

**APPROVED BY:**

***The Chairman of the Board  
of the Credit Union “Payment Center” (Limited Liability Company)***

***G.M. Mats  
December 30, 2021***

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

**1. THE PREAMBLE**

This agreement named “KoronaPay Money Transfer (Money Transfer Service Agreement) and / or “Golden Crown International Money Transfers” (hereinafter referred to as the “Offer”) is a public offer addressed to an interested legal entity (including foreign banks and companies) which, in accordance with the law of country of its origination (incorporation), is entitled to perform money transfer transactions (as part of banking business, *inter alia*), and shall be considered as the official public offer 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 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 essential 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 The offer shall be valid until it is withdrawn by the Payment Center.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](http://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 their conclusion, accession by the Company to this Offer shall not mean automatic accedence to such Service Rules also.

## **GENERAL PROVISIONS**

### **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 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, on the basis of the Offer, the Parties shall have a right to provide a money transfer service to a Sender 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”) - is a corporate information system organized to ensure the contractual and technological conditions for the formation and development of financial and information electronic services, which is a set of software, information and hardware, implementing electronic document management in accordance with the BeSafe CIS Rules. BeSafe CIS is a corporate information system in the terminology of the Federal Law of the Russian Federation of April. 6th, 2011 No. 63-FZ “On electronic signature”.

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 shall be charged in excess of the Transfer Amount, except for the cases expressly provided for in 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 for Electronic Signature Verification – a unique sequence of characters unambiguously associated with Electronic Signature Key and designed to verify the authenticity of the Electronic Signature, accessible to authorized employees of the Parties.

2.6. Electronic Signature Key - a unique sequence of characters designed to create an Electronic Signature and accessible only to the person signing the document with the Electronic Signature.

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, which is one of the details of the Sender’s order, accepted for execution. All information about the Transfer in the Software is associated with Money Transfer Control Number. Money Transfer Control Number is unique hereunder within 5 (Five) years from the date of the Transfer by the Sender.

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 Transfers 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), or in the sum of funds in the respective Transfer currency in the amount, agreed with the Payment Center - 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 – an amount of the monetary funds of the Company placed on the Account as established by the Payment Center, within the limits of which the Company undertakes Money Transfer obligations. The amount of Account Authorization Limit is defined as the difference between the Account balance and the funds in the Account that are under arrest, encumbered with any obligations and rights of third parties, as well as funds in respect of which there are orders, instructions, transfer requests, including the amounts of Transfers credited to the Account and not issued.

2.10. Remaining Funds – an 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, shall be taken into account by the Payment Center upon setting the Authorization Limit 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. Interest shall not be accrued on the amount of Advance and the Advance 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 for the Payment Center obligations in US dollars, euro and Azerbaijanian Manats in the amount: USD 30,000 (thirty thousand), EUR 20,000 (twenty thousand) and AZN 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 a **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, a Transfer with conversion, an Addressed transfer and a Basic Transfer 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 – A transfer for the purpose of crediting funds to a Receiver’s bank account, or a transfer for the purpose of subsequent provision of the transfer amount to the Payment Center by the Receiver in order to increase in e-money balance of a Receiver, or for the purpose of fulfilling the Sender’s obligation to the recipient - organization (for repaying a loan, paying interest for using a loan and / or other monetary obligations).

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 Parties’ obligations under the Offer and/or Service Rules. The Software is used to create and transmit the Company’s Orders, Official Notifications, requests and other electronic messages (information) necessary for the interaction of the Parties.

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. Registration shall be made under the terms of this Offer. 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 for Digital Signature Verification (Certificate) – an electronic document or a paper document that certifies the action and ownership of the **Public** Key for **Electronic** Signature Verification by the Party's employee signing the document with the Digital Signature. The Certificate is unique under this Offer.

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 routinely, 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 of funds payable to a Receiver.

2.23. Account – a bank account, specified in the Agreement on accession to this Offer, opened and/or used by a Company with the Payment Center on the basis of a bank account agreement for the purpose of making Transfer settlements. The account is opened in each of the Transfer currencies.

2.24. Digital signature – information in electronic form attached to other 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. As the Digital signature hereunder also means any equivalent of a handwritten signature in the framework of electronic document interchange, agreed by the Parties.

2.25. Mobile transfer – a transfer to the bank account of a recipient Client, which is the mobile (cellular) radiotelephone service operator, in order to execute the Sender's order to pay for mobile (cellular) radiotelephone services provided by the recipient-organization.

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 Center of Digital Certificates Closed Joint Stock Company (<http://service.cft.ru>).

2.28. Addressed transfer – a transfer intended for payout exclusively by the Company specified when sending the Transfer.

2.29. Basic transfer – a transfer, in which the Company serving the Sender additionally provides notifications to the Sender and the Receiver about sending the Basic transfer (including information

containing Money Transfer Control Number), as well as notification to the Sender of the payout of the Basic transfer.

### **3. SUBJECT**

3.1. This Offer defines the conditions and procedure for bilateral interaction between the Payment Center and the Company(Companies) in order to perform Transfers including: 1) additional and/or special terms for Transfers established by Service Rules, 2) terms and conditions of the 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 Center, except for the provisions expressly 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 order of cooperation of the Parties provided for by General Provisions of the Offer (Framework Agreement) under the subject hereof. The Payment Center shall have a right to introduce additional Services under this Offer.

3.3. The Company can perform Transfers with or without opening an Account. Depending on existence of an Account, the maximum 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 engage third parties to perform the terms 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 the involvement of 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](http://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](http://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 (Thirty) 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 can be specified and clarified 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, foreign banks and companies 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 version of the Offer into force:

4.3.1. money transfer operators, foreign banks and companies, which are, at the date of entry into force of this version of the Offer, participants of the Payment service "Zolotaya Korona" – Money Transfer" of the Payment System "Zolotaya Korona" as well as partners of the Payment service "Zolotaya Korona" – Money Transfer" of the Payment System "Zolotaya Korona", shall accede to the terms and conditions of this Offer in accordance with the procedure established in this Offer and the notification to be sent on behalf of the Payment Center of accession to the relevant Service of the Offer;

4.3.2. A transition period shall be established from the date of entry into force of the Offer (first edition of May 01, 2015) until January 01, 2016 (except for special provisions for the Partners of the Payment service "Zolotaya Korona" – Money Transfer" of the Payment System "Zolotaya Korona", registered in the territory of Ukraine and the Republic of Uzbekistan). During the transitional period, the participants of the Payment service "Zolotaya Korona" – Money Transfer" of the Payment System "Zolotaya Korona" as well as the partners of the Payment service "Zolotaya Korona" – Money Transfer" of the Payment System "Zolotaya Korona", shall be deemed to have acceded to the terms of this Offer from the moment of committing any of the conclusive actions within the framework of the Offer: sending Transfer, Transfer payout, Authorization, or any other actions in the Software. The performance of these actions during the transition period constitutes full and unconditional acceptance of the terms of the Offer and entry into a contractual relationship with the Payment Center on the terms of this Offer. The Company shall have the right to give the



Payment Center a notice of refusal to accede to the Offer before the conclusive actions are committed and make Transfers within the framework of the Offer.

4.3.2.1. Special provision on the duration of the transition period for Partners of the Payment service “Zolotaya Korona” – Money Transfer” of the Payment System “Zolotaya Korona”, registered in the territory of Ukraine: the transition period shall extend until the date on which the National Bank of Ukraine registers the agreements/contracts within the framework of the Offer with the Payment Center as a non-resident organization in the territory of Ukraine.

4.3.2.2. Special provision on the duration of the transition period for Partners of the Payment service “Zolotaya Korona” – Money Transfer” of the Payment System “Zolotaya Korona”, registered in the territory of the Republic of Uzbekistan: the transition period shall extend until 01 April, 2018.

4.3.3. Agreements/contracts of the Partners of the Payment service “Zolotaya Korona” – Money Transfer” of the Payment System “Zolotaya Korona”, acceded to this Offer shall remain in effect for the transitional period. These agreements/contracts must be brought into compliance with this Offer before the expiry of the transition period. Prior to the expiry of the transition period, each Partner of the Payment service “Zolotaya Korona” – Money Transfer” of the Payment System “Zolotaya Korona”, who has acceded to this Offer, is obliged to provide the Payment Center with the appropriate and necessary documents in order to bring into line with the current list of documents, that publicly posted on [www.rnko.ru](http://www.rnko.ru), the documents that were previously provided by the Partner of the Payment service “Zolotaya Korona” – Money Transfer” of the Payment System “Zolotaya Korona” upon conclusion of the agreement on participation in the Payment service “Zolotaya Korona” – Money Transfer” of the Payment System “Zolotaya Korona”.

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;
- ✓ In a different status, if provided by the Service Rules.

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, other than official Software updates under clause 6.3. of this Offer; 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. 719-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 4, 2020”.

6.2. Data protection procedure shall be determined independently by each Party in accordance with the 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 procedure for implementation of organizational measures on data protection and use of technical means 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. Requirements of password complexity and security requirements set by Software shall be strictly enforced when choosing passwords to user accounts. Software shall be updated regularly. The Parties have an obligation to ensure password protection upon storage and in the course of operation, and ongoing event logging and information securities.

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

6.4.1. 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;

6.4.2. cryptographic tools for creation and checking Digital signature with regular updating of **private/Digital signature** and **public/Digital signature verification keys** in compliance with applicable legal requirements related to Digital signature (if there are encryption requirements);

6.4.3. 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;

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

6.4.5. vulnerability analysis (if available).

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

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

6.6. 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.

7.2. The Company interacting under the Offer/Service Rules shall receive and use the Digital signature creation and verification tools in accordance with the terms of the e-document interchange Rules of “BeSafe” Corporate Information System (hereinafter referred to as the “BeSafe CIS” Rules) posted on the Internet at [www.besafe.ru](http://www.besafe.ru). Execution of the Agreement on accession by the Company using or intending to use the Digital signature for the purposes established by the Offer shall confirm acceding to the terms of the “BeSafe CIS” Rules. Signing Service Rules as a separate agreement shall confirm agreement of the Parties to use Digital signature for the purposes established by the Service Rules also.

7.2.1. For the purpose of processing documents under the Offer, a Company and the Payment Center shall have the right to use only 2 and 3 class public key certificates/signature key certificate. The Company shall have the right to use several public key certificates/signature key certificate.

7.2.2. The Company that wishes to use Digital signature shall send an application for registration of the certificate to the Payment Center specifying the authority of the person authorized to use the Digital signature and the Digital signature public key data for the purpose of registration of the Company's certificate by the Payment Center. The application form is available on the Payment Center's Internet site: [www.rnko.ru](http://www.rnko.ru).

7.3. As agreed by the Payment Center with interaction of the Parties the e-document interchange may be carried out in the order defined in this Offer. The Parties recognize the legal validity of electronic documents used in relations between the Company and the Payment Center, signed by Digital Signature, equal to the legal validity of documents on paper, signed by hand and certified by the seal of the Party, if the following conditions are met at the same time:

- ✓ Authenticity of the Digital signature in the electronic document is confirmed;
- ✓ **Public key/certificate for Digital signature verification** pertaining to this Digital signature is valid (in force) at the time of signature or at the time of verification of the electronic document;
- ✓ The Digital signature is used in the relationship governed by the terms of this Offer.

7.3.1. The Parties are obliged, on their own behalf and at their own expense, to create **Digital signature Public Key** and **Public Key for Digital signature verification** to work within the framework of this Offer and obtain a **Public key/certificate for Digital signature verification**.

7.3.2. "Certificate" operation:

7.3.2.1. The Certificate registered in the name of the Company confirms the authenticity of the Digital signature, as well as includes **Public key/Key for Digital signature verification** of the Company's employee authorized to sign Official Notifications on behalf of the Company. An employee of the Company shall be vested with the above powers on the basis of an internal document of the Company. The Certificate contains the following data:

- ✓ Certificate holder's data to distinguish and identify the Certificate owner within the framework of cooperation under this Offer;
- ✓ **Public key/Key for Digital signature verification**;
- ✓ Unique Certificate number;
- ✓ Certificate start and end of validity date.
- ✓ Certificate may contain additional data.

7.3.2.2. Obtaining Digital signature Key, Certificate by the Company:

7.3.2.2.1. The Company shall send the Payment Center an application for obtaining the Certificate in electronic form (the application is generated automatically, when entering the [http://www.authority.ru/auth/1st\\_class.jsp?class=3&type=2&f=fin&agentId=3802](http://www.authority.ru/auth/1st_class.jsp?class=3&type=2&f=fin&agentId=3802)) and on paper, signed by an authorized person of the Company.

7.3.2.2.2. When you log on the specified page, a **Digital signature Key**, **Public key/Key for Digital signature verification** are generated.

7.3.2.2.3. The Payment Center having considered the application, within 3 (Three) working days shall send to the Company the completed Certificate in electronic form or a motivated refusal to issue it. Upon receipt of the Certificate, the authorized employee of the Company shall print on paper in two copies the handover act containing the **Public key/Key for Digital signature verification**. The Company shall send the handover act to the Payment Center in two copies, one of which shall be returned to the Company upon signing by the Payment Center. Each handover act must be personally signed by an authorized employee of the Company.

7.3.2.2.4. At the end of the Certificate validity period, changes of data allowing to establish the Certificate holder contained in the documents provided during the Certificate issuance and registration, keys change and in cases of key compromise the Certificate holder shall receive a new Certificate.

7.3.3. The Company shall guarantee that in all circumstances the employee of the Company shall have the authority to perform its actions with the help of the Software, and such actions shall be considered to be actions of the Company, taking into account, inter alia, the potential for committing errors by the Company's employee and the compromising of **Digital signature Public Key**.

7.3.3.1. If there is reason to believe that the Company's **Digital signature Public Key** may be used by an unauthorized person, the Company is obliged to notify the Payment Center of the **Digital signature Public Key** compromising with indication of its ID by any available means, including via the addresses and telephone numbers listed on the Internet at [www.rnko.ru](http://www.rnko.ru). The date and time of **Digital signature Public Key** compromise shall be the date and time of receipt of the notification by the Payment Center with the response time to that notification added. Payment Center's Response Time to **Digital signature Public Key** compromise Notification may not exceed one working day.

7.3.3.2. An electronic document signed with a compromised **Digital signature Public Key** shall be deemed inappropriate and shall not have any effect on the Parties only upon receipt of the appropriate notification. The Payment Center shall not be liable for the consequences of execution of documents in electronic form signed by the Digital signature until notice of **Digital signature Public Key** compromising is received with addition of response time to notification of **Digital signature Public Key** compromising specified in clause 7.3.3.1 hereof.

7.4. When technically possible the Parties may agree upon another procedure of e-document interchange, including under the rules of e-document interchange 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 to this Offer by a Company using or intending to use the Digital signature created under CFT ID for the purposes established by the Offer shall confirm accession to the Rules of CFT ID. Signing Service Rules as a separate agreement shall confirm agreement of the Parties to use the specified Digital signature also with the purposes established by the Service Rules. The Parties shall recognize that the legal force of the electronic documents used in the relations between the Company and the Payment Center, if they are signed by Digital signature of CFT ID corporate information system, equal to the legal force of documents on paper, signed by handwritten signature and sealed.

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

7.4.2.1. be responsible for the accuracy and correctness of the information entered and shall confirm that the Company's employee or other authorized person has the right to interact under the Offer on behalf of the Company;

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 information cooperation between the Parties;

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

7.4.2.4. Where it is necessary for the Company to apply individual information security measures the Parties hereby agree to use, within the framework of this Offer, a secure communication channel arranged between the Parties under the Payment service "Zolotaya Korona" – Money Transfer" of the Payment System "Zolotaya Korona", until the Company informs the Payment Center of the use of another secure communication channel for information exchange purposes under the Offer organized between the Payment Center and the Company.

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 e-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. compromise of the Company's **Digital signature key**, authentication and other data, allowing confirming the fact of the creating of the electronic document by the Company;

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 the 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 and requests on accession to the Services;

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. Use the trademarks (logos, graphical images) “Zolotaya Korona”, KoronaPay, and information about the Payment Center within the framework and on the terms of the Offer, if there is prior approval of the Payment Center, including through e-mail. However, the Company has not the right to:

- ✓ submit any claims against them (trademarks) during the period of interaction with Payment Center, nor after its completion;
- ✓ modify or make any adjustment and other differences from those trademarks (logos, graphics, verbal combinations) for placement (distribution) in advertising and (or) other information and related materials, including spelling or color scheme;
- ✓ use the trademarks for purposes other than interaction with the Payment Center under the Offer;
- ✓ otherwise violate the rights or legally protected interests of the Payment Center in relation to the trademark (logo, graphical image).

The right to use the trademark (logo, graphical image) within the Offer does not constitute a trademark license and does not provide for licensing fee payment for this.

8.1.6. Register Agents one of the following methods:

- ✓ file an application in hard copy to the Payment Center in the form specified in the Appendix hereto;
- ✓ entering the registration information about the Agent by the Company into the Software (if technically feasible);
- ✓ file an application for registration an Agent by the authorized user of the Company through the online service, used to manage requests and Company support (resource <https://jira.korona.net/>), or through e-mail address: [support@perevod-korona.com](mailto:support@perevod-korona.com) by a responsible Company’s employee from e-mail address of the Company, authorized within the Offer.

The Company shall be liable for information's accuracy about the Agent, and for any actions taken by the Agent in Software.

Actions, specified in this paragraph of the Offer, are also applicable to informing the Payment Center by the Company about the readiness for operation of the Agent (activation of the Agent) and the closure of the Agent (deactivation of the Agent), registered through the Software earlier.

8.1.7. Exercise other rights under the Offer, Service Rules or separate 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 of the Company. Independently obtain 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 on accession, 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 Annexes, 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, *inter alia*, at the written request of the Payment Center within no more than 7 (seven) business days from the date of receipt of the relevant request 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, logos and graphical images, stop using and/or on the resolution of the Payment Center liquidate all promotional materials provided by the Payment Center;

8.2.7. In case of interaction under the Offer with the condition of having an Account, ensure that in order to establish the Account Authorization Limit and uninterrupted provision of services, funds are always available in the Account in all respective currencies in an amount sufficient to perform Transfers and cover the payment of remuneration;

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 recipient 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 operation under 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 an Agent provided upon its registration and during the term of the Agreement on accession 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 separate agreements with the Payment Center.

8.3. The Payment Center has the 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 use trademarks (logos, graphical images) and the regulations for their use on the terms and conditions of the copyright holder. Grant the right to use the trademark (logo, graphical image) in respect of the services provided under the Offer;

8.3.3. Use the Company's trademarks, logos, graphical images within the framework and on the terms of the Offer. The Company grants to the Payment Center the right to use the Company's trademarks, logos, graphical images in advertising and (or) in other information and related materials in the media, Internet, including the distribution via electronic communication channels (SMS messages, e-mail and others), or otherwise communicated to other persons, who are not the subjects of the Offer, the information, containing any data about the Company, the Company's trademarks, logos, graphical images. The right to use the Company's trademarks, logos and graphical images does not constitute a trademark (logo, graphical image) license and does not provide for licensing fee payment for this. Such a using the trademarks, logos, graphical images does not violate the exclusive rights of the right holder as a result of introduction goods into civil circulation in accordance with, and following the procedures stipulated in article 1487 of the Civil Code of the Russian Federation.

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

8.3.5. 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 all or some of the Companies cooperating under the Offer;

8.3.6.. 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;

8.3.7. 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 notification procedure is deemed necessary by the Payment Center.

8.3.8. Control and monitor transactions under the Offer on an ongoing basis in order to detect and prevent activity and/or actions of Clients that may be qualified as fraud in accordance with the legislation of the Russian Federation or actions falling under the laws of the Russian Federation under the concept of fraud by Clients when performing Transfers. If such transactions are identified, the Payment Center shall have the right to impose a technical limitation for each Transfer, and the Company shall refuse to payout the said Transfer to the recipient Client.

8.3.9. Carry out the transfer of funds.

8.3.10. Exercise other rights under the Offer, Service Rules or separate 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). Within these forms of non-cash settlement, 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 the Offer and the 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-sender shall provide for:

9.2.1.1. maximum Transfer amount;

9.2.1.2. obligation of a Sender to notify a Receiver on performing (sending) a Transfer and providing information about the Transfer (including full name of the Sender), 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, unless otherwise established by the Payment Center;

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, or other conditions for the cancellation of a Transfer by the Sender;

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 (initiation of Transfer payout by Receiver). 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;

9.2.1.6. permission (consent) of the Sender to report an information about the Transfer (including Money Transfer Control Number, Transfer Amount, Transfer Currency) to the Payment Center and the Companies, participating in performing a Money Transfer, to the Sender and (or) to the Receiver, inter alia, by submitting the information about the Transfer on the mobile (cellular) phone numbers, provided by the Sender;

9.2.1.7. a duty of the Sender ensure security and confidentiality of the information about the Transfer, including the obligation of the Sender not to disclose the information about the Transfer to third parties, with the exception of the 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. Personal data are provided to the Parties in the following ways:

- ✓ directly from potential or active Clients, their representatives for the purpose of concluding agreements and subsequent communications, informing Clients and providing other banking services;
- ✓ from public authorities, central (national) banks and other organizations, in order to comply with the requirements of relevant legislation;
- ✓ from Companies in accordance with the terms of this Offer.

9.5.2. The Company processing personal data of a Client being an individual shall request Client's consent to processing personal data (with the right to further delegation the processing of personal data) by the Parties and third parties attracted by the Payment Center, and other required permits (consents), *inter alia*, to communicate information on a Transfer and to provide Parties with access to it by means of the Software when the Client directly contacts the relevant Company for the purposes specified herein, including in order to analyze and identify transactions (information on all Transfers performed by the Client) related to combating legalization (laundering) of proceeds of crime and financing of terrorism, and other suspicious (doubtful) transactions in relation to the Client itself, as well as to be governed by regulatory acts and requirements for the protection of personal data established by legislation of the Russian Federation and the Company's country of incorporation. 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), blocking, erasure, anonymization and destroying personal data. The Parties shall keep personal data strictly confidential and provide security of personal data upon processing, including information on Transfer, use reasonable organizational and technical efforts to protect personal data obtained in the framework of the execution of the Offer from unlawful or accidental access to them, destruction, alteration, blocking, copying, distribution, as well as from other illegal actions in relation to personal data.

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 entrust each other with processing of Clients' personal data, including information on the Transfer, and provide Client's personal data and/or access thereto with the purpose of provision of Money Transfer and other banking services to the Client. The list of processed personal data may contain the following categories, unless otherwise provided by the agreement with the Client and / or the settings of the Software:

- ✓ Client's data, recorded in the Software (name, contact details, citizenship, details of the identity documents, etc.);
- ✓ Client's financial condition and business reputation indicated by him when entering into an agreement with the Company (in cases provided for by law);
- ✓ information collected and accumulated through the Software in the process of providing services within the framework of the Offer, including information on the performing Money Transfers.

9.5.4. Form of the storage of personal data within the Offer should enable to determine the personal data subject, and the storage period of personal data is meant to be stipulated by the agreement to which the Client - personal data subject is a party, beneficiary or guarantor.

9.5.5. 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.

9.5.6. 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.

9.5.7. The Parties undertake to ensure bank secrecy regarding the Transfers, including maintaining confidentiality of information on money Transfer operations within the framework of the Offer. Information about the Transfers can be provided directly to the Client (the Sender or the Receiver), his authorized representative, as well as state authorities in the manner and in cases provided for by the relevant legislation and this Offer. The Payment Center has the right to provide information on Transfers directly to the Sender / Receiver, including based on a contract (agreement) concluded with the Sender / Receiver.

9.5.8. The Parties agree that the processing by the other Party and the third parties involved by it of information about the Transfers within the framework of the Offer, including the provision of information about the Transfers directly to the Client, does not violate the rights of the relevant Party and the rights of Clients with respect to such information.

## **10. TRANSFER SENDING AND SETTLEMENT PROCEDURE IN CASE AN ACCOUNT IS OPENED**

10.1. Transfer Send Transactions in case an Account is opened:

10.1.1. When the Sender applies to the Company to send a Transfer Amount, the Company shall start the Transfer procedure and collect the Transfer Amount and the Consumer Fee subject to successful Authorization. The Authorization shall be performed as follows:

10.1.1.1. Authorization shall be deemed successful if the total sum of the Transfer Amount and the corresponding remuneration of the Payment Center does not exceed the Account Authorization Limit.

10.1.1.2. The Authorization shall be deemed unsuccessful if the total sum of the Transfer Amount and the corresponding sum of the remuneration of the Payment Center exceeds the Account Authorization Limit. In this case, the Company shall not start the Transfer procedure and shall not collect the Transfer Amount and any Consumer Fee.

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

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

10.3.1. Money Transfer Control Number;

10.3.2. Sender's first, middle and last name (unless otherwise provided by law or national custom);

10.3.3. Receiver's first, middle and last name (unless otherwise provided by law or national custom);

10.3.4. Transfer Amount;

10.3.5. Amount of Remuneration of the Payment Center.

10.4. Based on the Official Notification on acceptance of the Transfer, the Payment Center shall create an Order of the Company. Each Company's Order shall be created for the total sum of the Transfer Amount and the corresponding remuneration of the Payment Center (except for the cases when the Consumer Fee is not charged from the Sender).

In cases where the Consumer Fee is not charged from the Sender, when generating the Company's Order, the Order of the Payment Center shall be also generated, which includes the corresponding remuneration of the Company for sending the Transfer Amount.

10.5. The generated Company's Order is the basis for the Payment Center to unconditionally debit funds in the Transfer Amount and Remuneration of the Payment Center from the Company's Account and credit them to the bank account of the Payment Center. Debiting funds from the Company's Account shall be performed by means of payment requests payable with a prior acceptance of the payer (Company) (hereinafter - payment requests). Payment requests shall be drawn up and executed by the Payment Center that is the beneficiary of the funds, which is entitled

to make payment requests to the Company's Account on the basis of Company's Orders, in accordance with the information contained in the Company's Order. This term of the Offer constitutes the main contract, on the basis of which the monetary obligation of the Company for the execution of the Company's Order arises. The amount of acceptance of a payment request shall be determined in accordance with the information contained in the Company's Order and corresponds to the amount of each Company's Order. Partial execution of the payment request is permitted. The Company agrees in advance that debiting funds from the Company's Account in pursuance of a Company's Order shall be performed by the payment order drawn up and executed by the Payment Center in the manner prescribed by this clause and shall not require additional acceptance of each payment request on the part of the Company. The Company confirms the unconditional right of the Payment Center to draw up and execute payment requests in pursuance of the Company's Order. This condition further governs the relationship between the Payment Center and the Company under the Account Agreement.

10.6. Company's Order shall be executed no later than the Banking day following the day of the Transfer unless otherwise specified by the Account Agreement.

10.7. Procedure for Transfer Amount payout in case an Account is opened:

10.7.1. When the Receiver (including a Sender acting as a Receiver) applies to the Company for the Transfer Amount, the Company shall request the Receiver to provide the Money Transfer Control Number and check if the Transfer Amount is available and ready for payout via the Software.

10.7.2. In case the Transfer Amount is ready for payout the Company shall verify the identity of the Client through the verification of identity documents required by the Transfer performance requirements, established by the effective legislation of a country where the Transfer Amount is paid out (thereupon the discrepancies in spelling of Client's last name, first name and, if applicable, middle name is allowed in consideration of common rules of transliteration) and terms for Transfer implementation. In accordance with the terms for Transfer implementation, the Software settings may in order to verify the identity of the Client provide for the provision of additional information by the Client before Transfer payout.

10.7.3. If the verification of the Client's identity is successful, the Company shall pay out the Transfer Amount in cash in the currency of Transfer Amount. The Company shall not have the right to:

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



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

The Transfer Amount payout in a different form and on other conditions is allowed only with the agreement of the Payment Center or with the consent of the Payment Center.

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

10.7.4.1. Money Transfer Control Number;

10.7.4.2. Information about the Sender, stipulated by the Software;

10.7.4.3. Receiver's first, middle and last name (unless otherwise provided by law or national custom);

10.7.4.4. Transfer Amount;

10.7.5. Based on the Official Notification about the Transfer Amount payout, the Payment Center shall generate the Payment Center's Orders: an Order for the sum of Transfer Amount and an order for the amount of Company's remuneration for the Transfer payout.

10.7.6. Based on the generated Payment Center's Orders, the Payment Center shall unconditionally credit the Company with the Transfer Amount and the corresponding Remuneration of the Company to the Account in the currency of Transfer payout/remuneration of the Company.

10.7.7. The Order of the Payment Center shall be executed no later than the Banking day following the day of the Transfer payout. This condition further governs the relationship between the Payment Center and the Company under the Account Agreement.

10.8. Settlement Procedure in case of termination of the agreement by the Sender and return of funds:

10.8.1. The Company shall create in the Software and transmit to the Payment Center an Official Notification about termination of the agreement and return of funds transferred to The Company under this Agreement.

10.8.2. Based on the Official Notification about termination of the agreement and return of funds transferred to the Company under this Agreement, the Payment Center shall generate the Order of the Payment Center. Each Order shall be generated for the total sum of the Transfer Amount and the corresponding remuneration of the Company for sending Transfer Amount (except for the cases when the Consumer Fee has not been charged from the Sender). In cases where the Consumer

Fee has not been collected from the Sender, a Company's Order shall be created for the amount of the corresponding remuneration of the Company for sending Transfer Amount.

10.8.3. Upon termination of an agreement between the Company and the Sender and repayment of the funds transferred to the Company hereunder, monetary funds in the sum of the Transfer Amount and the corresponding remuneration of the Company for sending Transfer Amount shall be repaid to the Company providing services to the Sender in the amount and currency in which they were debited from the Account, except for Transfers for which the Offer provides special conditions. In cases where the Consumer Fee has not been collected from the Sender and the Payment Center has paid the corresponding remuneration of the Company for sending Transfer Amount, the Payment Center shall debit the amount of the said remuneration from the Account in the amount and in the currency in which it was paid by the Payment Center.

10.9. The Parties hereby agree to perform settlements under this Offer (write off the Account/credit the Account monetary funds) using Account opened/used by the Parties upon performing settlements within the framework of the Payment service "Zolotaya Korona" – Money Transfer" of the Payment System "Zolotaya Korona" until the Company notifies the Payment Center of the use of another bank account opened with the Payment Center for the purposes of settlements.

## **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, in case the Authorization Limit calculation procedure for the Company has not been changed by the Payment Center unilaterally out of court, 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 Obligation of the Company and Obligation of the Payment Center in corresponding currency is regulated by clause 11.7. of this Offer.

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 corresponding remuneration of the Payment Center together with the Transfer Amounts and the corresponding 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 corresponding 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 corresponding remuneration of the Payment Center together with the Transfer Amounts and the corresponding 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. Procedure for issuing a Transfer amount in case no Account is opened:

11.2.1. When the Receiver (including a Sender acting as a Receiver) applies to the Company to receive a Transfer Amount, the Company shall request 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 Client's last name, first name and, if applicable, middle name is allowed in consideration of common rules of transliteration) and terms for Transfer implementation. In accordance with the terms of Money Transfer implementation 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 verification of Receiver's identity is successful, the Company shall pay out the Transfer Amount in cash in the currency of Transfer Amount. 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 or perform any additional actions in order to receive a Transfer Amount, including, but not limited to, opening an account, receiving a card or carrying a currency exchange transaction.

Payout of Transfer Amount in another form or on other conditions shall be possible only upon agreement or approval of the Payment Center.

11.3 The Company shall create in the Software and transmit 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. Information about the Sender stipulated by the Software;

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 in the currency of the paid out Transfer. 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 Obligation 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, monetary funds in the sum of a Transfer Amount and a corresponding remuneration of the Company for sending Transfer Amount, shall be repaid to the Company providing services to the Sender by including them into Payment Center's Obligation. In cases where 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 procedure for calculation Authorization Limit was applied in accordance with clause 11.1.1. hereof:

11.5.1. Transfer accounting, calculation of corresponding 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 is 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 that the Payment Center’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 a 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.

The Payment Center shall, on the last business day of the calendar month, transfer to the Company the full amount of remaining Payment Center Obligation formed during the current month regardless of the Maximum amount of the Payment Center obligation, unless otherwise provided by the Agreement on accession or the Supplementary agreement. The Maximum amount of the Payment Center obligation may be amended by the Agreement 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, as well as through the submission by the Company of a Request for additional working conditions under the Offer, containing the new details 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 / Signature specimen book 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 the originals of the reconciliation acts has not been received by the Payment Center within the period specified in this clause, 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 independently 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, other than those specified in sub-clauses 15.4.1 and 15.4.2 hereof, 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 its 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 on the last 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 of the Transfer 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 email 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, as well as by providing a Request for additional working conditions under the Offer, containing new details 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/Signature specimen album, 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 out of court 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 2.15 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. In case of cancellation by the Sender of the Transfer with conversion performed when a Transfer is accepted, the procedure for paying out the specified Transfer by the Company shall be determined and conditioned by the length of time calculated in minutes.

12.1.6.1. When a Sender applies to the Company, through which he made the Transfer with conversion, performed when a Transfer is accepted, within 30 (thirty) minutes after the performance of such a Transfer, the Company generates in the Software and direct to the Payment Center an official notice of termination of the agreement and return of funds paid to the Company under this agreement. Refunds are made in the manner prescribed for this reason by this Offer. Return of the Transfers with conversion under the terms of this paragraph is carried out one-time during the calendar day in relation to a particular Sender.

12.1.6.2. When a Sender applies to the Company, through which he made the Transfer with conversion regarding the cancellation of the second and/or each subsequent one within a calendar day Transfers with conversion, performed when a Transfer is accepted, or after 30 (Thirty) minutes after the performance of such a Transfer, the Company direct to the Payment Center an official notice on the payout of the Transfer Amount to the Sender in the status of the Receiver. The procedure for paying out the Transfer and calculating the respective remuneration of the Parties for payout the Transfer Amount, regulate by the relevant section of this Offer.

Such Transfer Amount shall be paid out in the Transfer payout currency, except as expressly provided for, including:

- ✓ When the Sender, act as the Receiver, requests to payout the Amount of the Transfer with conversion at the moment of payout,

- ✓ In case of performing Transfers, using a bankcard directly provided for by the Software and the agreement between the Client and the Company. The payout of such a Transfer with conversion is carried out by the Company using the requisites of the Sender's account as the Receiver, requested by the Software, exclusively in the currency of acceptance of the Transfer at the exchange rate of the Credit Union "Payment Center" Ltd, valid at the moment of payout, and in an amount not exceeding the Amount of the Transfer with conversion at the moment of acceptance of the Transfer.

12.1.7. 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. ELECTRONIC MONEY TRANSFER**

12.2.1. A Transfer made at the expense of electronic funds shall be a Transfer within the scope of this Offer, and shall be performed by a Client's Order containing E-wallet Identifier, using the hardware and software systems installed at the Agents by repayment to the Client the balance of the e-money accounted for in the Payment Center.

12.2.2. Terms additionally used in the implementation of this type of Transfer:

12.2.2.1. Electronic Money (E-money) – monetary funds in the currency of the Russian Federation provided in advance by the Client-individual to the Payment Center in accordance with the comprehensive customer service agreement concluded between them.

12.2.2.2. E-wallet identifier – a unique 13-digit number, defined in accordance with the comprehensive customer service agreement concluded between the Client and the Payment Center.

12.2.2.3. One-time secret password - a unique set of symbols provided to the Client by the Payment Center to confirm the Client's sending of the Client's Order. Use by the Client One-time secret password is the equivalent of a handwritten signature. One-time secret password has a limited validity period.

12.2.2.4. Client's Order – the will of the Client (natural person), containing E-wallet identifier, to make a Transfer in his name at the expense of the Electronic Money.

12.2.3. When the Client applies to the Agent having the appropriate settings of the Software for the purpose of making the Transfer at the expense of e-money, the Client shall provide the employee of the Agent with an identity document. Agent's employee shall verify the Client's identity by verifying the identity documents established by the applicable laws of the country of incorporation of the Company with the identity of the applicant (in particular by checking the photo in the document against the applicant's appearance).

12.2.4. In case the verification of Client's identity is successful the Agent's employee shall create in the Software and transmit to the Payment Center request for registration of Client's Order containing the following data:

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

12.2.4.2. E-wallet identifier;

12.2.4.3. Transfer Amount and currency in which the Client intends to make the Transfer at the expense of e-money.

12.2.5. Payment Center shall verify data contained in the request for registration of the Client's Order transmitted by the Company.

12.2.6. If the verification of data contained in the request for registration of the Client's Order is successful the Payment Center shall send to the Client's telephone number, known to the Payment Center on the basis of contractual relations with the Client, a SMS message with a One-time secret password.

12.2.7. Agent's employee shall request a One-time secret password from the Client and enter it into the Software, which means that the Client confirms with the One-time secret password the data of the request for Client's Order registration. Whereupon the Agent's employee shall provide the Payment Center with the Official Notification and request containing the data required by clauses 12.2.4.1-12.2.4.3 of this Offer.

12.2.8. On the basis of the Official Notification on data acceptance and the confirmed Client Order registration request, the Payment Center shall, on the basis of the data received from the Company, perform a Transfer at the expense of electronic funds.

12.2.9. After the Company has given an Official Notification and a request to the Payment Center in accordance with clause 12.2.7 hereof, it is not possible to make changes to the Client's Order of the person.

### **12.3. MONEY TRANSFER PAYOUT ACCOMPANIED WITH PRELIMINARY INFORMING ON PAYOUT DETAILS**

12.3.1. 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.

12.3.2. . 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.

12.3.3. 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.

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

12.3.5. The Company providing services to the Receiver shall have the right to pay a Transfer out to the Receiver on the terms recorded in the Software.

#### **12.4. BASIC TRANSFER**

12.4.1. Basic Transfer is a Transfer, whereby the Company providing services to the Sender ensures notifying a Sender and a Receiver of the sending of the Basic Transfer and that the Sender is notified of the Basic Transfer payout, and provides information accompanying the Basic Transfer (including Money Transfer Control Number, information on the clarification of the status of the Transfer). Unless expressly provided otherwise, the procedure for making a Transfer/Transfer with conversion shall apply to Basic transfer under this Offer.

12.4.2. In order to provide a Sender and a Receiver with information on Basic Transfer, stipulated in clause 12.4.1 of this Offer, The Company providing services to the Sender shall hold the Payment Center responsible for informing Clients. In order to ensure the performance of specified duty, the Payment Center has a right to attract third parties.

12.4.3. On the basis of the Official Notification on Transfer acceptance, the Payment Center shall create the respective notice, containing all required information to notify the Sender and the

Receiver, provided for in clause 12.4.1 of this Offer. After the Company providing services to the Receiver has paid a Transfer out and sent an Official Notification on Transfer payout to the Payment Center, the Payment Center shall generate a respective notice, containing all required information to notify the Sender about Basic Transfer payout.

12.4.4. After receiving respective Official Notifications in the Software on Basic Transfer status the Payment Center shall notify the Sender and the Receiver without delay that the Basic Transfer has been sent or the Sender about Basic Transfer payout and provide required information about Basic Transfer, accompanying such Transfer, by sending text and/or electronic messages as provided for in the contractual relationship with the Sender, by the mobile (cellular) telephone numbers provided by the Sender (its own and the receiving Client) specified by the Sender when sending the Basic transfer.

12.4.5. The Sender and the Receiver shall be considered notified, as well as providing the Client with all necessary information as set out herein shall be deemed to have been carried out properly by the Company serving the Sender/Payment Center at the time of successful sending of text and/or electronic messages to centers of mobile (cellular) radiotelephone service providers of Clients, or from the moment of receipt of the delivery status to the device of the Sender and/or the Receiver with indication of the mobile (cellular) phone numbers that the Sender informed when sending the Basic Transfer.

12.4.6. The Company providing services to the Sender/the Payment Center shall be deemed to have duly carried out the notifications provided for in clause 12.4.1 hereof and to have provided all the information required by the Offer for the Basic Transfer, regardless of the serviceability of the Clients' telephones/cellular communication devices, including the status of the network state and the coverage area of the mobile (cellular) radiotelephone service operator, inability to receive mobile data, turned off or other mode that makes it impossible to receive text and electronic messages on the device.

12.4.7. The Payment Center shall not enter into any legal relationship with Clients in relation to the provision of notifications under this clause of the Offer, nor in relation to the implementation of such notifications, and shall in no event be liable to the Sender and/or the Receiver in respect of the provision or implementation of notifications provided for by the Offer.

12.4.8. Amounts of the remunerations for Basic Transfer shall be determined by Tariffs.

## **12.5. DETAILS OF PAYOUT A MONEY TRANSFER SENT TO THE REPUBLIC OF TAJIKISTAN**

12.5.1. The payout of a Transfer in the territory of the Republic of Tajikistan, sent under this Offer, is provided by the Payment Center as member of the Payment System “Zolotaya Korona” in its cooperation with the Payment System CONTACT.

12.5.2. The amounts of remuneration for implementation a Transfer to the Republic of Tajikistan are determined by Tariffs.

## **12.6. DETAILS OF SENDING TRANSFERS TO THE PEOPLE'S REPUBLIC OF CHINA USING ACCOUNT IDENTIFIER**

12.6.1. When accepting a Transfer intended to be received in the territory of the People’s Republic of China, the Company providing services to the Sender, in cases directly provided for by the Software settings for this Company, shall request from the Sender the details of the Receiver’s account or account’s identifier of the Receiver (identification number), to which the Transfer is to be credited. Within the framework of this Offer, the account’s identifier of the Receiver (identification number) means any characteristics, identification attributes or other details indicating the ownership of the account by the Receiver, including identification number Alipay.

12.6.2. Currency of Transfer sending, intended to be received in the territory of the People’s Republic of China using account identifier of the Receiver is US dollar, if the Sender deposits with the Company to pay the Transfer Amount in any other currency provided by the Software, the conversion shall be made at the conversion rate set by the Payment Center at the time of accepting the Transfer.

12.6.3. When the Transfer Amount is credited to the Receiver's account, the Transfer Amount may be changed by the Company providing services to the Sender, including by converting the amount of the Transfer into the currency of the account of the recipient and/or by charging a card/account replenishment fee by the card issuing organization. The Payment Center and the Company providing services to the Sender shall not be liable for any change in the Transfer Amount in the cases provided for in this clause.

12.6.4. In case the Transfer intended to be received in the territory of the People’s Republic of China using the account’s identifier of the Receiver has not been made for reasons beyond the control of the Parties, when the Payment Center has received a refusal to credit the Sender’s account, the Payment Center, including with the involvement of third parties, shall inform the Sender about the need to return the specified Transfer.



### 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 law of the Party's country of incorporation, except in the cases expressly referred to herein.

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

<b>Consumer Fee</b>	<b>Remuneration of the Company</b>	<b>Remuneration of the Payment Center</b>
0-5 % from the Transfer Amount*	0-5 % from the Transfer Amount*	0-5 % from the Transfer Amount*

\* except cases when the remuneration of the Parties is determined by the Tariffs as a fixed money 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 or by agreement of the Parties, for the service of sending a money transfer to a Receiver at a Sender's request. 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 or by agreement of the Parties.

At the moment of accession hereto as a Company of a foreign legal entity, the remuneration of such Company 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 any 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 provided for in this Offer, which 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 under money transfer performance 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 the remuneration of the Payment Center 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 (in the form of taxes, levies) from payments to be transferred to the Payment Center, the Company has the right to send a written notice to the Payment Center in the form approved by the Payment Center (for the corresponding period from the date of the beginning of the calendar year to the date of submission to the Company of a certificate confirming the residence of the Payment Center in the Russian Federation), containing information about such deductions, which must be accrued, withheld and paid in accordance with the legislation of the country of the Company's registration from Remuneration paid to the Payment Center for the specified period, but were not withheld when transferring remuneration to the Payment Center. The notification form is available on the Internet at [www.rnko.ru](http://www.rnko.ru).

Together with the notification, the Company is obliged to provide certified copies of documents confirming payment to the budget of the country of the Company's registration any withholdings/deductions from payments to be transferred to the Payment Center. The Payment Center has the right to require the Company to provide additional documents (information), including those confirming the fact of payment.

The Company shall within 10 (ten) days from the moment of request of the Payment Center, provide the Payment Center with the specified additional documents (information). All the

submitted documents must be signed by authorized persons (on behalf of the Company - by persons included into the banking sample signatures and seal card/Album with sample signatures, provided that the Payment Center has up-to-date documents confirming the authority of such a person).

The Payment Center has the right to transfer funds to the Company in the amount indicated in the notice of the Company, subject to the following conditions:

- ✓ The notice specified in this clause is filled out correctly, the entered information is correct;
- ✓ The Company provided all the documents confirming the notice timely, including additional documents that were requested by the Payment Center;
- ✓ The consent of the Payment Center with the data contained in the notice of the Company.

The Payment Center has the right to refuse to transfer funds to the Company in case of failure by the Company to fulfill any of the conditions stipulated above. The Company has the right to send the adjusted notification again for approval by the Payment Center.

13.5. The Payment Center assumes all obligations with respect to payment of any taxes due and payable for providing Clients with money transfer services without opening a bank account 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 providing Clients with money transfer services without opening a bank account 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 any remunerations of the Company paid by the Client to the Company.

## **14. PRE-COURT SETTLEMENT OF DISPUTES**

### **LIABILITIES OF THE PARTIES**

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 nonperformance 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 Offer. 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 receiving 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 acts of foreign exchange regulatory authorities 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 Company by giving 180 (one hundred eighty) calendar days' written notice to the Payment Center prior to the intended date of termination of the Agreement on accession; upon expiry of the specified term, the Agreement on accession shall cease to operate and shall be deemed terminated.

15.1.2. by the Payment Center by giving a written notice to the Company not less than 30 (thirty) calendar days prior to the intended date of termination of the Agreement on accession, upon expiry

of the specified term, the Agreement on accession shall cease to operate and 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 posting them in advance at [www.rnko.ru](http://www.rnko.ru) prior to the effective date of the new version 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 the Offer, 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.

15.4.4. The participation of the Company as a participant in the Payment System "Zolotaya Korona" is terminated at the initiative of the payment system operator (the Payment Center). 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 unilaterally decide, out of court, to terminate 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 termination of the Agreement on accession without observing the terms set in clause 15.1.2 hereof.

15.6. 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. OTHER PROVISIONS**

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.

16.2. This Offer, drawn up in English language, is referred to as “KoronaPay Money Transfer (Money Transfer Service Agreement) (the “Offer”)” and / or “Golden Crown International Money Transfers”.

16.3. The Parties have the right to carry out mutually beneficial cooperation and cooperation in order to improve the quality of services provided to Clients under this Offer, development of the range of services and the growth of the Parties' financial results.

16.3.1. The Payment Center has the right to develop, for the purposes indicated in clause 16.3. of the Offer, any motivational, incentive and marketing programs and promotions (hereinafter referred to as the “motivational program”) for the Company's employees that comply with the applicable laws of the Russian Federation, the Offer and anti-corruption policy of the Parties (if any).

16.3.2. The Payment Center provides the Companies with a motivational program, defines the conditions for participation in the program, the time of the program, motivational incentive for the employees of the Companies and other required conditions.

16.3.3. Мотивационная программа, представленная Платежным Центром, согласовывается и принимается Обществом путем регистрации соответствующих работников Общества в специальном разделе на сайте [www.koronapay.com](http://www.koronapay.com) (или на ином сайте, указанном в мотивационной программе).

16.3.4. Registration of the corresponding Company's employees in a special section on the website [www.koronapay.com](http://www.koronapay.com) (or on another website specified in the motivational program) is the Company's acknowledgement of its employees' participation in the motivational program.

16.3.5. The Company shall provide employees' personal data to the Payment Center with the written consent of each employee: full name, sex, nationality, date and place of birth, identity document details, including outside the Russian Federation, TIN, telephone number and address of residence (registration or domicile). The Company, as the operator of the said personal data, entrusts the Payment Center (including third parties engaged by the Payment Center) in order to perform, on behalf of and at the expense of the Payment Center motivational incentives for the Company's employees, processing of the said personal data of the Company's employees using automation means and/or without such means, namely: collection, recording, systematization, accumulation, storage, clarification (updating, change), extraction, use, transfer (provision, access), anonymization, blocking, erasure, destruction of personal data. The Payment Center is obliged to comply with the principles and rules of personal data processing stipulated by the Federal Law of the Russian Federation No. 152-FZ dated 07/27/2006 "On Personal Data", their confidentiality, to ensure the security of personal data during its processing in accordance with the requirements of the current legislation of the Russian Federation. The Company shall guarantee to the Payment Center that the consent of the employee of the Company to the Payment Center's personal data processing (including the transfer of personal data by the Payment Center to third parties) has been obtained by the Company in accordance with the requirements established by the Federal Law of the Russian Federation No. 152-FZ dated 07/27/2006 "On Personal Data", and that it is solely responsible for breaches of the law due to the absence of the corresponding consent of the employee of the Company for the processing of personal data. The above personal data of the Company's employee shall be transmitted in the order of registration of the corresponding Company's employee on the website [www.koronapay.com](http://www.koronapay.com) (or on another website specified in the motivational program), as well as by other ways additionally determined with the corresponding employee.

16.3.6. The Payment Center, on its own behalf and at its own expense, provides motivational incentives for the Company's employees in accordance with the terms and results of the motivational program. Motivational incentive within the framework of the motivational program is not recognized by the Company as an action/inaction contrary to the Company's anti-corruption policy, Offer and legislation of the Russian Federation, including, but not limited to, is not a bribe, commercial bribery or other corrupt act. Motivational incentive is carried out exclusively within the framework of the motivational program and exclusively for the purposes specified in clause 16.3. of this Offer.

In the event of a breach of the terms and conditions of the motivational program, the terms of the Offer, the Payment Center has the right to unilaterally out of court to refuse from the motivational incentive under the relevant motivational program or to change the terms and conditions of the motivational program.