued by payment service providers (PSPs), banks, or payment systems, provided that such claims arose during the validity period of this Agreement and the Company provided the Partner with originals or copies of supporting documents confirming the validity of the claims from the PSP/bank/payment system;
 - 2.1.12. obliges the Seller to prepare a response to all incoming requests from the Company for refunds related to transactions made by customers within 10 business days from the date of the request (unless the Company has set a different deadline);

If the Seller fails to provide a response within the specified timeframe, despite the efforts made by the Partner, the Company reserves the right to independently fulfill the customer's request for a refund and charge the Partner a processing fee of 50% of the amount to be refunded;

- 2.1.13. cover all related costs arising in the process of making Payments, including bank fees for receiving funds to the Company's account, as well as the costs of converting and transferring funds to payment service providers in accordance with the provisions of the relevant document;
 - 2.1.14. Pay all applicable sales taxes, value-added tax (VAT), and other tax payments related to the Company's services or any payments made to the Company, if required by law;
 - 2.1.15. All of the above payments are made without any deduction or withholding, except in cases specifically permitted by law. In the latter case, the commission payable by the withholding party shall be reduced in proportion to the amount of such deductions or withholdings, ensuring that the Company receives a final income equal to the amount it would have received if such deductions or withholdings had not been made, except in cases where a bilateral double taxation agreement allows the Company to recover the withheld tax in its own jurisdiction;
 - 2.1.16. Any debt that is considered to be overdue (defined as having expired and any grace period for correcting the debt has been exhausted) will be subject to a penalty of 2% per month or the maximum rate permitted by law, whichever is lower. If the Company is unable to collect the due commission, it reserves the right to terminate this Agreement in accordance with the terms of the Agreement.
- 2.2. The Partner has the right to:
- 2.2.1. submit a reasonable objection to the claims specified in clause 2.1.11 of this Agreement within 15 business days of receiving them, accompanied by relevant evidence and explanations. The deadline for submitting the above-mentioned claims is 180 (one hundred eighty) calendar days from the date of termination of this Agreement;
 - 2.2.2. access the Company's technical support services that correspond to the service level specified during registration, as well as any additional service packages selected later.
- 2.3. The company must:
- 2.3.1. provide services to the Partner in accordance with the terms and conditions of this Agreement;
 - 2.3.2. provide the Partner with standardized reports on transactions and relevant accounting tools available through our specialized platform. These reports will enable the Partner to generate accounting documentation promptly and maintain transparent and accurate financial records;
 - 2.3.3. transfer funds to the Partner, minus the necessary fees, charges, and taxes specified in this agreement, including:
 - Company commissions in accordance with Section 5 of this Agreement;
 - amounts of the Company's bank commissions (commissions for transfers, for currency control, for conversion);
 - amounts of payments;
 - amounts of Refunds, Withdrawals, Reverse Transactions, invalid transactions, any amounts recognized as fraudulent, as well as penalties and costs applied by Payment Service Providers (if any);
 - amounts of fines;
 - 2.3.4. transfer funds to the Partner in the following order:
 - twice a week, if the amount of the transfer for the corresponding accounting period is less than 10,000 (ten thousand) US dollars;
 - according to the T+1 rule (on the next business day), if the amount of the transfer is equal to or exceeds 10,000 (ten thousand) US dollars;
 - 2.3.5. in the event that the total amount of payments exceeds the amount of funds intended for transfer to the Partner, the latter is obliged to compensate the difference by depositing an additional amount into the Company's account. The method of replenishment is specified by the parties in additional agreements to the main contract;
 - 2.3.6. to notify the Partner of each transaction carried out through the standard API tools established by both Parties. The received transaction notification is an official and irrevocable confirmation of the Company's obligation to make a payment of the funds due to the Partner, in accordance with the procedure established in Section 3.1.3 of this Agreement, by means of a bank transfer to the Partner's bank account opened in an authorized bank;
 - 2.3.7. to notify the Partner of each completed transaction using the standard APIs implemented by both Parties. The notification received in this way confirms the Company's unconditional and continuous obligation to pay the funds due to the Partner in accordance with Section 3.1.3 of this Agreement, by making a bank transfer to the Partner's current account in the relevant financial institution;
 - 2.3.8. maintain a sufficient level of protection for the information provided and processed services that complies with generally accepted industry standards, taking necessary organizational and technical measures to protect the information (including compliance with the PCI DSS standard, if required by the terms of service);
 - 2.3.9. in the event of an incident related to the violation of the Company's information security infrastructure and system, the Company is obliged to immediately notify the Partner, and the maximum notification period should not exceed 72 hours from the moment the incident is detected. After that, the Company must take immediate steps to eliminate threats and minimize possible adverse consequences.
- 2.4. The Company has the right to:

- 2.4.1. initiate changes to the terms of this Agreement and/or the Attachments by sending a written notice to the Partner at least 60 (sixty) calendar days before the planned date of entry into force of the changes. The proposed changes will only become effective after the Partner officially confirms them in writing (for example, by signing an additional agreement or sending a confirmation email);
In case the Partner disagrees with the changes made:
- this Agreement shall remain in effect under the previously established terms and conditions;
 - the Partner shall have the right to terminate this Agreement early without penalty by sending a relevant notice to the Company 7 (seven) calendar days prior to the intended date of termination.
- 2.4.2. temporarily suspend the payment of funds intended for transfer to the Seller in cases of reasonable suspicion of fraud or upon receipt of an official notification from the payment service provider (PSP)/bank/payment system about the appearance of claims (chargeback/refund/penalty) related to transactions made during the validity period of this Agreement;
- 2.4.3. to recover the amount of 15,000 (Fifteen thousand) euros from the Partner if the Seller, acting with the Partner's consent or approval, directly or indirectly carries out any prohibited actions specified in this Agreement.

3. RETENTION

- 3.1. The Partner agrees that:
In order to ensure that the Partner's obligations to the Company are fulfilled in good faith, the Company has the right to withhold funds from the Partner's account in the amount necessary to cover losses, expenses, or other obligations arising from these circumstances;
- 3.2. in the event that the Partner does not have sufficient funds in its account to make the withholding specified in clause 3.1 of this agreement, the Company shall fulfill the requirement independently at its own expense. The Partner undertakes to compensate the Company for the expenses incurred by it in full by transferring the corresponding monetary amount to the Company's settlement account specified in the agreement, no later than 5 (five) business days from the date of receipt of the written notification from the Company;
- 3.3. in the event of a breach of the reimbursement period specified in clause 3.2 of this Agreement, the Partner shall pay the Company a penalty of two percent (2%) of the outstanding debt for each calendar day of delay until the debt is fully paid.

4. PRIVACY POLICY

- 4.1. Each Party acknowledges and agrees that, in performing its obligations under this Agreement, it must comply with relevant personal data protection laws.
- 4.2. Both Parties guarantee and assure each other that, to the extent permitted by the applicable law of the country of registration: a) They have taken appropriate technical and organizational measures, including security measures, to protect Personal Data. b) Appropriate procedures are in place to ensure that authorized individuals have access to Personal Data. The data will remain confidential and will be used solely in accordance with the instructions of the relevant Party.
- 4.3. Both Parties undertake to process Personal Data solely for the purpose of fulfilling their respective obligations under this Agreement.
- 4.4. Confidentiality and Data Transfer: a) Each Party undertakes to disclose, transfer, or process Personal Data only in accordance with the data protection laws of the country in which the relevant Party is registered. b) The Parties recognize the importance of ensuring that any transfer or processing of Personal Data complies with the relevant data protection requirements and regulations.
- 4.5. Verification and audit:
- upon a reasonable request from either Party, the other Party agrees to provide its means of processing personal data and documentation for review or audit by the other Party;
 - the review or audit may be conducted by the other Party or by an independent inspector or auditor selected by such Party;
 - the primary purpose of such reviews or audits is to establish and ensure compliance with the confidentiality and data protection provisions outlined in this clause.
- 4.6. In the event of any data breach or security incident related to Personal Data, each Party must immediately notify the other Party in accordance with applicable data protection laws. The notification must include all relevant information about the breach and the measures taken or proposed to be taken to address the incident.
- 4.7. Each Party shall assist the other Party in responding to requests from data subjects exercising their rights under Data Protection Laws, including but not limited to access, correction, deletion, and objection.
- 4.8. If required by applicable data protection laws, each Party must designate a data protection officer and provide the contact details of such an officer to the other Party.
- 4.9. The Parties agree that the provisions of the Privacy Policy may be updated or supplemented by mutual agreement to ensure that they are in compliance with changing data protection laws and regulations. Any changes must be documented and promptly communicated to the Parties.
- 4.10. Both Parties confirm their commitment to upholding the highest standards of confidentiality and data protection in accordance with applicable laws and regulations.

5. COMMISSIONS

- 5.1. The Partner undertakes to pay Commissions as a reward for the Company's Services. The amounts of Commissions paid are determined in accordance with the List of Commissions (Appendix No. 1).
- 5.2. The Company has the right to change the commission rate based on requests from payment providers used for processing transactions and settlements, provided that the Partner is notified at least 60 (sixty) calendar days in advance of the new rates. The Partner is also sent a draft Additional Agreement at the same time.
- 5.3. If the Partner disagrees with the changes, they have the right to refuse to continue cooperating with the Company by notifying it, or to limit the use of services whose cost has become unacceptably high.
- 5.4. Any fees payable upon conclusion of this Agreement shall be paid immediately in one of the ways accepted by the Company and specified in the Fee List. The Partner agrees that any fees accrued at the time of rendering the service shall be paid immediately by the Company by withholding the corresponding amount from the funds due to the Partner.
- 5.5. All fees are non-refundable, except in cases expressly specified in this agreement, as well as in situations where the refund is caused by violations of obligations directly by the Company.
- 5.6. All commissions payable by the Partner to third parties are not regulated by this Agreement and are solely the responsibility of the Partner.
- 5.7. Commission payments made by the Company to third parties are not covered by the terms of this Agreement and are beyond the Partner's responsibility.

6. GOODS AND SERVICES THAT ARE NOT ALLOWED TO BE SOLD THROUGH THE SELLER'S WEBSITE

- 6.1. The list of goods prohibited for sale via the Internet is specified in Appendix No. 3 to this Agreement, which is an integral part of it.

7. REPRESENTATIONS ABOUT THE CIRCUMSTANCES

- 7.1. The Company declares and guarantees that:
 - has all the necessary corporate authority to enter into and properly execute the terms of this Agreement;
 - the Company's officers, Board of Directors, and shareholders have made all necessary corporate decisions and completed the required procedures to fully comply with the Company's obligations under this Agreement;
 - the Company complies with all applicable laws, regulations, and rules issued by government authorities or other competent organizations that have jurisdiction over it;
 - the receipt and use of services provided by the Company to the Partner under this Agreement does not violate the rights of third parties, including intellectual rights;
 - in addition to the cases expressly stated above, and to the extent permitted by applicable law, the Company, its authorized representatives, and licensors do not, depending on the circumstances, provide any warranties, express, implied, or statutory, with respect to the Services or software offered.
- 7.2. The Partner declares and guarantees that:
 - has all necessary corporate or other authority to enter into and properly execute the terms of this Agreement;
 - this Agreement is a legally binding document that is valid and enforceable in strict accordance with its terms and conditions;
 - has not received any statements or promises that prompted the conclusion of this Agreement, except for those that are explicitly stated in the text of the Agreement itself;
 - adheres to the industry's best practices in combating fraud, preventing false information for users, and complying with the principles of fair advertising, fair competition, and maintaining a high level of consumer satisfaction;
 - complies with all applicable laws, regulations, and standards of state, municipal, or other regulatory authorities with relevant competence, as well as follows the rules of international payment systems and international standards for the protection of personal data.

8. COMPENSATION FOR DAMAGE

- 8.1. The Company undertakes to:
 - to indemnify,
 - to protect and ensure the safety of the Partner, its employees, representatives, agents, affiliates, managers, members of the Board of Directors, distributors and franchisees from any claims, legal proceedings, obligations or legal procedures directed against the said persons arising from the violation of any provisions or guarantees contained in this Agreement, as well as from the accusations of infringement of the intellectual property rights of third parties by the Company or its services/systems.

- 8.2. The Company guarantees reimbursement of all types of costs, damages, and losses, including reasonable attorney's fees and legal expenses, incurred by the Partner as a result of initiating a lawsuit, filing a complaint, starting a legal proceeding, or participating in a legal dispute related to such circumstances.
- 8.3. Партнёр компенсирует Компании исключительно прямые убытки, понесённые Компанией по исковым требованиям третьих лиц, возникшим непосредственно в результате существенного нарушения Партнёром положений настоящего Соглашения, при одновременном соблюдении следующих условий:
- The Company has timely notified the Partner of the occurrence of the relevant circumstance;
 - The Company provides an opportunity for the Partner to participate in the protection/settlement of a dispute or the protection of its interests,
 - The Company has made reasonable efforts to minimize losses.
 - Indirect losses, lost profits, fines, or other penalties are not subject to compensation. The total amount of compensation is limited to the sum of all commissions paid by the Company's Partner in the last twelve months preceding the occurrence of the liability for damages.
- 8.4. Each Party shall immediately inform the other Party ("the Recipient") in writing of all potential claims and shall provide the necessary assistance in conducting an investigation, in the trial of the case in court and in the exercise of the defense of such a claim, as well as in any subsequent appeal proceedings related to the said claim. Any concessions made by the Recipient, the conclusion of agreements or the adoption of any judicial acts are possible only with the written consent of the Recipient.
- 8.5. The party receiving the compensation may hire its own lawyer of its choice and at its own expense.
- 8.6. The Partner compensates the Company for fines/penalties imposed by PSP payment service providers only if the following conditions are met:
- fines or penalties have been finalized and recognized as valid;
 - the fact of imposing a fine or penalty has been confirmed by relevant official documents from the payment provider (PSP);
 - the violation that led to the imposition of a fine or penalty was caused by the Partner's or the Partner's Sellers' non-compliance with the PSP's current rules and regulations;
 - the Partner has been given the opportunity to comment on the situation and correct the identified violation within the specified timeframe.

9. LIMITATION OF LIABILITY

- 9.1. The Partner acknowledges that the Company is not responsible for the outcome of loan applications, the functionality of Internet services (IS) or financial institutions (FI), the availability of the Internet, or for any losses or expenses that the Partner may incur as a result of following the recommendations, actions, or inactions of the Company, its payment processing, or financial institution (FI), as well as any Internet service provider (IS).
- 9.2. Under no circumstances shall the Company or its subsidiaries be responsible for blocking transactions or payments made by third parties, including financial institutions (FI) or government agencies;
- 9.3. the disclaimer applies to all restrictions imposed by international, federal, or local laws, rules, and regulations, including the list of specially sanctioned individuals maintained by the Office of Foreign Assets Control (OFAC), internal bank blacklists, or similar third-party prohibitions;
- 9.4. The Partner agrees that the Company shall not be held liable in any way, directly or indirectly, for the decisions, actions or inactions of any regulator, or for the decisions, actions or inactions of any Payment Service Provider (PSP), clearing bank or other financial institution (FI), as a result of which access to the funds on the balance sheet of these entities becomes impossible for any reason, including government intervention, bankruptcy of such third parties or other reasons;
- 9.5. The Company is not responsible for violations caused by the suspension or restriction of the provision of services under this Agreement if the Partner has not fulfilled or improperly fulfilled its obligations under this Agreement;
- 9.6. Both Parties are released from any other representations and warranties, express or implied, made by the other Party or any other person, including, but not limited to, any warranties regarding the quality, suitability for sale, compliance with a specific purpose, or otherwise, regarding any service provided under this Agreement;
- 9.7. despite any provisions of this Agreement stating the opposite, none of the Parties, its branches, directors, employees, agents, contractors and subcontractors are liable under any legal theory of wrongdoing, contractual obligation, strict liability or other legal concept for loss of profits, lost income, lost business opportunities, punitive, punitive, compensatory, accidental, indirectly related or other similar damages, each of which is hereby excluded from the terms of this Agreement, regardless of whether such damages were foreseen in advance or whether there was any warning from one of the parties or a third party about the likelihood of such damages;
- 9.8. Online commerce is a rapidly evolving field of entrepreneurship that is fraught with risk due to the constant changes in the regulatory environment and technology. Governments are actively developing control mechanisms and regulatory policies to adapt to the rapidly changing circumstances. Recognizing the inherent uncertainty in the industry, both parties acknowledge the risks involved and are committed to working together to minimize their impact, while recognizing that it is impossible to completely eliminate all potential losses and damages;
- 9.9. The Partner is aware that the specifics of interaction with payment systems and the involvement of intermediaries (third parties) may lead to delays or rejections of payments to the Partner or the Seller. The Company is not

- responsible for issues with the receipt of funds or errors in credit and debit transactions made by payment services or intermediaries, including banks and financial institutions that serve the accounts of Partners and Sellers;
- 9.10. The Company's obligations are limited to executing money transfers in accordance with the Partner's instructions;
 - 9.11. The Company does not provide any guarantees regarding the accuracy of the credited amounts and the timing of payments to the Partner's or Seller's settlement accounts. Tracking the status and monitoring of sent payments is not part of the Company's responsibilities;
 - 9.12. the total liability of both Parties under this Agreement may not, under any circumstances, exceed the total amount of commissions paid by the Partner to the Company during the last 12 (twelve) months preceding the occurrence of such liability;
 - 9.13. Under no circumstances shall the Parties or their licensors be liable (including for negligence) to the Partner or any third party for loss of revenue, lost business opportunities, costs of purchasing substitute goods or services, or any indirect, incidental, consequential, punitive, or special damages resulting from the conclusion or execution of this Agreement, regardless of the nature and basis of the claim or the type of liability (including negligence), even if the Company has been advised of the possibility of such damages. These restrictions remain in place even if the requested legal remedies have not achieved the desired result;
 - 9.14. These restrictions shall be applied to the maximum extent permitted by applicable law;
 - 9.15. The Company shall not be liable to the Partner for failure to fulfill its obligations under this Agreement in the event that the payment service provider fails to transfer the money received from the Customers as payment for the Partner's goods or services to the Company on time, as well as in the event of any delay or non-payment of funds due to the Partner;
 - 9.16. In the event of such a situation, the Parties are required to first negotiate with each other in order to resolve their differences and issues. Both parties agree to make efforts to resolve such problems peacefully before taking any legal action against the other party;
 - 9.17. The Company does not provide insurance or risk hedging services for the Seller, and does not guarantee the safety of the Seller's funds. By connecting to the Company's services, the Seller confirms that they are aware of the Company's operations and have no complaints regarding them.

10. VALIDITY AND DISSOLUTION PERIOD

- 10.1. This Agreement shall come into force on the date of acceptance of the terms of this Agreement by the Partner (the "Date of Entry into Force") and shall be valid for one (1) year.
- 10.2. The Agreement will automatically be extended for another (1) year unless it is terminated earlier in accordance with the terms of this Agreement.
- 10.3. Each Party may terminate the Agreement at any time by notifying the other Party in writing thirty (30) days prior to the proposed termination date.
- 10.4. Either party may immediately terminate this Agreement if the other party:
 - is recognized as being unable to fulfill its obligations;
 - transfers the right to claim the debt to creditors;
 - files for personal bankruptcy or agrees to be declared bankrupt;
 - is declared financially insolvent or bankrupt by a judicial authority of the relevant jurisdiction;
 - applies for bankruptcy protection or receives temporary protection for business restructuring purposes;
 - appoints a liquidator or trustee to manage its assets;
 - begins the voluntary liquidation procedure.
- 10.5. The Company may, at its discretion, temporarily restrict the Partner's access to the services or terminate this Agreement by giving the Partner seven days' notice in the following situations:
 - The Partner violates the terms of this Agreement;
 - The Partner or its Seller has committed or is suspected of committing fraud, or there have been reports of fraudulent activity related to the Partner's account, or there has been a large number of chargebacks on the Partner's/Seller's account within a short period of time;
 - The Partner ignores the Company's requests to verify the accuracy and completeness of the information required by law and the terms of this Agreement within seven days;
 - The Partner or its Seller is guilty of security violations related to the provision of services and is unable to eliminate these violations;
 - There are outstanding invoices with the Partner's debt;
 - The volume of transactions conducted by the Partner is significantly lower than the volume specified in the agreement with the Company for three consecutive reporting periods;
 - The Partner systematically fails to respond to the Company's managers' requests for more than two reporting periods.
- 10.6. Reasons for early termination of the Agreement or suspension of the Partner's access to services:
 - 10.6.1. The Partner creates serious risks to the security of the Company's systems;

- 10.6.2. The Partner's or Seller's account is used for fraudulent transactions, or the Partner uses payment methods that violate the terms of use agreed with the Company's manager (e.g., customer identification, pre-verification of transactions);
 - 10.6.3. The partner bank where the Partner has opened an account insists on terminating or suspending the agreement for objective reasons;
 - 10.6.4. The Partner's activities expose the Company or the Payment Operator to the risk of direct or indirect fines or penalties;
 - 10.6.5. The Company discovers public information about the Partner that negatively affects the Company's business reputation.
- 10.7. All outstanding fees remain the Partner's obligation to the Company, and the Partner is fully responsible for their repayment until the date of termination of the Agreement;
 - 10.8. The Company will cease to provide its services only after receiving the relevant notice of termination from the Partner. The Partner, in turn, undertakes to independently and fully notify and terminate or cancel any services provided by third parties;
 - 10.9. If the reason for the suspension or termination of the Agreement is the Partner's failure to pay overdue invoices to the Company, the account can be restored after the full payment of the debt and all associated reconnection fees, which may be set by the Company.

11. RIGHTS TO INTELLECTUAL PROPERTY (IPR)

- 11.1. Unless otherwise specified in this Agreement, the Company or its licensors are the owners of all rights and percentages of the following elements:
 - the author's material posted on the Company's platform;
 - logos, trademarks, brand names, and signs owned by the Company;
 - tools, platforms, interfaces, databases, and algorithms developed by the Company;
 - analytical information, metrics, and research results generated by analyzing Users' data;
 - any trade secrets, know-how, and technical documentation available to the Company;
 - brand identity, promotional materials, and marketing campaigns developed by the Company.
 - patented inventions, industrial designs, and utility models registered in the Company's name.
- 11.2. This property is protected by international and national laws on copyright and related rights, as well as by the Company's commercial interests.
- 11.3. Any other intellectual property, property rights, or other rights related to an intangible asset that are used or created in connection with the provision of services to the Company. The Partner waives any claim to ownership or benefit from any such intellectual property of the Company.
- 11.4. The Partner confirms that it has not acquired any express or implied rights other than those granted to it under the terms of this Agreement, and that no ownership rights have been transferred to it under this Agreement.
- 11.5. The Partner also confirms that all work performed by the Partner to improve, modify, expand, reduce, process, or adapt previous versions of works provided to the Partner by the Company is owned by the Company, and all existing and future copyright and property rights automatically transfer to the Company.
- 11.6. Except as expressly permitted by applicable law, the Partner may not take any action aimed at establishing, obtaining or researching the source code, processes or data of the Company's systems. Such right has not been transferred to the Partner, and the Partner may not sell, resell, lease or sublease, grant licenses, lend or otherwise transfer to someone the rights to use the Services or their components.
- 11.7. The intellectual property owned by the Partner prior to the conclusion of this agreement remains the exclusive property of the Partner. The Company acknowledges that it does not acquire any rights to the results of intellectual activity (hereinafter referred to as RIA) created by the Partner prior to the commencement of cooperation and integration between the parties.

12. OTHER CONDITIONS

- 12.1. Neither Party shall be liable to the other Party for any loss or damage resulting from the delay in performance or non-performance of any obligation under this Agreement, if such non-performance is caused in whole or in part by circumstances beyond the Party's reasonable control, rather than by the Party's own negligence or intentional actions.
- 12.2. Circumstances of irresistible force are understood to mean extraordinary circumstances of an objective nature that could not have been foreseen, prevented, or avoided by reasonable measures, including, but not limited to: natural disasters (earthquakes, floods, fires, storms, and tsunamis); epidemics and pandemics; terrorist acts and acts of violence; armed conflicts and wars; mass riots and social unrest; general strikes and lockouts; and accidents and industrial disasters.
- 12.3. Failure or improper performance by either Party of any provision of this Agreement shall not be considered a waiver of the subsequent performance of that or any other provision of the Agreement. Any waivers, amendments,

additions or changes to the provisions of this Agreement shall only be effective when they are made in writing and signed by the authorized representatives of both Parties.

- 12.4. If any provision of this Agreement or part thereof is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect without modification. The invalid provision shall be enforced to the fullest extent permitted by law in order to achieve the parties' true intentions. However, if the retention of the invalid provision in its modified form would significantly disrupt the balance of the parties' obligations or create unfairness, the invalid provision shall be removed, and the remaining portion of the Agreement shall remain in full force and effect.
- 12.5. This Agreement is effective in favor of the Parties and their legal successors and permitted assignees. However, the Partner may not assign its rights, obligations, or benefits under this Agreement to anyone without the Company's prior written consent.
- 12.6. Each of the Parties shall have the right to transfer the rights and obligations under this Agreement in the event of the sale of all or a significant portion of the assets, merger, acquisition, accession, transformation of a legal entity, other corporate reorganization, or similar situations. Any transfer of rights and obligations in violation of this procedure shall be null and void and shall not have legal consequences.
- 12.7. This Agreement and any legal relations between the Parties arising in connection with this Agreement shall be governed by and construed in accordance with the laws of the United Arab Emirates, without regard to the rules of international private law governing the choice of applicable law, regardless of the place of dispute resolution.
- 12.8. Any dispute, disagreement, or claim relating to the conclusion, validity, interpretation, execution, termination, or invalidation of this Agreement, or arising out of or otherwise related to it, shall be finally resolved by arbitration in accordance with the Rules of Procedure for the Settlement of Commercial Disputes and Arbitration Proceedings ("Regulations") approved by the Dubai Arbitration Court of the Dubai Chamber of Commerce and Industry. The number of arbitrators shall be determined in accordance with these Regulations, and the arbitrators shall be appointed in accordance with the Regulations.
- 12.9. The Partner confirms and undertakes to comply with the following obligation: The Partner will not directly or indirectly import, export, or re-export any products, services, or technologies obtained from the Company in any manner prohibited by laws, regulations, international sanctions, or other official requirements of the jurisdictions applicable to the Parties' relationship. The Partner guarantees compliance with the current sanctions and restrictions imposed by any states or international organizations and is solely responsible for verifying and complying with these requirements.
- 12.10. Unless otherwise expressly provided for in this Agreement, any notice sent by one Party to the other Party shall be sent by express delivery service, facsimile (fax), email, or personal delivery to the addresses of the Parties specified in this Agreement.
- 12.11. Such a notification shall be deemed to have been duly delivered in the following manner:
 - by courier delivery — after two business days from the date of dispatch;
 - by personal delivery, fax, or e-mail — on the day of sending the relevant notification.
- 12.12. The Partner agrees to receive information about the services provided by the Company, including changes in the services provided, technical failures and performance issues, information security concerns, and other information related to the services. The Partner agrees to receive this information through commercial email messages, phone calls, and other communication channels.
- 12.13. By joining this Agreement, the Partner automatically receives the right to be regularly informed about new products and services of the Company. The Partner has the right to refuse to receive such marketing newsletters by using the unsubscribe function ("opt-out"). Unsubscribing does not prevent the Partner from resuming receiving information in the future by notifying the Company in any available way.
- 12.14. This Agreement does not create an agency, partnership, joint venture, or any other organizational or legal form of association between the Parties. Each Party retains the status of an independent counterparty and carries out its activities independently, without incurring any mutual obligations other than those specified in this Agreement.
- 12.15. This Agreement is drawn up in two original copies, both of which are equally valid.

13. BANK DETAILS

Company

Partner

"MEP SERVICE DBC-LLC"

Registration number: 11152

TIN: 9909632363

Name: Rinat Beishenaliev
Position: Director
on behalf of MEP SERVICE DBC-LLC Company

Name:
Position:
on behalf of the Company

Appendix No. 1
to the Cooperation Agreement
with payment service providers no. _____ from " __ "
_____ 2025 year

List of commissions

MEP SERVICES ICE-LLS, a company registered in accordance with the rules of the Dubai City Aviation Association Corporation (reg. no. 11152), License no. 11809, at the address: DLC-BC-A3-3-OPO301-64, 3rd Floor, A3, Business Center, Dubai, United The United Arab Emirates (hereinafter referred to as the "Participant"), represented by Director Rinat Beishenaliev, (hereinafter referred to as the "Company")
 and _____ with a registration number _____ and the legal address: _____ in person _____ (hereinafter referred to as the "Partner"), each of which is a "Party" individually and "Parties" together commissions have been approved: .

payment method	Deposit/Withdrawal Rates	Additional information
SBP pay-in		Securely protected traffic with a customer identification system

1. This List of Commissions is drawn up in two copies having the same legal force.
2. The content of this List of Commissions is strictly confidential and may not be disclosed to third parties (including, but not limited to, auditors, banks, external consultants) without the Company's prior written consent.

Name: Rinat Beishenaliev
 Position: Director
 on behalf of MEP SERVICE ДBC-LLC

Name:
 Position:
 on behalf of Partner

Appendix No. 2
to the Cooperation Agreement
with payment service providers no. _____ from " __ "
_____ 2025 year

REPORT
on the services provided within the framework of the Cooperation Agreement
with Payment Service Providers No. _____ dated " __ " _____ 2025

« _____ » _____ 20____ year

MEP SERVICES ICE-LLS, a company registered in accordance with the rules of the Dubai City Aviation Association Corporation (reg. no. 11152), License no. 11809, at the address: DLC-BC-A3-3-OPO301-64, 3rd Floor, A3, Business Center, Dubai, United The United Arab Emirates (hereinafter referred to as the "Participant"), represented by Director Rinat Beishenaliev, (hereinafter referred to as the "Company") and _____ with a registration number _____ and the legal address: _____ in person _____ (hereinafter referred to as the "Partner"), each of which is a "Party" individually and the "Parties" together have compiled the following Report:

1.

		currency
1	The day and time of the beginning of the reporting period	
2	Date and time of the end of the reporting period	0,00
3	The Company's debt at the beginning of the reporting period	0,00
		0,00
4	Partner's debt to the Company at the beginning of the reporting period	0,00
5	The amount sent to the Company by the Partner	0,00
6	Total amount of payments accepted by the Company during the reporting period	0,00
7	Other income	0,00
8	The amount sent by the Company to the Partner	0,00
9	The total amount of the Guarantee Fee sent by the Company to the Payment Providers	0,00
10	Chargeback	0,00
11	Partner's debt to the Company at the beginning of the reporting period	0,00
12	Total amount of payments sent by the Company to its Partner's clients	0,00
13	Other expenses	0,00
14	Remuneration to the Company for fulfilling its obligations under the Agreement during the reporting period	0,00
15	Expenses of the Company reimbursed by the Partner	0,00
16	Total amount of deductions made by the Company during the reporting period	0,00
17	The Company's debt to its Partner at the end of the reporting period	0,00
18	Partner's debt to the Company at the end of the reporting period	0,00

- 2 . The Company has duly fulfilled its obligations under the terms of the Cooperation Agreement with payment service providers.
3. The Parties confirm that there are no mutual claims regarding the quality and scope of the services provided.

At the end of each reporting period, the Company sends a signed report to the Partner. The Partner is required to sign the report within 5 (five) business days of receiving it, or to send the Company a written reasoned refusal describing the identified violations and a plan for their correction. If the Partner does not sign the report within the specified timeframe and does not provide a written refusal, the report is automatically considered to have been agreed upon by the Partner.

Company: _____ /

Partner: _____ /

This template has been approved by the Parties to the Agreement:

Company: _____ /

Partner: _____ /

Appendix No. 3
to the Cooperation Agreement
with payment service providers no. _____ from " __ " _____ 2025 year

LIST

of goods and services prohibited for sale by remote means through carrying out settlements with e-commerce organizations using bank cards on the Internet

GOODS AND SERVICES

- 1 Alcoholic products:
 - ethyl alcohol,
 - alcohol-containing food products,
 - powdered alcohol-containing products,
 - other alcoholic products.

- 2 Weapons, ammunition, military equipment, spare parts, components, and devices, explosives, fusing agents, all types of rocket fuel, as well as special materials and special equipment for their production, special equipment for paramilitary organizations, and regulatory and technical products for their production and operation:
firearms, including their main parts, which are designed to fire a shot,
 - signal weapons, including devices designed to emit signals that are not intended to hit targets,
 - gas weapons designed for self-defense or other purposes,
 - stun devices and spark dischargers designed to neutralize,
 - ammunition used for firearms, gas weapons, or other weapons. This includes all hunting bullets: made of lead or metal; with a classic bullet shape, such as a cylindrical or spherical shape; with structural elements that match the striking elements of the cartridges; with a container, tail, and stabilizer, even without gunpowder.
 - All components of cartridges, even without a primer or gunpowder: bullets, cartridges, primers, gunpowder,
 - mock-ups of ammunition (cartridges, grenades, mines, etc.),
 - gunpowder and any other explosives.
 - Cold weapons, including throwing weapons,
 - Special means of traumatic and restraining:
 - ✓ rubber batons
 - ✓ telescopic batons
 - ✓ pistols with traumatic cartridges
 - ✓ stun grenades
 - ✓ stun cartridges
 - ✓ handcuffs

- ✓ handcuff straps
 - Civilian weapons that require a license to sell:
 - ✓ Crossbows with a draw force of more than 43 kgf
 - ✓ Aerosol devices containing tear-producing or irritating substances, including gas and pepper sprays
 - ✓ Bows with a draw force of more than 27 kgf
 - ✓ Pneumatic and airsoft weapons with a muzzle energy of more than 3 J
 - ✓ Airsoft grenades
 - ✓ Knuckles made of any material:
 - ✓ knuckle-duster rings designed for self-defense
 - ✓ knuckle-dusters that look like meat mallets
 - ✓ ladies' cat-claw knuckle-dusters
 - ✓ souvenir or training knuckle-dusters.
- 3 Drugs and psychotropic substances, poisons:
pure hemp seeds (kernels),
- ✓ pure hemp seeds (kernels),
 - ✓ hemp tea,
 - ✓ CBD hemp oil (for internal use),
 - ✓ other narcotic and psychotropic substances,
 - ✓ food products containing Amanita mushrooms
- 4 Prescription medications, as well as narcotic, psychotropic, and alcohol-containing (with an ethyl alcohol volume fraction exceeding 25 percent) medications and alcohol-based balms.
- 5 Tobacco and nicotine-containing products
- 6 Tobacco-free and nicotine-free smoking mixtures and sticks for tobacco heating systems
- 7 Hookahs, except for accessories, if it is impossible to assemble a ready-to-use hookah. Bongos. Any type of pipe, mouthpiece, or tobacco smoking cap
- 8 Disposable electronic cigarettes, tobacco heating systems, vapes, and pod devices, as well as accessories for pod systems and vitamin inhalers
- 9 Vape liquids, including nicotine-free liquids
- 10 Child restraints (including child seat belts), except for products that meet the requirements of TR CU 018/2011
- 11 Prohibited means of catching and trapping animals:
 - ✓ gear and fishing tools that are prohibited by current legislation
- 12 Live animals and insects
- 13 Devices for covert information gathering, as well as encryption technology
- 14 Suppressors (jammers) of GPS, Glonass, Platon, cellular communications (GSM, LTE, etc.), Wi-Fi networks
- 15 Poisonous, toxic, radioactive, and hazardous materials, radioactive materials, X-ray equipment, chemicals, flammable liquids and solid materials, corrosive substances
- 16 Products, including pornographic information
- 17 Biological fluids and tissues (blood, saliva, sperm, urine, hair follicles, tissue and organ fragments, etc.), as well as their analogues
- 18 Products whose appearance or content includes certain types of propaganda (this also applies to images displayed on the products):
 - ✓ propaganda of narcotic drugs, psychotropic substances, and their precursors,
 - ✓ propaganda of cruelty to animals,
 - ✓ propaganda or public display of Nazi paraphernalia or symbols, or paraphernalia or symbols similar to Nazi paraphernalia or symbols to the point of confusion, or paraphernalia or symbols of extremist organizations, or other paraphernalia or symbols, the propaganda or public display of which is prohibited by federal laws (except for cases where such paraphernalia or symbols are used to create a negative attitude towards the ideology of Nazism and extremism, and there are no signs of propaganda or justification of Nazi and extremist ideology),
 - ✓ propaganda of non-traditional sexual relations among minors
- 19 Extremist materials (including literature)
- 20 Products intended for free circulation (products marked "not for sale")
- 21 Products made from valuable types of fur and leather, as well as from valuable animal skins, without the appropriate manufacturer's marking

- 22 Currency and securities
- 23 Products obtained through poaching activities
- 24 Goods that are objects of cultural heritage
- 25 Products that may infringe copyright or trademark rights, as well as other exclusive rights
- 26 Items related to government, transit, and transportation activities
- 27 Products that promote illegal activities
- 28 Personal information
- 29 Network marketing, pyramid schemes, and matrix programs
- 30 Offensive materials
- 31 Products that pose a threat to health and safety
- 32 Jewelry without a stamp, except for jewelry and other silver products of domestic production
- 33 Illegally extracted precious metals
- 34 Precious stones and jewelry that are not registered in accordance with the established legal procedure
- 35 Ready-made army equipment, as well as fabrics used for its production, other military products, uniforms, and underwear with the stamp of institutions, organizations, and enterprises. Special equipment and special gear used by internal affairs agencies. State awards, honorary badges, and strict reporting forms (diplomas, workbooks, and pension certificates)
- 36 Radio-electronic and special technical means designed for covert acquisition of information, as well as high-frequency devices consisting of one or more radio transmitting devices and (or) their combinations and auxiliary equipment designed for transmitting and receiving radio waves at frequencies above 8 GHz.20. Materials and services that violate the privacy of individuals, infringe upon the honor, dignity, and business reputation of citizens and legal entities, and contain state, banking, commercial, and other secrets
- 37 Radioactive substances and isotopes, uranium and other fissile materials, and products made from them.
- 38
- 39 State identity cards, badges, passes, permits, certificates, travel documents, and licenses, as well as other documents granting or relieving rights/obligations, forms for these documents, and services for obtaining them
- 39 Fake banknotes.

- 40 Ritual goods: coffins, crosses, tombstones, etc., excluding wreaths
- 41 Devices for hiding car license plates
- 42 Mounting cartridges
- 43 Products whose nature is not clearly defined in the product card according to the list of categories, and whose description does not allow for a clear conclusion about their consumer properties
- 44 Counterfeit products:
counterfeits of branded products, unlicensed products, fake editions, and replicas
- 45 Databases, including those containing personal data, which can contribute to unauthorized mailing.
- 46 Casino services, gambling and lottery organization
- 47 Databases, including those containing personal data, which can contribute to unauthorized mailing.
- 48 Products of an erotic and pornographic nature, including videos or images of one or more people with visible naked body parts (or bodies) that bear primary and/or secondary sexual characteristics.

Company: _____ /

Partner: _____