

**APPROVED BY**  
Company General Director  
Order No. 7/p dated 24 March 2016  
with effect from 7 April 2016

**ROBOKASSA Services Agreement**  
(version 3.0)

**Moscow**  
**2016**

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## 1. Terms and definitions

**Authorization** means a procedure for obtaining a permission to be provided by the Issuer through the System to the Payer so that he could take actions necessary to make a Transfer. The Authorization shall be granted by the Issuer provided that the amount of money available at the Payer's Payment Method is sufficient to make the Transfer.

**Statement** means a Reporting Period Completion Statement to the ROBOKASSA Services Agreement in the form attached as Schedule 1 to the Agreement. Under the Agreement, a separate Statement shall be generated for each Online Store.

**System Activation** means steps the Company takes to assign a status to the Payee in the System to enable Transfers to be made to such Payee and to enable the Payee to make other operations under the Agreement. This term shall be used in cases where it is not necessary to specifically indicate the Partial System Activation or Full System Activation.

**Digital Signature** means an equivalent of handwritten signature. The Parties shall acknowledge and use the Certificate of Access as a Digital Signature. The Certificate of Access shall be used in accordance with the Regulation on Information Exchange.

**Agreement** means this ROBOKASSA Services Agreement. The Agreement is published on the System Website.

**Invalid Transfer Debt** means an amount which shall be returned by the Payee to the Company/Settlement Bank as a result of a Transfer made in favor of the Payee being declared an Invalid Transfer, that includes the whole or part of the Invalid Transfer and penalties imposed on the Settlement Bank/Company by or on behalf of the Issuer as a result of the Invalid Transfer having been made in favor of the Payee (the "Penalties"), as well as the whole or part of the default charge payable by the Payee to the Company under the Agreement and/or the whole or part of the amount to be returned by the Payee to OCEAN BANK as a result of a Transfer made in favor of the Payee under the Online Payment Processing Agreement being declared an Invalid Transfer, on the basis of the documents provided by OCEAN BANK to the Company to support that an Invalid Transfer was made in favor of the Payee.

**Illegal Products** means Products 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:

- Products sold or relating to the sale by the Payee of arms, fire and explosion 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 Products prohibited or subject to restriction as to their commercial use under the laws of the Russian Federation;
- Products which, as the Company is aware, the Payee will refuse/has refused to provide after the payment (the Transfer) is made, including the Products in respect of which the Payee refused to present to the Company the documentary support that they were delivered to the Payer after the Transfer was made, and/or the Products in respect of which the Payee failed to notify that they were provided and/or presented unreliable information on the Products sold.

In the event that the Company becomes aware that the Payee offers Illegal Products, the Parties shall take steps as provided by Schedule 5 to the Agreement.

**Request for Transfer Acceptance** means a Communication containing the request to the Payee for acceptance of the Transfer, generated and sent by the Company to the Payee through the System after the Authorization is granted.

**Deed of Adherence** means a document in the form satisfactory to the Company containing the Payee's offer to sign the Agreement and the Payee's details. The Company shall specify its decision on whether to sign the Agreement in the respective fields after it has been reviewed.

**Application for Additional Online Store** means a document drawn up by the Payee in the form satisfactory to the Company containing the Payee's application for an additional Online Store to the System. The Company shall specify its decision on whether to connect an additional Online Store in the respective fields of the Application for Additional Online Store after it has been reviewed.

**Application for Change of Service Plan** means a document drawn up by the Payee in the form satisfactory to the Company containing the Payee's application for change of the existing Service Plan under the Agreement. The Company shall specify its decision on whether to change the Service Plan in the respective fields of the Application for Change of Service Plan after it has been reviewed.

**Application for Transfer Reversal** means a document drawn up by the Payee electronically as required by Schedule 4 to this Agreement, containing the Payee's application (instruction) for the Transfer Reversal.

**Application for Remittance** means a document drawn up and transmitted by the Payee to the Company through its Personal Account, containing the Remittance Parameters. Under the Agreement, the Payee shall draw up a separate Application for Remittance for each Online Store.

**Application for Show Case Option** means a document drawn up by the Payee in the form satisfactory to the Company containing the Payee's application for activating the Show Case Option in the Personal Account. The Company's decision to activate the Show Case Option shall be made known to the Payee by giving notice to its Personal Account or to the email specified in the Deed of Adherence.

**Application for SMS Notification Option** means a document drawn up by the Payee in the form satisfactory to the Company, containing the Payee's application for activating the SMS Notification Option in the Personal Account. The Company's decision to activate the SMS Notification Option shall be made known to the Payee by giving notice to its Personal Account or to the email specified in the Deed of Adherence.

**Online Store** means a software product of the Payee with a unique web address providing online information on the Products offered by the Payee and their price, and enabling the Payee to accept purchase orders from the Payers.

**Company** means Business Element LLC, OGRN 1055009302215, Tax ID 5047063929, with its place of business at 119334, Moscow, Kanatchikovskiy Pr-d, 3, tel: 8(495) 790-52-51, www.robokassa.ru.

**Personal Account** means a special-purpose section on the System Website protected by special encryption technologies, constituting a system (software) of electronic document flow between the Parties, containing the details of the Online Store and enabling the Payee to receive information from the Company on the progress of the Transfers, weekly and monthly registers of successful Transfers, Statements, draw up and transmit to the Company the Applications for Transfer Reversal, Applications for Show Case Option and Application for SMS Notification Option and etc. In exchanging the information and documents through the Personal Account, the Parties shall rely upon the Regulation on Information Exchange attached as Schedule 2 to this Agreement.

**Invalid Transfer** means a Transfer to pay for or sell any Illegal Product and a Transfer made by the Payer in favor of the Payee in breach of the rules set out by the Issuer or a Transfer which has or may become subject to a dispute or controversy under the rules set out by the Issuer and/or a Transfer made in favor of the Payee under the Online Payment Processing Agreement signed with OCEAN BANK, that is declared an Invalid Transfer after termination of the Online Payment Processing Agreement between OCEAN BANK and such Payee and/or after signing this Agreement between the Parties. 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 6 to this Agreement.

**Not-for-Profit Organization** means a legal entity receiving cash from individuals on a free of charge basis and 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 Payee** means a legal entity incorporated (registered) in accordance with the laws of a foreign state specified in the List of Foreign States with its place of business outside the Russian Federation or an individual eligible to carry on the business as a sole proprietor in accordance with the laws of a foreign state specified in the List of Foreign States, who is a citizen (national) of this foreign state and whose permanent place of residence is outside the Russian Federation.

**Transfer Reversal** means efforts 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 Product or the Payee having failed to provide the Product to the Payer for the reasons provided by 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 4 to the Agreement.

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

**Remittance Parameters** means the information, according to which a Transfer is made, that includes the amount of the Remittance, date of the Remittance, name and bank details of the Payee, as well as any other information which may help the Company and the Settlement Bank to identify the Payee in order to make the Remittance to it.

**List of Documents** means a list of documents to be provided by the Payee to the Company when signing the Agreement. The List of Documents is published on the System Website.

**List of Foreign States** means a list of foreign states (countries) of registration of Non-residents with which the Company signs the Agreement. The full List of Foreign States is published on the System Website.

**Remittance** means efforts taken by the Settlement Bank to effect cashless remittance of the money in the currency of the Russian Federation received as a result of the Payer having made a Transfer in favor of the Payee. The Remittance shall be effected in respect of each Online Store.

**Transfer** means efforts taken by the Issuer and the Settlement Bank to effect cashless remittance of the money (electronic money) the Payer has provided through the Payer's Payment Method towards the performance by the Payer of its obligations to the Payee to pay for the Products. A Transfer becomes final and irrevocable once the Company receives the Confirmation of Transfer Acceptance. A Transfer becomes completed once the Settlement Bank effects the Remittance.

**Payer's Personal Data** means any Payer's personal data, including his or her surname, name and (unless otherwise follows from a law or national custom) patronymic, citizenship, date of birth, details of his or her identification document, migration card, document certifying the right of a foreign citizen or stateless person to stay (reside) in the Russian Federation, mobile phone number, as well as any other information which can directly and/or indirectly identify the Payer.

**Payer's Payment Method** means a bank or prepaid card of international payment systems Visa International or MasterCard Worldwide, or any other electronic payment method provided by the Issuer to the Payer and used by the Payer under the terms and conditions of an agreement between them. The List of Payer's Payment Methods is published on the System Website.

**Payer** means an individual who is taking efforts in the System as are necessary to make the Transfer, specifically the one who:

- generates an order for the Products on the website of the Online Store;
- selects ROBOKASSA as a payment method;
- selects the Payer's Payment Method;
- has signed the agreement with the Company on the terms and conditions of Business Element LLC's Public Offer for ROBOKASSA Information Exchange and Technological Cooperation Services.

**Confirmation of Transfer Acceptance** means a Communication containing the confirmation that the Transfer has been accepted, generated and sent by the Payee to the Company in response to the Request for Transfer Acceptance through the System. Once the Company has received the Confirmation of Transfer Acceptance, the Payee shall be deemed accepted from the Payer the payment for the Products, in respect of which the Transfer was made.

**Full System Activation** means a type of System Activation enabling the Payee to receive the Remittance and take any other operations under the Agreement.

**Payee** means a legal entity, individual registered as a sole proprietor, Not-for-profit Organization or lending institution, including non-bank lending institution, Resident or Non-resident offering the Services online in the currency of the Russian Federation.

**Instruction** means an electronic document drawn up and transmitted by the Payer to the Company through the System as required by Business Element LLC's Public Offer for ROBOKASSA Information Exchange and Technological Cooperation Services or an electronic document drawn up and transmitted by the Company to the Issuer and the Settlement Bank on the basis of respective instruction (order) from the Payer, which is the basis for making the Transfer in favor of the Payee

**Settlement Bank** means a lending institution (a non-banking lending institution), acting as a money transfer operator the Company has engaged under an agreement for the purpose to make Transfer Settlements. The List of Settlement Banks is published on the System Website.

**System Registration** means steps the Payee takes on the System Website to register in the Personal Account and to provide the Company with the source information about the Payee, Online Store, offered Products and etc., in order to sign the Agreement and be granted access to the Personal Account. The terms and conditions of System Registration are published on the System Website. The Company may deny System Registration to any Payee without giving a reason.

**Regulation on Information Exchange** means Regulation on Electronic Document Exchange attached as Schedule 2 to the Agreement, which is an integral part of the Agreement.

**Resident** means a Payee incorporated in accordance with the laws of the Russian Federation or registered in the Russian Federation.

**System Website** means the following website: [www.robokassa.ru](http://www.robokassa.ru).

**ROBOKASA System (the System)** means software and hardware enabling the information exchange and technical cooperation between the Settlement Participants when making online Transfers to pay for the Products offered by the Payees.

**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 set out in the Regulation on Information Exchange.

**Parties** means the Company and the Payee where used jointly.

**Virtual Account** means a virtual account in the Personal Account to account for the amounts of Transfers that are subject to Remittance in favor of the Payee, opened in the Company's analytical system and which is not a Client's bank account.

**Tariffs** means the amounts of the fees specified in Schedule 3 to this Agreement that are payable by the Payee to the Company as provided by this Agreement.

**Service Plan** means the Company's fees for the Services provided to the Company that are fixed for the Payee in accordance with the terms of applicability set out by the Tariffs.

**Products** means goods (works or services or intellectual property) offered by the Payee to the Payers through the Online Store on the terms and conditions provided by the agreements between them, including the activities of a Not-for-profit Organization relating to the acceptance of free-of-charge donations from individuals, as well as services provided by the Payee, being a lending institution (non-bank lending institution), for the purpose to further make the Transfer to the ultimate recipient specified in the Instruction.

**REFUND Option** means a service which ensures the information exchange and technological interaction between the Payee and the Issuer, enabling the Payee to draw up and transmit the Application for Transfer Reversal to the Company through the Personal Account in online mode to make the Transfer Reversal to the Payer's Payment Method. The Payee shall pay a fee to the Company in accordance with the Tariffs for the information exchange and technological interaction between the Payee and the Company when making the Transfer Reversal using the REFUND Option. REFUND Option is available to the Payee, provided only that the amount of the Remittance is sufficient to make the Transfer Reversal that is calculated as of the date of receipt of the Application for Transfer Reversal. The Company will provide the REFUND Option, provided that there is technical capability and the amount of the Remittance is sufficient to make the Transfer Reversal.

**SMS Notification Option** means a service, enabling the Payee to receive text messages (SMS) at the Payee's mobile phone containing the notice of the results of the Transfer in favor of the Payee and/or text messages (SMS) being sent to the Payer's mobile phone (with the Payer's consent) through its Personal Account to notify the Payer of whether or not the Transfer made by the Payer to the Payee to pay for the Products is accepted. The Payee shall not send more than 3 text messages (SMS) to the Payer's mobile phone in respect of one and the same Transfer. The Company will provide the SMS Notification Option, provided that there is technical capability and the amount of the Remittance is sufficient to cover the Bank's fee for the Services provided to the Company that is calculated as at the date of using the SMS Notification Option.

**Show Case Option** means a service which ensures the information exchange and technological interaction between the Payee and the Payer, enabling the Payee to publish information on the Products offered by it on the websites through its Personal Account. The list of websites on which it can publish the information on the offered Products is published in the Personal Account. The Payee shall pay a fee to the Company in accordance with the Tariffs for information exchange and technological interaction between the Payee and the Payer in respect of a Transfer made to pay for a Product, the information about which was published by the Payee using the Show Case Option.

**Company's Services** means services of information exchange and technological interaction between the Settlement Participants when making Transfers, including efforts to effect information exchange and technological interaction between the Payee and the Company when transmitting, receiving and processing Communications, and to transmit payment instructions to the Settlement Bank to make a Remittance, rendered by the Company to the Payee through the System on the terms and conditions set out in the Agreement.

**Settlement Participants** means the Issuer, the Payer, the Payee and the Settlement Bank where used jointly.

**Partial System Activation** means a type of System Activation which enables the Payers to make Transfers to the Payee. The amount of the Transfer shall be included in the Remittance only in case of Full System Activation.

**Issuer** means a legal entity or a lending institution (non-bank lending institution), including the Settlement Bank, which has provided the Payer with the Payer's Payment Method on the terms and conditions of an agreement between them.

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

- 2.1. This Agreement is an official (public) offer of the Company to the Payees to adhere to or enter into the Agreement on the terms and conditions specified in this Agreement and the Deed of Adherence. It also sets out the manner and the terms of adherence to this Agreement by the Payees, as well as the rights and obligations of the Parties arising out of or in connection with this Agreement.
- 2.2. Under Article 428 of the Russian Civil Code, the Agreement between the Parties shall be entered into by way of adherence to the Agreement by the Payee in general. The Agreement shall be deemed executed on the date when the Company accepts the offer of the Payee to enter into the Agreement as described in the Deed of Adherence (the "Date of the Agreement"). The Company shall be deemed accepted the Payee's offer to sign the Agreement when the Company effects the System Activation. The Deed of Adherence shall be executed in 2 (two) copies signed and sealed by or on behalf of the Payee and shall be provided by the Payee to the Company on paper. The Deed of Adherence marked as accepted by the Company shall be the sole evidence of execution of the Agreement. One copy of the Deed of Adherence marked as accepted by the Company shall be returned to the Payee and the second copy shall be retained by the Company.
- 2.3. The Agreement with a Payee which previously signed the Online Payment Processing Agreement with OCEAN BANK shall be executed on the basis of a notice drawn up and given to the Payee through the Personal Account. If this is the case, the Date of the Agreement shall be the date following the date of termination of the Online Payment Processing Agreement between OCEAN BANK and the Payee and/or the date of the first Transfer to the Payee following the date of termination of the Online Payment Processing Agreement between OCEAN BANK and the Payee (the "Date of the Agreement"). The Company shall make the Payee aware of the Date of the Agreement through the Personal Account. The Payee shall, within 14 (fourteen) calendar days of the Date of the Agreement, draw up and send the Deed of Adherence to the Company in 2 (two) paper copies signed and sealed by or on behalf of the Payee. The Deed of Adherence marked as accepted by the Company shall be the sole evidence of execution of the Agreement. One copy of the Deed of Adherence marked as accepted by the Company shall be returned to the Payee and the second copy shall be retained by the Company.
- 2.4. The Company shall sign the Agreement with a Non-resident provided that such Payee provides its bank details which are suitable for making payments under the Agreement in the currency of the Russian Federation.
- 2.5. From the Date of the Agreement between the Parties:
  - 2.5.1. The Company shall render the Company's Services to the Payee intended to ensure the information exchange and technological interaction between the Settlement Participants in order for the Payers to make Transfers to pay for the Products and render other services to the Payee on the terms and conditions of this Agreement;
  - 2.5.2. The Payee shall pay the fees to the Company as provided by the Tariffs for the Company's Services and other services rendered by the Company to the Payee under this Agreement.
- 2.6. Under Article 450(1) of the Russian Civil Code, the Parties have agreed that the Company may amend this Agreement from time to time. Any amendment made by the Company to the Agreement shall become binding on the Parties 14 (fourteen) calendar days from the date the new version of the Agreement is published on the System Website. The history of amendments and supplements made to the Agreement is presented in Schedule 7 to this Agreement.

## **3. General Provisions**

- 3.1. The basis for provision of the Company's Services to the Payee shall be the Instruction drawn up and given by the Payer to the Company through the System. The Company shall provide the Company's Services to the Payee, provided that the Issuer has granted the Authorization. A Company's Service shall be deemed provided to the Payee once the Payee has send the Confirmation of Transfer Acceptance.
- 3.2. For the purposes of this Agreement, the Parties shall exchange information and electronic documents in online mode, specifically the Company shall send the Request for Transfer Acceptance to the Payee, and the Payee shall give the Communication to the Company containing the results of acceptance and processing of the Request for Transfer Acceptance. The information and electronic documents shall be exchanged between the Parties through the System automatically by way of information exchange and technological interaction between the Parties as provided by the Regulation on Information Exchange.
- 3.3. Once the Company has effected the System Activation and connected an Online Store to the System, the Parties become able to exchange Communications and other electronic documents as provided by the Agreement.
- 3.4. For the purposes of the System Activation and connection of an Online Store to the System, the Payee shall, before it signs the Agreement, in reliance on the instructions published on the System Website, take steps to make Registration in the Personal Account and all necessary settings for its Online Store.
- 3.5. The technical readiness of the Payee for Full System Activation 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 (the "Technical Readiness Report"). The Technical Readiness Report shall be executed by the Payee in 2 (two) copies signed and sealed by or on behalf of the Payee and shall be provided by the Payee to the Company on paper. The Technical Readiness Report marked by the Company as having been subject to the Full System

Activation shall be the only document confirming that the Full System Activation was effected. One copy of the Technical Readiness Report marked by the Company as having been subject to (or having been denied) the Full System Activation shall be returned to the Payee and the second copy of the Technical Readiness Report shall be retained by the Company.

Before the Technical Readiness Report is signed and sent by the Payee to the Company, the Company may effect the Partial System Activation in respect of the a Resident Payee which is:

- a legal entity, except a lending institution (or a non-banking lending institution), or an individual registered as a sole proprietor who receives funds from the Payer as payment for goods, works or services or distribution of intellectual property; or
- a Not-for-Profit Organization; or
- a governmental or local authority, budgetary institution receiving funds from the Payer for the functions it performs under the laws of the Russian Federation.

The Company's marks of Partial System Activation shall be made in the respective fields of the Deed of Adherence and shall be made known to the Payee through its Personal Account.

- 3.6. The Parties acknowledge and agree that all Communications and other documents provided electronically and signed by the Digital Signature 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 Transfers for at least 5 (five) years from the expiry of the Agreement and shall provide to each other copies of such electronic documents upon request.
- 3.8. All payments under this Agreement shall be made in the currency of the Russian Federation.

#### **4. Parties' Rights and Obligations**

##### **4.1. The Company shall:**

- 4.1.1. provide the Company's Services and other services to the Payee on the terms and conditions of this Agreement, including to perform its obligations under the Agreement to effect a Transfer, to sign contracts with Issuers/Settlement Banks so that to effect a Transfer to the Payee and make other settlements with the Payee as provided by Section 7 of the Agreement.
- 4.1.2. grant the Payee 24/7 access to the System for the purposes of Registration in the Personal Account and subsequent use of the Personal Account on the terms and conditions of the Agreement.
- 4.1.3. within 3 (three) business days from the date of Registration in the Personal Account or of receipt of the Application for Additional Online Store from the Payee, send a request to the Issuer to consider connection of an Online Store to the System.
- 4.1.4. within 2 (two) business days of receipt of the Issuer's consent to connect an Online Store to the System, ensure that:
  - 4.1.4.1. System Activation is effected as provided by Clause 3.5 of the Agreement and that the System operates on a 24/7 basis for the purposes to accept and implement Instructions and to exchange Communications and other documents with the Payee in accordance with the Regulation on Information Exchange;
  - 4.1.4.2. connect an Online Store to the System and give notice to the Payee's email specified in the Deed of Adherence and/or to the Personal Account. In the event that the Issuer denies connection of an Online Store, that Online Store shall not be connected to the System, to which effect the Company shall give notice to the Payee's email specified in the Deed of Adherence and/or to the Personal Account.
- 4.1.5. accept Instructions in online mode and send Requests for Transfer Acceptance to the Payee upon receipt of successful Authorization from the Issuer.
- 4.1.6. deny an Instruction and not send a Request for Transfer Acceptance to the Payee, if the Issuer denies Authorization and/or no Confirmation of Transfer Acceptance is received from the Payee.
- 4.1.7. make the Transfer Reversal on the terms and conditions of Schedule 5 to this Agreement.
- 4.1.8. provide an opportunity to the Payee to use the Show Case Option / SMS Notification Option not later than 3 (three) business days from the date when the Company is expected to review the Application for Show Case Option / Application for SMS Notification Option.
- 4.1.9. deactivate the Show Case Option and/or SMS Notification Option in the Personal Account within 5 (five) business days of receipt of respective application from the Payee given in accordance with Clause 4.4.6 of the Agreement.
- 4.1.10. comply with any other requirements and obligations set out in the Agreement.

##### **4.2. The Company may:**

- 4.2.1. deny provision of the Company's Services to the Payee, specifically: not accept or implement Instructions and/or send a request to the Settlement Bank to suspend a Remittance to the Payee in the event that:
  - 4.2.1.1. such Payee fails to perform or improperly performs its obligations under the Agreement, until it duly performs its obligations in full;
  - 4.2.1.2. the Payee fails to provide the Confirmation of Transfer Completion;
  - 4.2.1.3. the Company becomes aware that the Payee sells Products that have been or can be deemed as Illegal Products;
  - 4.2.1.4. at least one Transfer made in favor of the Payee is declared an Invalid Transfer;
  - 4.2.1.5. the Company becomes aware that the Payee owes any debt to OCEAN BANK under the Online Payment Processing Agreement previously signed between such Payee and OCEAN BANK;

- 4.2.1.6. in any other cases as it may deem appropriate
- In the instances contemplated by Clause 4.2.1 of the Agreement, the Company shall give 2 (two) business day notice of its decision to the email specified in the Deed of Adherence and/or to the Personal Account.
- 4.2.2. temporarily suspend the SMS Notification Option, if the amount of a Remittance is insufficient to cover the Company's fee for the Company's Services that is calculated as at the date of using the SMS Notification Option as provided by Section 6 of the Agreement or otherwise as the Company may deem necessary.
- 4.2.3. deny the System Activation and/or connection of an Online Store and/or fix/change a Service Plan and/or activate the Show Case Option and/or SMS Notification Option. The Company shall mark its denial to connect an Online Store and/or fix/change a Service Plan in the respective fields of the Deed of Adherence and/or Technical Readiness Report / Application for Additional Online Store / Application for Change of Service Plan. The Company's decision to deny activation of the Show Case Option and/or SMS Notification Option shall be made known to the Payee by giving notice to the email specified in the Deed of Adherence and/or to the Personal Account.
- 4.2.4. unilaterally fix or change the Service Plan for the Payee according to the terms of applicability provided by the Tariffs.
- 4.2.5. set the limits (daily, monthly and etc.) on Transfers and Remittances, and change any previously set limits.
- 4.2.6. transfer the right to perform its obligations under this Agreement to any third party under an agreement with it while remaining fully liable to the Payee for any third party's actions (omissions) and for the performance of its obligations under the Agreement with the Payee.
- 4.2.7. unilaterally categorize the Products offered by the Payee and depending on such category place the information on such Products in respective sections of the System Website.
- 4.2.8. deny the signing of the Agreement with a Non-resident incorporated (registered) in a foreign state which is not specified in the List of Foreign States.
- 4.3. The Payee shall:**
- 4.3.1. pay the fees to the Company according to the Tariffs as provided by Section 6 of this Agreement.
- 4.3.2. accept and process Requests for Transfer Acceptance and send Communications to the Company containing Confirmation of Transfer Acceptance or denial to accept a Transfer.
- 4.3.3. make the Products, in respect of which the Payee has sent a Confirmation of Transfer Acceptance, available to the Payers in the manner and in the quantity provided by the respective agreement signed between the Payer and the Payee.
- 4.3.4. agree the Statement with the Company as provided by Section 7 of this Agreement.
- 4.3.5. place the System logo on the Online Store website and respective hyperlink to the System Website specifying the terms of the Transfers through the System, to which terms the Payer should have access immediately before drawing up the Instruction, and, at the request of the Issuer, the Issuer's logo.
- 4.3.6. not allow offering of Illegal Products and guarantee to the Company that the Resident Payee operates in accordance with the laws of the Russian Federation or that Non-resident Payee operates in accordance with the laws of the state of its incorporation (registration) and does not offer any Illegal Products. In the event that it becomes known to the Company that the Payee is in breach of the above requirements, the Company shall immediately disconnect the Online Store from the System.
- 4.3.7. assume the risks that a Transfer, being or having been made to the Payee, has been or can be declared an Invalid Transfer and recover to the Company/Settlement Bank the whole or part of the amount of the Invalid Transfer and any losses resulting from such Invalid Transfer as provided by Section 5 of the Agreement. Even if the Payee compensates to the Company the whole or part of the amount of the Invalid Transfer and any losses, it shall not be released from its obligations under this Agreement.
- 4.3.8. compensate to OCEAN BANK any debt the Payee may owe to OCEAN BANK under the Online Payment Processing Agreement as contemplated by Section 7 of the Agreement.
- 4.3.9. make the Transfer Reversal in accordance with Schedule 5 to this Agreement.
- 4.3.10. not use the Show Case Option to place the information on any Illegal Products on any websites.
- 4.3.11. use SMS Notification Option to circulate SMS among Payers to notify them of whether or not the Transfer is accepted, provided that they gave their consent to receive such text messages from the Payee.
- 4.3.12. if the Settlement Bank by error or otherwise pays an amount to the Payee's bank account that is not payable to the Payee, return this amount to the Settlement Bank within 3 (three) business days of receipt of written notice from the Settlement Bank/Company of the erroneous transaction.
- 4.3.13. provide to the Company the documents (information) specified in the List of Documents within 20 (twenty) calendar days of receipt of respective request from the Company as may be necessary to update the information about the Payee that was provided earlier and is contained in the Payee's file in accordance with the laws of the Russian Federation.
- 4.3.14. ensure that the Company is granted access to the information on the quantities and types of the Products actually sold by the Payee to the Payers in respect of each effected Transfer, and the information on operations of the Not-for-profit Organization in the scope necessary to the Company to perform its obligations under the Agreement and in accordance with the laws of the Russian Federation.
- 4.3.15. present to the Company, at its request, any information and documents as may be necessary to the Company 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 the Company.

4.3.16. comply with any other requirements and obligations set out in the Agreement.

**4.4. The Payee may:**

4.4.1. request the Company to change the Remittance Parameters by drawing up and sending to the Company the Application for Remittance through its Personal Account.

4.4.2. request the Company to connect an additional Online Store by sending to the Company 2 (two) paper copies of the Application for Additional Online Store signed and sealed by or on behalf of the Payee.

4.4.3. request the Company to change the existing Service Plan by sending to the Company 2 (two) paper copies of the Application for Change of Service Plan signed and sealed by or on behalf of the Payee subject to the terms of applicability specified in the Tariffs.

4.4.4. request the Company to activate the Show Case Option in the Personal Account by drawing up and sending to the Company the Application for Show Case Option through the Personal Account.

4.4.5. request the Company to activate the SMS Notification Option in the Personal Account by drawing up and sending to the Company the Application for SMS Notification Option through the Personal Account.

4.4.6. refuse from the Show Case Option and/or SMS Notification Option by sending respective application to the Company through the Personal Account.

**4.5. Each Party shall:**

4.5.1. present to the other, at its request, copies of the Statements signed by an authorized representative of the Party within 10 (ten) business days 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 the Transfers and Remittances 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 8 of this Agreement.

**4.6. Each Party may:**

4.6.1. request from the other Party any information on the Company's Services, Transfers and Remittances under 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:

- the Company becomes aware that the Payee sells any Illegal Products. In this case, the Parties shall cooperate as provided by Schedule 5 to this Agreement;
- the Company receives documents from the Issuer or any third party representing the Issuer that prove that the Payer/Payee is in breach of the rules set out by the Issuer. In this case, the Parties shall cooperate as provided by Schedule 6 to this Agreement.

5.2. If it becomes known that an Invalid Transfer was made in favor of the Payee, the Payer shall compensate to the Settlement Bank/Company the Invalid Transfer Debt on the basis of the documents provided by the Company to support that the expenses actually incurred by the Company/that the Invalid Transfer actually took place.

5.3. If the Company becomes aware that the Payee owes an Invalid Transfer Debt to OCEAN BANK under the Online Payment Processing Agreement previously paid between the Payee and OCEAN BANK, the Payee shall compensate to OCEAN BANK such Invalid Transfer Debt on the basis of the documents provided by the Company to support that that the expenses actually incurred by OCEAN BANK/that the Invalid Transfer actually took place.

5.4. The Payee shall compensate the whole or part of the Invalid Transfer Debt by the Settlement Bank offsetting the Remittance against the whole or part of the Invalid Transfer Debt as contemplated by Section 7 of the Agreement. The whole or part of the Invalid Transfer made with the use of the Payer's Payment Method provided by the Issuer to the Payer in a foreign currency shall be compensated in the amount equivalent to the Invalid Transfer debited from the Payer's Payment Method in this foreign currency at the date of such Invalid Transfer that shall be calculated at the exchange rate of the Bank of Russia established at the date the Payee compensates such whole or part of the Invalid Transfer to the Company.

5.5. The Company shall, within 2 (two) business days from the date of offsetting the whole or part of the Remittance against the Invalid Transfer Debt (or a part of the Invalid Transfer Debt if the Remittance is insufficient to offset the whole Invalid Transfer Debt) give to the Payee respective notice to the email specified in the Deed of Adherence and subsequently supply paper notice attaching the documents in support of the Invalid Transfer in favor of the Payee.

## 6. Company's Fee

- 6.1. The Payee shall pay the fee to the Company in accordance with the Service Plan that is calculated in the manner provided by Tariffs for the Company's Services to ensure information exchange and technological interaction between the Payee and the Company when making a Transfer.
- 6.2. The Payee shall pay the fee to the Company in accordance with Tariffs for the Company's Services to ensure information exchange and technological interaction between the Payee and the Settlement Bank when making a Transfer.
- 6.3. The Payee shall pay the fee to the Company in accordance with the Tariffs for the Company's Services to ensure information exchange and technological interaction between the Company and the Payee when making a Transfer Reversal, as well as for activating and using by the Payee of the Show Case Option and SMS Notification Option.
- 6.4. The fees paid to the Company by the Payee within the Reporting Period shall be documented in the Statement signed by the Parties as provided by Section 8 of the Agreement.
- 6.5. The fee shall be paid under a procedure set out in Section 7 of the Agreement.

## 7. Payment

- 7.1. For the purposes of making the Remittances and other settlements between the Parties as provided by the Agreement, the Company shall engage a Settlement Bank under a contract. All settlements between the Parties arising out of or in connection with the Agreement shall be made by the Settlement Bank in compliance with the Agreement and the laws of the Russian Federation.
- 7.2. Each Remittance shall be made in favor of the Payee, in case of Full System Activation, on the basis of the information and details the Company has provided to the Settlement Bank in accordance with the Remittance Parameters fixed as of the Date of the Agreement. In this case, the Remittance shall be made according to the bank details of the Payee specified in the Deed of Adherence within than 3 (three) business days of the date of making the Transfer. The minimum amount of the Remittance shall be RUB 10,000 (ten thousand Russian Roubles).
- 7.3. The Payee may request to change the Remittance Parameters fixed under Clause 7.2 of the Agreement by sending the Application for Remittance to the Company through the Personal Account. The Application for Remittance may be drawn up by the Payee starting from 00:00:00 Moscow time of the calendar day following the day of the Transfer. In that case, the Remittance shall be made according to the Remittance Parameters specified in the Application for Remittance within 3 (three) business days of receipt of the Application for Remittance from the Payee (unless the Payee specifies other time period in the Application for Remittance).
- 7.4. The date of the Remittance shall be:
  - 7.4.1. the date when the amount of the Remittance is debited from the Settlement Bank's correspondence account, if the Payee's bank account is opened with other lending institution;
  - 7.4.2. the date when the amount of the Remittance is credited to the Payee's bank account, if the Payer's bank account is opened with the Settlement Bank.
- 7.5. The Company shall, if it is technically possible, on the date of the Remittance made by the Settlement Bank, give notice to the Payee of making the Remittance to its Personal Account.
- 7.6. The Payee shall perform its monetary obligations to the Company/Settlement Bank provided by the Agreement (the "Payee's Monetary Obligations") by offsetting same-kind (monetary) obligations of the Parties provided by the Agreement as follows:
  - 7.6.1.1. Under the Agreement and the contract signed between the Company and the Settlement Bank, the Settlement Bank incurs a monetary obligation to the Payee in the amount of the Remittance. The Payee incurs a monetary counter obligation to the Company/Settlement Bank. The original and counter obligations are the monetary obligations of the same kind that can be discharged by way of an offset.
  - 7.6.1.2. Where the Payee owes the monetary obligations to the Settlement Bank/Company, the Company shall calculate the amount of the Payee's monetary obligation to the Company/Settlement Bank (on the basis of the details provided by the Settlement Bank) and unilaterally offset these same-kind monetary obligations owed by the Payee to the Company/Settlement Bank against the Remittance. In this case, the Remittance shall reduce by the Payee's monetary obligation to the Company/Settlement Bank as follows:
    - on a first priority basis, the fee for the Company's Services to ensure information exchange and technological interaction between the Payee and the Company when making a Transfer;
    - on a second priority basis, the fee for the Company's Services to ensure information exchange and technological interaction between the Payee and the Company when making a Transfer made to pay for a Product, the information about which was published by the Payee using the Show Case Option;
    - on a third priority basis, the whole or part of an Invalid Transfer/Penalties recoverable to the Company/Settlement Bank by the Payee under Clause 5.2 of the Agreement;
    - on a fourth priority basis, the whole or part of the debt owed by the Payee to OCEAN BANK under the Online Payment Processing Agreement, including the whole or part of the Invalid Transfer Debt to be compensated by the Payee to OCEAN BANK under Clause 5.3 of the Agreement;
    - on a fifth priority basis, the fee for the Company's Services to ensure information exchange and technological interaction between the Payee and the Company when making a Transfer Reversal;
    - on a sixth priority basis, the Transfer Reversal;

- on a seventh priority basis, the fee for activating and using the Show Case Option;
- on an eighth priority basis, the fee for activating and using the SMS Notification Option;
- on a ninth priority basis, the amount credited to the Payee by the Settlement Bank by error and refundable to the Settlement Bank under Clause 4.3.11 of the Agreement;
- on a tenth priority basis, the default charges and penalties provided by Clauses 9.8 and 9.10 of the Agreement;
- on an eleventh priority basis, the fee for the Company's Services to ensure information exchange and technological interaction between the Payee and the Settlement Bank when making a Remittance.

The Company may change this order of priority at any time without prior notice to the Payee.

Hereby, the Payee, in order to perform its obligations to the Company and OCEAN BANK under the Agreement, instructs the Company to offset the Remittance against the debt owed by the Payee to OCEAN BANK under the Online Payment Processing Agreement on the basis of the documents provided by the Company to support that the Payee owes such debt, and to transmit information and data on the effected offset to the Settlement Bank for the purposes of further settlements with OCEAN BANK in respect of the Payee's obligations to OCEAN BANK. The date of discharge by the Payee of its obligations to OCEAN BANK shall be the date of offset conducted by the Company.

- 7.7. The Payee hereby agrees that the monetary obligations of the same kind shall be offset by the Company unilaterally and, as a result, the Company's/Settlement Bank's obligation to make the Remittance shall be partially discharged against the Payee's monetary obligations to the Company/Settlement Bank, and the Bank's obligations to make the Remittance to the Payee 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 the Company and the Settlement Bank.
- 7.8. If the Remittance is insufficient to be offset against the Payee's monetary obligations in full, the Company shall, within 3 (three) business days, send to the Payee to its email specified in the Deed of Adherence a 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 the Company. The request to repay the funds by the Payee to discharge its obligations shall be reviewed and performed by the Payee within 3 (three) business days of receipt of the paper request by the Payee.

## **8. Reporting**

- 8.1. The Company shall, not later than 5 (five) business days from the expiry of the Reporting Period, draw up the Statement separately for each Online Store connected to the System and place it in the Personal Account.
- 8.2. The Payee shall, not later than 5 (five) business days from the date the Company has placed the Statement in the Personal Account, reconcile the details specified in the Statement. In case of disagreement with the details specified by the Company in the Statement, the Payee shall, within the time period specified in this clause of the Agreement, contact the Company through its Personal Account or by email to [robokassa@robokassa.ru](mailto:robokassa@robokassa.ru) to make the reconciliation.
- 8.3. The Company shall, within 5 (five) business days of receipt of the request from the Payee, reconcile the discrepancies identified by the Payee, and:
- 8.3.1. if upon the reconciliation it is acknowledged that the discrepancies identified by the Payee are in place, the Company shall, within the time period specified in this clause of the Agreement, place the correct version of the Statement in the Personal Account. The details specified in the Statement shall be re-reconciled by the Payee in the manner and within the time periods provided by Clause 8.2 of the Agreement;
- 8.3.2. if upon the reconciliation the discrepancies identified by the Payee are denied, the Company shall, within the time period specified in this clause of the Agreement, give respective notice to the Payee to the email specified in the Deed of Adherence.

In case of failure by the Payee to give its reasoned objections to the Company in respect of the Statement within the time period specified in Clause 7.2 of this Agreement, the Parties shall deem the Payee to have given its consent to the details the Company specified in the Statement.

- 8.4. The Parties acknowledge and agree that the placement of the Statement in the Personal Account by the Company and acknowledgement of the details specified in the Statement by the Payee as provided by Clauses 8.2 and 8.3 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.
- 8.5. If necessary, the Payee may, not later than 5 (five) business days from the date the Company places the Statement in the Personal Account, sign and send to the Company 2 (two) Statements on paper signed and sealed by or on behalf of the Payee.
- 8.6. The Company shall, within 10 (ten) business days from the date of receipt of the Statement on paper from the Payee, sign and return 1 (one) copy of the Statement signed by the Parties to the Payee and retain the second copy of the signed Statement.

## **9. Liability**

- 9.1. 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.
- 9.2. The Company 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 Payee.

- 9.3. The Company shall not be liable under any disputes or discrepancies arising between the Payee and the Payer in respect of payment for the Products or remittance to a Not-for-profit Organization on a free-of-charge basis, or for using the SMS Notification Option for circulating any advertising text messages to Payers who did not give their written consent to the Payee to receive such information, as well as in any cases when such disputes or discrepancies do not relate to the subject matter of this Agreement.
- 9.4. The Payee shall be responsible for timely provision to the Company of up-to-date bank details to make the Remittance. In case of failure by the Payee to perform this obligation, the Payee may not make any claims against the Company/Settlement Bank for failure or delay in making the Remittance.
- 9.5. The Company may demand the Payee to compensate any losses the Company may have incurred as a result of the funds or any other property having been recovered in favor of the Payer, if, through the fault of the Payee, a Transfer and/or a text message sent by the Payee to the Payer using the SMS Notification Option becomes a reason for the Payer to make a claim to the Company to protect his violated right.
- 9.6. The Payee shall be fully liable to the Company for actions of any persons who have access to the Personal Account and the Online Store in respect of the Transfers made through the Payer's Payment Methods in breach of this Agreement or instructions, or for any actions intended against the Payers.
- 9.7. In case of a delay by the Settlement Bank in performing its obligation to make the Remittances provided by Clauses 7.1 and 7.2 of the Agreement, the Company shall pay to the Payee the default interest of 0.1% (zero point one percent) from the outstanding Remittance for each day of delay, but not more than 10% (ten percent) of the outstanding Remittance. The Company 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 default interest.
- 9.8. In case of a delay by the Payee in performing its monetary obligations under Clauses 4.3.12 and 7.8 of the Agreement, the Payee shall pay to the Company a penalty of 0.1% (zero point one percent) of the outstanding obligation payable to the Company for each day of delay. The Payee shall pay the penalty to the Company as provided by this clause of the Agreement within 3 (three) business days of receipt by the Payee of respective demand in writing from the Company. The Company may, but is not obliged to, make the demand to pay the penalty.
- 9.9. If the Payee is in breach of any of its obligations under Clause 4.3.3 of this Agreement, which is as follows:
- the Company receives 2 (two) and more requests (documents) from Issuers and/or Payers and/or third parties representing Issuers or Payers stating that Invalid Transfers were made to the Payee for Illegal Products the Payee offers (the "Request"), and/or
  - the Payee stops offering its Products and/or fully terminates its operations while the Company has received at least one Request,
- the Company may request the Payee to pay a fine of EUR 1000 (one thousand Euro) per each Request the Company may have received, within 180 (one hundred eighty) calendar days of the date of its receipt by the Company, but no more than the amount of Remittance. The Payee shall pay the fine in Russian Roubles at the exchange rate of the Bank of Russia established at the date of payment as provided by Clauses 5.4 of the Agreement.
- 9.10. The Company may demand the Payee to pay a fine of EUR 100 (one hundred Euro) for each Invalid Transfer made to the Payee, in respect of which the Payee refused to present documents to support that the Product was made available to the Payer.
- 9.11. The Company shall receive the consent required by legal regulations from each Payer, whose Personal Data are processed by the Payee, and the Payee 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 for enforcement purposes. 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.

## **10. Confidentiality**

- 10.1. 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 (the "Confidential Information"). 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:
- Payer's Personal Data, Company's Services, Transfers and volumes of transactions;
  - any information on the pricing policy of the Parties.
- 10.2. The signing and the subject matter of this Agreement shall not be Confidential Information.
- 10.3. The Parties shall not disclose any Confidential Information 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.
- 10.4. The Confidential Information may be disclosed to a third party only if so is required by the laws of the Russian Federation.
- 10.5. If this Agreement is terminated, the Parties shall not disclose or use in their own and/or third party's interests the Confidential Information within 1 (one) year from the date of termination of the Agreement.
- 10.6. The Parties shall process 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 for enforcement

purposes.

In any case, 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.

- 10.7. The Company shall, provided that the Payer has given his consent to process his Personal Data, transfer to the Payee, and the Payee 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:
  - 10.7.1. the Payee receives a notice from the Company of the need to stop processing of the Payers' Personal Data;
  - 10.7.2. the Parties achieve the goal of processing of the Payers' Personal Data or it is no longer necessary to achieve such goal.
- 10.8. The Payee shall block, clarify or destroy the Payers' Personal Data on the basis of respective request (instruction) from the Company within the time periods specified in such instruction.
- 10.9. 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 of the Personal Data of such Payer.

### **11. Dispute Resolution**

- 11.1. 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.
- 11.2. 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.
- 11.3. 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.

### **12. Term and Termination**

- 12.1. This Agreement shall become effective from the date of its signing by the Parties and shall remain in force without limit in time.
- 12.2. This Agreement may be terminated in the following cases:
  - 12.2.1. under an agreement between the Parties in writing;
  - 12.2.2. at the initiative of either Party by giving at least 10 (ten) calendar day prior notice to the other Party. 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 Payers from the date of receipt of the notice of termination of the Agreement.
- 12.3. The Parties shall reconcile their payments and discharge their monetary obligations identified further to the reconciliation within 60 (sixty) calendar days from the date the notice of termination of the Agreement is received.
- 12.4. Upon completion of all payments under the Agreements, the Parties shall draw up the Statement as provided by Section 7 of this Agreement.
- 12.5. the obligations of the Parties provided under 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 termination of the Agreement. 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.
- 12.6. The Company reserves its right to suspend this Agreement, if the Payee regularly violates provisions of this Agreement, by giving 1 (one) business day prior written notice to the Payee, until the Payee remedies these violations.

### **13. Force Majeure**

- 13.1. 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.
- 13.2. If any of the above events occur, the time for performance of the contractual obligations shall be extended accordingly.
- 13.3. 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.).
- 13.4. The Parties shall resume the performance of their obligations immediately after the force-majeure event has ceased.

### **14. Miscellaneous**

- 14.1. The Payee permits to the Company to transfer the details of the Payee contained in this Agreement to the Settlement Bank and the Issuers.
- 14.2. In any other matters not expressly provided for in this Agreement and the Deed of Adherence, the Parties shall be governed by the laws of the Russian Federation.
- 14.3. This Agreement is made in Russian and English and shall have equal legal force and effect. In case of any disputes or discrepancies between the Parties arising out of or in connection with this Agreement, the Parties shall rely upon the Russian language version of this Agreement.

- 14.4. The Payee may not assign its claims to the Company under the Agreement to any third party under a transaction with such party (assignment) without prior consent of the Company.
- 14.5. 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.
- 14.6. 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.
- 14.7. All Schedules to this Agreement shall make its integral part.
- 14.8. This Agreement shall attach the following Schedules:  
 Schedule 1 Form of Reporting Period Completion Statement;  
 Schedule 2 Regulation on Electronic Document Exchange;  
 Schedule 3 Tariffs;  
 Schedule 4 Transfer Reversal Procedure;  
 Schedule 5 Remedial Actions against Illegal Products;  
 Schedule 6 Invalid Transfer Reversal Procedure;  
 Schedule 7 History of Amendments and Supplements to the Agreement.

**15. Name, Address and Bank Details of the Company**

<b>Name</b>	Business Element LLC
<b>Registered office:</b>	141400, Moscow Region, Khimki, Kirova Street 15, Office 47
<b>Physical address:</b>	119334, Moscow, Kanatchikovsky Proezd 3
<b>Mailing address:</b>	119334, Moscow, Kanatchikovsky Proezd 3
<b>Company number (OGRN)</b>	1055009302215
<b>Tax ID</b>	5047063929
<b>KPP</b>	504701001
<b>Current account</b>	Current account No. 40702810400000001011 with OOO RNKO RIB
<b>Correspondent account</b>	Correspondent account No. 30101810600000000793
<b>BIK</b>	BIK 044583793
<b>Telephone/fax</b>	+7 (495) 981 5511/ +7 (495) 980 1330
<b>E-mail</b>	<a href="mailto:robokassa@robokassa.ru">robokassa@robokassa.ru</a>
<b>General Director</b>	Sergey Alekseyevich Sigov

**Form of Reporting Period Completion Statement**

**Reporting Period Completion Statement**  
to ROBOKASSA Services Agreement dated \_\_\_\_\_ 20 \_\_  
Online Store website: www. \_\_\_\_\_

Moscow

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

Business Element LLC (the **Company**) represented by its authorized representative, acting under the power of attorney, on the one part, and \_\_\_\_\_ (Tax ID \_\_\_\_\_), (the **Payee**) represented by its authorized representative, on the other part (together, the **Parties**), by this Statement (the **Statement**) acknowledge and agree that we have fully performed out obligations under ROBOKASSA Services Agreement for the Reporting Period as follows

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.	Type of Activation at the beginning of the Reporting Period		
4.	Type of Activation at the end of the Reporting Period		
5.	Transfers made in favor of the Payee during the Reporting Period:		
5.1.	Total quantity:	_____	Amount in words
5.2.	Total	RUB _____	Amount in words
5.3.	Number of text messages sent using the SMS Notification Option	_____	Amount in words
6.	Transfer Reversals made by the Payee during the Reporting Period:		
6.1.	Total quantity:	_____	Amount in words
6.2.	Total amount	RUB _____	Amount in words
7.	Remittances made in favor of the Payee during the Reporting Period:		
7.1.	Total amount of Remittances	RUB _____	Amount in words
7.2.	Total amount of Transfers to be included in the Remittance	RUB _____	Amount in words
8.	Company's fee paid by the Payee during the Reporting Period		
8.1.	Fee for the Company's Services to ensure information exchange and technological interaction between the Payee and the Company when making a Transfer*	RUB _____	Amount in words
8.2.	Fee for the Company's Services to ensure information exchange and technological interaction between the Payee and the Settlement Bank when making a Remittance, paid by the Payee*	RUB _____	Amount in words
9.	Payee's total debt to the Settlement Bank/Company at the end of the Reporting Period	RUB _____	Amount in words

\* The fee for the Company's Services is VAT exempt

**This Statement has been executed, delivered and acknowledged by the Parties through the encrypted communication channel The Certificate of Access has been verified.**

<b>Company</b>	<b>Signature, Seal</b>	<b>Payee</b>	<b>Signature, Seal</b>
<b>Position</b>	<b>Full name</b>	<b>Position</b>	<b>Full name</b>
<b>Basis:</b>	<b>Document (number and date, if any) confirming the authority</b>	<b>Basis:</b>	<b>Document (number and date, if any) confirming the authority</b>

## Regulation on Electronic Document Exchange (the Regulation)

### 1. Terms and Definitions

**Technical Readiness Report** means a report on the Parties' technical readiness for Information Exchange with Electronic Documents in the form of Exhibit 1 to the Regulation.

**Encrypted Communication Channel (ECC)** means software and hardware ensuring that transmitted and received documents are duly protected upon the Information Exchange using a secure transmission protocol (SSL) This ECC does not allow the Payee to dispose of the funds deposited on the Payee's bank account.

**Information Exchange** means steps taken by the Parties to receive and transmit the Electronic Documents through the System necessary to perform their obligations to each other under the Agreement.

**Certificate of Access Compromise** means loss of confidence in the Certificates of Access ensuring secure Information Exchange. The events of Certificate of Access 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 CA (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 CA Compromise.

**Open Session** means a period of time from the Payee's Authentication in his Personal Account until the Payee signs off his Personal Account, including by shutting off his browser.

**Certificate of Access (CA)** means a unique sequence of alphanumeric characters assigned by the Bank to each Party for the purposes of Information Exchange and representing the Digital Signature of the respective Party.

**Electronic Document** means a Communication, including a Request for Transfer Acceptance and Confirmation of Transfer Acceptance, as well as any other document drawn up electronically and delivered by a Party to the other Party under this Agreement through the Personal Account. An Electronic Document consists of data created, modified, processed and stored in a computer and transmitted through ECC and can be represented on paper. An Electronic Document may not contain the Payee's instructions to dispose of the money on its bank account. The Electronic Documents shall contain data and information only under the Agreement.

### 2. Subject Matter. General Provisions

- 2.1. This Regulation sets out the procedure for the Information Exchange between the Parties in order for them to perform their obligations under the Agreement and defines the circumstances in which the Electronic Documents signed by CA and transmitted by the Parties as part of the Information Exchange shall be treated *pari passu* with the documents in simple written form.
- 2.2. The Information Exchange shall be effected through ECC by way of informational and technological interaction between the Payee and the Bank through the System.
- 2.3. Information Exchange between the Parties is possible, provided only that:
  - The Payee completed Registration in his Personal Account;
  - The Company effected System Activation;
  - The Payee's Personal Account has not been blocked;
  - The Payee has the necessary technical access to the Internet;
  - The Company has technical capabilities in order to provide access to the System for the purposes of drawing up and delivering Electronic Documents to the Company.
- 2.4. The Electronic Documents that give rise to rights and obligations of the Parties under the Agreement shall be in the forms satisfactory to the Company.
- 2.5. Upon the Information Exchange, the Parties shall sign any Electronic Documents by CA. Any CA-signed Electronic Documents shall have the legal force equal to the documents drawn up on paper and give rise to equivalent rights and obligations and may serve as evidence in court. All copies of CA-signed Electronic Documents shall be original and may be reproduced (printed out) on paper.
- 2.6. The retention period for the Electronic Documents shall be 5 (five) years from the date of termination of the Agreement.

### 3. Rules of Electronic Document Exchange

- 3.1. The Parties shall proceed to Information Exchange from the date of System Activation as provided by the Agreement.
- 3.2. The Information Exchange between the Parties shall be made automatically during the Open Session, except the Electronic Document Exchange with Communications, including Requests for Transfer Acceptance and Confirmations of Transfer Acceptance. The Electronic Document Exchange with Communications, including Requests for Transfer Acceptance and Confirmations of Transfer Acceptance shall be made by the parties in online mode subject to the specifics provided by the Agreement.
- 3.3. The Company shall accept an Electronic Document for implementation, provided that the Payee's CA on the Electronic Document is the same as the Payee's CA stored in the System. Upon acceptance of an Electronic Document from the Payee, the Company shall send to the Payee the Electronic Document signed by Company's CA containing the notice of acceptance of the Electronic Document. The procedure and timeframes for accepting Electronic Documents for implementation, as well as the procedure and timeframes for sending Electronic Documents containing the notice of acceptance / implementation by the Company of the Electronic Document, shall be set out in the Agreement.
- 3.4. 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 receive 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.

- 3.5. The time and date of the Electronic Document Exchange, including the time and date of sending, accepting and processing of the Electronic Documents shall be recorded by the Company in the ledgers of Electronic Documents.
- 3.6. 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.
- 3.7. The records in the ledger of Company's Electronic Documents shall confirm that:
  - the Electronic Documents were generated and transmitted directly by the Payee;
  - the Payee signed the Electronic Documents with CA.
- 3.8. The Information Exchange will be suspended if:
  - the Payee fails to meet any term or condition of the Agreement;
  - the Agreement is terminated for any reason provided by the Agreement, including because the Online Store is disconnected from the System / the Payee's access to the Personal Account is blocked.
  - the Company is requested by the Payee to suspend the Information Exchange.
- 3.9. The Information Exchange between the Parties shall discontinue upon termination of the Agreement and if the Payee's access to the Personal Account is blocked.

#### **4. Rights and Obligations of the Parties upon the Information Exchange**

##### **4.1. The Payee shall:**

- 4.1.1. keep the records of the Payee's CAs.
- 4.1.2. replace the Payee's CA in the circumstances provided by the Regulation.

##### **4.2. The Payee may:**

- 4.2.1. request the Company to report the status of the Electronic Documents transmitted through ECC.
- 4.2.2. initiate the replacement of CA.
- 4.2.3. exercise any other rights provided to the Payee by the Regulation and the Agreement.

##### **4.3. The Company may:**

- 4.3.1. after prior warning sent to the Payee through ECC, suspend the Information Exchange through ECC without giving any reason by giving notice to the email specified in the Deed of Adherence.
- 4.3.2. after prior warning sent to the Payee through ECC, refuse to accept the Electronic Documents signed by the Payee's CA and sent to the Company through ECC. The Payee, who was given such refusal, may present to the Company duly executed documents on paper.

##### **4.4. Each Party shall:**

- 4.4.1. grant access to ECC only to the persons authorized by such Party.
- 4.4.2. when making the Information Exchange, automatically verify CA and make certain that CA is valid at the time of the Information Exchange.
- 4.4.3. discontinue the use of CA in case of CA Compromise.

#### **5. CA Replacement**

- 5.1. CA validity period shall be 3 (three) years.
- 5.2. The Parties shall use CA from the date of signing of the Technical Readiness Report until the expiry of CA, unless earlier replaced by either Party.
- 5.3. By signing the Technical Readiness Report the Parties acknowledge, among other things, that the Company transferred and the Payee received CA.
- 5.4. The Parties shall replace CA 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 CA, shall give 14 (fourteen) calendar day prior notice to the other Party.
- 5.5. CA shall be replaced off-schedule in case of CA Compromise upon the application of the Payee.
- 5.6. The receipt by the Payee of new CA in the circumstances specified in Clauses 5.3 and 5.4 of the Regulation shall be certified by the Technical Readiness Report signed by the Parties.
- 5.7. After giving effect to the new CAs, each Party shall retain the cancelled CAs 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. Dispute Resolution Procedure upon Information Exchange with Electronic Documents**

- 6.1. 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.
- 6.2. 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).
- 6.3. 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.
- 6.4. 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 an independent expert, 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.

- 6.5. 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.
- 6.6. The Committee shall have the authority to resolve the following discrepancies:
  - 6.6.1. The Sending Party is asserting that it did not transmit any information, but the Receiving Party says that it did receive it.
  - 6.6.2. The Receiving Party is asserting that it did not receive any information, but the Sending Party says that it did transmit it.
  - 6.6.3. The Receiving Party received information other than that sent by the Sending Party.
- 6.7. Further to the consideration, the Committee shall make a report which shall be signed by all its members.

#### **7. Miscellaneous**

- 7.1. The Company reserves the right at any time and at its own discretion to set out or change the list (format) of the Electronic Documents and discontinue the Information Exchange with or without prior notice to the Payee.
- 7.2. The Company shall not be liable if other than through the fault of the Company the access to the Payee's Personal Account or device comes to the hands of any third party, as a result of which Electronic Documents will be drawn up and transmitted through ECC that will subsequently cause material damage to the Payee.
- 7.3. The Payee acknowledges and agrees that the Company shall not be liable for any emergencies, electric network service outages and any other disturbances connected with any power supply system and/or communication lines or networks that are supported, supplied or maintained by any third party, which, as a result of their malfunction, will not make it possible to effect the Information Exchange.
- 7.4. Any dispute arising out of performance of obligations provided by the Regulation shall be resolved as required by the Agreement.
- 7.5. In case of any controversies or disputes between the Parties, including if they are referred to the court and it becomes necessary to provide evidence:
  - 7.5.1. the extract from the archive of the Electronic Documents printed out by the Company on paper on respective dates shall evidence that the Parties drew up and delivered to each other such Electronic Documents through ECC (Information Exchange);
  - 7.5.2. the extract from the ledger of Electronic Documents printed out by the Company on paper on respective dates shall evidence that the Company accepted and implemented such Electronic Document;
  - 7.5.3. the extract from the CA register printed out by the Company on paper on respective date shall evidence the Parties' CAs on respective dates.

**Form of Technical Readiness Report**

**Technical Readiness Report  
to ROBOKASSA Services Agreement  
dated \_\_\_\_ 20\_\_**

Moscow

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

By this Report (the "**Report**") \_\_\_\_\_ (Tax ID \_\_\_\_\_) (the "**Payee**") represented by its authorized representative acting on the basis of the power of attorney, declares to Business Element LLC (the "**Company**") that the Payee is technically ready for the Full System Activation and Electronic Document Exchange.

This Report has been executed in 2 (two) copies, 1 (one) copy for each of the Company and the Payee.

**Payee:**

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
(Position) Seal (Signature) (Full name)

Legal basis: Power of Attorney No. \_\_\_\_\_ dated \_\_\_\_ 20\_\_

**COMPANY'S MARKS:**

The Company hereby notifies the Payee:

- of Full System Activation from "\_\_\_\_" \_\_\_\_ 20\_\_
- of denial in Full System Activation

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
(Position) Seal (Signature) (Full name)

Legal basis: Power of Attorney No. \_\_\_\_\_ dated \_\_\_\_ 20\_\_

### TARIFFS

#### I. Fees for the Company's Services to ensure information exchange and technological interaction when making a Transfer

Payer's Payment Method		Service Plan	Initial	Dobrokassa	Starter	Basic	Real	VIP	SHOCK
Bank card (Visa International, MasterCard Worldwide)	Online Transfer made according to the bank card details		5%	2.9%	3.9%	2.9%	2.9%	2.3%	1,5%
Yandex.Money <sup>1</sup>	Transfer in favor of the Payee offering Products relating to Forex and betting transactions		9%	-	9%	9%	-	9%	9%
	Transfer in favor of the Payee offering other Products		7%	3.5%	7%	7%	3.5%	7%	7%
QIWI Wallet <sup>1</sup>	Transfer in favor of the Payee offering the following Services: online games, online services (social services and communication), content, hosting, filesharing, traffic, registration of domains, payment for subscription, information services, links and contextual advertising, banner and media networks, creation and design of websites, reference information, personal ads, jobs (freelancers), legal and consulting services, writing reviews, term papers and graduate theses		7%	-	6.9%	5.9%	-	5.5%	5%
	Transfer to pay for Products relating to tourism services, air and railway tickets and hotel booking.		5%	-	4.9%	3.9%	-	3.5%	3%
	Transfer in favor of Payees offering the following Products (including, but not limited to): cinema tickets, tickets to entertainment events, electronics and home appliances, fashion, footwear, accessories, goods for kids and babies, food products, auto parts, furniture, office supplies and homeware, sports and tourism, books, jewelry and watches, cosmetics, perfume, pharmaceuticals, gifts, flowers, pet products, multimedia, coupons, tobacco, handicraft and artwork, e-wallets and hypermarkets		6%	-	5.9%	4.9%	4.9%	4.5%	4%
	Transfer in favor of the Payee offering other Products, including those relating to Forex and betting transactions		8%	-	8%	8%	-	8%	8%
Euroset, Svyaznoy Cash Terminals <sup>1</sup>			5%	3.9%	4.9%	4.9%	3.9%	4.5%	4%
Online banking systems used by Payers to manage their bank accounts with a lending institution other than OCEAN BANK <sup>1</sup>			5%	3.5%	4.9%	4.9%	3.5%	4.5%	4%

WebMoney <sup>1</sup>	5%	2.9%	4.9%	3.9%	2.9%	3.5%	3%
Mobile subscriber account in MTS, Beeline, Tele2, MeaFon <sup>1</sup>	5%	5%	5%	5%	5%	5%	5%
Other Payer's Payment Methods <sup>1</sup>	5%	3.9%	4.9%	3.9%	3.9%	3.5%	3%

**Calculation and payment of the fee for the Company's Services to ensure information exchange and technological interaction when making a Transfer**

The Company's fee for the Company's Services contemplated by Section 1 of the Tariffs (hereinafter referred to in this section of the Tariffs, the "Fee") shall be calculated by the following formula:

$$\sum \pi * K\bar{6} + K, \text{ where:}$$

$\sum \pi$  is the amount of the Transfer in respect of which the Payee received the Company's Service to ensure information exchange and technological interaction between the Payee and the Company when making a Transfer;

$K\bar{6}$  is the fee rate for the Company's Services to ensure information exchange and technological cooperation between the Payee and the Company when making a Transfer in accordance with the assigned Service Plan;

$K$  is the coefficient which applies when the SMS Notification Option is activated:

- if the SMS Notification Option is not activated in the Personal Account, then  $K=0$
- if the SMS Notification Option is activated in the Personal Account, then:  $K= N*1.5$ , where  
 $N$  is the quantity of text messages sent using the SMS Notification Option.

The Fee shall be payable by the Payee to the Company on the date of the Transfer as required by Section 7 of the Agreement. The Fee for Company's Services shall be VAT exempt under Article 149.3.3 of the Russian Tax Code.

**Terms of applicability and rules for assigning of Service Plans**

Service Plan	Terms of applicability
Initial	The Service Plan is assigned by default upon signing the Agreement.
Dobrokassa	The Service Plan is assigned by default upon signing the Agreement with a Payee, being a charitable or religious organization duly registered in accordance with the laws of the Russian Federation.
Starter	The Service Plan is assigned if the Payee reaches the minimum monthly turnover <sup>2</sup> of RUB 300,000.00+.
Basic	The Service Plan is assigned if the Payee reaches the minimum monthly turnover <sup>2</sup> of RUB 1,500,000.00+.
Real	The Service Plan is assigned provided that all of the following conditions are met: <ul style="list-style-type: none"> <li>• the minimum monthly turnover<sup>2</sup> is RUB 500,000.00+;</li> <li>• The Payee offers Products with physical delivery and transport tickets. The Issuer at its own discretion decides to assign this Service Plan. The Issuer may deny assignment of this Service Plan without giving a reason.</li> </ul>
VIP	The Service Plan is assigned provided that all of the following conditions are met: <ul style="list-style-type: none"> <li>• the minimum monthly turnover<sup>2</sup> is RUB 10,000,000.00+;</li> <li>• the share of the Transfers made in the Reporting Period through a bank card (Visa International, MasterCard Worldwide) is not more than 50% of the total Transfers made in this Reporting Month.</li> </ul>
SHOCK	The Service Plan is assigned provided that all of the following conditions are met: <ul style="list-style-type: none"> <li>• the minimum monthly turnover<sup>2</sup> is RUB 50,000,000.00+;</li> <li>• the share of the Transfers made in the Reporting Period through a bank card (Visa International, MasterCard Worldwide) is not more than 50% of the total Transfers made in this Reporting Period, and the cash balance at the Payee's bank account with the Settlement Bank during the Reporting Period is not less than 50% of the total Transfers made in this Reporting Period.</li> </ul>

**Rules for assigning and changing of Service Plans in accordance with the terms of applicability**

**1) Terms and conditions of assigning a new Service Plan upon signing the Agreement**

The Company shall assign a Service Plan to the Payee according to the terms of applicability provided by the Tariffs subject to the following:

- Initial Service Plan is assigned to the Payee by default upon signing the Agreement;
- upon signing the Agreement with a Payee, being a duly registered charitable or religious organization, the Payee shall be assigned Dobrokassa Service Plan by default.

**2) Terms and conditions of revision of the Service Plan**

The Service Plan assigned to the Payee may be revised at the initiative of either Party.

The Company shall revise the Service Plan assigned to the Payee on the basis of the Application for Change of Service Plan, provided that the Payee meets the terms of applicability of the Service Plans provided by the Tariffs.

The Company may revise the Service Plan previously assigned to the Payee, if the Payee fails to meet the terms of applicability for such Service Plan.

**3) Terms and conditions of assigning a new Service Plan at the Payee's initiative on the basis of its Application for Change of Service Plan**

The Payee may, provided that it meets the terms of applicability of the respective Service Plan, request the Company to change the Service Plan previously assigned to it under the Agreement (but no more than once a month) by giving to the Bank its Application for Change of Service Plan on paper in 2 (two) copies signed by an authorized representative of the Payee.

The Company shall assign a new Service Plan, provided that it approves the Application for Change of Service Plan and the Payee meets the terms of applicability fixed for the Service Plan the Payee has requested. The Company reserves the right to deny assigning of the new Service Plan to the Payee without giving a reason.

**4) Terms and conditions of assigning a new Service Plan at the Company's initiative**

The Company shall, each month at the end of each Reporting Period, analyze whether the Payee meets the terms of applicability for the Service Plan assigned to it. If the Company finds that the Payee is in breach of the terms of applicability of a Service Plan, the Company shall give notice to the Payee to the email specified in the Deed of Adherence, requiring the Payee to remove any such identified breaches. If the Payee fails to remove any such breach of the terms of applicability of a Service Plan identified by the Company in the next following Reporting Period, the Company shall unilaterally assign the other Service Plan to the Payee that is in accordance with the terms of applicability.

The Company shall reserve the right to assign a Service Plan to the Payee that is in accordance with the terms of applicability in the next Reporting Period following the period when the Company became aware that the Payee is in breach of the terms of applicability, without giving prior notice.

**5) Rules for giving effect to a new Service Plan**

The new Service Plan shall become effective at 00:00:00 Moscow time on the date the Company makes the decision to change the Service Plan under Clauses 3 and 4 of these Rules (the "Service Plan Effective Date"). The fee rate under the new Service Plan will apply only to the Transfers made to the Payee starting from the Service Plan Effective Date. Any Transfers made to the Payee before the Service Plan Effective Date (before 23:59:59 inclusively) shall be subject to the fee rate fixed by the Service Plan which is in effect at the time of such Transfer.

**Notes to Section I. of the Tariffs:**

<sup>1</sup>The Payee's Payment Method is available only to make Transfers to pay for the Products offered by the Resident Payees.

<sup>2</sup>monthly turnover means the amount of the Transfers made in favor of the Payee in the Reporting Period.

**II. Fees for the Company's Services to ensure information exchange and technological interaction when making a Remittance<sup>1</sup>**

**III.**

Transaction (service)	Company's fee
Information exchange and technological interaction between the Payee and the Settlement Bank when making a Remittance for an amount of more than RUB 10,000 (ten thousand Russian Roubles)	Not charged
Information exchange and technological interaction between the Payee and the Settlement Bank when making a Remittance for an amount of less than RUB 10,000 (ten thousand Russian Roubles)	RUB 50 (fifty Russian Roubles)

**Notes to Section II. of the Tariffs:**

<sup>1</sup> The Fee for the Company's Services to ensure information exchange and technological interaction when making a Remittance shall be payable by the Payee on the date of the Remittance as provided by Section 7 of the Agreement. The Fee for Company's Services shall be VAT exempt under Article 149.3.3 of the Russian Tax Code.

**IV. Fees for the Company's Services to ensure information exchange and technological interaction when making a Transfer Reversal<sup>1</sup>**

Transaction (service)	Company's fee
Information exchange and technological interaction between the Payee and the Company when making a Transfer Reversal using the REFUND Option	Not charged

**Notes to Section III. of the Tariffs:**

<sup>1</sup>the Transfer Reversal procedure is described in Schedule 5 to the Agreement.

**V. Fees for Activating and Using the Show Case Option**

Transaction (service)	Company's fee
The Show Case Option is activated in the Personal Account <sup>1</sup>	Not charged
Information on the Products is placed using the Show Case Option	Not charged
Company's Service to ensure information exchange and technological interaction when making a Transfer made to pay for a Product, the information about which was published using the Show Case Option <sup>2</sup>	Not charged

**Notes to Section IV. of the Tariffs:**

<sup>1</sup>the Company shall activate the Show Case Option in the Personal Account on the basis of the Application for Show Case Option.

<sup>2</sup>the Fee for the Company's Services to ensure information exchange and technological interaction between when making a Transfer made to pay for a Product, the information about which was published using the Show Case Option, shall be payable by the Payee to the Company on the date of the Company's Service additionally to the Fee fixed by the Service Plan. The Fee for the Company's Services to ensure information exchange and technological interaction between when making a Transfer made to pay for a Product, the information about which was published using the Show Case Option, shall be payable VAT exempt under Article 149.3.3 of the Russian Tax Code.

**VI. Company's Fee for Activating and Using the SMS Notification Option**

Transaction (service)	Company's fee
Activating the Show Case Option in the Personal Account <sup>1</sup>	Not charged

**Notes to Section V. of the Tariffs:**

<sup>1</sup>the Company shall activate the SMS Notification Option in the Personal Account on the basis of the Application for SMS Notification Option.

**Transfer Reversal Procedure  
(hereinafter for the purposes of this Schedule 4 to the Agreement, the “Procedure”)**

**1. General Provisions**

- 1.1. This Procedure sets out the manner and the terms of the Transfer Reversals to the Payer’s Payment Method and regulates the rights and obligations of the Parties when making the Transfer Reversals.
- 1.2. The Payee may make the Transfer Reversal to the Payer in the following manner:
  - 1.2.1. using the REFUND Option. In this case, the Company shall ensure the information exchange and technological interaction between the Payee and the Company through the Personal Account to enable the Payee to transmit to the Company its Application for Transfer Reversal and also make the Transfer Reversal to the Payer out of the funds included in the Remittance on the basis of the accepted Application for Transfer Reversal drawn up and transmitted by the Payee to the Bank. The procedure of drawing up and transmission by the Payee to the Company of the Application for Transfer Reversal is described in Section 2 of the Procedure.
  - 1.2.2. directly to the Payer bypassing the Company. In this case, the Payee shall independently (bypassing the Company and the Settlement Bank) make the Transfer Reversal to the Payer in the manner provided by the agreement between the Payer 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.
- 1.3. The Payee shall pay a fee to the Company in accordance with the Tariffs for the information exchange and technological interaction between the Payee and the Company through the Persona Account when making a Transfer Reversal (hereinafter referred to in this Procedure as the “Fee”).
- 1.4. The Transfer Reversal shall not entail an obligation for the Company to return to the Payee the Fee paid by the Payee for the Company’s Services in accordance with the Service Plan assigned to the Payee.
- 1.5. The payment to the Issuer in respect of the Transfer Reversal shall be made by the Settlement Bank on the basis of the information and details supplied by the Company. The manner and the terms on which the Settlement Bank shall make settlements with the Issuer in respect of the Transfer Reversal (remittance of funds to the Issuer) shall not be a subject matter of the Agreement, nor will they be regulated by this Regulation.
- 1.6. The Settlement Bank shall not make the Transfer Reversal under the Payee’s payment order. When the Settlement Bank receives the funds from the Payee’s bank account for the purpose to make the Transfer Reversal, it shall refund the funds to the Payee within 5 (five) business days from the date the funds are credited to the Settlement Bank’s correspondent account according to the bank details specified by the Payee in its payment order.

**2. Transfer Reversal Procedure Using the REFUND Option**

- 2.1. The Payee may make the Transfer Reversal using the REFUND Option, provided that Full System Activation was activated and the Remittance is sufficient to make the Transfer Reversal plus the Fee in full.
- 2.2. In order to make the Transfer Reversal using the REFUND Option, the Payee shall draw up the Application for Transfer Reversal and send it to the Bank through its Personal Account.
- 2.3. The Application for Transfer Reversal shall specify the following:
  - the Payer’s Payment Method to which the Transfer Reversal shall be made. The Payer's Payment Methods to which the Transfer Reversal can be made using the REFUND Option is listed in the Personal Account;
  - identification number (the Payer's email), amount and date of the Transfer refundable to the Payer’s Payment Method;
  - the basis on which the Transfer Reversal is made.
- 2.4. Upon receipt of the Application for Transfer Reversal from the Payee, the Company shall check whether the Remittance is sufficient to make the Transfer Reversal in the amount specified in the Application for Transfer Reversal plus the Fee.
- 2.5. If the Remittance is sufficient to make the Transfer Reversal in the amount specified in the Application for Transfer Reversal plus the Fee, the Company shall, provided that it is technically possible, notify the Issuer through the System that the Transfer Reversal has taken place. Bearing in mind that:
  - 2.5.1. if the Company is notified by the Issuer that it is impossible to make the Transfer Reversal to the Payer's Payment Method on the basis of the Application for Transfer Reversal:
    - the Application for Transfer Reversal will not be accepted by the Company;
    - the information that it is impossible to make the Transfer Reversal to the Payer’s Payment Method shall be placed by the Company in the Personal Account;
    - the Payee shall independently negotiate with the Payer on how to make Transfer Reversal.



- 2.5.2. if the Company is notified by the Issuer that it is possible to make the Transfer Reversal to the Payer's Payment Method on the basis of the Application for Transfer Reversal and if it is technically impossible to inform the Issuer through the System that the Transfer Reversal has taken place:
- the Application for Transfer Reversal will be deemed accepted by the Company on the first business day following the day of receipt from the Issuer of the information that it is possible to make the Transfer Reversal to the Payer's Payment Method, or on the first business day following the day on which the Bank receives the Application for Transfer Reversal from the Payee (if the Company has no technical capability to inform the Issuer through the System that the Transfer Reversal has taken place);
  - the Company shall, not later than 3 (three) business days of acceptance of the Application for Transfer Reversal from the Payee, offset the Remittance against the Transfer Reversal plus the Fee as provided by Section 7 of the Agreement;
  - the Company shall make the Payee aware of the Application for Transfer Reversal having been performed through the Personal Account.
- 2.6. If on the date the Company receives the Application for Transfer Reversal under Clause 2.4 of this Procedure or on the date the information specified in Clause 2.5.2 of this Procedure is received from the Issuer, the Remittance is insufficient to make the Transfer Reversal plus the Fee in full, the Application for Transfer Reversal shall be denied by the Company. the Company shall make the Payee aware of the impossibility to perform the Application for Transfer Reversal through the Personal Account.
- 2.7. If the Issuer does not accept the funds under the Transfer Reversal to be credited to the Payer's Payment Method specified by the Payee in the Application for Transfer Reversal, the Settlement Bank shall, on the basis of the information and details supplied by the Company, return the funds to the Payee according to the Payee's details specified in the Deed of Adherence. No Company's Fee paid by the Payee to the Company for the information exchange and technological interaction between the Payee and the Company when making the Transfer Reversal shall not be refundable to the Payee.

**Remedial Actions against Illegal Products  
(hereinafter for the purposes of this Schedule 5 to the Agreement, the “Procedure”)**

1. The Company shall, not later than 3 (three) business days from the date the Company becomes aware (from the mass media, Internet, written or verbal communications from Payers / Issuers or other information channels) that the Payee offers any Illegal Products, send a request to the Payee’s email specified in the Deed of Adherence for the information on the offered Products and documents evidencing that a Product was made available to a Payer against the effected Transfer (the “Request”).
2. The Payee shall, not later than 2 (two) business days of receipt of the Request from the Company, send a communication to the Company’s email ([robokassa@robokassa.ru](mailto:robokassa@robokassa.ru)) attaching the documents and information requested by the Company and provide to the Company these documents and information on paper signed by the Payee's authorized representative.
3. Before the Payee 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 Product was offered, the Products offered by the Payee shall be declared the Illegal Products.
4. In the case provided by Clause 3 of this Procedure, the Company may:
  - 4.1. declare the Transfers made or being made in favor of the Payee as Invalid Transfers;
  - 4.2. disconnect the Online Store from the System and send a request to the Settlement Bank to suspend settlements with the Payee in respect of the Transfers, including to suspend all Transfers in favor of the Payee. The Company shall, within 2 (two) business days from the date the Online Store is disconnected from the System, give notice to the Payee of the disconnection to the email specified in the Deed of Adherence.
5. If the Payee provides the information and documents specified in Clause 2 of this Procedure denying that the Payee offered any Illegal Products, the Company shall, not later than 3 (three) business days of receipt of such information and documents, reconnect the Online Store to the System and resume settlements with the Payee in respect of the Transfers, and within 2 (two) business days, give notice to the Payee that the Online Store was reconnected and the Transfers were resumed to the Payee's email specified in the Deed of Adherence.

**Invalid Transfer Reversal Procedure  
(hereinafter for the purposes of this Schedule 6 to the Agreement, the “Procedure”)**

1. This Procedure sets out the steps the Parties shall take, if the Issuer makes the Company aware of an Invalid Transfer having been made in favor of the Payee under the Online Payment Processing Agreement previously signed between the Payee and OCEAN BANK.
2. The Company shall, within 5 (five) business days of receipt of the notice from the Issuer that an Invalid Transfer was made to the Payee (the Issuer’s Notice), send a demand to the Payee to reverse the Invalid Transfer to the Payee's email specified in the Deed of Adherence (the “Demand”).
3. The Payee shall, not later than 2 (two) business days of receipt of the Demand from the Company, consider the Demand and give notice to the Company's email ([robokassa@robokassa.ru](mailto:robokassa@robokassa.ru)) of its agreement with the Request or reasoned refusal to perform the Demand. If the Company does not receive the notice from the Payee of its agreement with or reasoned refusal to perform the Demand within the time period specified in this Clause, the Parties shall deem the Payee to have agreed with the Demand.
4. The Company shall, not later than 3 (three) business days of receipt of the notice from the Payee 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 Issuer of the results of consideration of the Issuer's Notice.
5. The Invalid Transfer shall be reversed (i.e. the Payee shall perform the Demand) as provided by Section 5 of the Agreement.
5. If the Payee refuses to perform the Demand, the Issuer/the Payer may request the Payee directly to reverse the Invalid Transfer. If this is the case, all subsequent negotiations between the Payee and the Issuer/the Payer shall take place bypassing the Company.
6. The Company may suspend a Remittance to the Payee in the amount of the Invalid Transfer specified in the Demands;
  - before the Payee performs the Demand, if the Payee notified the Company of its agreement to perform the Demand. In this case, the Remittances in favor of the Payee shall resume on the first business day following the day of reversal of the Invalid Transfer as provided by Clause 4 of this Procedure;
  - before the receipt from the Issuer/Payer an objection that an Invalid Transfer was made to the Payee, if the Payee gave to the Company its reasoned refusal to perform the Demand. In this case, the Remittances in favor of the Payee shall resume on the first business day following the day on which the Issuer/Payer objects that the Invalid Transfer was made in favor of the Payee.

**History of Amendments and Supplements to the Agreement.**

<b>Version No.</b>	<b>Date and No. of the Order</b>	<b>Effective date of the new version</b>
Version 1.0	Order No. 1/p dated 8 December 2015	09.12.2015
Version 2.0	Order No. 3/p dated 11 January 2016	25.01.2016
Version 3.0	Order No. 7/p dated 24 March 2016	07.04.2016