

banking service AGREEMENT

Moscow

Joint Stock Company "Reserve Finance and Investments Bank", hereinafter referred to as the "**Bank**", on the one hand, and a legal entity or a physical person registered as an individual entrepreneur, hereinafter referred to as the "**Recipient**", on the other hand, collectively referred to as the "**Parties**" and individually as a "**Party**", have entered into this Banking Service Agreement (hereinafter, the "Agreement") on the following:

1. TERMS AND DEFINITIONS

Authorization Pages means the service pages on the System Website used to select an Electronic Payment Instrument, enter its details and obtain results of the Authorization process.

Authorization means the procedure for obtaining permission for the Payer to perform any actions required to carry out a Remittance provided by the Issuer by means of the System.

Bank means Joint Stock Company "Reserve Finance and Investments Bank" in its capacity as the operator for the purposes of money transfer. Banking License No. 3351 of August 6, 2015. Registered address: 105082 Moscow, Perevedenovskiy pereulok, d. 13, str. 4

Bank Card means an electronic payment instrument (including those processed by the VISA and MasterCard payment systems (PS) and the National System of Payment Cards (NSPC)), granted by the Issuer to the Payer for making Remittances in accordance with the terms and conditions of the agreement entered into by the Payer and the Issuer, as well as pursuant to the rules of the relevant PS.

Prohibited Services means any types of Services rendered by the Recipient and/or associated with the Recipient's activities that are contrary to the laws of the Russian Federation, including but not limited to the following:

- Sales, or any services associated with the sales, by the Recipient of any weapons, firearms or explosive materials and objects; narcotic, psychotropic, toxic, corrosive or radioactive substances; human organs and tissues; alcohol and tobacco products; gambling-related services; sexual services or services contrary to the generally accepted standards of decency and morality; or other Services that are prohibited or restricted under the laws of the Russian Federation;
- Services which, according to information available to the Bank, will deliberately not be or have not been rendered by the Recipient to the Payer after they have been paid for (the Remittance has been carried out), including any Services for which the Recipient has refused to provide the Bank with the relevant documents evidencing the fact that such Services have been rendered to the Payer after the Remittance is actually carried out.

E-Store means a software product of the Recipient that has a unique web address on the Internet; provides, via the Internet, information about the Services offered by the Recipient and their cost; and allows receipt of Payers' orders for such Services.

Personal Account means the user account of the Recipient on the System Website, used to view information about each Remittance (date, time, and amount), the total amount received by the Bank as a result of Remittances, and any amount to be Transferred to the Recipient; to reconcile, on a daily basis, any Settlement information on Remittances; and to send requests for technical support.

Mobile Payment is an electronic means of payment that allows the Payer to make E-Money Remittances in consideration for Services rendered by the Recipient, using the money paid by the Payer to a mobile network operator in advance for communication services in accordance with Article 13 of Federal Law No. 161-FZ dated June 27, 2011, "On the National Payment System".

Nonresident means a legal entity established under the laws of a foreign state, with a registered address outside the territory of the Russian Federation.

E-Money Operator means a credit or other institution entitled under the laws of the Russian Federation to remit money which carries out E-Money Remittances without opening a bank account.

Chargeback Transaction means a refund procedure in respect of any money paid under a Transaction concluded and paid for previously in the Recipient's E-Store using an Electronic Payment Instrument, performed at the initiative of the Payer in accordance with the rules of the Issuer of such Electronic Payment Instrument.

Refund Transaction means a procedure of partial or full refund to the bank account of the Payer of any

money transferred under a Transaction concluded and paid for previously in the Recipient's E-Store using an Electronic Payment Instrument, performed at the initiative of the Recipient.

Void Transaction means the procedure for cancellation of a payment transaction carried out with the use of an Electronic Payment Instrument that has been Authorized, before a Remittance is actually carried out.

Reporting Period means the calendar month of the year in which the Bank rendered the services envisaged by Clause 2.1 of the Agreement to the Recipient.

Reporting Day means a calendar day (00:00:00-23:59:59 Moscow time) during which the Bank carried out Remittances under Payment Orders received from Payers.

Transfer means the actions of the Bank for the wireless transfer to the Recipient's bank account of any money obtained by processing Payers' Remittances carried out in consideration for Services rendered by the Recipient.

Remittance means a series of operations undertaken by the Bank in pursuance of a Payer's Payment Order issued in favor of the Recipient towards payment by the Payer for Services sold by the Recipient via the E-Store.

Payer means a physical person having full legal capacity in accordance with the effective legislation of the Russian Federation who uses the System to carry out the actions required for making a Remittance, including:

- Placing requests for Services via the Recipient's E-Store;
- Selecting an Electronic Payments Instrument and taking all actions to provide any required information in order to carry out a Remittance and send a Payment Order for making the Remittance via the System.

Payment Systems (PS) means an aggregate of financial institutions that establish common standards and rules of interaction for their members, and maintain cash flows between participants of settlement transactions.

Payment Pages means pages of the Recipient's E-Store where the Payer selects an Electronic Payment Instrument and the means for carrying out a Remittance.

Recipient means a legal entity or a physical person registered as an individual entrepreneur, Resident or Nonresident, engaged in the sale of Services by means of the Internet. The Recipient authorizes the Bank to receive Payment Orders in order to carry out Remittances.

Prepaid Bank Card (E-Wallet) means an Electronic Payment Instrument allowing the Payer to carry out E-Money Remittances, issued to the Payer by the Issuer to be used by the Payer in accordance with the terms and conditions of the agreement entered into by and between the Issuer and the Payer.

Payment Order means an electronic document containing information necessary for carrying out a Remittance, executed and transmitted by the Payer to the Bank by means of the System for the purposes of such Remittance.

Resident means a legal entity (individual entrepreneur) established in accordance with the laws and located within the territory of the Russian Federation.

System means the Bank's specialized hardware and software suite that enables informational and technological interaction between the Bank, the Payer, the Recipient and the Issuer by means of the Internet.

System Website means the website located at www.rficb.ru containing information about the System, as well as the terms and conditions of its use.

Transaction means a one-time financial and informational interaction between the Bank, the Payer and the Recipient during which the following activities are performed:

- The Payer places an order for the Services of the Recipient on the E-Store website via the System;
- The Payer specifies the information required in order to carry out a Remittance and sends a Payment Order by means of the System;
- The Bank uses the System to notify the Recipient of a request for Services and the execution of a Remittance that serves as basis for the Recipient to render the Services to the Payer. The date, time and amount of the Transaction shall be the date, time and amount of the Remittance.

Services means goods (works, services) offered by the Recipient to Payers as a result of execution by the Payers of requests to obtain them via the E-Store.

E-Money (Electronic Money) means funds that are transferred by the Payer to the E-Money Operator in advance for the discharge of the Payer's financial obligations to third parties, in respect of which the Payer has a right to submit payment orders exclusively by means of Electronic Payment Instruments.

Electronic Payment Instrument (EPI) is a means and/or method that enables the Payer to make, authorize and submit Payment Orders in order to carry out Remittances using applicable forms of wireless settlements based on the use of electronic media and communication technologies, including:

- Mobile payments;
- Bank cards;
- Prepaid bank card (E-Wallet).

Issuer means a legal entity or credit institution (non-banking credit institution), including an E-Money Operator, providing the Payer with an EPI in accordance with the terms and conditions of the agreement entered into by and between them and in compliance with the laws of the Russian Federation.

2. SUBJECT OF THE AGREEMENT

2.1. According to the Agreement, the Bank undertakes to provide the Recipient, on a fee basis, services related to the transfer of Remittances carried out by Payers in consideration for the Services offered by the Recipient via the Internet. The Bank shall process the Remittances using the System under the terms of the Agreement.

2.2. Following conclusion of the Agreement, the execution and transfer by a Payer of a Payment Order to the Bank via the System shall serve as grounds to bind the Parties under the Agreement. The bank accepts a Payment Order for processing and carries out a Remittance provided that it is Authorized by the Issuer.

2.3. Any Payment Order submitted by the Payer under this Agreement may not exceed the amount provided for by Federal Law No. 161-FZ dated June 27, 2011, "On the National Payment System".

2.4. The obligations to transfer information pursuant to the Agreement shall be deemed fulfilled by one Party at the time of receipt thereof by the other Party via the System.

3. AGREEMENT CONCLUSION PROCEDURE

3.1. The Recipient shall sign a declaration of accession to the Banking Service Agreement (Annex 2 to the Agreement), hereinafter the "Declaration of Accession to Agreement", in two counterparts bearing the company seal.

3.2. The Recipient shall attach the documents specified in Annex 2 to the Agreement to the Declaration of Accession to the Agreement.

3.3. The Recipient is responsible for the completeness and accuracy of the information provided to the Bank in accordance with Clauses 3.1. and 3.2. of the Agreement.

3.4. The Recipient shall send the documents mentioned in Clauses 3.1. and 3.2. in any suitable way to the mailing address of the Bank.

3.5. The Bank shall, within two (2) business days following receipt of the documents mentioned in Clauses 3.1. and 3.2., review and verify the documents and information and identify the Recipient and its representatives, beneficiaries, and ultimate beneficiaries. If there is a positive decision to conclude an Agreement, the Bank shall return one signed counterpart of the Declaration of Accession to the Agreement to the Recipient by mail at the address specified by the Recipient in the Declaration of Accession to the Agreement. If necessary, the Bank may extend the period of time required to review and verify the documents and information by sending notice thereof to the Recipient. The Bank may refuse to conclude the Agreement by sending notice thereof to the Recipient. The Bank is not obliged to specify the reasons for such refusal to conclude the Agreement.

3.6. In the event of a positive decision on the part of the Bank in respect of the documents received, the Agreement shall be deemed to be concluded on the date of signing of the Declaration of Accession to the Agreement by the Bank. In the event of a refusal on the part of the Bank to enter into the agreement, the Agreement shall not be deemed concluded.

3.7. The Recipient shall perform the technical integration procedure using the protocol for informational and technical interaction available on the Bank's website.

4. SPECIAL CONDITIONS

4.1. The Bank shall not specify the following conditions in the Agreement:

- The Bank's commission rates;
- The frequency of reconciliations of settlements with the Recipient.

4.2. These conditions are specific to any Recipient and are established by the Bank and the Recipient in the Declaration of Accession to the Agreement.

4.3. The Bank is entitled to unilaterally change the Bank's fee rates by sending a notice thereof to the Recipient's email address specified in the Declaration of Accession to the Agreement at least ten (10)

business days before such changes enter into force. The Recipient is entitled to withdraw from the Agreement unilaterally and extrajudicially before the new fee rates enter into force.

If a change in the amount of the Bank's fee is related to a change in the terms and conditions for the provision of services by other settlement participants (Payment Systems) and/or an increase in the Bank's expenses for such services, the Bank may reduce the time period specified in this clause to 1 (one) calendar days.

4.4. In consultation with the Recipient, the Bank is entitled to provide for additional individual conditions.

5. RIGHTS AND OBLIGATIONS OF THE PARTIES

5.1. The Bank shall:

5.1.1. Provide the Recipient with test access to the System to configure interaction and the settings of the Recipient's E-Store to be able to work in the System.

5.1.2. Using the System, accept Payment Orders from Payers and carry out Remittances upon receipt from the System of a positive Authorization response, and provide the Recipient with real-time data on completed Remittances.

5.1.3. Generate and provide information on completed Remittances in electronic form and in the format prescribed by the Bank to the Recipient on a daily basis.

5.1.4. The Bank shall not accept Payment Orders from the Payer if:

- The Issuer returns a negative Authorization response;
- There is no notice from the Recipient that the Payment Order has been received in consideration for the Services;
- A Payment Order does not comply with Clause 2.3 of the Agreement.

5.1.5. Transfer to the settlement account of the Recipient all money received by the Bank from Payers as a result of Remittances, net of the Bank's fee (hereinafter, the "Bank Fee"), in full and in a timely manner as provided for by Section 6 of the Agreement.

5.1.6. In the event of a change in its legal/business/mailling address and/or bank details, notify the Recipient thereof within five (5) business days by sending an email to the address specified in the Declaration of Accession to the Agreement.

5.1.7. Using the System, provide the Recipient with information in electronic form on Remittances and Transfers made as part of settlements under the Agreement.

5.1.8. For the purposes of Remittances carried out by Payers using Bank Cards, the Bank undertakes to ensure the secure processing, transfer and storage of information on Bank Cards as required by the relevant PS and the PCI DSS standard as applied to the security of bank card information.

5.2. The Bank may:

5.2.1. Refuse to accept and execute Payment Orders (Remittances) from the Payer in favor of the Recipient in the event of non-performance or improper performance by such Recipient of its obligations under the Agreement until the Recipient has fulfilled such obligations, as well as in other instances at its sole discretion.

5.2.2. Disconnect the E-Store from the System if it comes to the Bank's knowledge that the activities of the Recipient are associated with the sales of Prohibited Goods or Services, or any goods or services in restricted circulation under the laws of the Russian Federation, as well as goods or services used in violation of copyright and/or the use of trademarks without the permission of their respective owners, which discredits the trademarks (service marks) of the Payment Systems and EPI Operators, as well as in other cases at its discretion. The Bank shall notify the Recipient of such disconnection of the E-Store by the date of disconnection of the E-Store from the System by sending an email to the Recipient at the address specified in the Declaration of Accession to the Agreement.

5.2.3. Suspend or stop Authorization on the basis of a written or electronic instruction from the relevant Issuer or PS.

5.2.4. Refuse to carry out a Remittance using an EPI if such EPI is not in compliance with the established limits and restrictions of the Issuer or the System.

5.2.5. Establish limits and restrictions (daily, monthly, applicable to the E-Store, to one Electronic Payment Instrument, etc.) on the execution of Remittances, and change any limits set earlier on a unilateral basis. Any limits set earlier may be reconsidered on the basis of a Recipient's written request to the Bank, to be sent to the following email address: sales@rficb.ru.

5.2.6. Engage third parties to perform its obligations under the Agreement on the basis of third-party

contracts while remaining liable to the Recipient for its actions (inaction), as well as for the fulfillment of its obligations under the Agreement.

5.2.7. If circumstances arise which are beyond the Parties' control and the Bank believes they may cause the Bank, the Recipient or the Payer to incur losses, the Bank may suspend access to the System services for the entire period that such circumstances exist, notifying the Recipient thereof in a timely manner. The Bank's obligations to Transfer any amounts of Remittances already accepted by the Bank to the settlement account of the Recipient remain in force.

5.2.8. The Bank may withhold the following amounts from the Remittances made by Payers on the grounds specified below:

- The Bank Fee;
- The amount of reimbursements payable to the Bank by the Recipient under transactions for payment cancellation/return of goods/cancellation of service by the Payer if such is provided for in the Agreement or the Declaration of Accession to the Agreement;
- Reimbursement amounts payable to the Bank in cases stipulated by Clauses 5.2.11-5.2.13 of the Agreement;
- Refundable amounts under Chargeback Transactions, to be transferred to the Bank by the Recipient;
- Refundable amounts payable to the Bank if the Bank erroneously Transfers to the bank account of the Recipient any money not belonging to such Recipient, in absence of any grounds established by the Agreement, law or any other legal acts;
- Amounts of expenses incurred to refund any Remittances to be transferred to the Issuers.

5.2.9. If the Recipient is unable to transfer to the Bank the amounts specified in Clause 5.2.8 of the Agreement as provided for in Clauses 5.2.8-5.2.9 of the Agreement, the specified amounts will be paid by the Recipient on the basis of an invoice to be issued by the Bank, within ten (10) business days from the date of the invoice. In the event of failure by the Recipient to make payment within the specified time period, the Recipient shall pay the Bank a penalty of one tenth of one percent (0.1%) of the outstanding amount for each day of delay;

5.2.10. For the purposes of Remittances carried out by Payers, the Bank undertakes to postpone or refuse to make Transfers to the Recipient under Remittances performed in the cases provided for by Clause 5.2.11 of the Agreement, and to postpone a Transfer if the stated amounts are not transferred (reimbursed) to the correspondent account of the Bank for reasons which are beyond the control of the Bank until such amounts are credited to the Bank's correspondent account;

5.2.11. For the purposes of Remittances carried out by Payers using Electronic Payment Instruments, and in instances when a Transfer associated with Remittances carried out using Electronic Payment Instruments has already been made, the Bank may withhold such amounts by virtue of Clause 5.2.8 of the Agreement in the following cases:

- If an EPI-based transaction is executed in violation of the terms and conditions of the Agreement;
- If the Bank receives a notice from a PS, the Issuer or another authorized entity or person (including notices sent via email/fax) stating that any of the transactions executed in the Recipient's E-Store falls within the "Fraud" category;
- If the EPI used to carry out a Remittance is recognized as fake/stolen/lost or used illegally at the time of the transaction;
- A Remittance is carried out using an EPI that is not serviced by the Issuer.

5.2.12. For the purposes of Remittances carried out by Payers using an EPI, the Bank may postpone any Transfer to the Recipient under Remittances performed for a period of up to one hundred and eighty (180) calendar days, during which the Issuer of the EPI may, in accordance with the rules adopted by the PS and the Issuers of the utilized EPI, challenge any executed transaction if the Bank receives from the Recipient, as provided for in Clause 5.3.15 of the Agreement, any documents for processing that were submitted in violation of the terms and conditions of the Agreement. When the specified time period is over, the Bank shall decide either to proceed with the Transfer, or to reject the Transfer in respect of Remittances carried out via the Recipient's E-Store, on the basis of information received from the Issuer. All expenses incurred by the Bank for reimbursement of payments to EPI Issuers shall be borne by the Recipient;

5.2.13. If in respect of any transactions for which a Transfer was made to the Recipient the Bank subsequently faces a claim from the EPI Issuer seeking a refund of the payment (Chargeback Transaction), the Recipient shall be obliged to reimburse the Bank for the amount of such transactions. The Bank has the right to require that the Recipient refund the amounts of such transactions, including in the manner prescribed by Clauses 5.2.8-5.2.11 of the Agreement, within one hundred and twenty (120) days from the date of termination of the Agreement;

5.2.14. To amend, on a unilateral basis, the list of Electronic Payment Instruments used to render services related to Transmissions carried out by Payers in payment for the Recipient's Services rendered on the Internet via the Recipient's E-Store (the Declaration of Accession to the Agreement), in writing and by any available means (by mail with return receipt requested/by e-mail with a notice from the mail server), notifying the Recipient thereof no later than ten (10) business days prior to the entry into force of this amendment;

5.2.15. The Bank may, on a unilateral extrajudicial basis, amend the terms and conditions of the Agreement, notifying the Recipient thereof ten (10) calendar days in advance by posting the relevant information on the Bank's website. The Recipient agrees and acknowledges that any amendments to the Agreement entail the same amendments to the Agreement between the Recipient and the Bank, and that such amendments will take effect simultaneously with the entry into force of the same amendments to the Agreement;

5.2.16. The Bank may, on a unilateral extrajudicial basis, rescind the Agreement without notice to the Recipient if no Remittances are carried out under the Agreement during a period of three (3) months from the date of the last Remittance thereunder.

5.3. **The Recipient shall:**

5.3.1. Pay the Bank Fee for services rendered by the Bank in the amount and according to the procedure set forth in Clause 6 of the Agreement;

5.3.2. Place all the information required for Payers on the website (shop window) of the Recipient, including information regarding the duties and responsibility of the Recipient to the purchasers of goods/services;

5.3.3. Review data on Remittances available in the Personal Account on a daily basis;

5.3.4. Promptly inform the Bank if the Recipient becomes aware of any actual or suspected compromise of any information regarding bank card details and transactions made using those bank cards;

5.3.5. Warrant to the Bank that the Recipient's activities are in compliance with the laws of the Russian Federation, the Rules adopted by EPI Issuers, and the requirements of Payment Systems, including those governing the protection of information from unauthorized access and the storage of information on cardholders, bank card details and transactions using bank cards, and are in no way related to the performance of Prohibited Services. If the event that the Bank detects a violation of these requirements, the Bank shall immediately disconnect the E-Store from the System;

5.3.6. Comply with the Bank's requirements for E-Stores (Annex 1);

5.3.7. Maintain a page on the E-Store website displaying the PSSs' logos, the Bank's logo (in the format specified by the Bank), and full details on the terms of purchase and payment for Services on the E-Store website, including terms of delivery/performance of any purchased Services;

5.3.8. Coordinate the design of the payment pages of the E-Store website with the Bank, including digital versions of advertising labels depicting the logos of payment systems;

5.3.9. Place information on the E-Store website regarding the protection of the confidentiality of the Payers' personal data/EPI details, as well as means of ensuring the security of Remittances in accordance with Annex 1 to the Agreement;

5.3.10. Maintain confidentiality in respect of any information regarding Remittances and Payers' data that has come to the knowledge of the Recipient in the course of the performance of its obligations hereunder. The Recipient is strictly prohibited from taking any voluntary actions not coordinated with the Bank aimed at collecting, storing or transmitting data on the numbers and other details of the Electronic Payment Instruments used by the Payers to pay for Services offered by the Recipient's E-Store;

5.3.11. Independently check the amounts of Transactions for compliance with the current rates and price lists of the Recipient;

5.3.12. Deliver, via its own means, to the Payers all goods and Services which are the subject of Transactions, and settle, via its own means, any of the Payers' claims related thereto, including those arising from noncompliance of a Transaction amount with the current rates and price lists of the Recipient;

5.3.13. Settle, via its own means, all claims of Payers seeking a refund of Remittances received through the use of the System, without involving the Bank in such procedures;

5.3.14. In the event that the Bank makes a Transfer of money not belonging to the Recipient to the Recipient's account by mistake, refund any amount specified in the Bank's written notice to the Bank's account within three (3) business days from the day of receipt of such notice;

5.3.15. Provide, at the request of the Bank, all information in written and/or electronic form on the Remittances and Transfers made as part settlements under the Agreement, as well as information on the

transactions executed through the E-Store of the Recipient, as well as any other information available to the Recipient related to those transactions (hereinafter, the "Documents"), no later than three (3) business days from the day of receipt by the Recipient of such a request from the Bank;

5.3.16. Allow the Bank to obtain information on the volume and types of Services actually rendered by the Recipient to the Payers for each Remittance in the scope required for the Bank to fulfill its obligations under the Agreement and ensure compliance with the requirements of the laws of the Russian Federation;

5.3.17. Provide, at the request of the Bank, all information and documents required for the Bank to comply with the laws of the Russian Federation and the Bank of Russia governing the counteraction of the legalization (laundering) of proceeds from crime and the financing of terrorism no later than three (3) business days from the date of receipt of such a request from the Bank;

5.3.18. Render only those Services that fall within the categories agreed upon under the Agreement (as specified in Annex 2);

5.3.19. Notify the Bank in writing of any changes affecting the performance by the Parties of their obligations under the Agreement, including changes in the information contained in the Declaration of Accession to the Agreement, by sending an e-mail to the following address: sales@rficb.ru, and in writing.

5.4. The Recipient may:

5.4.1. If circumstances arise that fall beyond the control of the Parties or may, in the Recipient's opinion, entail substantial losses for the Recipient, decline the Bank's services under the Agreement for the duration of such circumstances, promptly sending notice thereof to the Bank by the date of such suspension to the following e-mail address: sales@rficb.ru, along with a written notice to the Bank's address;

5.4.2. Obtain information about Remittances and Transfers via the Personal Account.

5.4.3. The Recipient may not transfer, exchange and/or sell information containing the payment details of Electronic Payment Instruments and/or the personal data of clients.

6. TERMS OF PAYMENT

6.1. All settlements between the Bank and the Recipient shall be made in Russian rubles.

6.2. Information regarding Remittances shall be processed in real time.

6.3. The Bank shall Transfer to the Recipient all amounts of Remittances net of the Bank Fee and other sums specified in Clauses 5.2.8-5.2.11. of the Agreement on a daily basis no later than two (2) business days after the day when a Remittance is carried out by a Payer.

6.4. The Recipient shall pay a fee to the Bank in respect of the Services rendered by the Bank pursuant to Clause 2.1 of the Agreement. The amount of the Bank Fee for carrying out Remittances using various Electronic Payment Instruments are defined in the Declaration of Accession to the Agreement or established by the Bank in accordance with Clause 4.3. of the Agreement. The Bank Fee is not subject to VAT in accordance with Subclause 3 of Clause 3, Article 149 of the RF Tax Code.

6.5. The Bank shall withhold the Bank Fee from the amounts of Remittances to be Transferred to the account of the Recipient under Clause 6.3 of the Agreement.

6.6. The day when the Bank's account was debited for an amount shall be deemed the Transfer Date.

6.7. If, through the fault of the Recipient, a Service for which Remittance has already been received from the Payer under the Agreement has not in fact been provided to such Payer, the Recipient undertakes to settle the claims of the Payer using its own means.

6.8. The Recipient shall pay taxes on any amounts attributable to the Bank's Remittances transferred to the account of the Recipient.

6.9. According to the Agreement, the Recipient shall reimburse the Bank for expenses incurred by the Bank, and additional expenses incurred in the performance of obligations under the Agreement, if such expenses have been agreed upon by the Parties in writing or if such expenses are incurred through the fault of the Recipient due to a breach of the terms and conditions of this Agreement; in turn, the Bank shall provide the Recipient with documentary evidence.

6.10. In the event of cancellation of a request for Services (return of goods) the need to return an authorized amount of Remittance to the Bank Card of the Payer (from which payment was made) or to another Electronic Payment Instrument, and provided that such a transaction is provided for by the rules of the Issuer of such Electronic Payment Instrument, the Recipient shall independently cancel authorization by means of a Refund Transaction using the functional features available in the System. If this transaction is successfully authorized, the Bank Fee shall not be refunded.

6.11. In the event that a Void transaction is carried out at the initiative of the Recipient, the Bank Fee shall

not be payable in respect of such transaction.

6.12. In calculating the Bank's remuneration for making Remittances, the cost of Remittances in respect of which information on a Chargeback Transaction was received by the Bank from the relevant Issuer shall not be deducted.

7. MONITORING OF TRANSACTIONS

7.1. In order to identify transactions using Electronic Payment Instruments that seem suspicious as to their legality, and in order to take measures to prevent fraudulent transactions involving Electronic Payment Instruments, the Bank has the right to:

- Monitor (analyze) information contained in Authorization requests to the System submitted by Payers via the Recipient's E-Store;
- monitor (analyze) the schedule of Services (goods) sold via the E-Store store of the Recipient for compliance with the information specified in the Declaration of Accession to the Agreement, as well as the requirements for online shops set forth in Annex 1 to the Agreement.

7.2. The Bank may suspend the Authorization of transactions made by Payers via the E-Store using Electronic Payment Instruments, notifying the Recipient in writing no later than the date of suspension of the Authorization of the transaction, in the following cases:

- When transactions carried out using Electronic Payment Instruments seem suspicious as to their legality at the time they are carried out based on information obtained by the Bank as a result of its monitoring activities;
- In the event of a breach by the Recipient of the requirements for E-Stores as set forth in Annex 1 to the Agreement;
- In the event that the Issuer notifies the Bank (including by email/fax) of the fact that the transactions made via the Recipient's E-Store using Electronic Payment Instruments are fraudulent;
- In the event that the Issuer notifies the Bank (including by email/fax) of the fact that the Recipient's E-Store has exceeded the maximum number of transactions per month/the level of monthly turnover permitted under the rules of the Issuer in respect of transactions that gave rise to claims;
- In order to resume Authorization of EPI-based transactions made via the E-Store of the Recipient, the Bank shall analyze the specified violations and inform the Recipient of its decision in writing (by fax/mail/e-mail). If the Bank issues a positive decision, the Bank shall send notice to the Recipient stating the date when Authorization of EPI-based transactions in the Recipient's E-Store will be resumed. The date for the resumption of Authorization of transactions may not occur later than one hundred and eighty (180) calendar days from the date of the Bank's decision to resume EPI-based Remittances.

7.3. The Bank may send notices provided for by the Agreement to the Recipient by means of the System.

8. RESPONSIBILITIES OF THE PARTIES

8.1. For any failure to perform, or improper performance of, their obligations under the Agreement, the Parties shall be liable in accordance with applicable laws of the Russian Federation.

8.2. The Bank shall not be responsible for any Remittance delays if such delays are due to any failure to perform or undue performance on the part of Recipient of its obligations under the Agreement.

8.3. If through the fault of the Recipient any Remittance carried out by the Bank entails a claim against the Bank from the Payer or another interested or authorized person seeking to defend their violated right, the Bank is entitled to claim damages from the Recipient, in the form of money or property, suffered by the Bank due to recovery of money or property in favor of the Payer.

8.4. A mutual reconciliation of settlement under the Agreement shall be initiated at the written request of any party, no later than five (5) business days from the date of receipt of such request, which shall be sent by registered mail with return receipt requested or by courier.

8.5. For any delays in the performance by the Bank of its obligations set forth in Clause 6.3 of the Agreement, the Bank shall pay the Recipient overdue interest of one tenth of one percent (0.1%) from the amount of the delayed Remittance for each day of delay, but in any event no more than ten percent (10%) of the amount of such delayed Remittance. The Bank shall pay the Recipient the penalty provided for by this Clause within ten (10) business days from the day of receipt by the Bank of a corresponding request in writing. The Recipient shall have the right (but not the obligation) to claim such penalty.

8.6. In the event of a breach by the Recipient of the warranties specified in Clause 5.3.5. of the Agreement,

the Recipient shall indemnify the Bank in full against all losses and/or damages incurred by the Bank in connection with such breach within the time specified in the relevant claim of the Bank.

8.7. The Party at fault for the failure to perform, or improper performance of, its obligations under the Agreement shall reimburse the other Party for all documented actual damages arising therefrom, in accordance with the laws of the Russian Federation.

9. CONFIDENTIALITY

9.1. The Parties undertake not to disclose any information that each Party treats as confidential and that becomes available to the Parties in the course of performance of the Agreement. In this Agreement, confidential information shall mean any information that is not available to the general public, the disclosure of which may result in losses and/or affect the business reputation of any of the Parties, including:

- Information about Transactions, Payers, Transmissions, and the scope of operations;
- Information on the commercial terms of cooperation between the Parties.

9.2. The fact that this Agreement exists, as well as the subject of the Agreement, do not constitute confidential information.

9.3. The Parties undertake not to disclose the information specified in Clause 9.1 of the Agreement to third parties except to the responsible persons of the Parties authorized to receive and transfer such information on behalf of each of the Parties in connection with the performance of obligations under the Agreement.

9.4. The information specified to in Clause 9.1 of the Agreement may be transferred to third parties solely in the manner prescribed by the laws of the Russian Federation.

9.5. In the event of termination of the Agreement, the Parties undertake not to disclose and not to use to their own benefit and/or to the benefit of third parties any of the information referred to in Clause 9.1 of the Agreement for a period of three (3) years from the date of termination of the Agreement.

10. DISPUTE SETTLEMENT

10.1. In the event any dispute arises between the Parties in relation to the performance of the Agreement, the Parties shall make every effort to settle such dispute by negotiation on a mutually acceptable basis.

10.2. Any claims of the Parties in respect of amounts due and the timeframes for such amounts to be paid shall be accepted by the Parties for consideration on the basis of written applications for one hundred and eighty (180) calendar days following the Remittance which caused the controversy.

10.3. In the event that such disputes and controversies cannot be settled by means of negotiations, the Parties shall bring them up for consideration in the Commercial Court of the City of Moscow.

11. LIFE OF THE AGREEMENT

11.1. The Agreement shall enter into force on the date of signing by the Bank and the Recipient of the Declaration of Accession to the Banking Service Agreement and shall continue to operate indefinitely.

11.2. The Agreement may be terminated in the following cases:

- By written agreement of the Parties;
- Through a unilateral extrajudicial procedure initiated at the initiative of either Party with prior written notice to the other Party no less than ten (10) calendar days prior to the intended date of termination. The notice shall be sent by registered mail with return receipt requested to the address specified in the Agreement or in the Declaration of Accession to the Agreement, or by courier. No Payment Orders shall be accepted for Remittances in favor of the Recipient starting as of the date of receipt of a notice of termination of the Agreement by the Bank/Recipient at the address specified in the Agreement.
- Through a unilateral extrajudicial procedure at the initiative of the Bank in accordance with the provisions of Clause 5.2.16 of the Agreement.
- otherwise as stipulated by the Agreement.

11.3. The Parties shall reconcile their settlements and the repayment of monetary liabilities identified as a result of such reconciliation within no more than sixty (60) calendar days from the date of receipt of a notice of termination of the Agreement. However, if the Bank receives claims from the Payment Systems and the Issuers of Electronic Payment Instruments in respect of Remittances carried out under the Agreement with penalties imposed on the Bank as a result of the provision by the Recipient of Services via the E-Store in the System, the payments settlement period may be extended until the said claims are settled in full.

11.4. Monetary liabilities of the Parties, as well as liabilities determining the responsibility of the Parties for a breach of the Agreement, incurred prior to the date of termination of the Agreement shall remain in force until fully discharged.

11.5. The Bank reserves the right to suspend the Agreement if the Recipient is in breach of its provisions until such breach is remedied, notifying the Recipient thereof in writing.

12.FORCE MAJEURE

12.1. The Parties shall be relieved from any liability for the failure to perform their obligations under the Agreement, in full or in part, provided that such failure was caused by force majeure events that arose as a result of extraordinary circumstances that could not have been reasonably foreseen or prevented by the Parties. Such force-majeure events shall include: natural disasters, accidents, floods, earthquakes, epidemics, fires, riots, strikes, revolutions, military actions, the entry into force of legislative acts, government regulations and orders directly or indirectly prohibiting any of the activities specified in the Agreement, circumstances surrounding the failure/malfunction of the settlement system of the Bank of Russia, as well as any other circumstances beyond the reasonable control of the Parties affecting the fulfillment of obligations.

12.2. Should the specified circumstances arise, the time for the performance by the Parties of their obligations under the Agreement shall be extended for the time during which such circumstance continues to exist.

12.3. The Party unable to perform its obligations due to force majeure circumstances shall make every effort to notify the other Party of the commencement of such circumstances by means of a corresponding notice thereof.

12.4. The performance of obligations shall recommence immediately upon cessation of the force majeure circumstances.

13. MISCELLANEOUS

13.1. The Recipient agrees to the Bank making the information contained in the Agreement and the Declaration of Accession to the Agreement available to Issuers.

13.2. With respect to any matters not governed by the Agreement, the Parties shall comply with the applicable laws of the Russian Federation.

13.3. All Annexes to the Agreement shall form an integral part thereof.

13.4. Annexes:

Annex 1: Requirements for E-Stores;

Annex 2: Declaration of Accession to the Banking Service Agreement.