LOTUS ARENA

RULES FOR THE PROVISION OF ELECTRONIC PAYMENT SERVICES
(Public Offer)

Revised: June 23, 2026

TERMS AND DEFINITIONS

Technical payment provider (hereinafter referred to as the Provider) —ARBI Exchange Co., Ltd. (address: 49/1 Ban Don – Cherngtalay Road, Cherngtalay, Thalang, Phuket 83110, Thailand; registration number 0835566032802), which provides the technical organization for the acceptance and processing of payments and settlements and engages licensed payment service providers for the actual execution of payment transactions. The provider does not independently accept, store, or transfer funds.

Payment service providers (hereinafter referred to as "Providers") are licensed financial institutions engaged by the Provider to accept, store, convert, and transfer funds from Third Parties under their own licenses. A list of engaged Providers is provided to the Principal upon request and/or specified in the Application.

Principal — a legal entity using the Platform to post information about the Services provided (Events held), the recipient of funds from Third Parties.

The Platform Operator is Phuket Music Industry Co., Ltd. (reg. no. 0835566038011, address: 2/1, Unit 2, Sri Sunthon Road, Soi Choeng Thale 1, Cherngtalay, Thalang, Phuket 83110, Thailand), the copyright holder of the Platform, providing services to the Principal under the terms of the agreements posted on the Platform.

Platform —hardware and software complex (including website)*[lotusarena.life]*and applications, databases), a SaaS platform for posting information about Services, owned by the Platform Operator.

Application — an electronic document containing information required for making Transfers, generated by the Principal and transferred by the Platform Operator to the Provider via the Platform.

Transfer — actions to fulfill the Principal's Request, including the acceptance, conversion, and transfer of funds from Third Parties, actually carried out by the engaged Suppliers under the Provider's organization.

Services — services provided by the Principal to Third Parties under the terms of agreements concluded between them (organization of Events, sale of Tickets for cultural, entertainment, educational, sports or other events).

Event – an event the right to attend which is granted by the Principal to Third Parties through the sale of Tickets.

Ticket/Electronic Ticket — an electronic document entitling the holder to attend an Event and confirming the conclusion of an agreement between the Principal and a Third Party; contains a unique identifier.

Third Parties — individuals — clients of the Principal who purchase Services and pay for them through Transfers via the Platform functionality.

The Principal's Personal Account is a section of the Platform containing information about the Principal, allowing the Principal to receive information about the status of Transfers, generate and submit Requests, and perform other required actions.

1. TERMS OF THE PUBLIC OFFER

1.1. This document is a Public Offer and defines the rights and obligations between the Provider, the Platform Operator and the Principal who have accepted the offer to conclude an agreement (hereinafter referred to as the Agreement) posted on the website.*[lotusarena.life]*.

1.2. Rights and obligations arise from the moment of acceptance of this offer by the Principal.

1.3. Acceptance of the offer and its appendices is determined by the Principal's registration of a Personal Account on the Platform and checking the "I agree with the terms of the Public Offer" box. These actions constitute an unambiguous expression of intent aimed at concluding the Agreement.

1.4. By accepting the offer, the Principal fully accepts the terms of the Agreement and appendices posted on the Platform.

1.5. The Agreement is a contract of adhesion; its terms are accepted by the Principal only by way of adhesion in general.

1.6. By accepting the offer, the Principal confirms the conclusion of the Agreement in writing.

1.7. Changes to the terms of the Agreement and appendices are made by the Provider in conjunction with the Platform Operator by posting a new version on the Platform. The Principal is obligated to review such changes promptly.

1.8. The absence of a written refusal by the Principal to execute the Agreement under the amended terms shall constitute acceptance of the new version.

TERMS OF THE CONTRACT

1. SUBJECT OF THE CONTRACT

1.1. The Platform Operator facilitates information technology interaction between the Parties, provides the Principal with access to the Platform and its functionality after registration and confirmation of credentials, and ensures the technical operation of the Platform. The Platform's software functions accept Ticket orders from Third Parties on behalf of the Principal, process, issue, and reserve Tickets on behalf of the Principal, and accumulate, store, and transmit transaction information to the Principal's Personal Account.

1.2. The Provider undertakes to organize the provision of payment services for a fee, engaging licensed Suppliers for their actual execution, namely:

1.2.1. organize the acceptance of funds from Third Parties in the currency of the Russian Federation (Russian ruble) with subsequent conversion into the currency of the Kingdom of Thailand (Thai baht) (or another currency specified in the Application) and transfer of the converted amount to the Principal;

1.2.2. Arrange the conversion of Thai baht (or another currency specified in the Application) into Russian rubles and the transfer of the converted amount to Third Parties upon return (Refund Procedure). The order under paragraph 1.2.1 is submitted by an Application through the Personal Account; the order under paragraph 1.2.2 is submitted by a Refund Request. The terms of the Application take precedence over the terms of the Agreement.

1.3. The Provider undertakes to ensure that the engaged Suppliers: (1.3.1) when fulfilling clause 1.2.1, duly accept funds in rubles, convert them into baht at the agreed Conversion Rate and transfer the amount to the Principal's account minus the Provider's and Platform Operator's remuneration; (1.3.2) when fulfilling clause 1.2.2, convert baht into rubles at the rate of clause 2.3.1 and transfer the amount to the Third Party using the details of the Refund Request.

1.4. The Principal undertakes to: (1.4.1) provide information about the Event and details for transfers through the Platform, accept and pay for the services of the Provider and the Platform Operator (Section 2); (1.4.2) use the Platform for interaction; (1.4.3) comply with anti-money laundering legislation; (1.4.4) ensure the proper provision of Services to Third Parties; (1.4.5) annually provide a certificate of tax residency, otherwise reimburse the associated losses.

1.5. The Principal instructs the Platform Operator, on its behalf, to perform the following actions through the Platform: transfer information about the Principal and the Services; transfer Requests generated by the Principal to the Provider; receive information on the status of Transfers; interact with Third Parties; and perform other actions within the framework of the Agreement. The Parties recognize the Platform Operator as the Principal's authorized party to generate and transmit Requests to the Provider.

1.6. The rights and obligations under the assignment executed in accordance with the Agreement arise directly with the Principal.

1.7. The Provider shall organize the execution of the assigned actions from the moment of receipt of the Principal's Application.

1.8. The resolution of current issues is entrusted to authorized representatives of the Parties; document exchange is carried out via e-mail and/or via the Platform.

1.9. The Principal has the right to cancel the order, and the Provider has the right to withdraw from it before execution begins by written notice. Cancellation of the Order does not terminate the Agreement as a whole.

1.10. The Provider has the right to engage Suppliers and other third parties to execute the Principal's instructions without additional approval, while remaining responsible to the Principal for organizing the execution.

1.11. The Principal independently determines and communicates payment terms and refund policies to Third Parties. The Provider is not responsible for the content or compliance of the Principal's refund policies.

1.11.1. The Principal is responsible for the legality and implementation of returns to Third Parties; all obligations regarding returns are solely its responsibility.

1.11.2. When deciding on a refund, the Provider will arrange the refund based on the Principal's Refund Request; at the same time, the Principal will credit the amount of additional refund costs.

1.11.3. The remuneration of the Provider and the Platform Operator, as well as bank fees and costs for the initial payment (clause 1.2.1), are non-refundable.

2. FINANCIAL TERMS AND PAYMENT PROCEDURE

2.1. Acceptance of funds in Russian rubles from Third Parties is carried out by the involved Suppliers using their details.

2.2. Once the ruble funds are received in the Supplier's account, they are converted into baht (or other Request currency) and transferred to the Principal. The transfer is made within seven (7) calendar days from the date the Service is provided to Third Parties (the date of the Event), less the Provider and Platform Operator's fees.

2.2.1. Upon fulfillment of clause 1.2.2, from the moment of receipt of the Refund Request and the amount of additional expenses, the conversion of funds into rubles and transfer to the Third Party according to the details of the Refund Request is organized.

2.3. When fulfilling paragraph 1.2.1, the exchange rate for rubles to baht (or other currency) is determined by the payment provider's technical specifications at the time of the transaction and may differ from the official exchange rates of the Central Bank of the Russian Federation. The user is notified of the current exchange rate on the order placement page before the purchase.

2.3.1. When pursuant to clause 1.2.2, the exchange rate for baht (or other currency) to rubles is the rate set by the Provider and reflected in the Principal's Personal Account on the date of the transaction.

2.4. Funds received by the Supplier from Third Parties are transferred to the Principal according to his details within 7 (seven) calendar days from the date of provision of the Service (date of the Event).

2.4.1. The Principal undertakes to inform the Provider and the Platform Operator about the dates of the Event, cancellation or postponement.

2.5. The Principal pays a total remuneration in the amount of 7% of the amount of funds received from Third Parties in rubles, distributed between the Provider and the Platform Operator.

2.5.1. For organizing payment services (clauses 1.2.1, 1.2.2), the Principal pays the Provider a fee of 0.5% of the amount of received funds; the Provider uses this portion to settle accounts with the engaged Suppliers. This amount is deducted from the received funds and indicated in the Act (Report).

2.5.2. For information technology interaction, the Principal pays the Platform Operator a fee of 6.5% of the funds received. This fee is deducted from the funds received and transferred to the Platform Operator within 7 days of the Event date.

2.6. The Provider ensures daily reconciliation of transactions and provides the Principal (and the Platform Operator) with a Report (Act) containing information on accepted amounts, conversions, and remuneration within 3 business days of the Service's provision. If there are no objections after 2 days, the Report is considered accepted.

2.7. Unforeseen additional expenses under clause 1.2.1 are reimbursed by the Principal, withheld from the funds received and indicated in the Act.

2.7.1. Additional costs under clause 1.2.2 are agreed with the Provider and transferred by the Principal simultaneously with the Refund Request.

2.8. Funds are considered received by the Principal on the date and time of debiting from the Supplier's account.

2.9. The date of proper execution of orders under paragraphs 1.2.1 and 1.2.2 shall be considered the date of debiting funds from the Supplier’s account.

2.10. The total amount of the Agreement is determined by the combined amount of remuneration under all Acts and is approximately USD 10,000,000. The currency of the Agreement is the Russian ruble; settlements may be made in other currencies.

2.11. The repatriation (crediting) period for the remuneration amount is 30 calendar days from the date by which the remuneration payment obligations must be fulfilled. In the event of a delay, the Principal will compensate for any losses.

3. RIGHTS AND RESPONSIBILITIES OF THE PARTIES

3.1. The Provider is obliged to: (3.1.1) ensure that the engaged Suppliers properly accept funds from Third Parties in rubles, convert them into baht at the agreed Rate and transfer the amount to the Principal's account; (3.1.2) keep records of accepted payments and provide the Principal with Acts (Reports); (3.1.3) in case of return, ensure the conversion of baht into rubles at the rate of clause 2.3.1 and transfer to the Third Party; (3.1.4) notify the Principal of changes in details no later than 7 days; (3.1.5) annually provide a certificate of tax residency.

3.2. The Principal is obliged to: (3.2.1) notify of changes in details no later than 7 days; (3.2.2) bear full responsibility to Third Parties for the quality and fulfillment of obligations related to the payment received; (3.2.3) promptly provide reliable information for the acceptance and execution of payments.

3.3. The Platform Operator is obliged to: (3.3.1) ensure the protection of the confidential information of the Parties; (3.3.2) ensure the interaction of Third Parties with the Principal and the Principal with the Provider through the Platform; (3.3.3) based on the data of the Principal and the Provider, ensure the generation of a payment link (QR code) or other payment instrument by means of which funds are credited to the account of the engaged Provider; (3.3.4) annually provide a certificate of tax residency of the Principal; (3.3.5) ensure the identification of

Third Parties in accordance with the established procedure, in compliance with AML/CFT requirements and legislation on personal data.

3.4. The principal guarantees that the funds to be transferred are not obtained through criminal means and that its activities do not violate legislation on combating money laundering and the financing of terrorism.

3.5. The Principal confirms due diligence in relation to Third Parties, compliance with the law and the reality of the transactions.

3.6. The principal guarantees that measures have been taken to verify the legality of each payment and that the funds were received within the framework of legal civil transactions.

4. LIABILITY OF THE PARTIES

4.1. For late payment under the Application, the Provider, at the request of the Principal, shall pay a penalty of 0.01% of the overdue amount for each day of delay.

4.2. If the bank suspends payment, the Provider and Suppliers are not liable for the risks of retention (loss) of funds by the bank and other losses of the Principal.

4.3. The Provider, Suppliers, and Platform Operator do not verify the legitimacy of Third Party payments and are not liable for fraud, deception, unauthorized access, or theft of funds. Responsibility for verifying the legitimacy of payments and preventing fraud lies solely with the Principal.

4.4. If an Event is cancelled, postponed, or does not take place due to the Principal's fault or initiative, the remuneration calculated based on the Tickets sold will be paid in full. Third-party claims, including refunds, are the sole responsibility of the Principal.

4.5. The Provider and Suppliers are not responsible for the continuity, functionality and availability of the Platform provided by the Platform Operator.

4.6. The Provider and Suppliers are not responsible for the completeness, accuracy and timeliness of the information provided by the Principal and/or the Platform Operator.

5. TERM OF THE CONTRACT

5.1. The Agreement shall enter into force on the date of acceptance by the Principal and shall be valid for 1 (one) year, automatically extending for each subsequent year unless the Party notifies in writing of termination no later than 10 calendar days prior to the expiration of the term.

5.2. Early termination is permitted by agreement of the Parties, as well as by unilateral refusal of either Party.

5.3. A Party has the right to unilaterally terminate the Agreement by sending a notice 10 calendar days prior to the date of termination.

5.4. Upon termination of the Agreement, financial obligations that arose prior to termination shall remain in force until fully fulfilled.

6. FORCE MAJEURE

6.1. The parties are released from liability in the event of force majeure (natural disasters, government actions, military actions, blockades, epidemics, strikes, etc.). The party at risk must notify the other party within 10 calendar days.

7. NOTICES AND CORRESPONDENCE

7.1. Correspondence will be conducted via email specified in the Agreement or on the Platform. The parties recognize emails as official documents; no hard copy is required.

8. CONFIDENTIALITY

8.1. The Parties shall maintain the confidentiality of the data obtained during the execution of the Agreement ("Confidential Information").

8.2. The Parties shall take legal measures to protect Confidential Information from unauthorized access, transfer to third parties, copying and distribution.

8.3. Confidentiality obligations shall remain in effect for 3 (three) years after the termination of the Agreement.

9. PERSONAL DATA OF THIRD PARTIES AND THE PRINCIPAL

9.1. The processing of personal data of Third Parties and the Principal is carried out in accordance with the legislation of the Parties' countries of residence on the protection of personal data and the Personal Data Processing Policy posted on the Platform.

9.2. The Platform Operator acts as the controller of the personal data of Third Parties and the Principal when they interact with the Platform. The technical payment provider processes payment data on behalf of the controller and engages Suppliers as processors (subprocessors). Suppliers act as independent controllers in fulfilling their own regulatory obligations (KYC/AML).

9.3. The parties shall take legal, organizational and technical measures to protect personal data from unauthorized access, modification, blocking, copying and distribution.

10. TECHNICAL INTEGRATION AND INTERACTION

10.1 General procedure for interaction

10.1.1. The Principal registers and creates a Personal Account on the Platform at the address*[lotusarena.life]*.

10.1.2. After registration and acceptance of the offer, the Principal gains access to the Personal Account functionality for submitting Applications to the Provider.

10.1.3. The Principal posts information about the Event (name, date, time, Ticket price and other data) on the Platform.

10.1.4. Based on the Principal's data, the Platform's software functionality generates a unique payment link (and/or QR code) for each Event or Ticket.

10.1.5. The Platform Operator transfers the Principal's Application to the Provider with payment identification data.

10.1.6. The Provider ensures the technical capability to accept payments via the received payment link through the engaged Suppliers. The Provider is not responsible for the content or accuracy of the Application data.

10.1.7. Third parties make payments via a payment link (QR code). Funds are credited to the engaged Supplier's account.

10.1.8. Information about received payments is accumulated on the Platform and displayed in the Principal's Personal Account.

10.2. API Interaction

10.2.1. Interaction occurs through the API of the Parties' information systems; notifications within the API are considered to have been received from the respective Party. Each Party ensures the security of its systems.

10.2.2. The parties share the necessary information and API access within the scope of the technical integration; they are subject to confidentiality requirements.

10.2.3. The Platform Operator places on the Platform tools for the Principal to send instructions under paragraphs 1.2.1, 1.2.2.

11. APPLICABLE LAW AND DISPUTE RESOLUTION

11.1. The relations between the Parties and the interpretation of the Agreement shall be governed by the law of the Kingdom of Thailand.

11.2. Any dispute shall be resolved in court at the place determined in accordance with clause 11.1.

11.3. The parties comply with the pre-trial procedure: the party receiving the claim sends a response within 20 calendar days.

12. OTHER CONDITIONS

12.1. The terms of the confirmed Application take precedence over the terms of the Agreement.

12.2. Changes and additions are formalized by additional agreements, unless otherwise provided by the Agreement.

12.3. All appendices and additional agreements are integral parts of the Agreement.

12.4. The agreement is drawn up in Russian; the Russian version shall prevail when translated.

12.5. The parties acknowledge the legal force of documents and information transmitted via electronic channels and the equal force of a handwritten, facsimile signature and its equivalent.

Technical Payment Provider: ARBI Exchange Co., Ltd. • Platform Operator: Phuket Music Industry Co., Ltd. •*[lotusarena.life]*

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