

Agreement effective as of the 1st of December 2018

**KoronaPay Money Transfer
(Money Transfer Service Agreement)
(the Offer)**

1. GENERAL PROVISIONS

This agreement named KoronaPay Money Transfer (Money Transfer Service Agreement) (hereinafter referred to as the “Offer”) is a public offering of the Credit Union “Payment Center” (Limited Liability Company), CBR License No. 3166-K dated April 14, 2014 hereinafter referred to as the “Payment Center”, to legal entities (including foreign banks and companies) entitled to perform money transfer transactions (as part of banking business, *inter alia*) in accordance with the law of country of their origination (incorporation) to enter into an agreement acting as a Company. Hereinafter the Payment Center and the Company shall be collectively referred to as the “Parties” and separately as the “Party”.

This Offer contains all terms of the executed agreement. Accedence to the Offer (signing the agreement hereunder) shall be performed by signing the Agreement on accession in accordance with article 428 of the Civil Code of the Russian Federation. The offer shall be valid until it is withdrawn by the Payment Center.

The Offer is placed in the Internet at www.rnko.ru. This Offer incorporates Supplements, including Tariffs and Rules of the Service as integral parts. General provisions of the Offer constitute a Framework Cooperation Agreement determining obligations of the Parties upon provision of money transfer services to Clients (hereinafter – Framework Agreement) that may be clarified and specified by the Parties in separate agreements (including Rules of the Service in case it is stated that Service Rules are a separate agreement), applications or otherwise (in case provided for by the Offer) under or in compliance with the Framework Agreement (including, by acceding to the Service Rules if corresponding Service Rules provide for signing Service Rules as a separate agreement). Unless otherwise is established by the Service Rules, accession agreements and requests, relations of the Parties that are not settled by separate agreements (Service Rules/accession agreements), including cases when they are not signed, shall be governed by general terms of the Framework Agreement. This Offer is not the public agreement.

For the purpose of this Offer, Service shall mean a payment service with the terms and procedures for cooperation of the Parties aimed to provide the Client with money transfer services, and scheduled by respective Service Rules.

For the purpose of this Offer, Service Rules shall mean: 1) a separate agreement signed to specifying and/or elaborating the Framework Agreement; 2) additional or special terms of performing a Money Transfer. Service Rules are an integral part of the Offer and may establish any legal relations for cooperation of the Parties. In case Service Rules represent a separate agreement (if Service Rules provide for this) such agreement shall be entered in the order established by Service Rules, including the option of Company sending a request to accede to the Service Rules; if Service Rules contain a definite order of conclusion, acceding hereto shall not mean automatic accedence to such Service Rules also.

2. TERMS AND DEFINITIONS

2.1. Banking Day – a calendar day starting from 00-00 till 24-00 of the current working day Novosibirsk time, except weekends and legal holidays in Russia.

2.2. Client – an individual and/or a legal entity (unincorporated entrepreneur) that signed an agreement with one of the Parties to receive money transfer services (where a Client can act as a sender or a receiver). A Client can act as a sender or a receiver within the same Money Transfer. In cases expressly established in this Offer, the Parties shall have a right to deny a money transfer sending if a receiver is not a Client and a Money Transfer is performed by way of interbank settlements between a Party and a money transfer operator/foreign bank.

2.3. “BeSafe” Corporate Information System (hereinafter referred to as the “BeSafe CIS”) - *This term is not applied to the Company.*

2.4. Consumer Fee – remuneration of the Company charged from a Sender for the service of sending a money transfer to a Receiver by the Sender’s request. The Consumer Fee is not included into the Transfer Amount, except for the cases provided for by the Offer, when the Consumer Fee is not charged from a Sender and a respective remuneration of the Company is paid by the Payment Center.

2.5. Public Key – *This term is not applied to the Company.*

2.6. Private Key - *This term is not applied to the Company.*

2.7. Money Transfer Control Number – a unique number of a transaction on transfer of funds from a sender to a receiver, assigned by the Payment Center.

2.8. Authorization Limit – a maximum amount of all Transfer Amounts that may be accepted by a Company during one Banking Day and the respective remuneration of the Payment Center. Authorization Limit shall be established for each of the Transfer currencies. Authorization Limit

is set in the form of Account Authorization Limit for the Company that has an Account with the Payment Center or as the total sum of all Transfers paid out during a current day together with the remuneration of the Company for payout of Transfer during a current day and the Remaining Funds (in case the obligation to keep Remaining Funds is established by the Agreement on accession hereto)/ Advance (in case the obligation to keep Advance is established by the Agreement on accession hereto), - for the Company that has no Account with the Payment Center. Authorization Limit procedure applied to the Company may be amended by the Payment Center in accordance with civil procedures.

2.9. Account Authorization Limit – *This term is not applied to the Company.*

2.10. Remaining Funds – amount of the monetary funds of the Company determined in the Agreement on accession hereto, cumulated on an accrual basis from the amounts of the Payment Center Obligations calculated in accordance herewith and the amount of an Advance, within the limits of which the Company has a right to accept Transfers. The amount of Remaining Funds shall not be transferred to the Company during the term of the Offer and shall be withheld by the Payment Center from the amount of monetary funds to be transferred to the Company. The Remaining Funds amount can be changed daily, but only on the Settlement Day/Settlement Time, it cannot exceed the limit established in the Agreement on accession to this Offer. Interest shall not be accrued on the amount of Remaining Funds and the Remaining Funds shall not be considered by the Parties as an encumbrance.

2.11. Advance – an amount of Company's monetary funds accepted by the Payment Center from the Company in order to increase the amount of Remaining Funds or establish Authorization Limit. The Advance shall be accounted for separately in each of Transfer currencies and shall not be considered as an encumbrance.

2.12. Maximum amount of Payment Center obligation means an amount of monetary funds payable to the Company, which the Payment Center has a right not to transfer to the Company under clause 11.5.3 of the Offer. Maximum amount of the Payment Center obligation shall be set of the Payment Center obligation in US dollars and euro in the amount: USD 30,000 (thirty thousand), EUR 20,000 (twenty thousand). The Payment Center shall not take into account Maximum amount of Payment Center obligation upon setting Authorization Limit for the Company. Maximum amount of Payment Center obligation is applicable in the absence of the Account.

2.13. Official Notification – information in the electronic form (electronic request in XML-format) signed by an Digital Signature. The Official Notification shall be considered to be an electronic document equivalent to a paper document signed manually.

2.14. Transfer – actions taken by one Party to transfer funds without opening a bank account under a request of a Sender to be paid out to a Receiver by another Party, or to a receiver which is not a Client by the third party under a request of a Party (through performing of interbank settlements between a Party and money transfer operator/ foreign bank) A Bank Transfer, a Mobile Transfer and a Transfer with conversion shall also be treated as a Transfer under the Offer unless expressly provided to the contrary.

2.15. Transfer with conversion – a Transfer in which a sending currency differs from a payout currency. Transfer conversion is performed in accordance with an exchange rate established by the Payment Center at the moment of acceptance or payout of the Transfer. The Payment Center has a right at any time in its sole discretion to change the exchange rate by way of placing respective information in the software.

2.16. Bank Transfer – *This term is not applied to the Company.*

2.17. Software – hardware and software complex, a set of hardware components and software tools (including those determined by the Service Rules) applied by the Parties for electronic messaging in order to make a Transfer and/or to transfer other information upon cooperation with the Company to fulfill obligations under the Offer and/or Service Rules. The Software is used to create Bank Orders, Official Notifications and other electronic messages necessary for the Parties to communicate.

2.18. Agent – registered structural subdivision of the Company (a group of Company's employees performing Money Transfers on behalf of the Company and other actions hereunder) or a registered foreign organization that has signed an agreement with the Company on acceptance and payout of Money Transfers. To register an Agent shall file an application in the form specified in the Appendix hereto. An Agent does not participate in settlements hereunder. Settlements under transactions performed via the Agent shall be made by the Company that has registered an Agent. The Company shall also be liable for actions taken by the Agent.

2.19. Company's Order – electronic message created by the Payment Center on behalf of, at the expense of, and by order of the Company under the Official Notification in order to make a Transfer.

2.20. Public Key Certificate (Certificate) – *This term is not applied to the Company.*

2.21. System Log – an e-document developed and used in the Software and intended for uninterrupted registration of actions taken by the Company and the Payment Center that require identification of representatives of the Parties, as well as for registration of all electronic documents participating in information exchange between the Parties, including: access while logging in, completion of work, request-response exchange for transmission of information provided for herein between the Parties, transmission of other information provided by the Service

Rules, errors occurred and other events. The System Log shall be automatically maintained in e-form on an ongoing basis. The System Log format prevents modification and deleting records on registered actions as well as entering records using methods that are not provided in the Software technology. The System Log is maintained in order to detect situations connected with unauthorized actions, monitor actions to control, settle disputable and conflict situations related to the Company and the Payment Center's operation. The Parties agree that the information stored in the System Log is reliable and can be used for resolution of disputes.

2.22. Transfer Amount – an amount of funds accepted from the Sender to send a Transfer excluding any respective Consumer Fee, or an amount payable to a Receiver;

2.23. Account – *This term is not applied to the Company.*

2.24. Digital signature – information in electronic form attached to information in electronic form (information to be signed) or otherwise connected to such information and used for verification (identification) of a person, signing the information.

2.25. Mobile transfer – *This term is not applied to the Company.*

2.26. Register – a document in the electronic form signed with a digital signature of the Payment Center containing amounts of definite net positions of the Parties.

2.27. CFT ID Corporate Information System (hereinafter referred to as “CFT ID”) – a corporate information system designed to ensure contractual and technologic conditions necessary to create and develop financial and information electronic services, it represents a complex of software, information and hardware support and ensures e-document management under the rules of e-document management of CFT ID corporate information system established by the Center of Digital Certificates (<http://service.cft.ru>).

2.28. Addressed transfer – *This term is not applied to the Company.*

3. SUBJECT

3.1. This Offer defines the rights and responsibilities of the Parties in regards to performance of Transfers including: 1) additional and/or special terms established by Service Rules, 2) terms and conditions of Payment Center's business as the issuer of international e-money system in the order established by legislation of the country where such business is performed, 3) terms and procedures for attracting the Company as the agent and banking payment agent, the Company performing business as the agent and banking payment agent in the territory of the country of its incorporation, agent and banking payment agent distributing electronic means of payment and/or bank prepaid card solution, 4) terms and procedures for the Company providing client acquisition services to the Payment Center, 5) terms and procedures for other interaction of the Parties in order to provide retail money transfer services to the Clients.

This Offer does not determine the terms and procedures for settlements related to Transfers between the Accounts of the Companies in the Payment Centre, except for the cases provided by the Offer that additionally govern relations of the Payment Center and the Company under the Account agreement.

3.2. Service Rules establish additional and/or special terms for Money Transfers and may specify and/or clarify terms and/or conditions in order to manage cooperation of the Parties provided for by General Provisions of the Offer (Framework Agreement) under the subject hereof. The Payment Center has a right to amend the terms of the Offer in order to introduce additional Services hereunder.

3.3. The Company can perform Transfers with or without opening an Account. Depending on existence of an Account, the amount of funds that a Company has obligation to transfer shall be determined by respective Authorization Limit.

3.4. The Parties shall have a right to contact the third parties for performance hereof, but they shall stay solely liable for the actions of such third parties, except for the cases when the Offer and/or Service Rules prohibit attracting third parties (delegation of powers).

4. AGREEMENT PROCEDURE. GENERAL PROVISIONS

4.1. To cooperate under the Offer a person intended to accede thereto shall review all the terms officially provided at www.rnko.ru and provide the Payment Center with documents in the appropriate form, the list of documents is officially provided at the website www.rnko.ru.

4.2. Accession of the Company to the Offer is made by signing an Agreement on accession between the Company and the Payment Center after the documents provided by the Company are recognized by the Payment Center as being appropriate and sufficient for signing the Agreement on accession. In case that any amendments to the documents provided to the Payment Center upon conclusion of the Agreement on accession are made the Company shall provide the Payment Center with the documents confirming such amendments within the period of no more than 30 days following such amendment. By acceding to this Offer the Company agrees that the Framework Agreement defines general terms for cooperation of the Parties regarding Money Transfers, which may be amended by the Service Rules and by sending requests by the Company to the Payment Center or signing separate agreements or otherwise.

4.3. Following is a special provision concerning the terms of accession to the Offer by money transfer operators that have signed agreements on participation in the Payment service "Zolotaya Korona" – Money Transfer" of the Payment System "Zolotaya Korona" prior to the entry of this Offer into force: - *This clause is not applied to the Company.*

4.4. The Companies may accede to the Offer with the following statuses:

- ✓ A Company providing services to a Sender;
- ✓ A Company providing services to a Receiver;

4.4.1. When performing Transfers, the Payment Center shall have a right to act as a Company. The Parties shall have a right to combine statuses under the Offer.

5. SOFTWARE

5.1. The Payment Center hereby grants the Company a royalty-free non-exclusive license to use the Software in the performance of Money Transfers. The license granted under this section shall be terminated simultaneously with the termination of the Offer for any reason.

5.2. In respect of the provided Software the Company shall not have the right to:

- 5.2.1. modify or correct the Software anyway or make any other actions that can lead to any changes of the Software by itself or with the assistance of the third parties;
- 5.2.2. provide the Software and any data related thereto to the third parties, announce, publicly disclose, distribute or otherwise make it available to the third parties;
- 5.2.3. use the Software for the purposes inconsistent with the Transfer.

6. DATA PROTECTION REQUIREMENTS

6.1. The Parties (and their bank payment agents) shall ensure protection of information upon performing Transfers in accordance with CBR Regulation No. 382-P “On requirements to protection of information upon transferring funds and on CBR control of compliance with the requirements to protection of information upon performance of money transfers” dated June 9, 2012”.

6.2. Data protection procedure shall be determined independently by each Party in accordance with legislation of the Russian Federation and/or foreign legislation applicable to the Party in accordance with clause 6.3 of the Offer. The Company shall specify in its documents: the list and order of implementation of technical and organizational measures of data protection including information on configuration data of technical measures determining their operating conditions; procedure for registration and storage of information in paper and (or) in electronic format confirming implementation of all appropriate organizational and technical measures of data protection.

6.3. Access to the Software shall be performed with the use of personal user accounts. Selection passwords to user accounts the following criteria are applied:

- 6.3.1. not less than 8 symbols (numbers and letters);
- 6.3.2. password change interval – at least once every 60 days;
- 6.3.3. password protection upon storage and in the course of operation;

6.3.4. ongoing event logging and information securities;

6.3.5. regular Software updating.

6.3.6. To protect information upon performing Transfers, the Parties shall use:

6.3.6.1. means of cryptographic information protection to encrypt protected data while transferring it through publicly available communication channels in accordance with the requirements of legislation, regulations of the Federal Security Service of the Russian Federation and technical documentation for data encryption tools;

6.3.6.2. cryptographic tools for creation and checking Digital signature with regular updating of private and public keys in compliance with applicable legal requirements related to Digital signature;

6.3.6.3. Firewalling tools to protect the Software from external network implementing the following functions:

- ✓ Traffic analysis and filtering in accordance with the firewall rules;
- ✓ Blocking of connections not complying with the firewall rules;
- ✓ Blocking of direct connections from external network to protected resources;
- ✓ Security segmentation;

6.3.6.4. means of intrusion detection and prevention (if available);

6.3.6.5. vulnerability analysis (if available).

The Parties shall use specified technical tools in accordance with operating documentation for therefor.

6.4. The Parties shall perform regular training of the staff on data protection and procedures for application of organization and technical data protection measures.

6.5. The Company is recommended to ensure compliance with PCI DSS international standard requirements.

7. ELECTRONIC DOCUMENT INTERCHANGE

7.1. Each Party is to in accordance with applicable legislation of the Russian Federation and this Offer/ Service Rules to use the Digital signature tools upon execution and sending the documents connected with legal relations under the Offer/ Service Rules.

Clauses 7.2-7.3. are not applied to the Company.

7.4. When technically possible the Parties may agree upon another procedure of e-document interchange under the rules of corporate information System “CFT ID” (CFT ID Rules) placed in the Internet on <http://service.cft.ru> or a separate agreement.

7.4.1. Execution of an Agreement on accession by the Company intending to use the Digital signature for the purposes established by the Offer shall confirm accession to the Rules of CFT ID. Signing Service Rules, defining the use of the Digital signature in accordance with CFT ID

Rules for the Service Rules, as a separate agreement shall also confirm agreement of the Parties to use Digital signature with the purposes established by the Service Rules. The Parties confirm that e-documents used between the Company and the Payment Center signed with the digital signature of CFT ID corporate information system are as valid as the paper documents signed and sealed in person.

7.4.2. In case of cooperation under CFT ID Rules, the Company shall:

7.4.2.1. check the data specified in and employee's request on receipt of Public Key;

7.4.2.2. ensure the procedure for identification and authentication of an employee or another authorized person of the Company as a user using a Digital Signature upon cooperation between the Parties;

7.4.2.3. Follow the procedure of creation and usage of the Digital signature upon exchange of information and the applicable mode for non-disclosure of respective data.

7.5. The Company shall bear all the Digital Signature risks (Private and Public Keys), taking into consideration, *inter alia*, potential opportunity of unauthorized usage of Digital signature tools, undue performance of obligations by the Company's employees obliged to keep the Digital signature safe and confidential or capturing of information transmitted through communication channels.

7.6. The Payment Center shall not be liable for any consequences of execution of e-documents signed by a Digital signature of the Company's authorized employees, in cases when the Payment Center has taken required measures, but could not ascertain a fact, that the document was sent by an unauthorized person.

7.7. In case the Company contests actions provided for herein, the Company shall send a claim to the Payment Center. If a System Log contains a record proving actions taken by the Company, the Payment Center shall within 10 (ten) days send a response to the Company containing the attachment of a record from the System Log. If the System Log does not contain such a record, the Payment Center shall within 10 (ten) days notify the Company on such fact, therewith the Parties shall take reasonable measures to resolve the dispute.

7.8. The e-document without a Digital Signature or in a format different from that established herein, shall not be considered legal under this Offer.

7.9. In case of conflict (unconfirmed authenticity of an e-document, claimed creation/sending of an e-document as well as any other cases of conflict situations related to e-document management hereunder), the Company shall within 1 (one) business day (from the day the Company knew or should have known that its right has been infringed) send a notification on a conflict situation to the Payment Center. The Payment Center shall immediately, but not later than within the following business day check if there are any circumstances proving the fact of occurrence of a conflict

situation and send the report on the results of his audit and, if necessary, measures taken to resolve the conflict, to the Company.

7.9.1. The conflict shall be considered to be resolved in the normal course of business, if the Company is satisfied with the information received from the Payment Center.

7.9.2. In case the Company is not satisfied with the information received from the Payment Center, the Company shall send a claim to the Payment Center in accordance with clause 7.7 of this Offer.

7.10. Payment Center shall not be liable for the Company's losses due to:

7.10.1. illegal access to the Software by an unauthorized employee of the Company;

7.10.2. Company's Digital signature key compromise;

7.10.3. unqualified service, improper usage or defects of the Software on the part of the Company, including software upgrade unagreed with the Payment Center.

8. RIGHTS AND OBLIGATIONS OF THE PARTIES

8.1. The Company has a right to:

8.1.1. Timely receive sufficient access to the Software in order to receive information and technical services and organize settlements to duly perform obligations hereunder;

8.1.2. File requests on changing status under the Offer;

8.1.3. Submit offers to the Payment Center on improvement of cooperation under the Offer, implementation of new alternative services;

8.1.4. Submit claims connected with the operation under the Offer.

8.1.5. Exercise other rights under the Offer, Service Rules or other agreements signed with the Payment Center.

8.2. The Company shall:

8.2.1. Comply with all requirements established in the Offer and local documents hereunder, effective legislation of the Russian Federation and the laws of country of incorporation. Receive all necessary permits, approvals, licenses required to operate under the terms of the Offer;

8.2.2. From the moment of accession to the Offer and until termination of the Agreement, operate under the Offer and provide services to the Clients in accordance with the rights and obligations specified in the Offer. The Company shall provide services to all Clients until termination of Agreement on accession;

8.2.3. Regularly revise the Offer, including Applications, Service Rules, Tariffs and local documents under the Offer, ensure that the staff and other persons involved to operate under the Offer, are in full compliance therewith;

8.2.4. Assist the Payment Center in settlement of disputes, at the written request of the Payment Center within 7 (seven) business days provide all available documents and files listed in the request to the extent not contradicting legislation of the Russian Federation in force;

8.2.5. Comply with financial terms provided herein;

8.2.6. In case of termination of the Agreement on accession perform all settlements of obligations with the Payment Center, remove all trademarks and logos, stop using and/or on the resolution of the Payment Center liquidate all promotional materials provided by the Payment Center;

8.2.7. *This clause is not applied to the Company.*

8.2.8. Comply with the effective currency legislation of the Russian Federation and the country of incorporation of the Company and legislation on counteracting legalization (laundering) of illegal proceeds and terrorism financing. In order to comply with the effective AML/FT legislation In order to comply with the effective AML/FT legislation, observe the rules of compliance-control established by the Payment Center, and the local document of the Payment Center containing complex of required AML/FT control measures;

8.2.9. Charge no fees related to receipt of Transfers from the Client unless otherwise established by legislation of the Company's country of incorporation;

8.2.10. Ensure complete confidentiality of the information connected with the Offer and cooperation with the Payment Center.

8.2.11. Arrange risk management system and perform risk management in accordance with the law of the Russian Federation, regulations of the Bank of Russia and/or the country of regulator's country of incorporation.

8.2.12. Ensure compliance with actual data regarding Location provided upon its registration and during the term of the Accession Agreement and inform the Payment Center in case provided data is amended;

8.2.13. Perform other obligations upon cooperation under the Offer, Service Rules or other agreements with the Payment Center.

8.3. The Payment Center has a right to:

8.3.1. Make decisions regarding denial or approval of accedence of a legal entity as a Company to the Offer;

8.3.2. Design and register trademarks and rules for their usage;

8.3.3. Develop in-house documents and recommendations on cooperation under the Offer for the Companies;

8.3.4. Design and implement marketing campaigns, researches and other events under the Offer or certain Services held individually by the Payment Center and with the assistance of Companies cooperating under the Offer;

8.3.5. Select a territory and a country to operate under the Offer and decide on the start and end dates for the Service operation in the specific territory or country;

8.3.6 Unilaterally out of court make decisions on suspension or termination of performance of a legal entity as a Company under the Offer in case a Company breaches the terms of the Offer (including a single breach), and notify the Company after suspension/termination of its performance under the Offer unless another procedure is established by the Offer.

8.3.7. Exercise other rights under the Offer, Service Rules or other agreements with the Company.

8.4. The Payment Center shall:

8.4.1. Provide the Software to the Company under the terms established in the Offer;

8.4.2. Control proper and timely performance of obligations hereunder by the Company;

8.4.3. Ensure data protection upon performance of Transfers in accordance with CBR requirements approved by federal executive authorities;

8.4.4. Determine the terms of financial cooperation under the Offer;

8.4.5. Provide informational and technological cooperation between the Parties.

8.4.6. Coordinate performance of the Parties related to risk estimation and management under the Offer in order to reduce the risk of adverse effects and minimize risk-related losses.

8.4.7. Perform other obligations upon cooperation under the Offer, Service Rules or separate agreements signed with the Company.

9. GENERAL PROVISIONS ON TRANSFERS

9.1. Transfers and settlements under the Offer shall be performed in the following non-cash settlement forms: settlements by payment orders, settlements in the form of money transfers by receiver's request (direct debiting). The following settlement (payment) documents shall be applied: payment order, payment request, payable voucher and in cases established by a bank account agreement – other types of settlement (payment) documents.

9.2. The Company shall itself determine the type and terms of an agreement with the Client in compliance with legislation of the Russian Federation or the country of Company's incorporation. The Company shall be liable for compliance with the effective legislation of the Russian Federation or the country of Company's incorporation upon creation of the relationship with the Client.

9.2.1. An agreement signed between the Company and the Client shall provide for:

9.2.1.1. maximum Transfer amount;

9.2.1.2. obligation of a Sender to notify a Receiver on sending a Transfer, except for a Bank and Mobile Transfer;

9.2.1.3. right of a Sender to modify Receiver's details at any time prior to Transfer payout to a Receiver or crediting a Bank Transfer to a Receiver's account;

9.2.1.4. right of a Sender to terminate an agreement and return the funds transferred to the Company hereunder at any time prior to Transfer payout to a Receiver or crediting a Bank Transfer to a Receiver's account.

9.2.1.5. right of a Sender to receive a Transfer in the role of a Receiver at any time prior to Transfer payout. Transfer payout to a Sender acting as a Receiver is possible only upon simultaneous prior consent of a Sender obtained upon receipt of a Client's request and successive filing of a payout request by a Sender acting as a Receiver;

9.3. A Transfer shall be performed in Russian roubles and in foreign currency in accordance with the terms hereof, agreements between the Parties, bank account agreement, CBR regulatory acts and effective legislation of the Russian Federation.

9.4. In order to perform a Transfer the Parties ensure informational and financial cooperation representing execution of Company's Orders.

9.5. In order to perform Transfers the Parties shall be obliged to protect personal data of individual Clients and data on Transfers.

9.5.1. The Company is a processor of personal data of a Client accepted for servicing in the Company.

9.5.2. The Company processing personal data of a Client being an individual shall request Client's consent to processing personal data by the Parties and third parties attracted by the Payment Center, and other required permits (consents), *inter alia*, for provision information on a Transfer for the purposes specified herein, and be governed by regulatory acts and regulations on protection of personal data established by legislation of the Russian Federation and the Company's country of incorporation.

9.5.3. In order to perform a Transfer and to provide other banking services to a Client being an individual, the Parties shall provide and request processing of Clients' personal data, including information on the Transfer, and provide Client's personal data and/or access thereto to provide other banking services to the Client. Processing of personal data and information on the Transfer is performed with automated equipment and/or without it and implies collecting, recording, classification, gathering, storage, elaboration (updating, modifying), extraction, utilization, transfer (distribution, provision, access), locking, deleting and destroying personal data. The Parties shall keep personal data strictly confidential and provide security of personal data upon processing, including information on Transfer.

9.5.4. The Payment Center has a right to limit access to personal data of Clients being individuals processed under the Offer, except personal data processed by the Company itself.

9.5.5. In order to perform a Transfer in compliance with the effective legislation of the country of Transfer Amount payout, the Payment Center shall have the right to use the Software to ensure Transfer details are supported with required additional data specified by the Client being an individual and processed as well. The Payment Center shall not be liable for reliability of information on a Transfer specified by a Sender.

10. This section is not applied to the Company

11. TRANSFER SENDING AND SETTLEMENT PROCEDURE IN CASE NO ACCOUNT IS OPENED

11.1 Transfer Send Transactions in case no Account is opened:

11.1.1. Amount of monetary funds within the limits of which the Company shall have a right to accept Transfer Amounts and the respective Customer Fee (except for the cases when the Customer Fee is not charged from the Sender) without opening an Account, shall be determined by the Authorization Limit. The Authorization Limit in each of Transfer currencies per one day shall be calculated according to the following formula:

$L = (\sum x + \sum y) + l$, where:

L - Authorization Limit per one day (including amount of remuneration of the Payment Center);

$\sum x$ – Amount of all Transfers paid out during a current day;

$\sum y$ – Remuneration of the Company for Transfers paid out during a current day;

l – Remaining Funds held by the Company at the beginning of the day when the Transfer is accepted.

11.1.1.1. Authorization Limit calculation procedure applied to the Company can be amended by the Payment Center unilaterally out of court by sending a respective notification. Payment Center has a right to set an Authorization Limit for the Company that corresponds to a respective amount of monetary funds in a selected currency of a Money Transfer in the amount specified by the Payment Center in the notification according hereto.

From the date stated in the notification the Authorization Limit calculation procedure is considered to be agreed, and the procedure of performance of the Obligations of the Payment Center and the Company in corresponding currency is specified in clause 11.7. hereof.

11.1.2. When the Sender applies to the Company to send a Transfer Amount, the Company shall start the Transfer procedure and, in case the Authorization is successful, collect from the consumer the Transfer Amount and the Consumer Fee. Authorization shall be performed as follows:

11.1.2.1. Authorization shall be deemed successful if the total sum of the Transfer Amount and the respective remuneration of the Payment Center together with the Transfer Amounts and the respective remunerations of the Payment Center that were authorized earlier during the current Banking Day, does not exceed the Authorization Limit in a respective currency. In this case the

Company shall accept the Transfer Amount and the respective Consumer Fee and shall be obliged to transfer the Transfer Amount and the respective remuneration of the Payment Center to the Payment Center (hereinafter referred to as the “Company’s obligation”).

11.1.2.2. Authorization shall not be deemed successful if the total sum of the Transfer Amount and the respective remuneration of the Payment Center together with the Transfer Amounts and the respective remunerations of the Payment Center that were authorized earlier during the current Banking Day, exceeds the Authorization Limit in a respective currency. In such case the Company shall not start the Transfer procedure and shall not accept the Transfer Amount or any Consumer Fee.

11.1.3. The Company shall perform Transfers on its own behalf.

11.1.4. In case the Authorization is successful, the Company shall use the Software to create and provide the Payment Center with the Official Notification on acceptance of the Transfer Amount and a request for Transfer registration, containing, *inter alia*, the following data:

11.1.4.1. Money Transfer Control Number;

11.1.4.2. Sender’s first, middle and last name (except as otherwise provided in the law or national custom);

11.1.4.3. Receiver’s first, middle and last name (except as otherwise provided in the law or national custom);

11.1.4.4. Transfer Amount;

11.1.4.5. Amount of Remuneration of the Payment Center.

11.2. Transfer Receive Transactions in case no Account is opened:

11.2.1. When the Receiver applies to the Company to receive a Transfer Amount, the Company shall ask the Receiver to provide the Money Transfer Control Number and check if the Transfer Amount is available and ready for payout via the Software.

11.2.2. In case the Transfer Amount is ready for payout, the Company shall check the Client’s identity by checking client’s ID required to perform money transfers under effective legislation of a country where the Transfer Amount is paid out (thereupon the discrepancies in spelling of the first, middle and last name shall be acceptable in accordance with general rules of transliteration). In accordance with the terms of Money Transfer in order to identify the Client, Software settings may provide for additional data specified by the Client until the Transfer is paid out.

11.2.3. In case the authorization is successful, the Company shall pay out the Transfer Amount in cash in the currency of Transfer Amount. Another form of Transfer Amount payout shall be possible upon approval of the Payment Center. The Company shall not have the right to:

11.2.3.1. charge any payment, fee or any other remuneration of any kind from a Client;

11.2.3.2. motivate a Client to accept any additional services in order to receive a Transfer Amount, including, but not limited to, opening an account, receiving a card or carrying a currency exchange transaction.

11.3 The Company shall create in the Software and transfer to the Payment Center an Official Notification on Transfer Amount payout and a request for Transfer payout, containing, *inter alia*, the following data:

11.3.1. Money Transfer Control Number;

11.3.2. Sender's first, middle and last name (except as otherwise provided in the law or national custom);

11.3.3. Receiver's first, middle and last name (except as otherwise provided in the law or national custom);

11.3.4. Transfer Amount.

11.4. Official Notification on Transfer Amount payout shall oblige the Payment Center to transfer the Transfer Amount and the corresponding remuneration of the Company (hereinafter – “Payment Center Obligation”) to the Company. The Payment Center Obligation shall be accounted and performed separately for each of the Transfer currencies.

11.4.1. In cases when the Consumer Fee is not charged from a Sender, the Payment Center Obligations shall additionally include the respective remuneration of the Company for sending the Transfer Amount.

11.4.2. Upon termination of an agreement between the Company and the Sender and repayment of funds transferred to the Company hereunder, funds in the amount of a Money Transfer and a respective remuneration of the Company for transfer sending, shall be repaid to the Company providing services to the Sender by including them into Payment Center's Obligation. When a Consumer Fee was not charged from a Sender and a respective Company's remuneration for transfer sending was paid by the Payment Center, the amount of specified remuneration shall be included into the Company's Obligation in such amount and currency as in was paid to the Company by the Payment Center.

11.5. Settlement procedure in case no Account is opened (performance of Payment Center's Obligations and Company's Obligations) and the Authorization Limit was applied in accordance with clause 11.1.1. hereof:

11.5.1. Transfer accounting, calculation of remuneration of the Company, Payment Center Obligations and Company Obligations shall be performed within a settlement period. In the Agreement on accession the Parties may set various settlement periods at a time for Transfers in different currencies.

The settlement period shall be calculated in calendar months, days or hours and shall be defined in the Agreement on accession/separate agreement hereto. In case the settlement period is calculated in hours, the Parties shall accept the Novosibirsk time. In case the settlement period is calculated in calendar months, each settlement period shall start on each first day of calendar month and end on the latest day of such calendar month, and in case the last day of calendar month is a non-banking day for the Payment Center, the settlement period shall start from the first day of calendar month and end on the latest of non-banking days following the latest non-banking day of such calendar month. The Settlement period may last incomplete calendar month in case the Agreement on accession is executed in such a way that beginning of the settlement period does not fall on the first day of a calendar month, or the Agreement on accession is amended/terminated so that the date of amendment/termination falls not on the latest day of calendar month. The settlement period may last incomplete calendar month or exceed a calendar month in case the beginning of the settlement period does not fall on the first day of a calendar month and/or termination of the settlement period falls not on the latest day of a calendar month.

In case the settlement period is calculated in calendar days, each Banking Day shall be a settlement period, if the Agreement on accession/separate agreement does not imply a longer settlement period (containing of several Banking days); in case the Banking day is followed by a nonbanking day (days), the settlement period shall start from such Banking day, include all nonbanking days and end on the latest of nonbanking days.

In case the Parties agree on the settlement period consisting of several Banking days, the first settlement period shall start from the date of execution of the Agreement on accession/ separate agreement and end on the respective Banking day when the settlement period is ended. The second and successive settlement periods shall start from the Banking day following the day when the first and successive settlement periods ended.

In case the settlement period is calculated in hours, the settlement period shall mean time intervals of each Banking day of the Payment Center calculated in hours specified in Agreement on accession/separate agreement; thereupon the latest settlement period in the Banking day shall begin in the respective moment of the current Banking Day and end in a respective moment of the following Banking Day and if the Banking Day if followed by a nonbanking day (days), such settlement period shall end in a respective moment of the first Banking Day following the nonbanking day (days).

11.5.2. The Payment Center Obligations and the Company's Obligations shall be performed by offsetting counterclaims in each of the currencies. The due date shall be:

- Simultaneously on the first Banking Day following the date when the settlement period calculated in calendar days ended (hereinafter – the “Settlement Date”), or

- Simultaneously at the end of a respective settlement period calculated in hours (hereinafter – the “Settlement time”),

and the obligations shall be uniform (monetary) and can be terminated by setoff due to their maturity. On a Settlement Time/Date, provided that this day is a business day in correspondent banks of the Payment Center, the Payment Center shall perform unilateral extrajudicial procedure of the Payment Center Obligations offsetting for the amount of Company’s Obligations, which will reduce the amount of Payment Center Obligations by the amount of Company’s Obligations and terminate the Company’s Obligation. The Company hereby agrees that the setoff shall be performed by the Payment Center unilaterally and the Company’s Obligation shall be performed by transferring the Payment Center Obligation amount balance calculated after setoff procedure to the Company using the details specified in the Agreement on accession hereto, provided that this amount of the Payment Center Obligations exceeds the amount of Remaining Funds in each of the currencies (in case it is established in the Agreement on accession).

11.5.3. The Payment Center shall provide the Company with monetary funds in the amount of difference between the amount of the Payment Center Obligation calculated after set-off procedure under clause 11.5.2 hereof and the amount of Remaining Funds applied to each of the Transfer currencies daily in respect of transactions performed in the previous settlement period calculated in calendar days, or during the Banking Day in each successive settlement period for the previous one calculated in hours, unless otherwise established in the Agreement on accession/separate agreement of the Parties, provided that the resulting amount of the remaining Payment Center Obligation in a certain settlement period exceeds Maximum amount of the Payment Center Obligations and with regard to the business day in the countries of Payment Center’s correspondent banks. In case the transfer is performed on the weekend (weekends) in the countries of banks being correspondents of the Payment Center, monetary funds shall be transferred on the first business day in the country of a bank being correspondent of the Payment Center.

In case the amount of remaining Payment Center obligation calculated after setoff procedure in each particular settlement period is less than the Maximum amount of the Payment Center obligation, the Payment Center shall not transfer funds during the next settlement period.

If during one calendar month the amount of the Payment Center Obligation never exceeds the Maximum Payment Center Obligation amount, the Payment Center shall in the last business day of the current month transfer full amount of remaining Payment Center Obligation formed during the current month. The Maximum amount of the Payment Center obligation may be amended by the Agreement on accession signed as a single document by both the Company and the Payment Center.

11.5.4. Funds shall be transferred by the Payment Center according to details specified in the Agreement on accession. Any amendments in the banking details shall be executed as a Supplementary agreement to the Agreement on accession or exchanged by the Parties in the respective paper-based messages signed by the authorized persons (on behalf of the Company – by persons included into the banking sample signatures and seal card provided that the Payment Center has up-to-date documents confirming powers of such person). The Payment Center obligation shall be considered performed from the moment the funds in the amount specified in clause 11.5.3 of the Offer are debited from the Payment Center's correspondent account.

11.5.5. The Company shall perform independent settlement verification. In case of any errors in settlement procedure, the Company shall not later than within two months after the settlement period containing errors ended, send two signed original copies of reconciliation act to the Payment Center. In case reconciliation acts has not been timely received by the Payment Center, settlements shall be considered confirmed by the Company and performed correctly and further claims of the Company shall not be accepted.

11.6. Procedure for Advance transfer and accounting upon settlement:

11.6.1. The Company shall determine the Advance amount and date of its transfer in accordance with the Advance balance accounted for by the Payment Center under the Offer in favor of the Company. Upon receipt of Advance by the Payment Center the amount of received Advance shall be taken into account by the Payment Center upon calculating the Remaining Funds amount.

11.6.2. Upon termination of Agreement on accession for any reason stipulated by the Offer, unused amount of Remaining Funds, including the amount of Advance, shall be returned to the Company within 30 (thirty) calendar days as of the date of termination of Agreement on accession under the Offer in the amount specified in the final calculation. Calculation of the specified amount shall be performed by the Payment Center and sent to the Company on the date of termination of the Agreement on accession. The Company shall review the provided final settlement and, if found unacceptable, send a written objection within 10 (ten) calendar days from the moment of receipt. If the Company sends no objections within the specified period, it shall be considered to be satisfied with a calculation.

11.7. Settlement procedure in case no Account is opened (performance of obligations of the Payment Center and the Company) and terms for application of Limit Authorization procedure according to clause 11.1.1.1 hereof:

11.7.1. Clearing of Transfers, calculation of the respective remuneration of the Company, Obligation of the Payment Center and the Company shall be performed in the settlement period. Settlement period shall be calculated in calendar days. Settlement period means each Banking Day (provided that this day is a business day in correspondent banks of the Payment Center); in case

the Banking Day is followed by non-banking day (days), the settlement period shall be calculated from such Banking Day, include all non-banking days and end in one of non-banking days.

In the first Banking Day following the last day of the settlement period in order to perform Payment Center Obligation and Company Obligation the Payment Center shall set off counter claims in the currency specified in the Payment Center's notification according to clause 11.1.1.1 hereof and shall apply netting settlement procedure to calculate net position. Net position is calculated as a balance between the Payment Center Obligation and the Company Obligation. Upon calculation the Payment Center accounts for amounts related to termination of the agreement with a Sender and refund amounts. After calculating net position, Payment Center shall provide the Company with a Register for settlements in a respective currency for the previous settlement period.

The Company can receive a Register either by receiving access in the Software to make a request there, or by receiving it at the e-mail address. The Register is e-mailed to the Company in cases when the Company has made a request for receiving the Register by e-mail and specified the e-mail address and such method was approved by the Parties.

11.7.2. If after calculation period is ended net position in the respective currency is determined in the Register as standing in favor of the Company, then the Payment Center shall within a business day when the Register has been provided to the Company, transfer funds in the respective currency in the amount of definite net positions at the details specified in the Accession Agreement. In case of any amendments in bank details, the Parties shall sign a Supplementary Agreement to the Accession Agreement or exchange respective messages on paper signed by authorized persons (on behalf of the Company – by persons included into the banking sample signatures and seal card/Authorization signature list, in case the Payment Center has effective document confirming powers of such person). If after calculation period is ended net position in the respective currency is determined in the Register as standing in favor of the Payment Center, then the Company shall within a business day when the Register has been provided to the Company, transfer funds in the respective currency in the amount of definite net positions at the details of the Payment Center, specified in the notification of the Payment Center according to clause 11.1.1.1.

11.7.3. Definite net positions shall be transferred on a net basis unconditionally under the Register provided by the Payment Center. In case the Company disagrees with the settlement in a respective currency, reflected in the Register, the Company, after the funds have been transferred in full, according to the Register provided by the Payment Center, shall provide the Payment Center with a motivated contra-settlement accompanied by a request to draw up a reconciliation report. Final settlement of a dispute shall be performed by the Payment Center and the Company upon signing the abovementioned reconciliation act under which final settlements are performed.

11.7.4. In case the Company fails to perform obligations provided for in clause 11.7.2 hereof, starting from the Banking Day following the day of the Company's failure to perform its obligations, the Payment Center shall have the right to unilaterally terminate its obligations towards the Company regarding transfer of monetary funds in a respective currency in the amount of definite net positions in favor of the Company by offsetting mature similar (monetary) claims by reducing the amounts of definite net positions due to the Company by the amount of Company's debt formed due to nonperformance of obligations.

11.8. Each Party shall bear the costs connected with the transfer of monetary funds as well as any other fees of a correspondent bank.

11.9. The Parties hereby agree to perform settlements within the Offer using the details of the bank account which is used by the Parties for the settlements within the Payment service "Zolotaya Korona-Money Transfers" of the Payment system "Zolotaya Korona" until the Company does not inform the Payment Center of the use for the settlement purpose the other bank account subject to the procedure of the bank details amendment provided for hereby.

12. SEPARATE TRANSFER TYPES.

12.1. TRANSFER WITH CONVERSION

12.1.1. The Transfer with conversion shall be deemed accepted when the Payment Center accepts the Company's Order for execution. The Transfer with conversion shall be deemed paid out when the Company sends an Official Notification on Transfer payout which is necessary to create the Payment Center's Order and perform settlement procedures.

12.1.2. The Company's/Payment Center's Order is executed in the acceptance/payout currency in the amount sufficient enough for conversion of a Transfer Amount and a respective remuneration for Transfer Amount payout at the rate of exchange determined in accordance with clause 12.15 hereof. Under the Offer transfers with conversion may be performed in a currency allowed by the Software settings.

12.1.3. Settlement procedure in respect of Transfers with conversion shall be determined by the terms hereof with consideration for:

12.1.3.1. In order to perform a Transfer with conversion upon acceptance of a Transfer, the Payment Center shall debit funds from the Company's account in the currency of Transfer acceptance in the amount sufficient enough to perform the Company's order at the conversion rate determined at the moment the Transfer with conversion is accepted, and convert the funds to the currency of Transfer payout which is credited to the Account of a Company providing services to the Receiver, after the Transfer with conversion is paid out.

12.1.3.2. In order to perform a Transfer with conversion when a Transfer is paid out, the Payment Center shall, after the Transfer with conversion is paid out and the Official Notification on Transfer payout is received, convert funds into the Transfer payout currency selected by the Receiver at the conversion rate determined at the moment the Transfer with conversion is paid out and create the Payment Center's Order in Transfer with conversion payout currency which is credited to the Account of the Company providing services to the Receiver.

12.1.4. The Transfer with conversion in case no Account is opened shall be performed in accordance herewith with due regard to the following:

12.1.4.1. When a Receiver applies to receive a Transfer with conversion performed when a Transfer is paid out, the Payment Center Obligation shall be accounted for and performed in the Transfer payout currency.

12.1.4.2. When a Sender applies to the Company to send a Transfer amount with conversion performed when a Transfer is accepted, the Company shall initiate a Transfer and accept the Transfer Amount and the Consumer Fee in case of successful Authorisation in accordance with clause 11.1.2 hereof.

12.1.5. The Transfer with conversion shall be paid out in the currency specified in the Software settings and only if the Sender has given prior consent upon Transfer initiation and if the Receiver has made a request for payout of a Transfer with conversion.

12.1.6. Remunerations for Transfer with conversion shall be determined by Tariffs and correspond to respective remunerations on Transfers established in Tariffs, unless expressly provided to the contrary.

12.2. *This section is not applied to the Company*

12.3. *This section is not applied to the Company*

12.4. MONEY TRANSFER PAYOUT ACCOMPANIED WITH PRELIMINARY INFORMING ON PAYOUT DETAILS.

12.4.1. The Company providing services to the Sender has a right to inform the Sender and/or the Receiver on preliminary Transfer payout conditions by sending information in any form to the requisites or contact details specified by the Sender upon Transfer sending, to the Sender and/or the Receiver.

12.4.2. In order to inform the Sender and/or the Receiver on preliminary payout conditions, the Company providing services to the Sender shall hold the Payment Center responsible for informing the Sender and/or the Receiver on preliminary money transfer payout conditions. In order to ensure the performance of specified duty, the Payment Center has a right to attract third parties.

12.4.3. When the Payment Center has accepted the Sender's order hereunder for execution, it shall send to the Sender and/or the Receiver (using details or contact data specified by the Sender upon sending a Transfer) information containing a unique link enabling the Sender and/or the Receiver to obtain information on preconditions regarding Transfer payout and also inform the Company, that will accept the responsibility on servicing the Receiver, on such preconditions, Transfer currency and remittance conversion rates.

12.4.4. Informing the Company that provides services to the Receiver on preliminary conditions of payout of a Transfer to a Receiver is performed by recording preliminary conditions on Transfer payout selected by a Sender or a Receiver in the Software. Such conditions are recorded in the Software, when the Payment Center has informed a Client on preliminary conditions of payout of a Transfer to a Receiver.

12.4.5. The Company providing services to the Receiver shall be authorized to pay a Transfer out to the Receiver on the terms recorded in the Software.

13. FINANCIAL CONDITIONS AND TAXES

13.1. Remunerations of the Parties for performance of obligations under this Offer including money transfer services shall be determined by Tariffs supplementing this Offer, and/ or Service Rules and their supplements.

All fees are paid inclusive of all taxes established by the Party's country of origination.

The amounts of Remunerations of the Parties shall be set within the amounts defined in this paragraph:

Consumer Fee	Remuneration of the Company	Remuneration of the Payment Center
0-5 % from the Transfer Amount	0-5 % from the Transfer Amount	0-5 % from the Transfer Amount

The following criteria shall be applied in setting of the definite amounts of Remunerations of the Parties within the stated ranges:

- ✓ Transfer Direction;
- ✓ Transfer Currency;
- ✓ Transfer Type;
- ✓ Participation/ non-participation of the Company in different marketing and promotional campaigns within the Offer;
- ✓ Other criteria.

13.2. **Consumer Fee.** A Consumer fee shall be charged from a Sender in the amount set in the Tariffs, unless otherwise provided for herein, for the service of sending a money transfer to a

Receiver at a Sender's request, provided to a Sender. When calculated, a Consumer fee is rounded to the nearest integral value of convertible monetary unit (cents, eurocents or similar convertible monetary units of other currencies), but not more than two decimal places, except for Transfers in Russian roubles. Regarding Transfers in Russian roubles, Consumer fee shall be rounded to the nearest integral value of monetary unit upwards (excluding fractional part: copecks). Therewith the amount of remuneration of the Payment Center is increased for the amount for which the Consumer fee was increased to round off.

13.3. Remuneration of the Company. The Payment Center shall pay remuneration to the Company in the amount set in the Tariffs for Transfer payout, unless otherwise provided for by the Offer.

At the moment of Company's accession hereto its remuneration is not subject to VAT in the territory of the Russian Federation in accordance with the articles 146 and 148 of the Tax Code of the Russian Federation and is not subject to income tax under clause 2 of Article 309 of the Tax Code of the Russian Federation.

At the moment when a legal entity registered in the territory of the Russian Federation accedes hereto as being a Company the Company's remuneration is not subject to VAT in the territory of the Russian Federation in accordance with sub-clause 3 clause 3 of Article 149 of the Tax Code of the Russian Federation.

In case of any changes in legislation of the Russian Federation stipulating deductions/withholdings made from payments to be transferred to the Company, the Company's remuneration shall be increased so that the amount due to the Company shall be equal to the amount of remuneration the Company would receive save for such withholdings and deductions .

13.4. Remuneration of the Payment Center. The Company shall pay remuneration to the Payment Center in the amount set in the Tariffs for Transfer sending, unless otherwise provided for by the Offer.

At the moment of Company's accession hereto its remuneration is not subject to VAT in the territory of the Russian Federation in accordance with sub-clause 3 clause 3 of Article 149 of the Tax Code of the Russian Federation. In case the effective legislation of the country of Company's registration or local authorities thereof stipulate any withholdings/deductions from payments to be transferred to the Payment Center, the remuneration of the Payment Center shall be increased so that the amount due to the Payment Center shall be equal to the amount of remuneration the Payment Center would have received save for such withholdings and deductions, unless otherwise specified in the Agreement of accession. The Company shall within 5 (Five) days from the moment any taxes/charges from payments due to the Payment Center are paid into the state budget of the

country of the Company's registration, provide the Payment Center with the certified copies of the documents confirming the specified payment.

13.5. The Payment Center assumes all obligations with respect to payment of any taxes due and payable for money transfer services provided in the Russian Federation including but not limited to taxes imposed on remuneration of the Payment Center paid by the Company to the Payment Center.

13.6. The Company assumes all obligations with respect to payment of any taxes due and payable for money transfer services provided in the states of its operation including but not limited to taxes imposed on remuneration of the Company paid by the Payment Center to the Company and on the Consumer Fee paid by the Client to the Company.

14. PRE-COURT SETTLEMENT OF DISPUTES

14.1. Any disputes arising out of or relating to this Offer including any issues regarding existence, validity or termination hereof, shall be referred to arbitration and finally resolved in the Arbitration Court for the Novosibirsk Region. All arbitral proceedings shall be in the Russian language. Substantial and procedural laws of the Russian Federation shall be applied to this Offer.

14.2. In case the Company disputes its actions hereunder, it shall forward a claim to the Payment Center, prior to submission of a dispute to arbitral court. If the System Log contains a record confirming the Company's actions, the Payment Center shall within 10 (ten) business days as of the date of receipt of a claim, forward an answer to the Company with a System Log's entry attached. In case System Log lacks such entry, the Payment Center shall notify the Company thereon within the same period.

14.3. Neither Party shall be responsible to the other Party for any delay in performance or non-performance of obligations due to causes beyond control of such Party (including, but not limited to, Acts of God, governmental mandates or laws and major currency devaluations). The affected Party shall give the other Party prompt written notice of the situation, stating the nature of the delay in performance or non-performance of obligations under this Agreement. Thereafter, such Party shall take reasonable steps to comply with the terms and conditions hereof as fully and promptly as reasonably possible.

14.4. The Parties shall be liable for nonperformance of improper performance of obligations hereunder in accordance with the legislation of the Russian Federation and/or the country of the Company's incorporation.

14.4.1. In case the Company breaches the Transfer payout procedure stipulated hereby, the Payment Center shall demand a penalty from the Company servicing the Client in the amount of RUB 5000 (five thousand) for each compromised transfer. The Company shall pay a penalty in accordance with a written claim of the Payment Center within 10 (ten) business days from the

moment of receipt hereof. In case the Company violates its duty to timely pay a penalty the Payment Center shall be authorized to demand payment of a penalty, interest for the retention of funds in the amount established by legislation of the Russian Federation and expenses connected with recovery of penalty through legal proceedings. The governing law and jurisdiction shall be established in clause 14.1 hereof.

14.4.2. In case the Company breaches the Money Transfer payout procedure (including provided for in clause 12.3. hereof) which caused violation of currency legislation and regulations of the Russian Federation, the Company providing services to a Receiver shall bear responsibility as set forth by laws of the Russian Federation.

15. TERMINATION OF THE AGREEMENT AND AMENDMENT OF THE OFFER

15.1. This Offer becomes binding on the Parties as of the date of the Company's accession hereto. The agreement on accession may be terminated under the following terms:

15.1.1. by the Company providing a written notice to the Payment Center not less than 90 (ninety) days prior to the supposed Agreement termination date, upon the expiry of the specified term the Agreement on accession shall be deemed terminated;

15.1.2. by the Payment Center providing a written notice to the Company not less than 30 (thirty) days prior to the supposed Agreement termination date, upon the expiry of the specified term the Agreement on accession shall be deemed terminated.

Termination of Agreement on accession shall also mean termination of all separate agreements signed under this Offer.

15.2. The Payment Center shall have a right to amend this Offer in its sole discretion by placing them at www.rnko.ru prior to the effective date of the Offer. The Company shall be obliged to regularly review amendments made in the Offer and ensure their implementation by the Company's staff.

15.3. While this Offer is in effect, either Party may immediately terminate the agreement signed hereunder by sending a written notification to another Party in an order established by these Terms, upon the occurrence of the following events:

15.3.1. a material adverse change in the other Party's financial condition or business prospects, so that there is reason to believe that this Party will not be able to perform its obligations hereunder;

15.3.2. any amendments in legislation as a result of which either Party cannot perform money transfer services in accordance with the order and procedure specified herein, provided that the Parties did not come to an agreement on amending the rules of providing money transfer services so that they could be performed in accordance with such amendments in legislation;

15.3.3 A Party exceeds its authority as granted hereunder;

15.3.4. A Party ceases or threatens to cease to carry on its business;

15.4. Throughout the term hereof in case of any of the following events, the agreement signed under the terms of the Offer shall be deemed automatically terminated:

15.4.1. a permit (license) required to operate under the Offer is suspended or revoked from the Company;

15.4.2. The Company becomes insolvent, declares insolvency, liquidation (bankruptcy) or the Company has made assignment for the benefit of creditors or performed similar actions;

15.4.3. The Company has closed Account/Accounts used for settlements hereunder and the Parties have not coordinated the procedure for Money Transfer transactions and settlements without an Account.

Agreement signed under the terms and conditions of the Offer shall be deemed terminated from the moment the Payment Center received information on occurrence of the specified events.

15.5. The Payment Center shall have a right to terminate in its sole discretion an agreement with the Company signed under the terms hereof, if the Company breaches the terms of the Offer. An agreement shall be terminated by sending a written notification to the Company on agreement termination without observing the terms set in clause 15.1.2 hereof.

15.5. The expiry or termination of this Offer or particular provisions hereof does not affect any rights or obligations of either Party arisen hereunder and does not affect validity and survival of any provision hereof that is directly or indirectly intended to enter into force or survive upon termination or thereafter.

16. LANGUAGE AND TRANSLATION

16.1. This Offer has been prepared, and will be executed, in the Russian or the Russian and English languages. In case of any discrepancies between the Russian and the English versions hereof, the Russian version shall prevail.