

Merchant Acquiring Services Agreement

Version No. 1

This document was last updated on 15th of May, 2026

This Merchant Acquiring Services Agreement (the "**Agreement**") regulates the contractual relationship between PAY4GAME (the "**Provider**") and the entity identified in the Application (the "**Company**"). Provider and Company together referred to as the "**Parties**".

1. Subject matter

- 1.1. This Agreement shall define the information and technological interaction between the Provider and the Company, when the Company accepts payments for products, works and services provided in the Company's online store specified in Application (the "**Store**") using online payment methods and the related settlement procedures.
- 1.2. During the term of this Agreement, the Company shall accept online payment methods as the means to pay for products, works, or services offered on the Store, pursuant to the terms and procedures as stipulated by this Agreement.
- 1.3. The Store must comply with the Requirements¹, including those related to ensuring the confidentiality of customer information and ensuring the security of payment transactions. The Company is obliged, at the direction of the Provider, to add or remove information from the Store in accordance with the Requirements.
- 1.4. The Provider undertakes, during the term of the Agreement, on its own behalf but for the benefit of the Company, i) to organise the acceptance of online payment methods in the Store; ii) to carry out information and technological interaction between the Company and suppliers of online payment methods; iii) to process all transactions of online payment methods, including cancellation, refund and chargeback operations; iv) collect and transfer funds to the Company received as a result of transactions using online payment methods in accordance with the terms of the Agreement.
- 1.5. In order to fulfill its obligations under this Agreement, the Provider, on its own behalf, but in the interests of the Company, enters into appropriate agreements with suppliers of online payment methods for their acceptance in the Store. In this regard, the Provider is responsible to the suppliers of online payment methods for the actions or omissions of the Company as its own, including paying appropriate fines and sanctions. The Company shall reimburse the Provider for any costs and losses incurred in connection with non-fulfillment or improper fulfillment by the Company of its obligations under this Agreement.
- 1.6. The Company shall pay for the Provider's services pursuant to the terms and procedures as stipulated by this Agreement.
- 1.7. The Provider is entitled to provide the partnering banks, payment systems (their participants or operators), government authorities and other Provider's partners, within the limits of agreements concluded with them, information known to the Provider about the Company (including, but not limited, the legal and actual address, phone number, e-mail, website address, information about the Company management, bank details) in order to provide services, ensure security and prevent fraud, use this information for the software and services of the partnering banks and payment systems, as well as for the verification purposes.

2. The procedure for concluding the Agreement

- 2.1. This Agreement consists of the Agreement itself and the Application (Appendix No. 1). The current version of the Agreement is available at: <https://pay4game.net/offer.pdf>.
- 2.2. This Agreement does not constitute a public offer. The Agreement is concluded by the Parties agreeing on the terms of the Agreement and signing the Application in two copies. The Agreement shall be deemed concluded from the date indicated in the Application signed by the Parties.
- 2.3. This Agreement shall be deemed validly executed and binding upon the Parties if it is executed by each Party and exchanged by way of scanned electronic copies (PDF or similar format) transmitted by email. Each such scanned copy shall be treated as an original and shall be deemed to have the same legal effect as a manually executed original signature. Electronic signatures (including DocuSign, Adobe Sign or any other reliable electronic signature platform) shall also be deemed valid and binding.
- 2.4. For the avoidance of doubt, this Agreement shall become legally binding and effective upon the exchange of duly executed scanned copies by email between the authorized representatives of the Parties.

3. Information and technological interaction

- 3.1. The information and technological interaction between the Provider and the Company shall be carried out on a 24-hour basis, in real time, and in adherence to the Application Programming Interface (the "API"). The up-to-date versions of the API and documents are published at <https://pay4game.net/offer.pdf>.
- 3.2. The Provider is entitled to unilaterally amend the API on a unilateral basis. If the amendments made may affect the way the Parties fulfill their respective obligations under the Agreement, the Provider shall send the Company a notice no later than 5 (five) days prior to the effective date of such amendments.
- 3.3. The Parties shall independently and at their own expense maintain their own hardware, communications and technical infrastructure necessary for implementation hereof, take possible measures to protect data transmitted hereunder from

¹ The Requirements are determined unilaterally by the Provider and posted at: <https://pay4game.net/offer.pdf>. The Provider has the right to unilaterally amend the Requirements. The new version of the Requirements comes into force and is subject to application to the legal relations of the Parties after 2 (two) calendar days from the date of its posting.

unauthorized access, copying and distribution, including those provided for by the rules of payment systems and applicable legislation.

- 3.4. The Company acknowledges and accepts that the Provider cannot guarantee impossibility of interruptions caused by technical faults or maintenance, or full and fault-free operation of the API and communications channels. In the event of an API fault, the Provider shall notify the Company of such an event and specify the provisional time the Provider may need to remedy the situation.

4. Provider Fee

- 4.1. The Provider Fee for the services under the Agreement shall be calculated as the percentage and/or fixed value from the amount of every completed payment transaction.
- 4.2. The amount of the Provider Fee shall depend on the type of an online payment method used on the Company's category of activity, as well as the total amount of payment transactions per month. The Provider Fee is specified in the Application (Appendix No. 1).
- 4.3. The Provider shall charge its fee on each payment transaction, deducting the appropriate amount from the settlement amount due to the Company, by offsetting the requirements specified in the Agreement. The Provider shall not refund its fee charged in case of a refund, initiated by the Company. Nevertheless, in the event of a payment cancellation, the Provider shall return their fee charged.
- 4.4. The Provider Fee shall be paid by the Company on a daily basis. The Company's financial obligations to the Provider shall be deemed fulfilled on the date:
- 4.4.1. when the Provider charges its fee by deducting the appropriate amount from the settlement amount due to the Company.
- 4.4.2. when the Provider Fee is credited to the Provider's bank account, If the Provider Fee cannot be deducted from the settlement amount due to the Company.

5. Settlement

- 5.1. The Provider authorizes the transaction in the currency of the online payment method used. If the currency of the transaction differs from the authorization currency of the online payment methods used, the Company instructs the Provider to form a request for authorization in the currency chosen by the Company at the internal exchange rate of the Provider set at the time of authorization of the transaction. The internal exchange rate of the Provider is transmitted to the Company through API.
- 5.2. On a daily basis, the Provider creates a report of transactions performed for the previous calendar day and shall send it to the Company during the business day following the day when the report was created (the date of creation is specified in the report). The Provider shall create the report in case of at least one transaction performed within one calendar day. On weekends and holidays, the report shall be compiled and then sent to the Company on the first business day following such a weekend or holiday.
- 5.3. If the Provider does not receive, during the business day, in which the relevant report was sent to the Company, substantiated objections to the submitted report, the report is considered agreed and accepted by the Company without comments.
- 5.4. The Provider shall settle accepted payments as reflected in the relevant report, in the following way:

S = Srevenue — Sfees,

where:

S is the settlement amount due to the Company (calculated based on the information available to the Provider with rounding to 2 decimals).

Srevenue is the amount of the following transactions included in the corresponding report that comprises the following:

- amounts of accepted payments that have passed authorization stage;
- amounts of canceled refunds (canceled refunds that the Company initiated earlier);
- erroneously charged or non-settled funds by the Provider due to the Company as per the reconciliation carried out by the Parties.

Sfees is the amount the Company must pay to the Provider for the transactions included in the relevant report, which comprises the following:

- amounts of refunds (refunds of amounts of earlier payments to customers by the Company in the event of rejection of products, works, or services);
- Provider Fee;
- fines and penalties as stipulated by the Agreement;
- amounts of earlier processed payments that were processed in violation of the Agreement;
- amounts of earlier processed payments that issuing banks/partnering banks/ payment systems recognized as fraud or invalid;
- amounts erroneously transferred to the Company and subject to withholding as per the reconciliation carried out by the Parties;
- amounts of the Company's debt to the Provider for the previous period;
- other financial obligations of the Company arising from the terms of the Agreement, as well as other deals concluded between Parties.

- 5.5. If the amount **S** has a negative value (that is, the amount to be transferred to the Company is less than the amount to be paid by the Company in favor of the Provider), the Company is obliged to transfer the amount of outstanding debt to the Provider within 3 (three) business days from the date of sending the relevant notification by the Provider.
- 5.6. The Company agrees that the Provider shall not transfer funds for the following transactions:
- 5.6.1. transactions performed in violation of the Agreement;
 - 5.6.2. transactions recognized as fraud or as invalid by issuing banks/partnering banks/payment systems;
 - 5.6.3. transactions whereby the Provider did not receive funds from the issuing bank/partnering bank or payment systems.
- 5.7. The Provider shall make settlements with the Company on the basis of the information specified in the report sent by the Provider within the terms specified in the Application ("**Payment period**"). The Payment period is calculated starting from the date of the transaction (T) and is calculated in calendar days. The settlement period looks like "T+1", which means that the settlements will be made the next day after the transaction is completed.
- 5.8. The Provider shall make settlements with the Company on a cashless basis by transferring the settlement amount to the Company's bank account specified in the Application. The currency of settlements is specified in the Application and may vary depending on the online payment method used.
- 5.9. If the transaction currency differs from the settlement currency, the Company instructs the Provider to exchange the transaction currency into the settlement currency at the internal exchange rate of the Provider. The internal exchange rate of the Provider is transmitted to the Company through API.
- 5.10. The date when the Provider's obligations related to settling with the Company may be deemed fulfilled shall be the date when the funds are debited from the Provider's correspondent bank account.
- 5.11. The settlement between the Provider and the Company is not an unconditional recognition and validation of the processed transactions by the Provider.

6. Transaction Monitoring

- 6.1. In order to identify transactions that are suspected to be inappropriate and take measures to prevent fraud, the Provider is entitled to monitor fulfillment of the Agreement by the Company at any time, but without interfering in the Company's activity.
- 6.2. The Provider is entitled to unilaterally suspend a payment transaction or terminate processing of payment transactions in the Store including suspension of the authorization requests, and/or terminate settlement of funds for the accepted payments to the Company in the following cases:
- 6.2.1. fraudulent transactions were made in the Store;
 - 6.2.2. identification of facts of or attempts to distribute Company's products, works, or services beyond those listed in the Application;
 - 6.2.3. identification of facts of the Company's inappropriate refusal to process a cancellation transaction or refund operations, or other cases when funds were inappropriately debited from a customer's account;
 - 6.2.4. the Company fails to fulfill or inappropriately fulfills any or all obligations under the Agreement;
 - 6.2.5. the Company makes changes in the Store without prior notice to the Provider;
 - 6.2.6. the Company's activities may damage the Provider's reputation;
 - 6.2.7. reception of a claim for transaction termination from partnering banks/issuing banks/payment systems;
 - 6.2.8. identification of the facts of providing misleading information to the Provider by the Company;
 - 6.2.9. the Store violates the Requirements;
 - 6.2.10. the Company fails to pay the Provider the required funds in cases as stipulated by the Agreement;
 - 6.2.11. overrun of the threshold amount and/or number of registered chargeback transactions and/or Fraud Reports, in accordance with the rules of payment systems and/or the Provider's limits;
 - 6.2.12. the amount and/or number of registered fraudulent transactions in a calendar month came to over 1% (one percent) of the total amount and/or number of transactions in that month;
 - 6.2.13. in case of revealing the fact of sale of prohibited products (works / services) or the Company performs prohibited activities or is engaged in propaganda or distributing information recognized as illegal by applicable law.
- 6.3. In the event of suspension of settlement of funds to the Company as per clause 6.2 of the Agreement, the funds not settled to the Company shall remain at the Provider's disposal until settlement of funds to the Company as per the Agreement is resumed. In any event, suspension of settlement of funds may not last longer than 540 (five hundred and forty) calendar days starting from the day when they were retained. The Company hereby authorizes the Provider to using the aforementioned funds (write off in favor of the Provider) to fulfill any of the Company's financial obligations to the Provider without any additional orders from the Company. The aforementioned funds may not be subject to any interest accrued or paid by the Provider. The Company agrees with the Provider's right to partially repay the Company's obligations to the Provider, at the discretion of the latter.
- 6.4. To make a decision on resuming processing of transactions and/or settling the processed transactions, the Provider shall carry out examination. If the Provider cannot arrive at a decision on resuming processing of transactions and/or settling of the processed transactions after examination, the Agreement shall be deemed terminated at the Provider's discretion. In this case, the Provider undertakes to pay funds to the Company after 540 (five hundred and forty) calendar days from the date of termination of the funds transfer.
- 6.5. For the purposes of monitoring transactions and fulfillment of the Agreement by the Company, the Provider is entitled to request the following information from the Company:

- 6.5.1. information regarding the Company's products, works, or services, including information regarding origins of products, works, or services;
- 6.5.2. information regarding completed payment/refund transactions, including information regarding documents confirming payments for and supply of products, works, or services, if the Provider needs such documents to monitor transactions, investigate and prevent fraudulent transactions, prepare responses to queries from the authorities, payment systems, issuing banks/partnering banks, or law enforcement authorities, or in other cases as stipulated by applicable law;
- 6.5.3. information regarding the Company's licenses/resolution, compliance certificates, exclusive rights to distribute products, works, or services, if the Company shall have such documents in accordance with applicable law and/or payment system regulations;
- 6.5.4. information regarding the Company's contracts of agency, commission contracts, and other contracts the Company entered into with the suppliers of products, works, or services, services of which are paid for on the Company Website;
- 6.5.5. information regarding the Company's PCI DSS compliance certificate, if such a certificate was mentioned by the Company or required in accordance with payment system regulations.
- 6.6. The Company shall store documents, which confirm payments for products, works, or services by customers, customers' refund claims, and other documents confirming and validating payments/cancelled transaction/refunds, within the storage period as stipulated by applicable law and payment system regulations.
- 6.7. Within 2 (two) business days from the date of receiving a request from the Provider, the Company shall provide the Provider with the explanations and documents regarding payment transactions/cancelled transaction/refunds—for the purposes of investigation and prevention of fraudulent transactions and verifying compliance of payments/cancelled transaction/refunds with the terms of the Agreement.
- 6.8. The Provider is entitled to unilaterally set or modify limits pertinent to payment transactions. Such limits may be monthly, daily, and per the number, type, or parameters of transactions. Such limits shall be taken into consideration when processing payments. The Provider is entitled to refuse to process a payment transaction if such a transaction violates the limits. In this case the Provider will send a corresponding notification to the Company.

7. Liabilities

- 7.1. The Parties shall be liable under the Agreement in accordance with the applicable laws of the Emirate of Dubai and the applicable federal laws of the United Arab Emirates ("the applicable law").
- 7.2. The Provider may not be held liable for a delay in settling funds under the Agreement if such a delay resulted from circumstances beyond the Provider's reasonable control, including malfunction of equipment, software, or communications channels, which occurred not due to the Provider's fault.
- 7.3. The Provider may not be liable for disputes between the Company and customers if such disputes do not fall within the subject matter of the Agreement. The Company shall, on its own and its own expense, resolve disputes with customers that arise from claims regarding products, works, or services.
- 7.4. If one of the Parties violates the term of settling funds as stipulated by the Agreement, the defaulting Party shall, upon written request of the other Party, pay a penalty that amounts to 0.1 (one-tenth) percent of the amount not transferred on time, for every calendar day of overdue, but not more than the amount payable.
- 7.5. The Provider may not be liable and shall not be liable for any losses suffered by the Company related to suspension or termination of transactions processing in cases as stipulated in Article 6 of the Agreement. The Company agrees that in cases, specified in Article 6 of the Agreement, there is no delay in fulfilling the Provider's obligations to the Company.
- 7.6. The Parties have agreed that the Company shall reimburse the Provider full amounts of fines, fees, and penalties imposed on the Provider by payment systems, courts, law enforcement authorities, and/or other authorized agencies, or other parties, due to a violation of applicable law, payment system rules, and/or the terms of the Agreement by the Company.
- 7.7. The Provider may not be liable for any circumstances beyond their reasonable control, including those arising from disputes between the Company and customers; nor may the Provider be liable or compensate for losses or expenses related to disputes between the Company and customers, including disputes related to violation of consumer rights or provisions of agreements entered into by the Company and customers.
- 7.8. The Provider is not responsible for the correctness of the bank account details specified by the Company and does not reimburse the Company for losses / does not compensate for the costs associated with making settlements using the bank account details specified by the Company.

8. Dispute resolution

- 8.1. Any dispute, claim, difference or controversy arising out of or in connection with this Agreement (including any question regarding its existence, validity, termination or breach) shall be subject to the exclusive jurisdiction of the competent courts of Dubai, United Arab Emirates.
- 8.2. The Parties hereby irrevocably submit to the exclusive jurisdiction of the Dubai Courts and waive any objection to such jurisdiction on the grounds of venue, inconvenience or otherwise.
- 8.3. Each Party agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment or in any other manner provided by law.
- 8.4. Before initiating any legal proceedings, a Party must provide the other Party with written notice of any claim or dispute, specifying the nature of the claim and the relief sought. The Parties shall attempt in good faith to resolve the dispute

amicably within thirty (30) days of such notice. If the dispute is not resolved within this period, either Party may refer the matter to the competent courts of Dubai.

9. Force Majeure

- 9.1. The Parties are released from liability for partial or complete failure to fulfill its obligations under this Agreement in the event of force majeure, i.e. circumstances of an extraordinary and unforeseen nature, beyond the control of the Company.
- 9.2. Upon occurrence of force majeure circumstances, the Party affected by such circumstances shall, within 3 (three) calendar days, notify the other Party about it, providing documents confirming occurrence of such circumstances. The party that missed the notice period shall be deprived of the right to invoke the said circumstances as an exemption from liability.
- 9.3. If the Parties cannot fulfill their obligations hereunder in connection with occurrence of force majeure more than 1 (one) month in a row, each of the Parties has the right to refuse execution hereof in unilaterally and without court proceedings having notified other Party about it 10 (ten) calendar days in advance.

10. Confidential information

- 10.1. The Parties have agreed that all information disclosed by one Party to the other under this Agreement shall be treated as confidential and may not be disclosed to any third party unless otherwise stipulated by applicable law.
- 10.2. To ensure integrity and confidentiality of information received under the Agreement, the Parties shall take the appropriate measures greater than or comparable to those they take to ensure integrity and confidentiality of their own sensitive information.
- 10.3. The Parties undertake not to use confidential information they receive under the Agreement for any purposes other than those related to performance of the Agreement.
- 10.4. The Parties undertake to adhere to the privacy provisions provided herein for a period of three (3) years following termination of the Agreement.
- 10.5. The Company guarantees that, if the Company discloses any personal data to the Provider, such disclosure shall be carried out in full compliance with applicable personal data legislation. By the Provider's request, the Company shall immediately provide documents, in the scope as required by the Provider, confirming fulfillment of the guarantees.
- 10.6. The Company shall reimburse the Provider all the Provider's losses related to ineffectiveness of the guarantees.
- 10.7. In any event of disclosing confidential information, the Party shall immediately notify another Party of such an event, unless it violates applicable law.

11. Notifications

- 11.1. Unless otherwise stipulated by the Agreement or API, any messages, notices, and documents the Parties send to each other via email, shall be deemed appropriately sent and received, provided that they are sent to/from the following email addresses:
- 11.2. the Provider's emails:
 - 11.2.1. Reconciliation and Finance: admin@pay4game.net;
 - 11.2.2. Technical Support: support@pay4game.net;
 - 11.2.3. General: admin@pay4game.net.
- 11.3. the Company's emails specified in the Application.
- 11.4. The Parties accept legal force of electronic messages and documents sent via email and accept that legal force of such documents is equal to legal force of hard, manually-signed copies of the corresponding documents. The Parties guarantee that only the Parties and their respective representatives shall have access to the email addresses specified in clause 11.1. of the Agreement.
- 11.5. Either Party is entitled to request the other Party to provide hard copies of documents sent via email. The Party that received such a request shall fulfill it within 3 (three) business days from the date of receiving such a request.

12. Change procedure

- 12.1. The Provider has the right to unilaterally and out of court make any changes and / or additions to the Agreement by posting a new version of the Agreement at the address: <https://pay4game.net/offer.pdf>. The changes made by the Provider do not change the conditions specified in the Application.
- 12.2. The new version of the Agreement shall enter into force and shall be applied to the legal relations of the Parties upon the expiration of 5 (five) calendar days from the date of new version of the Agreement.
- 12.3. The Company is obliged to independently and timely familiarize itself with the new edition of the Agreement. If the Provider does not receive a written notice to the Company about termination of the Agreement before the new version of the Agreement comes into force, the new version of the Agreement is considered unconditionally accepted by the Company, and the conclusion of an additional agreement to the Agreement is not required.

13. Term and termination procedure

- 13.1. The Agreement shall be deemed concluded and shall come into force upon its signing by the Parties and shall be valid for twelve (12) calendar months.
- 13.2. The Agreement shall be automatically extended for twelve (12) calendar months on the same terms and conditions unless either Party notifies the other Party in writing of its reluctance to extend the Agreement at least thirty calendar (30) days prior to the expiration of the Agreement (including the next one). The number of extensions is not limited.
- 13.3. Each Party is entitled to terminate this Agreement unilaterally, provided that such a Party notifies the other Party thereof prior at least 30 (thirty) calendar days in writing.

- 13.4. The Parties shall terminate processing of transactions in the Store once receiving the Agreement termination notice. The Company shall remove any information pertinent to processing of payment transactions through the Provider from the Store.
- 13.5. Termination of this Agreement shall not relieve the Parties from their obligations to settle under the Agreement on transactions performed before the date of termination. In the event of termination of the Agreement, the Parties shall settle all the funds under the Agreement within 180 (one hundred and eighty) days after the date of termination.
- 13.6. If, at the time of termination of the Agreement, the Provider has decided to suspend or terminate the processing of transactions in accordance with Article 6 of the Agreement, the mutual settlements of the Parties must be carried out within the time limits specified in Article 6 of the Agreement.

14. Other conditions

- 14.1. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of the Emirate of Dubai and the applicable federal laws of the United Arab Emirates.
- 14.2. The Agreement shall be regulated by applicable payment system rules. Any provisions and terms of the Agreements that are inconsistent with payment system rules (both rules known as of the date of Agreement and those developed after that date) shall be brought into conformity with payment system rules.
- 14.3. If any provision of this Agreement is found to be invalid or unenforceable in accordance with the applicable law, then such provision must be brought in line with the current legislation by the Parties, while the validity and applicability of any other provision of the Agreement will not be affected.
- 14.4. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one agreement.
- 14.5. For purposes of this Agreement, a business day shall mean any day other than a Saturday, Sunday, or any other day on which commercial banks are authorized or required by law or other governmental actions to close in the jurisdiction of each party's principal place of business. Each Party acknowledges that due to the different jurisdictions of their principal places of business, the specific days recognized as non-business days may differ. Accordingly, any and all time-sensitive or period-specific obligations under this Agreement shall be calculated based on the business days applicable to the jurisdiction of the Party responsible for fulfilling the obligation in question. Each Party agrees to make reasonable efforts to inform the other Party of its respective non-business days.
- 14.6. None of the Parties may assign their respective rights or obligations under the Agreement to any third party without prior written consent of the other Party.
- 14.7. The Company undertakes to, within 3 (three) business days, notify the Provider in writing of any events that may affect performance of the Agreement, including changes to the company name, legal and mailing address, bank details, contact details, persons in charge, ownership structure, and beneficial owner (if any).
- 14.8. Appendix 1 — "Application" to the Agreement shall be deemed integral part of the Agreement.

15. Details of the Provider

PAY4GAME LLC-FZ

Registration number: 2536894

Legal address: Meydan Grandstand, 6th floor, Meydan Road, Nad Al Sheba, Dubai, United Arab Emirates

Application No. dated

Company details

COMPANY NAME			
STORE			
CATEGORIES OF PRODUCTS, WORKS, OR SERVICES			
AVERAGE MONTHLY REVENUE			
COMPANY'S EMAILS	Reconciliation and Finance		
	Tech support		
	General questions		

Provider Fee

Online payment method	Authorization currency	Total amount of payment transactions per month	Provider Fee per transaction	Settlement currency	Payment period

Company bank details

Bank name	
SWIFT	
Company's account number	
Account currency	

By signing this Application, the Company confirms that the Company has read and agrees with the current version of the Merchant Acquiring Agreement, posted at <https://pay4game.net/offer.pdf>: , and accepts its terms without any edits, reservations, or exceptions.

Provider	Company
Full Name: Position:	Full Name: Position: