

Agreement to join the System Mafre

Subject

Mafre System Operator, represented by Mafre LLC (hereinafter – Mafre System), providing Merchant with information and technological support in the provision of payment and payment acceptance services, in accordance with the procedure and subject to the requirements defined by the terms of the System Accession Agreement Mafre hosted on the Internet on the website www.mafre.money

General terms

1. The scope of the Services is determined as follows:

- Features of the Treaty of Accession
- Terms and their meaning
- Commission fee

2. The contract for joining the Mafre System has the following features:

- The terms of the Agreement are determined by the Operator of the Mafre System in a standard form and are subject to acceptance by the Merchant by acceding to this Agreement as a whole, without exceptions and limitations. The contract contains General and Special conditions.
- The general conditions are defined and applicable independently of the Regulatory Law.
- Special conditions are defined to supplement the General Conditions depending on the Regulatory Law.
- In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall prevail.
- The documents forming the constituent parts of the Agreement include the Merchant's questionnaire, as well as other documents specified in the Special Conditions and prevailing in the reverse order of their transfer.
- The Operator of the Mafre System is entitled to unilaterally make changes to the terms of the Agreement aimed at: improving the quality and availability of the Services; ensuring the efficiency and reliability of the Mafre System; compliance with the Regulatory laws, rules and conditions of Payment methods and amendments thereto
- Unless otherwise specified in the Special Conditions, changes to the terms and conditions of the Agreement enter into force upon the publication of the updated version of the Agreement on the Internet at www.mafre.money or the conditions in the Merchant's Personal Account in terms of available payment methods and commission.

3. These terms have the following meaning:

- The Operator of the Mafre System is a legal entity that, in accordance with the Regulatory Law, ensures the operation, use and accession to the Mafre System.
- Mafre System is a hardware and software complex, as well as the associated tools and resources used by the Operator of the Mafre System to provide the Services.
- Service – services that provide information and technological interaction between the beneficiary (Merchant) – an individual entrepreneur, a legal entity and a payment service provider (Bank) when the latter transfers money to the beneficiary according to payments accepted from payers without third parties.
- Payment instruction – a request for a transaction to receive a payment or payment on account of the execution of the Order.

- Acceptance of payment – transfer of funds from the Sender in favor of the Merchant.
- Payment – transfer of funds from the Merchant to the Beneficiary.
- Operation – an operation to receive a payment or payment.
- Order – GS to be supplied by the Merchant.
- GS – goods and / or service offered in the Merchant infrastructure.
- Merchant – a legal entity or an individual who carries out activities without forming a legal entity (individual entrepreneur), in accordance with the Regulatory legislation, ensures the execution and execution of the Order.
- Sender – an individual or legal entity that has placed an Order using the Payment Acceptance Service.
- Recipient – a natural or legal person who places an Order using the Payout Service.
- Means and resources – organizational, informational, technological, material, intellectual, labor, financial, legal and other means and resources, including (but not limited to): Internet site, premises and equipment, information system, personnel, money, registration, licenses, contractual relations, rules and standards and so on.
- Merchant Infrastructure – means and resources, the use of which is provided by the Merchant.
- Participants of calculations – the Sender, Recipient, Merchant, Bank, Operator of the Mafre System, other participants of calculations (if necessary).
- Payment Method – a set of funds and resources under a certain trademark that provides authorization and a corresponding method of conducting transactions between participants of settlements, including a legal entity (bank or other organization) that represents the Payment Method in relations with the Operator of the Mafre System and under the Agreement.
- Bank – accepting and paying out money to Merchants when carrying out transactions of purchasing goods / works / services by Cardholders on the Merchant site using Payment Cards (their details) under the terms of the Internet Acquiring Agreement.
- Agreement – the Agreement for accession to the Mafre System, posted on the website www.mafre.money, including the General Conditions, Special Conditions and documents forming the constituent parts of the Agreement.
- Personal Account – a specialized section of the Merchant in the Mafre System, which provides the Merchant with access to information about operations on the Services, as well as using other functional capabilities of the Mafre System.
- Regulatory legislation – the legislation of a country defined according to the Special Conditions in order to regulate the relations of the Parties under the Treaty.
- Party – Mafre System Operator or Merchant, according to the context of conditions.
- Parties – Mafre System Operator and Merchant.
- Internet Acquiring Agreement – An agreement concluded between the Merchant and the Bank, defining the procedure for the acceptance and payment of cash by the Bank in favor of the Merchant when performing payment transactions for goods / works / services using payment cards.
- International payment method, IPM – payment method that provides authorization and acceptance of cards as a method of conducting operations under the trademark "Visa", "Master Card". Other international and national Payment Methods may also be referred to as an IPM under the Agreement, including, but not limited to, MIR, Union Pay, American Express, Diners Club, "JCB".

- Applicable requirements – Regulatory legislation, rules and standards of the Payment Methods used, the By-laws of the Operator of the Mafre System, accepted contractual obligations, including the Agreement.
 - By-laws – internal regulatory documents.
 - Operations Register – automatically generated report of the Operator of the Mafre System, indicating the amounts and other data transactions for the reporting period.
 - Card, payment card – a tool for accessing a bank account management, containing information that allows the holder of such a payment card to make payments, transfers, receive cash at ATMs, and also perform other operations defined by the issuing bank of the payment card and on its conditions.
 - Other terms – terms whose meaning is defined in the Special Conditions, as well as other documents forming the constituent parts of the Treaty.
- 4. The procedure for providing the Services is determined as follows:**
- Merchant connection to the Mafre System
 - Making calculations
 - Disconnecting Merchant from Mafre System
- 5. The procedure for connecting the Merchant to the Mafre System consists of the following conditional stages:**
- Registration of application
 - Access to the Personal Account
 - Filling in the form
 - Collection of documents
 - Verification
 - Accession to the Agreement
 - Integration
 - Setting operations processing parameters
 - Testing
 - Activation of the “battle mode”
- 6. Registration of the application**
- The Merchant initiates connection to the Mafre System using the appropriate connection application functionality at www.mafre.money
 - The Mafre system automatically registers the Merchant’s application for connection and sends a confirmation to the e-mail address provided when submitting the application.
- 7. Access to the Personal Account**
- The confirmation of the registration of the Merchant application for connection contains a manual, an identifier (login) and a password for authorizing access to the Merchant’s Personal Account in the Mafre System.
 - Following this instruction, the Merchant will log in to the Personal Account and proceed to fill out the form.
- 8. Filling out the form**
- The Merchant fills out a questionnaire in the Personal Account by specifying data in accordance with the Regulatory Law and the requirements of the Agreement.
 - To assist in completing the questionnaire, the Merchant may contact the Mafre System support service using the contacts indicated in the received confirmation of registration of the application or on the website www.mafree.money.
 - To assist in completing the questionnaire, the Mafre System Operator can independently contact the Merchant using the contacts specified in the connection application.
- 9. Collection of documents**

- The Merchant provides the Mafre System Operator with a package of documents required in connection with filling out a questionnaire in accordance with the conditions specified in the Personal Account.
- Primary provision of a package of documents is carried out by the Merchant by uploading images or copies of original documents in the Personal Account.

10. Verification

- The Mafre System Operator checks the completeness and compliance of the questionnaire and the package of documents with the Applicable Requirements.
- If necessary, in accordance with the Applicable Requirements, the Mafre System Operator requests the Merchant for missing or additional documents for verification.
- The Operator of the Mafre System informs the Merchant about the result of the check.

11. Accession to the Agreement

- In case of a positive result of the verification, the Merchant joins the Agreement.
- Unless otherwise expressly specified in the Special Conditions, the provision of a form by the Merchant to the Operator of the Mafre System, a package of documents and other required documents forming the constituent parts of the Agreement, certified in accordance with the Applicable Requirements, means acceptance of the conditions and accession to the Agreement.
- The Agreement enters into force from the moment of registration by the Operator of the Mafre System of the fact that the Merchant submits a questionnaire, a package of documents and other required documents forming part of the Agreement, certified in accordance with the Applicable Requirements and fully complying with a positive result of the audit.

12. Integration

- The Mafre System Operator provides the Merchant with documentation on integration with the Mafre System and, if necessary, assists the Merchant in integrating with the Mafre System.
- According to the received documentation, the Merchant performs integration with the Mafre System.

13. Setting operations processing parameters

- The Mafre System Operator adjusts the parameters for processing the Merchant's operations in the Mafre System in accordance with the terms of the Agreement and Applicable Requirements.
- The Operator of the Mafre System transfers the equipment to the Merchant to be provided by the Operator of the Mafre System as part of the Services.

14. Testing

- Initially, the Mafre System Operator establishes a test mode for the Merchant.
- The Merchant conducts operations in test mode via the Mafre System, informs the Mafre System Operator of the detected errors and eliminates errors that occur on the Merchant's side.
- The operator of the Mafre System eliminates the identified errors and informs the Merchant about errors that occur on the merchant's side.

15. Activation of the "battle mode"

- After setting the parameters for processing operations, the Operator of the Mafre System activates the possibility of the Merchant switching to a "battle mode" for conducting operations in the Mafre System.

16. Making calculations

- The settlements between the Merchant and the Operator of the Mafre System are carried out by the Bank on the basis of the Transaction Register and other

Applicable Requirements. The Merchant can independently create the Register of Operations for any reporting period in the Personal Account.

- The registry of transactions is sent by the Mafre System to a trusted email address specified by the Merchant in the Personal Account.
- The Bank provides the transfer to the Merchant's bank account of the funds to be transferred to the Merchant in the terms and conditions specified in accordance with the Acquiring Agreement.
- Unless otherwise specified in the Special Conditions, the Merchant confirms the provision of the Services on a monthly basis by signing the Act on the Services Rendered and sending it to the Mafre System Operator no later than 5 (five) business days from the date it was received. The form of the Act on the services rendered is established according to the Special Conditions.

17. The procedure for disconnecting the Merchant from the Mafre System consists of the following conditional stages:

- Notice of Termination
- Blocking operations
- Return of equipment
- Settlement of settlements
- Close access to the Personal Account
- Document storage

18. Notice of Termination

- The Party initiating a disconnection from the Mafre System sends to the other party a notice of termination of the Agreement in accordance with the requirements of the Agreement, indicating the date and grounds (if any) of such termination.
- Term of termination is set in accordance with the requirements of the Agreement.

19. Blocking operations

- The Party initiating a disconnection from the Mafre System blocks the conduct of operations through the Mafre System from the date of sending the termination notice.
- The Party receiving the notice of termination of the Contract blocks the conduct of operations through the Mafre System from the date of receipt of such notice, unless otherwise specified by the Special Conditions.

20. Return of equipment

- The Merchant returns the equipment provided by the Operator of the Mafre System as part of the Services.

21. Settlement of settlements

- After blocking operations through the Mafre System, the parties perform reconciliation and subsequent mutual settlement on time and under the conditions defined in the Agreement.
- The Merchant returns the equipment provided by the Operator of the Mafre System as part of the Services.

22. Closing access to the Personal Account

- The contract is considered to be terminated subject to the completion of mutual settlements by the parties and the fulfillment of the obligations assumed under it.
- Upon termination of the Agreement, the Mafre System Operator blocks the Merchant's access to the Personal Account in the Mafre System.

23. Storage of data and documents

- After termination of the Agreement, the Operator of the Mafre System stores the data and documents of the Merchant for a period established in accordance with the Special Conditions and other Applicable Requirements.

24. Requirements for the provision of Services are defined as follows:

- Rights and obligations of the Parties
- Responsibilities of the Parties
- Confidentiality
- Settlement of disputes
- Merchant requirements for using the Mafre System

25. The rights and obligations of the Parties shall be determined as follows:

- Merchant Rights
- Merchant's obligations
- Mafre System Operator Rights
- Obligations of the Operator of the Mafre System

26. Merchant Rights:

- Use the functionality of the Mafre System after the Operator of the Mafre System provides access to the Personal Account;
- Receive technical and information support from the Mafre System Operator in connection with the use of the Mafre System;
- Post information on cooperation with the Operator of the Mafre System, including the logo, trademark, brand name or other means of individualization of the Operator of the Mafre System in the Merchant infrastructure in accordance with the Applicable Requirements, subject to prior approval by the Parties;
- Stop communicating with the Mafre System in accordance with Applicable Requirements;
- Claim and demand compensation for actual damage in the event of violation of the Applicable Requirements by the Mafre Operator;
- Use equipment provided by the Operator of the Mafre System within the framework of the Services, in accordance with the Terms of custody and other documents forming the components of the Agreement.

27. Obligations of the Merchant:

- Use the Mafre System in accordance with the terms of the Agreement and Applicable Requirements;
- Provide the Mafre Operator with reliable data and information required in connection with the use of the Mafre System, including connection and disconnection from the Mafre System;
- Ensure and be responsible for the confidentiality of your ID (login) and password to access your Personal Account;
- Immediately notify the System Operator of the Mafre System of the alleged unauthorized use of the access ID and password and functionality in the Merchant's Personal Account;
- Ensure and be responsible for the security of the infrastructure used when interacting with the Mafre System;
- Assist and provide necessary information when conducting investigations in accordance with Applicable Requirements;
- Do not use the Mafre System in illegal activities in accordance with Applicable Requirements, including, but not limited to, not to take actions that mislead other persons regarding the Services provided by the Operator of the Mafre and that could directly or indirectly damage business reputation Mafre System Operator;
- Independently account for income from operations in the Mafre System and pay taxes in accordance with the laws of the country of its jurisdiction;
- Prevent a negative cash balance in the Mafre System;
- Be fully responsible for canceled and / or contested operations conducted in the Mafre System;

- Reimburse, at the request of the Operator of the Mafre System, confirmed actual damage incurred as a result of a violation by the Merchant of Applicable requirements, including penalties imposed by the Payment Method for 180 (one hundred eighty) calendar days from the date of termination of the Agreement;
- Independently resolve any claims that are not directly related to the violation by the Operator of the Mafre System of its obligations under the Contract;
- Post information about the conditions of operations provided by the Operator of the Mafre System;
- Not to transfer your rights and obligations under the Agreement to a third party who is not a Party to the Agreement without the written consent of the Operator of the Mafre System;
- Timely inform in writing about all changes that are essential for the full and timely fulfillment of obligations under the Treaty;
- Accept, store and return the equipment provided by the Operator of the Mafre System as part of the Services, in accordance with the Terms of custody and other documents forming the components of the Agreement.

28. Mafre System Operator Rights

- Use the data and information provided by the Merchant to provide the Services;
- Place information on cooperation with the Merchant, including the logo, trademark, brand name or other means of individualizing the Merchant in the means and resources used by the Operator of the Mafre System in accordance with the Applicable Requirements, subject to prior approval by the Parties;
- Determine and amend the terms of the Agreement, the procedure and conditions of operation, as well as the functionality of the Mafre System in accordance with the Applicable Requirements;
- Modify, expand or limit the functionality of the Merchant's Personal Account, as well as block the Merchant's access to the Personal Account according to the Applicable Requirements;
- Suspend the operation of the Mafre System and / or the provision of Services in case of detection of malfunctions, errors and failures, or Merchant violates Applicable Requirements, as well as to prevent or prevent unauthorized access and conducting suspicious or fraudulent operations;
- Request data and information from the Merchant, as well as take other measures necessary in connection with the provision of the Services;
- Claim and demand compensation for actual damage in case of violation of the Applicable Requirements by the Merchant;
- Levy a commission as stipulated by the Agreement;
- Withdraw, without acceptance, from the balance of the Mafre System, the amounts of the Merchant's unfulfilled obligations under the Agreement;
- Verify that the Merchant complies with the requirements for storage and use of equipment provided by the Operator of the Mafre System as part of the Services, in accordance with the Conditions of responsible storage and other documents forming the components of the Agreement.

29. Obligations of the Mafre System Operator

- Ensure round-the-clock uninterrupted operation of the Mafre System, with the exception of cases of suspension of the Mafre System, provided for in accordance with the Applicable Requirements;
- Immediately take the necessary measures to resume the operation of the Mafre System and notify the Merchant of the reasons and timing for suspending the operation of the Mafre System;
- Ensure appropriate security conditions for transactions, including confidentiality and personal data protection in accordance with Applicable requirements;

- Provide information and technical support in connection with the provision of the Services;
- Reimburse, upon the Merchant's request, the confirmed actual damage incurred as a result of a violation by the Operator of the Mafre System of the Applicable Requirements;
- Transfer equipment to the Merchant that is to be provided by the Operator of the Mafre System within the Services, in accordance with the Terms of custody and other documents forming the components of the Agreement.
- To conclude an Acquiring Agreement with Merchants on behalf of the Bank.

30. Responsibilities of the Parties are defined as follows:

- Disclaimer
- Force Majeure
- Fines

31. The Operator of the Mafre System shall not be liable to the Merchant in the event of:

- granting Merchant access to the Personal Account to third parties or other breach of confidentiality obligations;
- the presence of malicious software when accessing the Personal Account and / or interacting with the Mafre System;
- any disputes regarding the supply of GS or other transactions concluded by the Merchant using the Mafre System;
- claims of tax, regulatory and law enforcement agencies to the Merchant regarding the reporting or taxation of his transactions using the Mafre System;
- the temporary inoperability of the Mafre System associated with failures and errors in the operation of hardware or software that did not occur due to deliberate actions or inaction of the Operator of the Mafre System (including, but not limited to, power outages and communication networks, malfunctions software, Internet providers, Payment systems, Bank, other communication channels and communications that are provided and serviced by third parties);
- the inability to contact the Merchant in connection with the provision of unreliable data and information to them or the failure to provide updated data and information;
- not conducting a Merchant review of the current version of the terms of the Agreement or Applicable Requirements;
- Violations by the Merchant or the Merchant's clients of the Applicable Requirements;
- incorrect or erroneous formation of orders in the Personal Account by the Merchant;
- erroneous or incorrect transfer to the Mafre System Operator of the Payment Order;
- incorrect filling in and / or transfer to the Operator of the Mafre System of incorrect data of the Payment Order;
- indirect losses that go beyond the real damage, including: loss of profits from the loss and / or non-receipt of contracts, customers, time, data, reputation or other resources;
- unreliability of the information posted on the Merchant information resources.

32. Force Majeure:

- The Parties are exempt from liability for partial or complete non-fulfillment of obligations under the Contract if this failure was the result of force majeure (force majeure), which includes events that the Parties could not foresee or prevent, including: natural disasters phenomena, military actions, strikes, riots, other circumstances leading to equipment failure, software failures and data

transmission systems, as well as issuance of acts by state bodies, the entry into force of legislative acts, government decrees and orders of state authorities and administrations that are binding on one of the Parties and hinder the fulfillment of obligations under the Treaty.

- In the event of force majeure, each of the Parties that do not fulfill their obligations under the Agreement shall take measures to notify the other Party in writing within 7 (seven) calendar days from the moment such circumstances arise.

33. Confidentiality:

- The Parties undertake not to disclose information received during the execution of the Agreement that is confidential to each of the Parties, except for those responsible of the Parties authorized to receive and transmit information on behalf of each of the Parties in connection with the fulfillment of obligations under the Agreement. The confidential information in the Agreement means non-public information, the disclosure of which may lead to losses and / or affect the business reputation of any of the Parties, including information about customers, amounts and volumes of operations, commissions and other commercial information of the Parties.
- The fact of the conclusion of the Agreement and the subject of the Agreement are not confidential information.
- Confidential information may be provided to third parties only in the manner prescribed by the Applicable Requirements, to fulfill the terms of the Agreement or upon prior written approval from the Party, the information of which may be disclosed (indicating in detail the nature of the information, indicating the third party, goals, causes and other significant information points).
- In the event of termination of the Agreement, the Parties undertake not to disclose and use in their own interests and / or in the interests of third parties the received information without the written permission of the relevant Party providing information.

34. Settlement of disputes

- In all that is not stipulated by the terms of the Agreement, the Parties are guided by the Regulatory legislation, as defined in the Special Conditions.
- All disputes and controversies arising from the Agreement or in connection with it will, if possible, be resolved through negotiations between the Parties.
- If the Parties do not come to an agreement, disputes and disagreements shall be resolved in a court of law, as defined in the Special Conditions of the Agreement.
- The Parties agree that the data and information provided by them in written or electronic form will be taken into account when considering any disputes and disagreements related to the Contract.

35. Term and termination of obligations

- Unless otherwise specified in the Special Conditions, the Contract is concluded for an indefinite period.
- The Parties undertake to immediately notify each other about changes in their banking and postal details, as well as any changes in their legal status that may significantly affect the performance of obligations by the Parties to the Treaty. Until receipt of the notification, obligations fulfilled according to the details provided earlier shall be deemed duly fulfilled.
- Unless otherwise specified in the Special Conditions, the Contract may be terminated at the initiative of either Party by sending a written notice to the other Party, stamped and signed by the authorized person about the intention to terminate the Contract at least 30 (thirty) calendar days.
- The Agreement is deemed terminated subject to the fulfillment by the Parties of all obligations under the Agreement. At the same time, the Merchant's obligations

to compensate the Operator of the Mafre System for the proven real damage caused by penalties imposed by the Payment Method as a result of Merchant's violation of the Applicable Requirements remain valid for 180 (one hundred eighty) calendar days from the date of termination of the Agreement.

36. Requirements for the Merchant to use the Mafre System are defined as follows:

- List of prohibited GS
- Merchant infrastructure requirements

37. List of prohibited GS:

- software containing code that aims to illegally use data and information and / or harm the user (including but not limited to: hacking a user account; unauthorized integrity violation and / or deletion and / or modification and / or copying data and information);
- any products or services that violate the norms of public morality and order (including, but not limited to: prostitution and pornographic materials; materials aimed at promoting interethnic, ethnic, racial or religious hatred, discrimination, violence, terrorism, harm the dissemination of information that violates the confidentiality, honor, dignity and business reputation of individuals and legal entities);
- illegal distribution of weapons, narcotic and psychotropic substances and precursors;
- any products or services related to the illegal use of intellectual property, as well as state, commercial, banking and other protected information;
- any products or services provided without the required permits (licenses);
- any products or services aimed at the legalization (laundering) of money and (or) other property obtained by criminal means;
- other GS prohibited according to Applicable requirements.

38. Merchant infrastructure requirements:

- Internet site, user application, terminal, other interfaces of the Merchant's interaction with the user (hereinafter referred to as interaction interfaces) must be functioning according to the intended purpose displayed to the user;
- the interaction interfaces should contain relevant Merchant contact information (phone numbers, email, other ways of communication with employees; legal name of the person; legal, postal and actual address of location);
- interaction interfaces should not contain promotional materials and links leading to external resources related to prohibited GS;
- GS displayed in interaction interfaces should correspond to GS specified by the Merchant in the questionnaire when concluding the Contract;
- in interfaces of interaction the description and prices for GS should be indicated;
- description and prices for GS displayed in the interaction interfaces should correspond to the current description and prices for the supplied TRU, including as part of the transfer of data by the Merchant to the Mafre System;
- interaction interfaces should contain up-to-date information on the terms of delivery of the GS, including regarding the return of the GS, as well as information on the conditions of operations provided for placement by the Operator of the Mafre System;
- interaction interfaces should provide the necessary measures to prevent fraudulent transactions.

Subject

The Mafre System Operator provides Merchant with information and technological support as part of the provision of the Payment and Payment Acceptance Services, in accordance with the

procedure and subject to the requirements defined by the terms of the Agreement for joining the Mafre System posted on the Internet at www.mafre.money

Special conditions

Special conditions are defined to supplement the General Conditions depending on the Regulatory Law.

Contract clause	General condition	Addition
Framework		
3	Mafre System Operator	«MAFRE LLC» The Republic of Kazakhstan
3	Governing law	The Republic of Kazakhstan legislation and / or Company Partners
3	Documents forming the constituent parts of the Agreement	<ul style="list-style-type: none"> • Contract • Questionnaire • Guarantees and instructions • Terms of custody • Form of the Act on the services rendered • Other documents as required by the Mafre System Operator
4	Section of the site with information on the size of the commission for the provision of the Services, and other conditions for its collection	Section "Tariffs" on the site www.mafre.money
Order		
13	Integration documentation	www.mafre.money
19	Term of termination of the Agreement	According to the requirements of the General Conditions of the Agreement
23	Period of storage of data and documents	5 (five) years from the date of termination of the Agreement
Requirements		
35	Judicial authority	Court of Arbitration at the place of registration