

**NON-BANK CREDIT ORGANIZATION “MOBY.MONEY”  
LIMITED LIABILITY COMPANY**

**APPROVED BY  
NCO General Director  
Order No. 12 dated 03 March 2017  
(effective from 20 March 2017)**

**AGREEMENT  
on rendering services for providing settlements on Transfers in favor of Payees – clients of Credit Institutions  
(Revision 4)**

**Moscow  
2017**

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## 1. Terms and definitions

**Authorization** means a procedure of receipt of permission to commission by the Payer of the actions necessary for the implementation of Transaction provided to NCO by the corresponding Partner by means of System. Authorization is provided by the Partner to the approved rules of carrying out Authorization within the agreement signed between the Partner and the Payer, and within terms and conditions of the contract, signed with NCO.

**EHS** means an equivalent of handwritten signature. EHS shall be used in accordance with Regulations of information exchange.

**Bank card** means a payment card (including cards of international payment networks) issued by a Credit Institution. Bank cards represent an electronic payment instrument and used by the Payer (cardholder) to perform a Transaction. Bank cards may serve as debit (settlement) cards, credit cards and pre-paid cards.

**Bank Payment Agent (BPA)** means a Partner of NCO, non-Credit Institution, acting for and on behalf of NCO, based on the agreement with NCO: performing acceptance of money funds of Payers via the BPA's Service Channel for the purposes of the subsequent Transfer to the Payee; which carries out identification of Payers and/or providing ESP to Payers.

**Partner bank** means the Partner of NCO, a Credit Institution transferring at the request of the Payer without opening of the bank account attracting NCO to commission of Transfer to Payees as Credit Institution – the intermediary in transfer.

**Acquiring Bank** means the Partner of NCO, a Credit Institution performing settlements for the Transactions with the use of Bank cards by the instruction of the Payer (cardholder) for increase in remaining EM balance of the Payer's EPI in NCO (EM deposits). For the purposes of this Agreement the Acquiring Bank acknowledges the Credit Institution that allows the Payers to transfer funds being on the Payer's bank account, opened in this Credit Institution, by means of such Service Channels as Internet bank, Mobile bank, "bank-client" system, etc.

**Agreement** means this Agreement on rendering services providing settlements for Transfers in favor of Payees – clients of the Credit Institution. The Agreement is published on the Internet Website.

**Illegal Services** means Services offered by the Payee and/or relating to its business that are in breach of the laws of the Russian Federation and this Agreement, including:

- Services relating to the sale (including the sale) by the Payee of arms, fire and explosive hazardous substances and items, narcotic, psychotropic, toxic, caustic and radioactive substances, human organs and tissues, alcoholic and tobacco products; gambling services; sexual services and services that are contrary to universal moral principles; other services prohibited or subject to restriction as to their commercial use under the laws of the Russian Federation;
- Services which, as NCO is aware, the Payee will refuse/has refused to provide after the payment (the Transfer) for these services is made, including the Services in respect of which the Payee refused to present to NCO the documentary support that they were delivered to the Payer after the Transfer was made, and/or the Services in respect of which the Payee failed to notify that they were provided and/or the Payee presented unreliable information on the rendered Services.

In the event that NCO becomes aware that the Payee offers Illegal Services, the Parties shall take steps as provided by Schedule 6 to the Agreement.

**Application** means a document in the form satisfactory to NCO containing the Credit Institution's application for the purpose of adherence to the Agreement. NCO shall specify its decision on whether to accept the Application in the respective fields of the Application after it has been reviewed.

**Application for Transfer Reversal** means a document drawn up by the Credit Institution as required by Schedule 5 to this Agreement, containing the Payee's application (instruction) for the Transfer Reversal to be made by NCO.

**Information Communication** means electronic communication signed with AHS, which the Parties submit to each other to e-mail addresses of the Parties or through the Personal Account in accordance with the Regulation on Information Exchange.

**Service Channels** means the System of NCO and/or hardware/software or special technical means of NCO's Partners (operational branches, ATMs, self-service kiosks, mobile banking, Internet banking, Internet websites, remote banking systems, special technical means of Partners, and so forth), provided to the Payers for the purpose of drawing up Instructions and transfer them to NCO, and other actions aiming to perform remote Transactions. The list of Service Channels is published on the Website.

**Credit Institution** means bank or non-bank credit organization which signed an agreement with the Payee and was engaged by NCO as the intermediary for making Transfers.

**Personal Account** means a special-purpose section on the Website protected by special encryption technologies, constituting a system (software) of electronic document flow between NCO and the Credit Institution, containing the details of the Service and enabling the Credit Institution to exchange information with NCO on the progress of the Transfers, weekly and monthly registers of successful Transfers, Statements, etc. In exchanging the information and documents through the Personal Account, the Parties shall rely upon the Regulation on Information Exchange.

**Subscriber's Personal Account** means an account in the electronic register of the Telecom operator, containing the data concerning the Telecom operator's amount of obligations and their cash equivalent to the subscriber, and the information on transactions performed by the Telecom operator by the request or instruction of the subscriber. The funds to be deposited to the Subscriber's personal account shall be transferred by the Subscriber to Telecom operator, such funds are accounted by the Telecom operator on the Subscriber's personal account and further are used by the Subscriber in accordance with the terms and conditions of the agreement signed between the Subscriber and the Telecom operator.

**Invalid Transfer** means a Transfer to pay for or sell any Illegal Services and a Transfer made by the Payer in favor of the Payee in breach of the rules set out by the Partner or a Transfer which has or may become subject to a dispute or controversy under the rules set out by the respective Partner.

In the event that it becomes known that an Invalid Transfer was made in favor of the Payee, the Parties shall take steps as provided by Schedule 7 to this Agreement.

**Non-profit Organization** means a legal entity being a duly registered religious and/or charitable organization, condominium, household or housing construction cooperative or any other dedicated consumers' cooperative or regional operator incorporated in the legal form of a fund in accordance with the Housing Code of the Russian Federation.

**Non-resident** means a Credit Institution and/or the Payee incorporated (registered) in accordance with the laws of a foreign state with its place of business outside the Russian Federation.

**NCO** means Non-bank Credit Organization "MOBI.MONEY" LLC, license to banking operations No. 3523-K dated 06 December 2013, with its place of business at 125009, Moscow, B. Gnezdnikovsky Lane, 7.

**Telecom operator** means the Partner of NCO that reserves the right to independently render to subscribers services of radiotelephone mobile communications, or, holding essential position in a public communication network, it may independently render telecommunication services on data transmission and renders telecommunication services on the basis of the agreement signed with the subscriber, on the basis of the respective license and established contractual relations with NCO for the purpose of providing to the Payers an opportunity to make Transactions at the expense of the Payer's funds. These funds are given by the Payer to the Telecom operator, being accounted on the Subscriber's personal account at the Telecom operator.

**Transaction** means transaction on registration (providing) of EPI, and/or depositing Electronic Money Funds to EPI, and/or making Transfer, and/or debiting a fee to the Payer on the basis of the Instruction.

**Transfer Reversal** means efforts of the Credit Institution, which are taken by the instruction of the Payee, to reverse the whole or part of the Transfer to the Payer as a result of the Payer having cancelled or returned the Service, or the Payer having indicated incorrect payment details of the Payee, or the Payee having failed to provide the Service to the Payer in accordance with the respective agreement between the Payer and the Payee subject to the laws of the Russian Federation. The procedure and terms of making a Transfer Reversal are set out in Schedule 5 to the Agreement. The amount of the Transfer Reversal is defined in accordance with the agreement signed by the Payee and the Payer, but in any case shall not exceed the Transfer amount.

**EM Remaining Balance** means EPI detail that defines the amount of the monetary obligation (claim), which the Payer may forward to NCO when performing Transactions in the amount of provided funds and accounted by NCO as Electronic Money.

**Reporting Day** means a calendar day (from 0:00:00 till 23:59:59 Moscow time).

**Reporting Period** means a calendar month of a year.

**SHC of the Credit Institution** means the software and hardware complex of the Credit Institution providing information and technological interaction between NCO, Credit Institution and Payee when making Transfers.

**Partner** means a legal entity or individual registered as a proprietor, which owns the necessary licenses stipulated by the legislation that established contractual relations with NCO. Within these relations the Partner provides an opportunity to Payers, by means of the Service Channel that belongs to the specified person, to issue and transfer the Instruction to NCO, and/or provides information and technological exchange between NCO and other Participants of settlements.

**Transfer (transfer without opening of the account)** means efforts of the Parties for ensuring the Payer's Instruction in favor of the Payee in payment for Services by the Payer, including actions of NCO and Credit Institution for providing information and technological interaction (including receipt, transmission, collecting and processing of Communications), non-cash remittance of funds (electronic funds) made by NCO as the money transfer operator.

**List of Services** means the list of Services of Payees which is made using the form provided by Schedule 2 "Form of the List of Services" and Schedule 2a "Form of Modifications and Amendments to the List of Services" to the Agreement. The list of Services is subject for submission to the Credit Institution provided NCO properly issued Application and the Technical Readiness Report issued by the Parties according to Clause 3.5 of the Agreement, confirming readiness of the Parties for information exchange.

**Remittance** means efforts taken by NCO to make cashless remittance of the money funds to the correspondent account of the Credit Institution in the currency of the Russian Federation, as a result and in response to obligations to perform the Remittance in the manner, provided by the Agreement.

Payer's Personal Data means any Payer's personal data, including his or her surname, name and patronymic (unless otherwise follows from a law or national custom), citizenship, date of birth, details of Payer's identification document, address of permanent (temporary) residence or place of stay of the Payer, subscriber's mobile phone number provided to the Payer by the Telecom Operator at the time of signing the agreement on rendering telecom services, as well as any other information which can directly and/or indirectly identify the Payer.

**Payer** means an individual who signed an agreement with NCO and/or Partner(s), under which the latter provide to the Payer Bank cards, Service Channels, Electronic Payment Instruments and other means allowing to make, certify and transfer Instructions, making actions as are necessary to make the Transfer.

**Payee** means the final recipient of the funds credited to the bank account, to which the Transfer is made, namely:

- Legal entity or individual registered as sole proprietor, who receives the funds of the Payer for the rendered Services;

- Non-profit organization;

- Public authorities and local government, budgetary institutions receiving the funds of the Payer to accomplish their duties established by the legislation of the Russian Federation;

- Credit institution receiving the funds of the Payer within the contractual relations established with the Payer (repayment of debt owed to the credit institution, deposits to bank card account, and so forth);

- Federal state unitary enterprise "Post of Russia";

- Other persons who have a right, according to the current legislation and contractual relations with NCO, to appear as recipients of funds that are credited to the bank account pursuant to the Instructions of Payers.

The Payee shall grant the right to NCO and Credit Institution to accept Instructions for making Transfers, bearing in mind that the Credit Institution guarantees NCO that the Payee is granted the rights, specified in this Clause, in the respective agreement with the Credit Institution.

**Enterprise** means the Partner of NCO providing to NCO the funds in favor of the individual– the Payer ("Client of the Enterprise") in cases and in the manner provided by the current legislation, using the Service Channels (special technical means and technologies) to submit Instructions to NCO in accordance with the instruction agreement or the agreement of information and technological interaction signed with NCO when transferring funds for the benefit of individuals (Clause 2, Article 7 of the Federal Law dated 27 June 2011 No. 161-FZ "On the National Payment System").

**Instruction** means an electronic document (electronic payment document) drawn up and transmitted by the Payer/Partner (on the basis of the respective instruction of the Payer upon condition of providing Authorization) in NCO through the Service Channel, which is the basis (depending on the context) for registration (providing) of EPI and/or crediting of Electronic Money Funds (increase of the Remaining EM balance) to EPI and/or making Transfer and/or debiting the Payer for the fee amount.

**Regulation of information exchange** means Regulation on Electronic Document Exchange (Schedule 1 to the Agreement).

**Resident** means the Payee created in accordance with the legislation of the Russian Federation and registered in the territory of the Russian Federation.

**Website** means NCO/System Internet website at [www.nkomobi.ru](http://www.nkomobi.ru).

**Service** means hardware and software of the Payee allowing Payers to generate Instructions (requests, orders) for rendering Services and initiate their payment (including by means of the website, SMS, USSD requests (or the USSD menu), EPI, etc.). The following may appear as the service: pay-gates and/or other equipment with enabled contactless (remote) payment feature, Payee's Websites with unique web address in the Internet, or applications for mobile devices providing information about the Services rendered by the Payee and their costs. In some cases by means of the Service the Payee may be provided with technological capability of creating and submitting to NCO or Credit Institution the Instruction on certain Transactions. The term "Online store" used in the text of the Agreement on rendering services for providing settlements for Transfers, concluded between Credit Institutions and NCO before entry into force of this revision of the Agreement, is deemed identical to the term "Service" and its definition, established by this revision of the Agreement.

**Mobi.MONEY System (System)** means NCO's hardware and software complex representing the remote banking system owned by NCO, that provides information and technological exchange between Participants of settlements when making Transactions and possibility for the Payer to carry out Transactions remotely.

**Communication** means an electronic document specifying the amount of the Transfer and its details enabling the Payer's Transfer to be clearly identified in the Payee's accounting system, in respect of which the Parties use the electronic document exchange procedure provided by Schedule 1 to the Agreement.

**Parties** means NCO and the Credit Institution where used jointly.

**Tariff** means the amount of fee payable to NCO for making Remittances and settlements for return Transactions established for each Service depending on category of rendered Services in the List of Services.

**Services** means goods (works or services or intellectual property) offered by the Payee to the Payers in the manner and on the terms and conditions provided by the agreements between them, including the activities of a Non-profit Organization relating to the acceptance of free-of-charge donations from individuals, as well as services provided by the

Payee – lending institution (non-bank lending institution), for the purpose to further carry out the Transfer to the ultimate recipient specified in the Instruction.

**Participants of settlements** means at joint mentioning in general or in a certain part depending on a context: NCO, Partners (when applicable), Payers, Payees.

**Electronic Money (EM)** means the money funds which is previously provided by the Payer to NCO through the Service Channels of the Telecom operator (Personal account), Acquiring Bank (Bank Card, Internet Banking, Mobile Banking, etc.), Partner Bank and Bank Payment Agent (terminals, self-service kiosks, etc.) or provided by the Enterprise in favor of the Payer in cases and in the manner provided by the current legislation of the Russian Federation for the subsequent execution by NCO the monetary obligations of the Payer to the Payee on the basis of Instructions.

**Electronic Payment Instrument (EPI)** means electronic payment instrument of NCO without material carrier which is not a bank payment card, certifying the monetary obligation of NCO to the Payer, allowing the Payer to make, certify and transmit Instructions to NCO for the purpose of performing Transactions within the Remaining balance of EM and drawn up by NCO to the Payer in the manner and under conditions established in the Public offer of NCO "MOBI.MONEY" LLC on facilitating of money transfers, including electronic money transfers. The following terms may be used in agreements concluded with Partners, in reference books of the Bank of Russia (including the reference book of payment service providers), in Tariffs, internal documents of NCO in order to define the term EPI: "E-wallet", "Local Wallet", "Wallet", "Electronic Payment Instrument", and others, with similar meaning.

## 2. Subject Matter. Manner and Terms of Execution of the Agreement

- 2.1. This document is an official (public) offer of NCO to the Credit Institutions to adhere to or enter into the Agreement on the terms and conditions specified in this Agreement and the Application. It also sets out the manner and the terms of adherence to this Agreement by the Credit Institutions, as well as the rights and obligations of the Parties arising out of or in connection with this Agreement.
- 2.2. Under Article 428, paragraph 2 of Article 432, paragraph 3 of Article 434, paragraph 2 of Article 437, paragraph 3 of Article 438 of the Russian Civil Code, the Agreement between the Parties shall be entered into by way of adherence to the Agreement by the Credit Institution in general. The Agreement shall be deemed concluded between the Credit Institution and NCO on the date (further, "Date of the Agreement") when NCO accepts the Application from the Credit Institution on terms and conditions provided in this document and in the Application. The Application of the Credit Institution shall be executed in 2 (two) copies signed by an authorized representative on behalf of the Credit Institution and bearing the seal of the Credit Institution. The Application marked as accepted by NCO shall be the sole evidence of conclusion of the Agreement. One copy of the Application marked as accepted by NCO shall be returned to the Credit Institution.
- 2.3. NCO shall accept the Application under condition of providing the documents specified in Schedule 4 to the Agreement by the Credit Institution.
- 2.4. From the date of the Agreement, each Party shall fulfill its part of Agreement by making actions for carrying out Transfers for the benefit of the Payees made by Payers in payment for Services, including:
  - 2.4.1. NCO performs a Transfer of funds to the correspondent account of the Credit Institution for the purpose of further execution of such Transfer in favor of the Payee on the basis of the Instruction issued and transferred by the Payer to NCO pursuant to the terms and procedures set forth in the Public Offer about execution of money funds Transfer, including the transfer of electronic money funds of NCO "MOBI.MONEY" LLC in payment for Services;
  - 2.4.2. The Credit Institution pays a fee to NCO according to the established Tariffs for making the Transfers and Reversal Transactions.
  - 2.4.3. NCO signs an Agreement with the Credit Institution (Non-resident) provided this Non-resident has an available bank account in currency of the Russian Federation which was opened at a Credit Institution (non-bank credit organization) registered in the territory of the Russian Federation, if other is not specified in the Application.
- 2.5. NCO does not bear responsibility in case the Credit Institution has incorrectly provided any required information in the Application / List of Services, which made it impossible for NCO to fulfill the Agreement obligations timely and in full.
- 2.6. Under Article 450 (1) of the Russian Civil Code, the Parties have agreed that NCO may unilaterally amend this Agreement. At the same time any amendment made by NCO to the Agreement become binding on the Parties in 14 (fourteen) calendar days from the date the new version of the Agreement is published on the Website.

## 3. General Provisions

- 3.1. The basis for rising of Parties' obligations provided by the Agreement is the Instruction issued and transferred by the Payer to NCO by means of Channels of service. NCO accepts the Instruction for its execution (performs a Transaction or Transfer), provided that the respective Partner has granted the Authorization.

- 3.2. For the purposes of this Agreement, the Parties shall exchange information and electronic documents in online mode, specifically NCO shall send the Communication to the Credit Institution and the Credit Institution shall give the Communication to NCO containing the results of acceptance and processing of the Communication by the Payee. The information and electronic documents shall be exchanged between the Parties through the System automatically by means of information exchange and technological interaction between the Parties as provided by the Regulation on Information Exchange.
- 3.3. Once NCO has connected the software/hardware complex of the Credit Institution to the System and the Credit Institution has attached the Service to the software/hardware complex of the Credit Institution, the Parties become able to exchange Communications and other electronic documents that contain information about Transactions (Transfers).
- 3.4. For the purpose of implementation of the relevant settings of the System, as well as SHC of the Credit Institution, and the Service, and for the purpose of their further connection to each other, the Parties shall approve the list of fields of the Instruction form, and also other data necessary for providing by Payers for the purpose of carrying out the Transaction (format of Communications, and also the format of other electronic documents, exchange of which is provided by the Agreement).
- 3.5. The approval of the data and information specified in Section 3.4 of the Agreement by the Parties and also readiness of the System and SHC of the Credit Institution for electronic documents exchange shall be confirmed once the Parties have signed the Report on Technical Readiness for Electronic Document Exchange in the form of Schedule 1 to the Regulation on Information Exchange.
- 3.6. The Parties acknowledge and agree that all Communications and other documents provided electronically and signed by the EHS of each Party shall have the same legal effect as if they were executed on paper and duly signed and sealed by or on behalf of the Parties.
- 3.7. The Parties shall retain the electronic documents in respect of the Transaction for at least 5 (five) years from the date of such Transaction and shall provide to each other copies of such electronic documents upon request.
- 3.8. All payments under this Agreement shall be made in roubles of the Russian Federation. Settlements with the Non-resident are performed according to provisions and currency specified in the Application.
- 3.9. For the purpose of performing obligations by the Parties under this Agreement and for ensuring settlements under this Agreement, the Parties conclude the following agreements:
  - 3.9.1. NCO shall conclude with its Partners respective agreements to enable the Payers to perform Transactions on payments for Services provided by Payees by means of Services.
  - 3.9.2. NCO shall conclude with the Payer a respective agreement. Under the scope of this agreement NCO performs actions for execution of the Payer's Instruction for benefit of the Payee, based on the Payer's Instruction.
  - 3.9.3. The Credit Institution shall conclude a respective agreement with the Payee in order to make settlements with Payees for rendered Services; herewith the payments for such Services are available to the Payers by means of the System.

#### **4. Rights and Obligations of the Parties**

- 4.1. **NCO shall:**
  - 4.1.1. Within 3 (three) business days from the date of receipt of the List of Services from the Credit Institution, send a request to the Partner to consider the subscription of the Payee's Service to the System for the purpose of performing Transactions by the Payers via Service Channels of the respective Partner.
  - 4.1.2. No later than 2 (two) business days from the date of receipt of consent to subscribe the Service of the Partner (Clause 4.1.1 of the Agreement), provide the following:
    - 4.1.2.1. Relevant settings of the System according to information and data approved by the Parties according to Section 3.4 and Clause 3.5 of the Agreement and that the System operates on a 24/7 basis for the purpose to accept Instructions and provide information interaction with the Credit Institution;
    - 4.1.2.2. Connection of the SHC of the Credit Institution (and/or Service) to the System and sending the Information communications to the Credit Institution.
  - 4.1.3. In the event that the Partners deny subscription of the Service, the Service shall not be subscribed to the System, to which effect NCO shall give notice to the Credit Institution by sending an Information Communication to the Credit Institution. NCO may decide to subscribe the Service to the System with a possibility to receive Instructions from limited number of the Service Channels (provided by certain Partners), whereof the Credit Institution is notified.
  - 4.1.4. Within 5 (five) business days from the date when the List of Services and/or modifications/amendments to the List of Services executed on paper is received from the Credit Institution, which is provided by the Credit Institution according to Clause 4.3.2 of the Agreement, sign and return to the Credit Institution 1 (one) copy of the specified List of Services and/or modifications/amendments to the List of Services.

- 4.1.5. Accept Instructions and perform Transactions upon receipt of successful Authorization and send Communications to the Credit Institution in real-time mode.
- 4.1.6. Deny the Payers to accept Instructions upon receipt of unsuccessful Authorization and/or no confirmation is received from the SHC of the Credit Institution about results of acceptance and processing of the Communication according to Clause 3.2 of the Agreement.
- 4.1.7. Daily generate the Register of performed Transactions and Reversal Transactions (“Register”) for the Reporting day and place it in the Personal Account in the following order:
  - if the Register is generated on a business day, then the Register shall be placed on the next business day till 17:00 Moscow time;
  - if the Register is generated on a non-working day or holiday set forth in accordance with the legislation of the Russian Federation, then the Register shall be placed in the Personal Account on the next business day followed by the non-working day or holiday till 17:00 Moscow time.
- 4.1.8. Perform Transfers to the correspondent account of the Credit Institution on the basis of the Register (Clause 4.1.7. of the Agreement) and in accordance with the details specified in the Application and Section 6 of the Agreement.
- 4.1.9. Perform transfer of money funds on Reversal Transactions in the manner established in Schedule 5 to the Agreement.
- 4.1.10. Perform consultations for employees of the Credit Institution about the terms and conditions of settlements for Transactions and Reversal Transactions, including the terms and conditions of information and technological interaction between NCO and the Credit Institution, and the System operating conditions.
- 4.2. **NCO may:**
  - 4.2.1. Check activities of the Credit Institution and Payees at the time of receipt of the Application or List of Services and further control these activities throughout the duration of the Agreement regarding compliance of activity of the Credit Institution and the Payee to the requirements established by the laws of the Russian Federation and the Agreement, including verification that the Payee does not offer any Illegal Services.
  - 4.2.2. Deny the Payers to accept and execute the Instructions (execution of Transactions) in case of non-execution or improper execution by the Credit Institution of the obligations provided by the Agreement, until such obligations are executed by the Credit Institution.
  - 4.2.3. Unsubscribe the Service from the System in case NCO establishes that activities of the Payee are related to providing the Illegal Services. At the same time NCO shall send an Information Communication to the Credit Institution about the Service termination within 2 (two) business days from the date when such Service is unsubscribed in the System.
  - 4.2.4. Suspend the use of the System by the Credit Institution on individual Transactions, in case NCO receives the respective requests (claims, instructions) from the Partners, state authorities or third parties, when uncontrollable risks emerge for NCO and in other cases, stipulated by the legislation of the Russian Federation and the Agreement.
  - 4.2.5. Suspend fulfillment of the obligations under the Agreement when having reasonable assumptions of possible facts of fraud or other illegal activities of the Payee related to the use of the System until clarification/settlement of a disputable situation. Such suspension serves to protect the rights and interests of NCO. Such suspension is not a breach of the Agreement and may not be considered as the reason to apply property sanctions or any other negative impacts towards NCO. In case the fulfillment of obligations is suspended, NCO shall notify the Credit Institution by sending the Information Communication no later than 2 (two) business days from the date of such suspension.
  - 4.2.6. Not make settlements on Transfers, performed in favor of the Payee, in case such Transfers are recognized as Invalid Transfers according to Section 5 of the Agreement.
  - 4.2.7. Deny the Credit Institution to subscribe to the Service and/or change the Tariff established within the Agreement.
  - 4.2.8. Set up the limits (daily, monthly, etc.) on Transactions, and change previously set limits. NCO shall notify the Credit Institution in 2 (two) business days prior to the effective date of such limits by sending the Information Communication to the Credit Institution.
  - 4.2.9. Not create and not provide the Statement to the Credit Institution as provided by Section 7 of the Agreement in case NCO has not performed any Transaction within the Reporting period.
  - 4.2.10. Change technology processes of the System operation for the purpose of improvement efficiency and safety of information exchange of electronic documents, taking into account requirements of the Agreement, and request repeatedly from the Credit Institution confirmations on incomplete (suspended or incorrect) Transfers for the purpose of the proper execution of the obligations set forth by the Agreement. The Credit Institution is notified in advance concerning the changes which may affect interaction of the Parties and/or execution of transfers, but not later than 1 (one) calendar day prior to implementation of such changes.



- 4.2.11. Engage the third parties in fulfillment of obligations under the Agreement based on the agreements signed with them, remaining responsible before the Credit Institution for their actions (inactions) and for accomplishment of the undertaken Agreement obligations with the Credit Institution.
- 4.3. **The Credit Institution shall:**
- 4.3.1. On the date of signing the Agreement provide to NCO the documents specified in Schedule 4 to the Agreement. When signing the contracts with Payees – Non-residents, provide the documents specified in Schedule 4 to the Agreement concerning such Payee – Non-resident.
- 4.3.2. Send an Information Communication to NCO with the List of Services, previously agreed with NCO concerning the categories of Services and the Tariff. Within 5 (five) business days from the date of receipt from NCO of the Information Communication about the subscription to Services, which is supposed to be sent in accordance with Clause 4.1.2.2 of the Agreement, the Credit Institution shall provide to NCO 2 (two) copies of the List of the Services on paper, signed by the authorized representative of the Credit Institution. In case of obtaining from NCO an Information Communication containing the notification on refusal of the respective Partner to subscribe Service(s) to the System, such Services shall be removed by the Credit Institution from the List of Services. Inclusion and/or removal of Services from the List of Services is performed by modifications and amendments of the List of Services. Modifications and amendments shall be made by the Credit Institution using the form from Schedule 2a to the Agreement. When modifying the List of Services, the Credit Institution shall send an Information Communication to NCO without delay, containing a new List of Services, and within 5 (five) business days from the end date of the calendar month in which modifications and amendments have been made to the List of Services, the Credit Institution shall provide to NCO 2 (two) copies of modifications and amendments made to the List of Services, on paper, issued in the form in Schedule 2a to the Agreement and signed by the authorized representative of the Credit Institution.
- 4.3.3. In case there are any violations of the requirements, established by the laws of the Russian Federation and by the Agreement, which have been identified in activities of the Payee, including offering Illegal Services by the Payee, not include such services in the List of Services or exclude such Services of the Payee from the List.
- 4.3.4. Provide the relevant settings to the SHC of the Credit Institution according to the information and data approved in Clause 3.4 and Clause 3.5 of the Agreement and provide 24/7 operation of the SHC of the Credit Institution to ensure information and technological interaction between NCO, the Credit Institution and the Payee at the exchange of Communications and other electronic documents, including the Registers provided by the Agreement.
- 4.3.5. Receive Communications in real-time mode from NCO by means of the System, and information on results of processed Communications.
- 4.3.6. Pay a fee to NCO, provided by the Tariff, in the manner approved by the Parties in section 6 of the Agreement.
- 4.3.7. Place (demand the Payee to place) a page on the Service website, that contains the Telecom operator's logo (and logos of other Partners, in accordance with the respective arrangement with NCO) and respective hyperlink to the Website with the description of terms of Transfers, to which terms the Payers should have access immediately before drawing up the Instruction. NCO guarantees to the Credit Institution the legitimacy of placement of Telecom operators' logos at the websites of Services and protection against claims of Telecom operators concerning unauthorized use of intellectual property.
- 4.3.8. Guarantee to NCO that activities of the Payee conform to requirements of the laws of the Russian Federation and are not related to provision of the Illegal Services. In case any Payee's violation of these requirements is identified, NCO shall immediately unsubscribe the Service in the System according to Clause 4.2.3 of the Agreement without bearing any responsibility or liability to the Payee or the Credit Institution.
- 4.3.9. Assume the risks related to execution of Transactions in the Service, which have been declared afterwards as Invalid transfers, and compensate in favor of NCO the whole or part of the amount of the Invalid Transfers, and compensate to NCO the documented losses which arose due to the Invalid Transfers made in favor of the Payee as provided by Section 5 of the Agreement. Even if the Credit Institution compensates to NCO the whole or part of the amount of the Invalid transfers or documented losses, it shall not be released from its obligations under this Agreement.
- 4.3.10. If NCO by error or otherwise pays an amount to the Credit Institution's correspondent account that is not payable to the Credit Institution (the money funds not intended to the Credit Institution under the Agreement, or the money funds overpaid by NCO under the Agreement), return this amount to NCO within 3 (three) business days of receipt of written notice from NCO of the erroneous transaction
- 4.3.11. Make Reversal Transactions in the manner provided in Schedule 5 to the Agreement.
- 4.3.12. Provide to NCO an opportunity to obtain information on the volume and types of Services which are actually rendered by the Payee to the Payees on each Transfer, and present the information on activities of the Payee –

Non-profit organization to the extent as may be necessary for NCO to perform its obligations under the Agreement and in accordance with the laws of the Russian Federation.

- 4.3.13. Present to NCO any information and documents as may be necessary for NCO to comply with the laws of the Russian Federation and the Bank of Russia regarding anti money laundering and counter terrorism financing not later than 3 (three) business days of receipt of the request from NCO.
- 4.3.14. Within the next business day following the date when the Credit Institution receives an Information Communication from NCO with the request to unsubscribe the Service from the SHC of the Credit Institution. Upon unsubscription of the Service from the SHC of the Credit Institution, the Credit Institution shall immediately notify the Payee and NCO about this event by sending the respective Information Communication to the Payee and NCO.
- 4.3.15. Timely notify the Payee of the Information Communications sent by NCO in accordance with Clause 4.1.2.2, Clause 4.2.3 of the Agreement.
- 4.3.16. Ensure protection of the Payers' personal data, received by the Credit Institution when fulfilling its obligations under the Agreement.
- 4.3.17. Within the duration of the Agreement provide technical support for the SHC of the Credit Institution and immediately notify NCO and the Payee in case of technical failures of the SHC of the Credit Institution.
- 4.3.18. Within the duration of the Agreement grant to Payees of NCO the free of charge non-exclusive right to use the means of individualization of the Credit Institution and Payees, including the right to the brand name and brand design, the right to the trademark and service mark, the right to commercial design (logo) to the extent as may be necessary for the Agreement performance. The non-exclusive right means that NCO is able to use the means of individualization of the Payee by any methods provided by the current legislation, including the placement of the specified Payee's means of individualization on information and entertainment Internet resources (websites) of NCO and partners.
- 4.4. **The Credit Institution may:**
  - 4.4.1. Suspend the use of the SHC of the Credit Institution by the Payee on respective Transactions when obtaining the respective requests (claims, Instructions) from NCO, at rising of uncontrollable risks for NCO and in other cases, stipulated by the laws of the Russian Federation and the Agreement.
  - 4.4.2. Modify technological operation processes of the SHC of the Credit Institution to ensure improvements of efficiency and safety of the information exchange taking into account the requirements of the Agreement, and request repeatedly from NCO confirmations on incomplete (suspended or incorrect) Transactions for the purpose of proper execution of the Agreement obligations.
  - 4.4.3. Such suspension serves to protect the rights and interests of the Credit Institution and NCO. Such suspension is not a breach of the Agreement and may not be considered as the reason to apply property sanctions or any other negative impacts towards the Credit Institution. In case the fulfillment of obligations is suspended, the Credit Institution shall notify NCO by sending an Information Communication no later than 2 (two) business days from the date of such suspension.
  - 4.4.4. Engage the third parties in fulfillment of obligations under the Agreement based on the agreements signed with them, remaining responsible before NCO for their actions (inactions) and for accomplishment of the undertaken Agreement obligations.
- 4.5. **Each Party shall:**
  - 4.5.1. Present to the other, at its request, copies of the Statements signed by authorized representatives of the Parties, in the manner established in Section 7 of the Agreement, within 10 (ten) business days from the date of receipt of respective request.
  - 4.5.2. Timely notify the other Party of the occurrence, existence or changes in any circumstances that are relevant for performance of this Agreement.
  - 4.5.3. Notify the other Party of any changes in its registered, physical or mailing address and bank details not later than 3 (three) business days from the date when such changes become effective. These changes shall become binding on the Parties from the date of receipt of respective paper notice signed and sealed by or on behalf of respective Party. Before the receipt of the notice, any obligations performed using the previous details shall be deemed to have been duly performed.
  - 4.5.4. Present information on Transactions, Reversal Transactions and Transfers under this Agreement in writing or electronically.
  - 4.5.5. Comply with the requirements to drawing up, agreeing and signing of the Statement as provided by Section 7 of this Agreement.
- 4.6. **The Parties may:**

- 4.6.1. Request from the other Party any information on Transactions, Reversal Transactions and Transfers under the scope of any settlements within this Agreement.
- 4.6.2. Use the information of the other Party in advertising and information materials with the prior consent of the other Party.

## **5. Invalid transfer**

- 5.1. A Transfer shall be recognized as an Invalid Transfer, if:
  - NCO and/or the Credit Institution become(s) aware that the Payee offers any Illegal Services. In this case, the Parties shall cooperate as provided by Schedule 6 to this Agreement;
  - NCO receives documents from the Partners that prove that Transfers are Invalid Transfers. In this case, the Parties shall cooperate as provided by Schedule 7 to this Agreement.
- 5.2. If it becomes known that an Invalid Transfer was made in favor of the Payee, the Credit Institution shall compensate to NCO the whole or part amount of the Invalid Transfer Debt, and the whole or part amount of penalties, debited from NCO by the respective Partner, which includes the identified discrepancy of the category of the Service stated in the List of Services to actually rendered Service to the Payee (further, “Penalties”), on the basis of the documents provided by NCO to support that the expenses actually incurred by NCO/that the Invalid Transfer actually took place.
- 5.3. Compensation of the whole or part of the Invalid transfer Debt and Penalties is performed by NCO offsetting the amount of Remittance for the amount of the Invalid transfer taking into account Penalties in the manner provided by Clause 6.3 and Clause 6.4 of the Agreement.
- 5.4. NCO shall, within 2 (two) business days from the date of offsetting the whole or part of the Invalid Transfer Debt/Penalty (or part of the Invalid Transfer Debt/ Penalty if the Remittance is insufficient to offset the whole Invalid Transfer Debt/Penalty) against the Remittance amount in accordance with Clause 6.3 of the Agreement, give to the Credit Institution a respective notice and subsequently supply paper notice attaching the documents in support of the Invalid Transfer in favor of the Payee.

## **6. Financial terms and settlement procedures**

- 6.1. NCO shall make the Remittance according to the bank details of the Credit Institution specified in the Application within 3 (three) business days of the date of making the Transfer, on the basis of the Register created in accordance with Clause 4.1.6 of the Agreement. The date of the Remittance shall be the date when the amount subject to the Remittance is debited from NCO correspondent account.
- 6.2. The Credit Institution shall pay a Remittance fee in favor of NCO in the amount established by the Tariff, on the date the Remittance is made. The established Tariff is specified in the List of Services and/or in modifications and amendments in the List of Services. The fee payable to NCO is not subject to VAT, in accordance with Article 149, Clause 3, paragraph 3 of the Tax Code of the Russian Federation. The fee amount payable by the Credit Institution in favor of NCO during the Reporting period is evidenced by the Statement approved by the Parties in the manner provided by Section 7 of the Agreement.
- 6.3. The Credit Institution shall execute the monetary obligations in favor of NCO, provided by Clause 4.3.6, Clause 4.3.10, Clause 5.2, Clause 8.7 of the Agreement, in the manner that NCO offsets fungible (monetary) obligations of the Parties under the Agreement as follows:
  - 6.3.1. Under the Agreement, NCO incurs a monetary obligation to the Credit Institution in the amount of the Remittance. In turn the Credit Institution, in accordance with Clause 4.3.6, Clause 4.3.10, Clause 5.2, Clause 8.7 of the Agreement incurs a monetary counter obligation to NCO. The original and counter obligations are the monetary obligations of the same kind that can be discharged by means of an offset.
  - 6.3.2. Where the Credit Institution owes the monetary obligations to NCO, according to Clause 4.3.6, Clause 4.3.10, Clause 5.2, Clause 8.7 of the Agreement, NCO shall calculate the Credit Institution’s monetary obligation payable to NCO, and unilaterally offset these same kind monetary obligations against the Remittance. In this case the Remittance shall reduce by the Credit Institution’s monetary obligation to NCO as follows:
    - on a first priority basis, the fee amount for the Remittance and Reverse transactions;
    - on a second priority basis, the Invalid transfer/Penalties to be reimbursed by the Credit Institution in favor of NCO in accordance with Clause 5.2 of the Agreement;
    - on a third priority basis, the return transaction amount;
    - on a fourth priority basis, the amount transferred by error from NCO to the Credit Institution and subject to be returned to NCO in accordance with Clause 4.3.10 of the Agreement;
    - on a fifth priority basis, the penalty amount provided by Clause 8.7 of the Agreement.
  - 6.3.3. The Credit Institution hereby agrees that the monetary obligations of the same kind shall be offset by NCO

unilaterally, and, as a result, the NCO's obligation to make the Remittance shall be partially discharged against the Credit Institution obligations to NCO, as provided by Clause 4.3.6, Clause 4.3.10, Clause 5.2 Clause 8.7 of the Agreement, and the NCO's obligation to make the Remittance to the Credit Institution shall reduce by the offset monetary obligations of the same kind, which shall not constitute a breach of its obligation to make the Remittance under the Agreement on the part of NCO.

- 6.3.4. The Information on offset made by NCO in the amount of monetary obligations of the Credit Institution, as provided by Clause 4.3.6 of the Agreement, and in the amount of Reversal Transaction, shall be documented by NCO in the Register created according to Clause 4.1.6 of the Agreement. The Information on offset, made by NCO in the amount of the monetary obligations of the Credit Institution provided by Clause 4.3.10, Clause 5.2 and Clause 8.7 of the Agreement, shall be documented in the respective Information Communications of NCO about an offset.
- 6.4. If the Remittance is insufficient to be offset against the Credit Institution's monetary obligations in full, NCO shall, within 3 (three) business days, send to the Credit Institution an Information Communication requesting it to repay the remaining amount to discharge its monetary obligations, and subsequently supply the paper request signed by an authorized representative of NCO. The request to repay the funds by the Credit Institution to discharge its obligations, provided by Clause 4.3.6, Clause 4.3.10, Clause 5.2, Clause 8.7 of the Agreement, shall be reviewed and performed by the Credit Institution within 3 (three) business days of receipt of the paper request by NCO.

## **7. Reporting**

- 7.1. NCO shall, within 5 (five) business days from the expiry of the Reporting Period, draw up the Statement about the ending of the Reporting Period in the form attached as Schedule 3 to the Agreement (further, the "Statement"), and send the Information Communication to the Credit Institution that contains the created Statement, or place it in the Personal Account.
- 7.2. The Credit Institution shall, within 5 (five) business days from the date NCO has placed the electronic version of the Statement in the Personal Account, reconcile the details specified by NCO in the Statement. In case of disagreement with the details specified by NCO in the Statement, the Credit Institution shall, within the time period specified in this clause of the Agreement, contact NCO through its Personal Account or by e-mail to [reestr@nkomobi.ru](mailto:reestr@nkomobi.ru) to make the reconciliation.
- 7.3. NCO shall, within 5 (five) business days of receipt date of the request from the Credit Institution, reconcile the revealed discrepancies, and:
- 7.3.1. If upon the reconciliation it is acknowledged that the discrepancies identified by the Credit Institution are in place, NCO shall, within the time period specified in Clause 7.3 of the Agreement, give the Payee an Information Communication with the corrected version of the Statement, by sending it to the e-mail address, or by placing the corrected version in the Personal Account. The details specified in the Statement shall be re-reconciled by the Credit Institution in the manner and within the time periods provided by Clause 7.2 of the Agreement;
- 7.3.2. If upon the reconciliation the discrepancies identified by the Credit Institution are denied, NCO shall, within the time period specified in this clause of the Agreement, give the respective Information Communication to the Credit Institution.
- 7.4. Absence of the of the Credit Institution's appeal to NCO with motivated refusal to accept the Statement within the term specified in Section 7.2 of the Agreement, the Parties consider as the consent of the Credit Institution with the data specified by NCO in the Statement.
- 7.5. In case of failure by the Credit Institution to give its reasoned objections to NCO in respect of the Statement within the time period specified in Clause 7.2 of this Agreement, the Parties shall deem the Credit Institution to have given its consent to the details NCO specified in the Statement.
- 7.6. The Parties acknowledge and agree that the placement of the Statement in the Personal Account by NCO and acknowledgement of the details specified in the Statement by the Payee as provided by Clauses 7.2 – 7.4 of this Agreement shall be sufficient to confirm that the Parties have duly performed their obligations under the Agreement and the Parties shall not be required to sign the Statement on paper.
- 7.7. If necessary, the Credit Institution may, not later than 5 (five) business days from the date NCO places the Statement in the Personal Account, sign and send to NCO 2 (two) Statements on paper signed and sealed by or on behalf of the Credit Institution.
- 7.8. NCO shall, within 10 (ten) business days from the date of receipt of the Statement on paper from the Credit Institution, sign and return 1 (one) copy of the Statement signed by the Parties to the Credit Institution and retain the second copy of the signed Statement.

## **8. Liability**

- 8.1. The Parties shall be held liable for default on or undue performance of their obligations under this Agreement under the applicable laws of the Russian Federation.
- 8.2. NCO shall not be liable for a delay in making any Transfer, if such delay is caused by a default or undue performance of the Agreement on the part of the Credit Institution.
- 8.3. NCO shall not be liable under any disputes or discrepancies arising between the Payee and the Payer, and between the Payee and Credit Institution in respect of payment for the Services or remittances to a Non-profit Organization on a free-of-charge basis, as well as in any cases when such disputes or discrepancies do not relate to the subject matter of this Agreement.
- 8.4. In case when due to the fault of the Payee and/or the Credit Institution the Transfer made by NCO has caused the Payer to make a claim to NCO in order to protect the violated right, NCO may demand from the Credit Institution a compensation of documented damage incurred due to collection of money or other property from NCO for benefit of the Payer.
- 8.5. The Credit Institution shall be fully liable to NCO for actions of any persons who have access to the System and the Service in respect of the Transfers made in breach of this Agreement or instructions, or for any actions intended against the Payers.
- 8.6. In case of a delay by NCO in performing its obligation provided by Clauses 6.1 of the Agreement, NCO shall pay to the Credit Institution the penalty of 0.05% (zero point zero five) of the outstanding Remittance for each day of delay, but not more than 10% (ten percent) of the outstanding Remittance. NCO shall pay the penalty provided by this clause of the Agreement within 3 (three) business days of receipt of respective demand in writing. The Payee may, but is not obliged to, make the demand to pay the penalty.
- 8.7. In case of a delay by the Credit Institution in performing its monetary obligations under Clauses 4.3.10 and 6.4 of the Agreement, the Credit Institution shall pay to NCO a penalty of 0.05% (zero point zero five percent) of the outstanding obligation payable to NCO for each day of delay. The Credit Institution shall pay the penalty to NCO as provided by this clause of the Agreement within 3 (three) business days of receipt by the Credit Institution of respective demand in writing from NCO. NCO may, but is not obliged to, make the demand to pay the penalty.
- 8.8. NCO shall receive the consent required by legal regulations from each Payer, whose Personal Data are processed by the Credit Institution, and the Credit Institution shall process and store the Payers' Personal Data in full compliance with Federal Law of the Russian Federation No. 152-FZ "On Personal Data" dated 27 July 2006, as well as any regulatory documents published to enforce processing and storage of Personal Data of the Payers. Each Party shall fully reimburse to the other Party any losses it may have incurred as a result of any complaints (claims) from the Payers regarding the illegal transfer/processing/storage of the Payers' Personal Data, unless it proves that such complaints (claims) were caused by illegal actions of the Payers.

## **9. Confidentiality**

- 9.1. Each Party undertakes not to disclose any information received from the other Party in the course of performance of this Agreement which is treated by such Party as confidential. In this Agreement, "Confidential Information" means any information, which is not publicly available and which, if disclosed, may result in losses and/or damage to the business reputation of either Party, including:
  - information about Payees, Payers, Transfers and volumes of transactions under the Agreement;
  - any information on the pricing policy of the Parties.
- 9.2. The signing and the subject matter of this Agreement shall not be Confidential Information.
- 9.3. The Parties shall not disclose any information specified in Clause 9.1 of the Agreement to any third parties, except for the Parties' representatives authorized to receive and transmit information on behalf of each Party in connection with the performance of the obligations under this Agreement.
- 9.4. Information specified in Section 9.1 of the Agreement may be disclosed to third parties only if so is required by the laws of the Russian Federation.
- 9.5. If this Agreement is terminated, the Parties shall not disclose or use in their own and/or third party's interests the information specified in Clause 9.1 of the Agreement within 1 (one) year from the date of termination of the Agreement.
- 9.6. The Parties shall process the Payers' Personal Data in full compliance with the Federal Law of the Russian Federation No. 152-FZ "On Personal Data" dated 27 July 2006, as well as any regulatory documents published for enforcement purposes. The only purpose for which the Payers' Personal Data may be processed is to perform this Agreement. The period of personal data storage shall be determined in accordance with the laws of the Russian Federation.

- 9.7. NCO shall transfer to the Credit Institution, and the Credit Institution shall process and store the Payers' Personal Data until the expiry of this Agreement or the storage period applicable to the Payers' Personal Data and/or until the occurrence of any of the following events, whichever is the earlier:
  - 9.7.1. obtaining NCO receives a notice from the Credit Institution of the need to stop processing of the Payers' Personal Data;
  - 9.7.2. the Parties achieve the goal of processing of the Payers' Personal Data or it is no longer necessary to achieve such goal.
- 9.8. The Credit Institution shall block, clarify or destroy the Payers' Personal Data on the basis of respective request (instruction) from NCO within the time periods specified in such instruction.
- 9.9. NCO shall receive the consent required by legal regulations from each Payer, whose Personal Data is processed by the Credit Institution.
- 9.10. If either Party receives a revocation of such consent to process Personal Data from a Payer, such Party shall immediately notify the other Party of the need to stop processing the Personal Data of such Payer.

## **10. Dispute resolution**

- 10.1. In case of any disputes under this Agreement, the Parties shall use their best efforts to resolve them through negotiations on a mutually acceptable basis.
- 10.2. Any complaints in respect of the amounts payable to either Party and the payment deadlines shall be accepted by the Parties for consideration on the basis of a written application within 260 (two hundred sixty) calendar days after making the Transfer, which is the subject matter of the discrepancy.
- 10.3. The Parties have agreed that the pre-trial dispute resolution procedure is obligatory. The term for responding to the received claim is 10 (ten) business days from the date of its receipt by the respective Party.
- 10.4. If the Parties fail to settle such disputes and discrepancies through negotiations, then any such dispute shall be finally settled in the Moscow Arbitrazh Court.

## **11. Term and termination**

- 11.1. The Agreement becomes effective from the date of its signing and shall remain in force without limit in time.
- 11.2. The Agreement may be terminated in the following cases:
  - 11.2.1. under the agreement between the Parties in writing;
  - 11.2.2. at the initiative of either Party by giving a written notice to the other Party in at least 10 (ten) calendar day prior to the supposed termination date of the Agreement. Such notice shall be given by registered mail return receipt requested to the address specified in the Agreement or by courier. No Applications shall be accepted from the Payers from the date of receipt of the notice of termination of the Agreement.
- 11.3. The Parties shall reconcile their payments and discharge their monetary obligations identified further to the reconciliation within 30 (thirty) calendar days from the date the notice of termination of the Agreement is received.
- 11.4. Upon completion of all payments under the Agreements, the Parties shall draw up the Statement as provided by Section 7 of this Agreement.
- 11.5. The obligations of the Parties provided by Clause 4.3.6, Clause 4.3.10, Clause 5.2, Clause 8.6 and Clause 8.7 of the Agreement shall survive the termination of this Agreement and shall continue to be in effect within 260 (two hundred sixty) calendar days from the date of signing the agreement provided by Clause 11.2.1 of the Agreement, or receipt of the notice on the termination of the Agreement by NCO/ Credit Institution and termination of accepting applications by NCO for Transfers for in favor of the Payee in accordance with Clause 11.2.2 of the Agreement.
- 11.6. The monetary obligations of the Parties and the liability of the Parties for a breach of this Agreement arising before its termination shall remain in effect until these are performed in full.
- 11.7. NCO reserves its right to suspend this Agreement, if the Credit Institution regularly violates provisions of this Agreement, by giving 5 (five) business day prior written notice to the Payee, until the Payee remedies these violations.

## **12. Force majeure circumstances**

- 12.1. The Parties shall not be liable for failure to perform their obligations under this Agreement either in full or in part, if such failure resulted from force-majeure events, which were reasonably unforeseeable and unavoidable for either Party. Such force-majeure events include Acts of God, accidents, floods, earthquakes, epidemics, fires, riots, strikes, revolutions, military actions, enactment of legislative acts, governmental resolutions or directives of public

authorities that directly or indirectly prohibit the activities specified in this Agreement, breakdowns or disturbances in the operation of the payment system of the Bank of Russia, as well as any other events beyond reasonable control of the Parties which prevent them from performing their obligations.

- 12.2. If any of the above events occur, the time for performance of the contractual obligations shall be extended accordingly.
- 12.3. The Party which is unable to perform its obligations because of a force majeure event shall take all reasonable efforts to notify the other Party of the occurrence of such event (by telephone, fax, email and etc.).
- 12.4. The Parties shall resume the performance of their obligations immediately after the force-majeure event has ceased.

### **13. Miscellaneous**

- 13.1. The Credit Institution permits to NCO to transfer the details of the Credit Institution and the Payee contained in this Agreement (receipt of consent of the Payee to transfer of the relevant information is solely responsibility of the Credit Institution) to the Partner of NCO.
- 13.2. In any other matters not expressly provided for in this Agreement, the Parties shall be governed by the laws of the Russian Federation. Applicable legislation to the relations of the Parties (including to the relations between NCO and the Non-resident) following from this Agreement is the legislation of the Russian Federation.
- 13.3. If a Party is reorganized or placed into liquidation, it shall notify the other Party to that effect 10 (ten) business days prior to the date of reorganization or 10 (ten) business days after the date it has been placed into liquidation.
- 13.4. If a Party is reorganized, then all its rights and obligations under this Agreement shall be assigned to its successor as provided by the laws of the Russian Federation.
- 13.5. When a Party sends by mail a document on paper made under the Agreement, the date specified on acknowledgment of receipt shall be deemed to be the date of the document receipt by other Party. If the document was not served because of the absence of the addressee at the address specified in the Application, then the date of receipt of such document shall be deemed to be the first business day following the date the post envelope receives the stamp made by the postal service.
- 13.6. Business days mean days from Monday till Friday, the days off are Saturday and Sunday, unless otherwise established by the Decree of the Government of the Russian Federation in relation to carry-over of non-working holidays in the respective calendar year. Non-working holidays are established by the Government of the Russian Federation.
- 13.7. The specifics of the Agreement with the Non-resident are set forth in the Application.
- 13.8. This revision 4 of the Agreement becomes effective from the date specified on its cover page. The previous revisions (versions) of the Agreement ("agreement on rendering services for providing settlements for Transfers" (revisions 1 to 3), "Previous revisions of the Agreement") cease their legal effects, except for special terms and conditions provided by Deeds of Adherence from specific Credit Institutions, bearing in mind that the terms "Local Wallet", "Wallet" shall be understood to mean "Electronic payment instrument"; the term "Contribution" shall be understood as "Crediting the Electronic funds considered by NCO"; the term "Online store" means Service of the Payee, the term "Service of the Credit Institution" means the SHC of the Credit Institution. Unless otherwise stated by the respective Application, in case there is a contradiction between the text of the Application and this Revision 4 of the Agreement, provisions of this Revision 4 of the Agreement shall prevail and applied in respect to the Parties. The Application of the Credit Institution applied to the Previous revision of the Agreement is deemed to be the Application applied to the current Revision 4 of the Agreement taking into account the provisions which are set forth by this Section.
- 13.9. All Schedules to this Agreement shall make its integral part.
- 13.10. This Agreement shall attach the following Schedules:
  - Schedule 1 Regulation on Electronic Document Exchange;
  - Schedule 2 Form of the List of Services;
  - Schedule 2a Form of Modifications and Amendments to the List of Services;
  - Schedule 3 Form of Reporting Period Completion Statement;
  - Schedule 4 List of documents provided by the Credit Institution;
  - Schedule 5 Transfer Reversal Procedure;
  - Schedule 6 Remedial Actions against Illegal Services;
  - Schedule 7 Remedial Actions for Invalid transfers.

**14. Name, Address and Bank Details of NCO**

<b>Full name</b>	Non-bank credit organization "MOBI.MONEY" Limited liability company
<b>Abbreviated name</b>	NCO "MOBI.MONEY" LLC
<b>Tax ID</b>	7750005852
<b>KPP</b>	771001001
<b>Company number (OGRN)</b>	1137711000107
<b>OKPO</b>	18840388
<b>Registered office</b>	125009, Moscow, B . Gnezdnikovsky lane, 7
<b>Physical address/ mailing address</b>	125009, Moscow, B . Gnezdnikovsky lane, 7
<b>Bank</b>	GU BANK OF RUSSIA CFO
<b>Correspondent account</b>	30103810245250000678
<b>BIK</b>	044525678
<b>Telephone</b>	+7 (495) 792-15-36
<b>Fax</b>	+7 (495) 221-05-52
<b>E-mail</b>	mcommerce@nkomobi.ru, info@nkomobi.ru



**Regulation on Electronic Document Exchange  
(the Regulation)**

1. **Terms and definitions**

**Statement** means the Statement on the Parties' technical readiness for Information Exchange with Electronic documents in the form of Exhibit 1 to the Regulation.

**Analog of the handwritten signature (AHS)** means the unique sequence of alphanumeric characters defined by NCO to the Parties. The Parties shall sign the Statement to acknowledge the receipt of AHS.

**Encrypted Communication Channel (ECC)** means the system of the remote banking services ensuring that transmitted and received documents are duly protected upon the Information Exchange of Electronic documents between the Parties, using a secure transmission protocol (SSL) This ECC of the Party does not allow the other Party to dispose of the funds deposited on the Party's bank account.

**Information exchange** means steps taken by the Parties to receive and transmit the Electronic Documents, which are necessary for the Parties for the purpose of performing their obligations under the concluded contracts and agreements. These documents shall be exchanged with the use of ECC.

**AHS compromise** means loss of confidence in the AHS ensuring secure Information Exchange. The events of AHS Compromise include the following: suspicion of data leakage or corruption upon transmission; when it is impossible to credibly identify what has happened with magnetic carriers containing the AHS (including when a magnetic carrier is broken down and it was not proved to the contrary that this occurred other than as a result of unauthorized actions of a third party); or other events which a Party believes to be a basis for AHS Compromise, including the loss of AHS, termination of employment or transfer to another company's unit (other employment position) or change of functional duties of the authorized person(s) of the Parties, who had access to AHS.

**Electronic Document** means any document drawn up digitally and electronically with the use of AHS of the Parties. An Electronic Document consists of data created, modified, processed and stored in a computer and transmitted through ECC and can be represented on paper. The Electronic Documents shall contain data and information only under the Agreement.

*Other terms written with the capital letter used in the Regulation have the equal meaning as in the Agreement.*

## 2. **Subject matter**

- 2.1. This Regulation sets out the procedure for the Information Exchange of Electronic Documents between the Parties through ECC, and defines the circumstances in which the Electronic Documents signed by AHS and transmitted by the Parties as part of the Information Exchange shall be treated *pari passu* with the documents in simple written form.

## 3. **Rules of Information Exchange**

- 3.1. The Parties shall verify automatically the availability of AHS when making the Information Exchange, and make certain that AHS is valid at the time of the Information Exchange.
- 3.2. If a Party, which has transmitted the Electronic Documents as part of the Information Exchange, does not receive the automatic confirmation of receipt or receives refusal to accept the Electronic Documents, it may request the other Party to report on the status of the transmitted documents. The time of receipt or refusal to receive the Electronic Documents shall be recorded in journal files of the machines which process the transmitted Electronic Documents.
- 3.3. Each Party shall exercise control over the Electronic Documents received as part of the Information Exchange and timely notify the other Party of any identified errors.
- 3.4. The Electronic Documents that give rise to rights and obligations of the Parties under the Agreement shall be drawn up in the forms provided by NCO.
- 3.5. All copies of the Electronic Document signed with AHS shall be treated as originals of such document.
- 3.6. The Electronic Document signed with AHS may be made (printed out) on paper.
- 3.7. The retention period for the Electronic Documents shall be 5 (five) years from the date of termination of the Agreement.
- 3.8. The Parties shall proceed to the Information Exchange from the date of signing of the Statement.

## 4. **Rights and obligations of the Parties upon the Information exchange**

- 4.1. The Parties shall:
  - 4.1.1. Keep the records of AHSs of the Parties;
  - 4.1.2. Replace the AHS in the circumstances provided by the Regulation.
  - 4.1.3. Grant access to ECC only to the persons authorized by such Party.
  - 4.1.4. Acknowledge the documents, transmitted in accordance with this Regulation, or in cases that are specified by the Application or Agreement, as documents which are transmitted/received from/to e-mail addresses of authorized representatives of the Parties approved by the Parties in the Application or Agreement, which have the same as the documents represented on the material carrier.
- 4.2. The Parties may:
  - 4.2.1. Request the other Party to report the status of the Electronic Documents transmitted through ECC;
  - 4.2.2. Initiate the replacement of AHS;
  - 4.2.3. Exercise any other rights provided to the Parties by the Regulation.
  - 4.2.4. After prior notice given to the other Party through ECC to the e-mail address specified in the Statement, suspend the Information Exchange and refuse to accept the Electronic documents through ECC with indication of reasons of such refusal. The Party which received such refusal may contact the other Party and provide duly represented documents on paper.

## 5. **Replacement of ASP**

- 5.1. AHS validity period shall be 7 (seven) years.
- 5.2. The Parties shall use AHS from the date of signing of the Technical Readiness Report until the expiry of AHS, unless earlier replaced by either Party.

- 5.3. By signing the Technical Readiness Report the Parties acknowledge that NCO transferred and the Credit Institution received AHS.
- 5.4. The Parties shall replace ASP at the initiative of either Party before the expiry of the period specified in Clauses 5.1 – 5.2 of the Regulation. The Party, initiating the replacement of ASP, shall give 14 (fourteen) calendar day prior notice to the other Party
- 5.5. AHS shall be replaced off-schedule in case of ASP Compromise. In case of ASP Compromise the Parties shall notify immediately about this event by any means under this Agreement.
- 5.6. The receipt by the Credit Institution of new AHSs in the circumstances specified in Clauses 5.4 and 5.5 of the Regulation shall be certified by the Technical Readiness Report signed by the Parties.
- 5.7. After giving effect to the new AHSs, each Party shall retain the cancelled AHSs in accordance with the internal rules of retaining the key carriers of each Party throughout the whole period of retention of the Information Exchange data.
6. **Rules of suspension of Information Exchange**
  - 6.1. The Information Exchange may be suspended in the following cases:
    - 6.1.1. The Party's non-compliance with the terms and conditions of the Regulation;
    - 6.1.2. Expiration of AHS validity period;
    - 6.1.3. Receipt of the notification by the Party from the other Party with the request to suspend the Information exchange;
    - 6.1.4. Notification of the Party concerning AHS Compromise.
  - 6.2. The Party shall cease the usage of AHS if it becomes aware that AHS comes to the hands of any unauthorized persons.
7. **Dispute Resolution**
  - 7.1. Any dispute arising out of performance of obligations provided by the Regulation shall be resolved, first of all, as required by the Dispute Resolution Procedure upon Information Exchange with Electronic Documents (Exhibit 2 to the Regulation).
  - 7.2. If the Parties fail to settle such dispute through the provision set forth in Clause 7.1 of the Regulation, then such dispute shall be settled in the Moscow Arbitrazh Court.

**Form of Technical Readiness Report**

**Technical Readiness Report to Regulation on Electronic Document Exchange for Agreement  
on rendering services for providing settlements on Transfers in favor of Payees – clients of Credit Institutions  
dated \_\_\_\_ 20 \_\_**

Moscow

\_\_\_\_ 20 \_\_

**Non-bank credit organization "MOBI. Money" Limited Liability Company ("NCO")**, represented by its authorized representative acting on the basis of the power of attorney, and \_\_\_\_\_, ("**Credit Institution**"), represented by its authorized representative, together referred to as "**Parties**", by this Report ("Report") acknowledge and agree on the following:

The Parties are ready to perform the Information Exchange of Electronic Documents.

E-mail addresses of the Parties used for the Information Exchange of Electronic documents are as follows:

NCO e-mail address: mcommerce@nkomobi.ru

Credit Institution e-mail address: \_\_\_\_\_

Format of the Register sent by NCO to the Credit Institution: XML  HTML  Excel MS  CSV

The Report has been executed and signed in 2 (two) copies, 1 (one) copy for each of the Parties.

**Signatures of the Parties:**

<b>NCO</b>	<b>Signature, seal</b>	<b>Credit Institution</b>	<b>Signature, seal</b>
<b>Position</b>	<b>Full Name</b>	<b>Position</b>	<b>Full Name</b>
<b>Legal basis:</b>	<b>Power of Attorney (number, date if applicable)</b>	<b>Legal basis:</b>	<b>Power of Attorney (number, date if applicable)</b>

**Dispute Resolution Procedure upon Information Exchange with Electronic Documents**

1. The Mediation Committee (the Committee) shall be created to resolve any disputes arising out of or in connection with the Information Exchange, identify the facts underlying these disputes and check the integrity and authenticate the Information Exchange data.
2. In case of any discrepancies upon the Information Exchange, the Party, claiming the existence of a discrepancy (the Initiating Party), shall give notice to the other Party of such discrepancy signed by its authorized officer. Such notice shall contain detailed description of the reasons for such discrepancy and the proposal to create the Committee. The notice shall also specify the names of the Initiating Party's representatives who will sit in the Committee, the date and time of convening the meeting of the Committee (at least 7 (seven) calendar days from the date of the notice).
3. The Committee shall meet in the country of the Party, to which the notice of discrepancies is given. Such Party shall acknowledge in writing that it agrees with the date and time of the Committee meeting or propose another time and date (at least 7 (seven) calendar days of receipt of the notice) to the Initiating Party. The Committee shall be created for a period of 14 (fourteen) calendar days.
4. The Committee shall consist of the equal number of representatives of each Party and, if necessary, independent experts. The Committee members nominated by each Party shall be appointed by the orders of respective Party. If it is necessary to involve independent experts, the expert shall be deemed appointed only with the written consent of both Parties. The fee to the independent experts in the Committee shall be agreed by the Parties.
5. The Parties shall assist to the Committee in every possible way and shall not refuse to provide necessary documents or grant access to the terms and the manner of operation of its software and hardware used for the Information Exchange.
6. The Committee shall have the authority to resolve the following discrepancies:
  - 6.1. The Sending Party is asserting that it did not transmit any information, but the Receiving Party says that it did receive it.
  - 6.2. The Receiving Party is asserting that it did not receive any information, but the Sending Party says that it did transmit it.
  - 6.3. The information received by the Receiving Party does not match with the information which is sent by the Sending Party.
7. Further to the consideration, the Committee shall make a report which shall be signed by all its members.

**Schedule 2**

*to the Services Agreement on rendering services for providing settlements on Transfers in favor of Payees – clients of Credit Institutions*

**Form of the List of Services**

List of Services

according to the Services Agreement on rendering services for providing settlements on Transfers in favor of Payees – clients of Credit Institutions dated \_\_\_\_ 20 \_\_

Moscow

\_\_\_\_\_ 20 \_\_

NCO "MOBILMONEY" LLC ("NCO"), represented by \_\_\_\_\_, acting on the basis of \_\_\_\_\_, on the one part and \_\_\_\_\_ ("Credit Institution"), represented by \_\_\_\_\_, acting on the basis of \_\_\_\_\_, on the other part, made the following List of Services:

#	Name of the Payee (brand)	Legal name of the Payee	Service Website	Tax ID	Category	Partner of NCO	Fee paid by the Credit Institution to NCO for performed Remittance (% of transfer amount included in the Remittance)	Fee paid by Credit Institution to NCO for settlements on Reversal Transactions (% of Reversal Transaction amount)	Fee paid by the Payer for settlements on Transfers (% of Transfer amount)
1	2	3	4	5	6	7	8	9	10

<b>NCO</b>	<b>Signature, seal</b>	<b>Credit Institution</b>	<b>Signature, seal</b>
<b>Position</b>	<b>FULL NAME</b>	<b>Position</b>	<b>FULL NAME</b>

Upon signing of this Schedule 2 to the Agreement by authorized representatives of the Parties, this Schedule becomes obligatory for the Parties.

to the Services Agreement on rendering services for providing settlements on Transfers in favor of Payees – clients of Credit Institutions

Form of Modifications and Amendments to the List of Services No. \_\_\_\_  
 to the Services Agreement on rendering services for providing settlements on Transfers in favor of Payees – clients of Credit Institutions dated \_\_\_\_ 20 \_\_\_\_

Moscow

\_\_\_\_\_ 20 \_\_\_\_

NCO "MOBLMONEY" LLC ("NCO"), represented by \_\_\_\_\_, acting on the basis of \_\_\_\_\_, on the one part, and \_\_\_\_\_ ("Credit Institution"), represented by \_\_\_\_\_, acting on the basis of \_\_\_\_\_, on the other part, made the following modifications and amendments to the List of Services ("List"):

1. Add the following Services to the List (\*):

#	Name of the Payee (brand)	Legal name of the Payee	Service Website	Tax Id	Category	Partner of NCO	Fee paid by the Credit Institution to NCO for performed Remittance (% of transfer amount included in the Remittance)	Fee paid by Credit Institution to NCO for settlements on Reversal Transactions (% of Reversal Transaction amount)	Fee paid by the Payer for settlements on Transfers (% of Transfer amount)
1	2	3	4	5	6	7	8	9	10

2. Exclude the following Suppliers from the List (\*):

#	Name of the Payee (brand)	Legal name of the Payee	Service Website	Tax Id	Category	Partner of NCO	Fee paid by the Credit Institution to NCO for performed Remittance (% of transfer amount included in the Remittance)	Fee paid by Credit Institution to NCO for settlements on Reversal Transactions (% of Reversal Transaction amount)	Fee paid by the Payer for settlements on Transfers (% of Transfer amount)
1	2	3	4	5	6	7	8	9	10

3. Set forth the List items as provided below (\*):

#	Name of the Payee (brand)	Legal name of the Payee	Service Website	Tax Id	Category	Partner of NCO	Fee paid by the Credit Institution to NCO for performed Remittance (% of transfer amount included in the Remittance)	Fee paid by Credit Institution to NCO for settlements on Reversal Transactions (% of Reversal Transaction amount)	Fee paid by the Payer for settlements on Transfers (% of Transfer amount)
1	2	3	4	5	6	7	8	9	10

1

\* In cases when signing of this document does not require the use of specific items, such items are excluded from the text of this document.



<b>NCO</b>	<b>Signature, seal</b>	<b>Credit Institution</b>	<b>Signature, seal</b>
<b>Position</b>	<b>FULL NAME</b>	<b>Position</b>	<b>FULL NAME</b>

Upon signing of this Schedule 2A to the Agreement by authorized representatives of the Parties, this Schedule becomes obligatory for the Parties.

to the Services Agreement on rendering services for providing  
settlements on Transfers in favor of Payees – clients of Credit Institutions

**Form of Reporting Period Completion Statement**

**Reporting Period Completion Statement  
to the Services Agreement on rendering services for providing  
settlements on Transfers in favor of Payees – clients of Credit Institutions  
dated \_\_\_\_\_ 20 \_\_**

Moscow

\_\_\_\_\_ 20 \_\_

NCO "MOBLMONEY" LLC ("NCO"), represented by \_\_\_\_\_, acting on the basis of \_\_\_\_\_, on the one part, and \_\_\_\_\_ ("Credit Institution"), represented by \_\_\_\_\_, acting on the basis of \_\_\_\_\_, on the other part (together, the "Parties"), by this Statement ("Statement") acknowledge and agree that for the Reporting Period the Parties fully performed out obligations under the Agreement concerning rendering the services on providing settlements for Transfers in favor of the Payees – clients of the Credit Institution dated \_\_\_\_\_ 20 \_\_.

1.	Date and time of the beginning of the Reporting Period	_____ 20 __	0:00:00
2.	Date and time of the end of the Reporting Period	_____ 20 __	23:59:59
3.	Remaining debt of NCO to the Credit Institution at the beginning of the Reporting Period	RUB _____	Amount in words
4.	Remaining debt of NCO to the Credit Institution at the end of the Reporting Period	RUB _____	Amount in words
5.	Total quantity of Transfers made by NCO	_____	Amount in words
6.	Total amount of Transfers made by NCO	RUB _____	Amount in words
7.	Total amount of Remittances performed by NCO	RUB _____	Amount in words
8.	Fee amount payable to NCO for performed Remittance, VAT not assessed.	RUB _____	Amount in words
9.	Total quantity of Transfer Reversal Transactions performed by NCO	_____	Amount in words
10.	Total amount of Transfer Reversal Transactions performed by NCO	RUB _____	Amount in words
11.	Fee payable to NCO for settlements performed on Transfer Reversal Transactions. VAT is not assessed.	RUB _____	Amount in words
12.	Remaining debt of the Credit Institution to NCO at the end of the Reporting Period	RUB _____	Amount in words
13.	Remaining debt of NCO to the Credit Institution at the end of the Reporting Period on the transfer amount	RUB _____	Amount in words

The Parties have no claims against each other.

The Statement is made and signed in 2 (two) copies having equal legal force and effect, 1 (one) copy for each of the Parties.

<b>NCO</b>	<b>Signature, seal</b>	<b>Credit Institution</b>	<b>Signature, seal</b>
<b>Position</b>	<b>Full Name</b>	<b>Position</b>	<b>Full Name</b>

**List of documents to be provided by the Credit Institution**

- 1.1. The Questionnaire made in the form established by NCO or in the form developed and approved by the Credit Institution, which includes all basic credentials required for identification of the Credit Institution, in compliance with requirements of the laws of the Russian Federation and the Bank of Russia in the field of combating illegal income legalization (money laundering) and financing of terrorism;
- 1.2. Information about beneficial owners, beneficiaries (if applicable) which is represented in the forms provided by NCO, or in the form developed and approved by the Credit Institution which includes all basic credentials required for identification of the Credit Institution, in compliance with requirements of the laws of the Russian Federation and the Bank of Russia in the field of combating illegal income legalization (money laundering) and financing of terrorism;
- 1.3. The extract from the Unified State Register of Legal Entities (USRLE) issued within 30 (thirty) calendar days prior the date of establishment of contractual relations, or a copy of this document certified by notary public;
- 1.4. Copies of the documents confirming the power of attorney of the persons acting on behalf of the Credit Institution when establishing contractual relations, certified by the Head of the Credit Institution\*\*;
- 1.5. Copies of identity documents of the persons\*, acting on behalf of the Credit Institution at the establishment of contractual relations;
- 1.6. Copies of identity documents of the Head\* of the Credit Institution.
- 1.7. Copies of documents confirming the appointment (election) of the Head of the Credit Institution or an extract taken from the specified documents, certified by the Head of the Credit Institution\*\*;
- 1.8. The copy of the letter of territorial establishment of the Bank of Russia with confirmation of approval of the Head of the Credit Institution with the territorial establishment of the Bank of Russia certified by notary public;
- 1.9. Copies of incorporation documents and all changes to them, certified by the Head of the Credit Institution\*\*;
- 1.10. Information on measures taken by the Credit Institution against illegal income legalization (money laundering) and financing of terrorism\*\*\*;
- 1.11. Information on the use of accounts of the Credit Institution by credit institutions which do not have permanent authorities in territories of the states in which they are registered\*\*\*.

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\* Copies of pages of identity documents shall contain the identifying information, namely: surname, name, middle name (if other does not imply from the law or national custom); details of the identity document (series and document number, issue date of the document, name of the authority that issued the document, and subdivision code (if available)); registration address at the place of residence and place of stay (actual address).

\*\* Copies of documents certified by the head of the Credit Institution shall bear "True copy" endorsement, signature of the head of the Credit Institution with indication of the head's position, surname, name and middle name (if other does not imply from the law or national custom) of the person who certified documents, and the seal of the Credit Institution.

\*\*\* Data/information shall not be provided if the Questionnaire is filled in the form established by NCO.

**2. If the Credit Institution and/or the Payee is/are the Non-resident – legal entity:**

- 2.1. Information on the legal entity – non-resident (in the form of NCO);
- 2.2. Copies of the documents evidencing legal status of the legal entity by the legislation of the country in the territory of which this legal entity is established:
  - Incorporation documents and all amendments to them;
  - Documents evidencing the state registration;
  - Other documents evidencing legal status of the legal entity in accordance with the legislation of the country where the legal entity is established;
  - Copy of the certificate of registration in the tax authority or the document issued by the tax authority in cases, stipulated by the laws of the Russian Federation (copy of the certificate of registration issued by the tax authority of the Russian Federation);
  - In cases, stipulated by the laws the Russian Federation, the following must be provided: the documents certifying the record filed with the state register of the representative offices of foreign companies accredited in the territory of

the Russian Federation or the state register of branches of foreign legal entities accredited in the territory of the Russian Federation.

- 2.3. Copies of identity documents\*, certified by notary public:
  - head of the legal entity;
  - persons acting on behalf of the legal entity at the establishment of contractual relations (if applicable).
- 2.4. Copies of the documents evidencing appointment (election) of the head of legal entity or an extract from specified documents, certified by the head of the organization\*\*;
- 2.5. Copies of the documents evidencing powers of attorney of the persons acting on behalf of the legal entity at the establishment of contractual relations, certified by the head of the organizations\*\*;
- 2.6. Copies of the licenses (permissions) granted to the legal entity, if these licenses (permissions) are directly related to legal capacity of the legal entity – non-resident to sign the agreement;
- 2.7. Copies of the following documents certified by the head of the organization\*\*:
  - Financial status (for example, copies of annual accounting records (balance sheet, report on financial performance));
  - Annual (or quarterly) tax declaration with marks made by the tax authority evidencing their acceptance or without such mark but with attached Schedule or copies of the registered mail receipt with the description of the mailed content (when mailing by the post), or copies evidencing sending on paper (when transmitting electronically) (when available);
  - Audit opinion on the annual report for the last year evidencing the reliability of the financial (accounting) reporting and compliance of financial accounting with the legislation of the Russian Federation (when available).

Also the following information (documents) shall be provided in writing:

- Information on funding sources and (or) other property of the legal person - the non-resident
- Information about the beneficial owner (beneficial owners) of the legal entity - the non-resident
- On the duty (or absence of duty) of the legal entity - the non-resident, who is not the Russian taxpayer, to provide financial reports in the place of its registration/activities to authorized public establishments with indication of names of such public institutions;
- On providing (when the respective duty is applicable) the financial report for the last reporting period (public establishment is specified to which the financial report is provided, and information on the public source of information (when available) containing the financial report);
- Letters of recommendation made in arbitrary form, produced by Russian or foreign credit institutions with which these legal entities - nonresidents have civil relations following from the bank account agreement.

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Note:

\* Copies of pages of identity documents shall contain the identifying information, namely: surname, name, middle name (if other does not imply from the law or national custom); details of the identity document (series and document number, issue date of the document, name of the authority that issued the document, and subdivision code (if available)); registration address at the place of residence and place of stay (actual address).

\*\* Copies of documents certified by the head of the legal entity shall bear "True copy" endorsement, signature of the head of the legal entity with indication of the head's position, surname, name and middle name (if other does not imply from the law or national custom) of the person who certified documents, and the seal of the legal entity.

\*\*\* All documents shall be legalized in accordance with the established procedure (containing the translation into Russian / notarized translation / apostille seal).

**Transfer Reversal Procedure  
(the Procedure)**

**1. General provisions**

- 1.1. This Procedure set out the manner and conditions of the Transfer Reversals made by the Credit Institution and regulates the rights and obligations of NCO and the Credit Institution when making the Transfer Reversals.
- 1.2. The Credit Institution may make the Transfer Reversal to the Payer in the following manner:
  - 1.2.1. with participation of NCO. The return of funds to the Payer in respect of the Transfer Reversal is made by NCO:
    - 1.2.1.1. out of the funds included in the Remittance amount on the basis of the Application for Transfer Reversal drawn up and transmitted to NCO in the manner described in Section 2 of the Procedure;
    - 1.2.1.2. out of the funds transferred by the Credit Institution to NCO account on the basis of the Remittance Application on Transfer Reversal drawn up and transmitted to NCO in the manner described in Section 3 of the Procedure.
  - 1.2.2. directly to the Payer bypassing NCO. In this case, the Credit Institution shall independently (bypassing NCO) make the Transfer Reversal to the Payer in the manner provided by the agreement between the Credit Institution and the Payee subject to the laws of the Russian Federation. The procedure of Transfer Reversal to the Payer by the Payee bypassing the Company shall not be a subject matter of the Agreement, nor will it be regulated by this Procedure.
  - 1.2.3. *The Return of funds to the Payer in the manner specified in Clause 1.2.1 of the Procedure can be performed only to the Partner with the use of the Service Channel used for transmitting the Instruction.*
    - 1.2.3.1. *The Return of funds to the subscriber is made to the Mobile phone number of the Telecom operator which has the Subscriber's Personal account that was used for giving the Instruction ("**Primary Subscriber's Personal Account**").*
    - 1.2.3.2. *The Return of funds to the Payer, who initiated the Instruction to perform the Transaction by means of the Bank card, shall be credited only to this Bank card ("**Primary Bank card**").*
    - 1.2.3.3. *The Return of money to the Payer, to whom the funds were provided by the Enterprise, is made with the use of details of the respective Service Channel provided by the Enterprise.*
    - 1.2.3.4. *The Return of funds to the Payer, who made the Transaction or initiated the Transaction via Service Channels of Partner Bank or Bank Payment Agent, is made with the use of details of the Service Channel of such Partner Bank (including the electronic payment instruments of such Partner Bank which belong to the Payer) or the Bank payment agent only in cases which are directly provided by agreements signed by NCO with such Partner Bank and Bank Payment Agent.*
- 1.3. The Transfer Reversal shall not entail an obligation for NCO to return to the Credit Institution the Fee paid by the Credit Institution to NCO in accordance with the specified Tariff.
- 1.4. The manner and the terms on which NCO shall make settlements with the Partner in respect of the Transfer Reversal (remittance of funds to the Partner) shall not be a subject matter of the Agreement, nor will they be regulated by this Regulation.

**2. Transfer Reversal Procedure with the assistance of NCO at the expense funds included in the Remittance**

- 2.1. The Credit Institution may make the Transfer Reversal at the expense of the funds included in the Remittance, provided that the Remittance is sufficient to make a Transfer Reversal plus the fee of NCO determined by the Tariff in full.
- 2.2. In order to make the Transfer Reversal, the Credit Institution shall draw up and supply to NCO the Application for Transfer Reversal on paper, signed by the authorized representative of the Credit Institution and sealed by or on behalf of the Credit Institution.
- 2.3. Upon receipt of the Application for Transfer Reversal from the Credit Institution, NCO shall check whether the Remittance is sufficient to make the Transfer Reversal in the amount specified in the Application for Transfer Reversal (including the Fee of NCO, calculated in accordance with the Tariff).
- 2.4. If the Remittance is sufficient to make the Transfer Reversal in the amount specified in the Application for Transfer Reversal (plus the Fee of NCO, calculated in accordance with the Tariff), NCO shall transmit through the System a

request to the Partner concerning the possibility to credit the funds in the amount of the Transfer Reversal to the Primary Personal Account, Primary Bank Card or on the basis of the details of the primarily used Service Channel.

2.5. Bearing in mind that:

2.5.1. if the Partner notified that it is impossible to make the Transfer Reversal to the Primary Subscriber's Personal Account, Primary Bank Card or on the basis of the details of the primarily used Service Channel:

- The Application for the Transfer Reversal will not be accepted by NCO;
- The information that it is impossible to make the Transfer Reversal shall be given to the Credit Institution by sending the respective Information Communication;
- The Credit Institution shall independently negotiate with the Payer on how to make Transfer Reversal.

2.5.2. if NCO is notified by the Partner that it is possible to make the Transfer Reversal to the Primary Subscriber's Personal Account, Primary Bank Card or on the basis of the details of the primarily used Service Channel:

- the Application for Transfer Reversal will be deemed accepted by NCO on the first business day following the day of receipt from the Partner of the information that it is possible to make the Transfer Reversal;
- NCO shall, no later than 3 (three) business days of acceptance of the Application for Transfer Reversal from the Credit Institution, offset the Remittance against the Transfer Reversal as provided by Clause 6.3 of the Agreement;
- NCO shall make the Credit Institution aware of the Application for Transfer Reversal having been performed by sending the respective Information Communication.

2.6. If on the date when NCO receives the Application for Transfer Reversal under Clause 2.2 of this Procedure, or on the date when the information specified in Clause 2.4.2 of this Procedure is received from the Partner, the Remittance is insufficient to make the Transfer Reversal in full, the Application for Transfer Reversal shall be denied by NCO. NCO shall make the Credit Institution aware of the impossibility to perform the Application for Transfer Reversal by sending the respective Information Communication.

### **3. Transfer Reversal Procedure with the assistance of NCO at the expense of funds transferred from correspondent account of the Credit Institution to NCO account**

3.1. The Credit Institution may perform the Transfer Reversal by non-cash transfer of funds from correspondent account of the Credit Institution to the account of NCO No. 30103810100000000678 according to the details specified in section 14 of the Agreement (NCO Account).

3.2. For the purpose of making the Transfer Reversal by non-cash transfer of funds from correspondent account of the Credit Institution to the NCO Account, the Credit Institution sends to NCO e-mail address [mcommerce@nkomobi.ru](mailto:mcommerce@nkomobi.ru) the Information Communication with the Application for Transfer Reversal made in an arbitrary form.

3.3. The Application for Transfer Reversal shall contain the following information:

- Mobile phone number of the subscriber (Primary Subscriber's Personal Account), details of the Primary Bank card or details of the originally used Service Channel;
- Identification number (when available), amount and date of the Original Transfer;
- The basis used for making the Transfer Reversal;
- Cash amount subject to transfer on the Transfer Reversal.

3.4. NCO shall (if technically possible), within 5 (five) business days from the receipt date of the e-mail of the Application for Transfer Reversal, transmit to the Partner by means of the System a request to transfer the Transfer Reversal funds to the Primary Subscriber's Personal Account, Primary Bank Card or on the basis of the details of the primarily used Service Channel. At the same time:

3.4.1. if NCO obtained information on impossibility to transfer funds to the Primary Subscriber's Personal Account:

- The Application for the Transfer Reversal will not be accepted by NCO;
- The information that it is impossible to make the Transfer Reversal shall be given to the Credit Institution by sending the respective Information Communication;
- The Credit Institution shall independently negotiate with the Payer on how to make Transfer Reversal.

3.4.2. if NCO obtained information that it is possible to transfer funds to the Primary Subscriber's Personal Account, Primary Bank Card or on the basis of the details of the primarily used Service Channel, NCO shall submit to the Credit Institution the Information Communication about the possibility to make the Transfer Reversal.

3.5. The Credit Institution shall, within 3 (three) business days from the date of receipt from NCO of the Communication submitted in accordance with Clause 3.4.2 of the Procedure, transfer the Transfer Reversal amount to the NCO account, with indication of all payment details in the payment order required for NCO to unambiguously identify the Transfer (identification number (mobile phone number of the Payer, Bank card details or details of the originally used Service Channel), amount and the date of the Transfer). Bearing in mind that:

- The Application for Transfer Reversal is deemed received by NCO on the first business day of the receipt of the payment order from the Credit Institution and crediting the Transfer Reversal to the NCO Account provided the sufficiency of funds to make the Transfer Reversal in full;
- NCO shall, within 3 (three) business days from the date of receipt of the Application for Transfer Reversal, confirm to the Partner the necessity to credit the Transfer Reversal to Primary Subscriber's Personal Account, Primary Bank Card or on the basis of the details of the primarily used Service Channel.

In case the Credit Institution fails to comply with the requirements provided by this Section of the Procedure, NCO shall not confirm to the Partner the necessity to credit the Transfer Reversal to Primary Subscriber's Personal Account, Primary Bank Card or on the basis of the details of the primarily used Service Channel, according to the Application for Transfer Reversal. The funds, previously credited to the NCO Account, shall be returned by NCO in favor of the Credit Institution within 3 (three) business days from the date when NCO received the mentioned-above funds in accordance with the details of the Credit Institution specified in the payment order.

**Remedial Actions against Illegal Services**

1. NCO shall, not later than 3 (three) business days from the date NCO becomes aware (from the mass media, Internet, written or verbal communications from Payers / Partners or other information channels used by NCO) that the Payee offers any Illegal Services, send a Request to the Credit Institution for the information on the offered Services and documents evidencing that a Service was made available to a Payer against the effected Transfer (the “Request”), by giving an Information Communication to the Credit Institution.
2. The Credit Institution shall, not later than 2 (two) business days of receipt of the Request from NCO, send an Information Communication to NCO attaching the documents and information requested by NCO and provide to NCO these documents and information on paper signed by the Credit Institution's authorized representative.
3. Before the Credit Institution provides the information and documents specified in Clause 2 of this Procedure or if it fails to provide such information and documents within the time frames specified in Clause 2 of this Procedure, or if it provides information and documents evidencing that an Illegal Service was offered, the Services offered by the Payee shall be declared the Illegal Services.
4. In the case provided by Clause 3 of this Procedure, NCO may:
  - 4.1. Declare the Transfers made or being made in favor of the Payee as Invalid Transfers;
  - 4.2. Unsubscribe the Service from the System and suspend settlements in respect of the Transfers, including suspending of all Transfers in favor of the Payee. NCO shall, within 2 (two) business days from the date the Service is unsubscribed from the System, give notice to the Payee of the unsubscription by sending the respective Information Communication.
5. If the Credit Institution provides the information and documents specified in Clause 2 of this Procedure denying that the Payee offered any Illegal Services, NCO shall, not later than 3 (three) business days of receipt of such information and documents, re-subscribe the Service to the System and resume settlements with the Payee in respect of the Transfers, and within 2 (two) business days, give notice to the Credit Institution that the Service was re-subscribed and the Transfers were resumed by sending the respective Information Communication.
6. The Credit Institution independently (without participation of NCO) notifies the Payee on unsubscription of NCO Service from the System.



**Remedial Actions for Invalid transfers**

1. NCO shall, within 5 (five) business days of receipt of the notice from the Partner that an Invalid Transfer was made to the Payee (the “Notice”), send a demand to the Credit Institution to return money funds in the amount of the Invalid Transfer (the “Demand”).
2. The Credit Institution shall, not later than 2 (two) business days of receipt of the Demand from NCO, consider the Demand and give an Information Communication to NCO of its agreement with the Demand or reasoned refusal to perform the Demand. If NCO does not receive an Information Communication from the Credit Institution of its agreement with the Demand or reasoned refusal to perform the Demand within the time period specified in this Clause, the Parties shall deem the Credit Institution to have agreed with the Demand from NCO.
3. NCO shall, not later than 3 (three) business days of receipt of the notice from the Credit Institution of its agreement with or reasoned refusal to perform the Demand, or upon the expiry of the time period specified in Clause 2 of this Procedure, give notice to the Partner of the results of consideration of the Notice.
4. The Invalid Transfer shall be reversed as provided by Section 5 of the Agreement.
5. If the Credit Institution refuses to perform the Demand, the Partner /Payer /Payee may request the Credit Institution directly to reverse the Invalid Transfer. In this case all subsequent negotiations between the Credit Institution and the mentioned-above parties shall take place without participation of NCO.