PUBLIC OFFER

(Revision Date: 08/08/2025)

This document constitutes an official proposal (public offer) from Mg Ltd (hereinafter referred to as the «Agent») to an unlimited range of persons engaged in entrepreneurial activities, to conclude an agreement on the terms and conditions set forth below (hereinafter referred to as the «Agreement»).

1. TERMS AND DEFINITIONS

- 1.1. For the purposes of this Agreement, the following terms shall have the following meanings:
- «Offer» this document with all its annexes, amendments, and supplements, published on the Platform's Website. The Agreement is concluded between the Parties as a result of the Principal's Acceptance of the Offer, granting the Principal and the Agent the rights and obligations specified herein;
- «Acceptance» the Principal's full and unconditional acceptance of the terms of this Offer by performing the actions specified herein.
- «Agent» MAIZON GROUP L.L.C FZ, license number № 2423151.01, the owner of the Platform, acting on behalf of and at the expense of the Principal in the performance of Instructions, as well as providing Additional Services;
- «Principal» a person engaged in entrepreneurial activities who has accepted this Offer for the purpose of using the Platform's functionality;
 - «**Parties**» the Agent and the Principal referred to collectively;
- «Platform» a set of the Agent's software and hardware tools and web interfaces, integrated with the Website and accessible through the Personal Account, which enables the Principal to give Instructions to the Agent for accepting payments, using Additional Services, and engaging in other interactions under the Agreement;
 - «Website» the Agent's website located on the Internet at: https://bezebee.com;
- «Personal Account» the Principal's personal section on the Platform, accessed with a login and password. The Personal Account is intended for managing services, creating Instructions, receiving Agent's Reports, and exchanging legally significant messages and documents;
- «Authorized User» a representative of the Principal who has logged into the Personal
 Account using the login and password assigned during registration;
- «**Payer**» a natural or legal person transferring funds to the Principal for goods, works, or services sold by them, using payment instruments available on the Platform (including, but not limited to, international bank cards and Digital Assets);
- «Instruction» a set of factual and legal actions performed by the Agent on behalf of and at the expense of the Principal, aimed at accepting funds from Payers and their subsequent transfer to the Principal. Each transaction from a Payer to the Principal is considered grounds for the execution of a separate Instruction;
- «Additional Services» accounting and tax support services provided by the Agent to the
 Principal under the terms of a Subscription;
- «**Subscription**» the provision to the Principal of the right to demand Additional Services from the Agent on the terms of a subscription agreement. The subscription fee for this right is

charged regardless of whether the Principal has requested the corresponding performance from the Agent;

- «Agent's Report» a document generated by the Agent in the Personal Account upon the execution of an Instruction (after a payout to the Principal), containing information about the amounts received from Payers and transferred to the Principal, as well as the amount of the withheld Remuneration;
- «Digital Assets / Cryptocurrency» the stablecoin Tether (USDT), accepted for settlement on the Platform on the TRC20 and BEP20 networks.

2. GENERAL PROVISIONS AND OFFER ACCEPTANCE PROCEDURE

- 2.1. This Agreement is concluded by the Principal's Acceptance of the Offer. The Acceptance of the Offer is recognized as the performance of the following actions by the Principal:
- 2.1.1. Completing the registration procedure on the Platform's Website, including filling in all mandatory fields of the registration form, providing reliable information, and uploading scanned copies of the required constitutional and other documents.
- 2.1.2. Ticking the checkbox next to the phrase «I accept the terms of the Public Offer and consent to the processing of personal data.»
- 2.2. Upon Acceptance of the Offer, this Agreement is deemed concluded in writing and creates corresponding rights and obligations for the Parties.
- 2.3. The Agent has the right to conduct a Know Your Customer (KYC) check of the data and documents provided by the Principal, including through the use of third-party services. In case of detection of unreliable information, non-compliance with legal requirements, and/or the Agent's internal policy, the Agent has the right to refuse registration or to unilaterally block access to the Personal Account and terminate the Agreement.
- 2.3.1. The Agent does not conduct a KYC check on each end Payer. The responsibility for the legality of the relationship with the Payer lies entirely with the Principal. However, in order to comply with applicable law and manage its own risks, the Agent reserves the unconditional right to refuse to process any payment from any Payer without explanation.
- 2.4. The Principal undertakes not to transfer the login and password for the Personal Account to third parties and bears full responsibility for their security. All actions performed in the Personal Account using the Principal's login and password are recognized as actions performed by the Principal.

3. SUBJECT OF THE AGREEMENT

- 3.1. This Agreement is a mixed contract and contains elements of an agency agreement and a service agreement.
- 3.2. Regarding the agency relationship: The Agent undertakes to perform legal and factual actions (Instructions) on behalf of and at the expense of the Principal, aimed at organizing the acceptance and processing of payments from Payers in favor of the Principal, and the Principal undertakes to pay the Agent's remuneration in a timely and full manner.
- 3.3. Regarding the provision of services: The Agent undertakes to provide the Principal with related information technology and consulting services, as well as, if a Subscription is active, Additional Services for accounting and tax support. The Principal undertakes to pay for these services.

3.4. This Agreement is a framework agreement and defines the general terms of the relationship between the Parties. The specific terms of each Instruction (amount, Payer, date) are determined at the time of the transaction by the Payer and are automatically recorded on the Platform and in the Principal's Personal Account.

4. PROCEDURE FOR INTERACTION AND PROVISION OF SERVICES

- 4.1. Execution of Instructions:
- 4.1.1. The Principal, using the technical means provided by the Agent, integrates the Platform's payment forms into its internet resources or uses other methods to direct Payers to the Agent's payment gateway;
- 4.1.2. The receipt of funds from the Payer to the Agent's bank account for their subsequent transfer to the Principal is the basis for the creation and execution of an Instruction;
- 4.1.3. The Agent accepts funds from Payers, keeps records of them, and displays information about the receipts in the Principal's Personal Account in real-time;
- 4.1.4. The payout of funds to the Principal is made to their account or to the specified USDT (TRC20 / BEP20) cryptocurrency address, minus the Agent's Remuneration and other amounts to be withheld in accordance with this Agreement. When withdrawing USDT, a fixed network fee may be withheld, the amount of which is displayed in the Personal Account before confirming the payout;
- 4.1.5. Frequency of payments: Payment is made based on the application within 2 (two) working days.
- 4.1.6. The minimum amount for a single payout is \$100 (one hundred US dollars). There are no limits on the maximum payout amount.
 - 4.2. Additional and Related Services:
 - 4.2.1. For all Principals (without a Subscription):
- 4.2.1.1. Providing access to the Platform's functionality for accounting for income and expenses within the operations conducted through the Platform, with display in the Personal Account;
- 4.2.1.2. Automatic generation of Agent's Reports and other closing documents in the Personal Account.
 - 4.2.2. For Principals with an active Subscription:
 - 4.2.2.1. All services listed in clause 4.2.1.;
 - 4.2.2.2. Full accounting for the Principal;
 - 4.2.2.3. Calculation of taxes and other mandatory payments payable by the Principal;
- 4.2.2.4. Preparation and submission of tax and other reports to government authorities on behalf of the Principal based on a power of attorney;
- 4.2.2.5. Making tax and other mandatory payments on behalf of and at the expense of the Principal from the funds held in the Agent's account, upon the Principal's instruction.

5. RIGHTS AND OBLIGATIONS OF THE PARTIES

- 5.1. The Agent undertakes:
- 5.1.1. To execute Instructions diligently, in accordance with the Principal's directions, and in the Principal's best interests;

- 5.1.2. To transfer funds received from Payers to the Principal in a timely and full manner, minus its Remuneration and other amounts due.
 - 5.2. The Agent has the right:
- 5.2.1. To withhold its Remuneration from any amounts received from Payers in favor of the Principal;
- 5.2.2. To suspend the execution of Instructions and/or the provision of services in case of the Principal's breach of its obligations under the Agreement, including the provision of unreliable information, until the breach is rectified;
- 5.2.3. To engage third parties for the provision of Additional Services, remaining responsible for their actions to the Principal as for its own;
- 5.2.4. To temporarily suspend payouts in the event of a sharp fluctuation in the exchange rate of any of the currencies used on the Platform (more than 2% within one hour) until the rate stabilizes;
 - 5.2.5. To refuse to execute an Instruction if it contradicts applicable law.
 - 5.3. The Principal undertakes:
- 5.3.1. To provide the Agent with complete, accurate, and reliable information and documents necessary for the execution of the Agreement, and to update them in the Personal Account in a timely manner;
- 5.3.2. To pay the Agent's Remuneration in a timely and full manner as stipulated by the Agreement. 5.3.3. Not to use the Platform for any illegal activities, including money laundering and terrorist financing;
- 5.3.4. To independently and timely familiarize themselves with the current version of the Offer and tariffs on the Agent's Website;
- 5.3.5. To issue a power of attorney to the Agent to perform actions requiring one (in particular, for submitting reports);
 - 5.3.6. To independently resolve all disputes and claims with their Payers.
 - 5.4. The Principal has the right:
- 5.4.1. To receive information from the Agent about the progress of the execution of Instructions and the provision of services through the Personal Account;
- 5.4.2. To give the Agent instructions that do not contradict applicable law and the terms of this Agreement;
- 5.4.3. To cancel the Subscription for Additional Services at any time through the functionality of the Personal Account.

6. ACCEPTANCE PROCEDURE, AGENT'S REPORT

- 6.1. Upon the execution of each Instruction (payout to the Principal), the Agent generates an electronic Agent's Report in the Personal Account.
- 6.2. The Principal is obliged to review the Agent's Report within 2 (two) business days from the moment it is posted in the Personal Account.
- 6.3. Acceptance of the report is carried out by clicking the corresponding button («Accept Report» or similar) in the Personal Account. Such action is recognized by the Parties as an analogue of the Principal's handwritten signature (simple electronic signature) and confirms that the Instruction has been executed by the Agent properly, in full, and that the Principal has no claims.

- 6.4. In case of disagreement with the Report, the Principal is obliged to send motivated objections to the Agent within the period specified in clause 6.2, through the Personal Account or to the Agent's official email address.
- 6.5. If the Principal does not accept the Report or provide motivated objections within the specified period, the Agent's Report is considered accepted by the Principal without remarks, and the Instruction is considered duly executed.

7. AGENT'S REMUNERATION AND SETTLEMENT PROCEDURE

7.1. Remuneration for the execution of Instructions is a percentage of the amount of each incoming payment received from the Payer. The interest rate is determined based on the Principal's total turnover for the previous calendar month. To determine the applicable rate, the total monthly turnover is calculated in US dollars (USD). Payments received in other currencies (EUR, USDT) are accounted for in the USD equivalent at the Platform's exchange rate at the time of the transaction for the purpose of calculating turnover. The percentage is determined as follows:

Monthly Turnover (in USD equivalent)	Remuneration Rate
from 1 to 500,000	5.5%
from 500,001 to 1,000,000	5.4%
from 1,000,001 to 2,500,000	5.3%
from 2,500,001 to 6,000,000	5.2%
from 6,000,001 to 10,000,000	5.1%
over 10,000,000	5.0%

- 7.2. Remuneration for Additional Services (Subscription cost) is \$300 (three hundred US dollars) per month.
 - 7.3. Payment Procedure:
- 7.3.1. The agency remuneration is automatically withheld by the Agent from the amount of each payment received from the Payer at the moment it is credited to the Agent's account.
- 7.3.2. The Subscription cost is withheld by the Agent from the Principal's funds held in the Agent's account, monthly, on the first business day of the month.
- 7.4. All settlements on the Platform can be made in the following currencies: US dollar (USD), euro (EUR), and Digital Assets (USDT). The Principal independently chooses the currency for receiving payouts in their Personal Account. The Agent's Remuneration includes all applicable taxes and fees.
- 7.5. When making payouts to the Principal's bank accounts (SWIFT transfer), the Agent has the right to withhold a transfer fee ranging from \$0 to \$90, depending on the recipient bank and the transfer amount. The exact fee amount is displayed in the Personal Account before confirming the payout.
- 7.6. All payouts due to the Principal are made by the Agent to the Principal's bank account or to their specified USDT (TRC20/BEP20) cryptocurrency address. A monetary obligation is considered fulfilled from the moment the funds are credited to the recipient's bank correspondent account.
- 7.7. The Platform provides the Principal with the ability to convert funds and Digital Assets held in their balance in the Personal Account between the available currencies: US dollar (USD), euro (EUR), and USDT.

- 7.7.1. Conversion is carried out at the Platform's internal exchange rate, which is formed based on data from the public service xe.com with the application of the Agent's commission. The rate for a specific operation is fixed at the moment of its confirmation by the Principal in the Personal Account.
 - 7.7.2. The following rules and commissions are established for conversion operations:
 - From US dollars (USD) to euros (EUR): xe.com rate + 1%;
 - From euros (EUR) to US dollars (USD): xe.com rate + 1%;
 - From US dollars (USD) or euros (EUR) to USDT: xe.com rate + 3%;
 - From USDT to US dollars (USD) or euros (EUR): xe.com rate 3%.
- 7.7.3. The Principal acknowledges that all conversion operations are final and cannot be canceled after they have been performed. The Principal acknowledges and agrees that they bear all risks associated with fluctuations in currency exchange rates that may arise from the moment the Payer makes a payment until the moment the funds are actually converted by the Agent.

8. LIABILITY OF THE PARTIES

- 8.1. For non-performance or improper performance of obligations under the Agreement, the Parties shall be liable in accordance with the current legislation of the United Arab Emirates and the provisions of this Agreement.
- 8.2. The Agent is not responsible for the quality, timing, and other consumer properties of the goods, works, or services provided by the Principal to the Payers. All disputes and claims between the Principal and the Payer shall be resolved by them independently without the involvement of the Agent.
- 8.3. The Principal bears full responsibility for the accuracy, completeness, and legality of the information provided to the Agent, as well as for the compliance of their activities with applicable law.
- 8.4. The Principal undertakes to reimburse the Agent in full for any documented losses (including fines from state authorities, penalties, legal costs) incurred by the Agent as a result of the Principal providing unreliable information, violating applicable law, or the terms of this Agreement.
- 8.5. In the event of a chargeback request from a Payer through the payment system, the issue shall be resolved as follows:
- 8.5.1. The Principal is obliged to provide all necessary documents and information at the Agent's request to dispute the chargeback.
- 8.5.2. If the Payer's claim is satisfied by the payment system, the Principal is obliged to reimburse the Agent for the refund amount. The Agent has the right to withhold the refund amount from any funds due to the Principal.
- 8.6. The Agent's total liability under this Agreement for any claims and demands regarding the subject of the Agreement is limited to the amount of remuneration actually paid by the Principal to the Agent for the reporting period in which the grounds for liability arose.
- 8.7. The Agent is not liable for malfunctions, errors, and failures in the operation of the software and/or hardware that ensure the functioning of the Platform, which have arisen for reasons beyond the Agent's control, as well as for any related losses of the Principal.

9. WARRANTIES AND REPRESENTATIONS

- 9.1. Each Party represents and warrants to the other Party that at the time of concluding and during the entire term of the Agreement:
 - 9.1.1. It is a duly established and registered person and lawfully conducts its activities;
 - 9.1.2. No bankruptcy or liquidation proceedings have been initiated against it.
 - 9.2. By accepting the Offer, the Principal confirms and warrants that:
- 9.2.1. Their activities comply with the applicable law on anti-money laundering and combating the financing of terrorism. The Principal represents that all funds received from Payers are of legal origin and undertakes to provide documents confirming this upon the Agent's request, as well as other information for identification purposes;
- 9.2.2. They have fully read the terms of this Offer, understand its content, meaning, and the consequences of their actions, and agree to and undertake to comply with them;
- 9.2.3. The person accepting the Offer on behalf of a legal entity has all the necessary powers, and the information and documents provided by them during registration are complete, accurate, and reliable;
- 9.2.4. They understand that the Agent is not a regulated virtual asset provider in the UAE; the Principal bears all legal and tax risks associated with the ownership and circulation of USDT.

10. CONFIDENTIALITY

- 10.1. All information exchanged by the Parties in the preparation and execution of this Agreement is confidential and shall not be disclosed to third parties without the written consent of the other Party, except as expressly provided by applicable law.
- 10.2. The confidentiality obligation shall remain in effect for the entire term of the Agreement and for 5 (five) years after its termination.

11. FORCE MAJEURE

- 11.1. The Parties are released from liability for partial or complete non-performance of obligations under this Agreement if such non-performance was the result of force majeure circumstances that arose after the conclusion of the Agreement as a result of extraordinary events that the Parties could neither foresee nor prevent by reasonable measures.
- 11.2. The Party for whom it has become impossible to fulfill its obligations must notify the other Party in writing of the occurrence and termination of these circumstances within 5 (five) business days.
- 11.3. Proper proof of the existence of force majeure circumstances shall be documents issued by the Chamber of Commerce and Industry or another competent authority.

12. TERM, AMENDMENT, AND TERMINATION OF THE AGREEMENT

- 12.1. This Offer comes into force from the moment of its publication on the Website and is valid until it is withdrawn or amended by the Agent.
- 12.2. The Agreement concluded with the Principal comes into force from the moment of the Acceptance of the Offer and is valid for 1 (one) year. If neither Party declares its intention to terminate the Agreement 30 (thirty) days before the end of its term, the Agreement is automatically extended for each subsequent year.

- 12.3. The Agent has the right to unilaterally amend the terms of the Offer and/or tariffs by notifying the Principal by publishing a new version on the Website at least 10 (ten) calendar days before they come into force. The Principal's continued use of the Platform after the amendments come into force constitutes their full agreement with them.
- 12.4. Each Party has the right to unilaterally withdraw from the Agreement at any time by notifying the other Party at least 30 (thirty) calendar days in advance.
- 12.5. The Agent has the right to unilaterally withdraw from the Agreement in the event of a material breach by the Principal of its terms (including breach of warranties, provision of unreliable information, use of the Platform for illegal purposes), by notifying the Principal 5 (five) calendar days in advance.

13. GOVERNING LAW AND DISPUTE RESOLUTION

- 13.1. This Agreement shall be governed by and construed in accordance with the laws in force in the United Arab Emirates.
- 13.2. All disputes, disagreements, or claims arising out of or in connection with this Agreement, including those relating to its performance, breach, termination, or invalidity, shall be resolved through negotiations.
- 13.3. If a dispute cannot be resolved through negotiations, the Parties shall establish a mandatory pre-trial (claim) procedure. A claim shall be sent in writing. The response time to a claim is 30 (thirty) calendar days from the date of its receipt.
- 13.4. All disputes arising from this Agreement shall be resolved in the courts of Dubai, United Arab Emirates.

14. ELECTRONIC DOCUMENT EXCHANGE

- 14.1. The Parties recognize the legal validity of electronic documents, notifications, and messages sent through the Personal Account and/or to the email addresses specified during registration and in the details.
- 14.2. Authorization in the Personal Account by entering a login and password is recognized as an analogue of the handwritten signature of the Principal's authorized representative (simple electronic signature). All actions performed in the Personal Account create legal consequences for the Principal.
- 14.3. The Parties undertake to notify each other of any changes in their details, including email addresses, within 3 (three) business days.

15. FINAL PROVISIONS

15.1. If one or more provisions of this Offer are deemed invalid, this shall not affect the validity of the remaining provisions and the Agreement as a whole. 15.2. In all matters not regulated by this Agreement, the Parties shall be guided by the current legislation of the United Arab Emirates.

16. AGENT'S DETAILS

Company Name:

MAIZON GROUP L.L.C-FZ

License Number:

2423151.01

General Manager: Stanislav Zhukovets

Business activities:

• E-Commerce (4790.00) – Electronic Trading

• Corporate Services Provider (7010.93) – Corporate Support Services

• Advertising (7310.00) – Advertising Services

Contact Information:

Email: info@maizongroup.com

Phones: +971 50 693 0343 (UAE) / +357 95 903 806 (Cyprus)

Website: www.maizongroup.com/ru

Office Address:

Meydan Grandstand, Meydan Road, Nad Al Sheba, 6th Floor, Dubai, United Arab Emirates

Banking Details (ADIB):

BANK: Abu Dhabi Islamic Bank (ADIB)

SWIFT Code: ABDIAEADXXX

AED Account (Current): AE61050000000019428655 USD Account (Savings): AE510500000000029291504 EUR Account (Savings): AE240500000000029291505