

MICROLOAN AGREEMENT № [●]

Moscow city

[●]

LLC MFC KVATRO-N FAND, state registration number in the Register of microfinance organization 1703045008319, hereinafter referred to as the Lender, represented by [●] acting on the basis of power [●] on the one hand, and

[●], Hereinafter referred to as the "Borrower" represented by [●]. [●] acting on the basis of the Charter, on the other hand, collectively referred to as the "Parties", have concluded this agreement (hereinafter - the Agreement) as follows.

1. SUBJECT MATTER

1.1. The Lender is obligated to transfer funds to the Borrower (hereinafter referred to as the Microloan, the Loan) for the period up to the Due date box inclusive, and the Borrower agrees to timely return transferred funds and pay up the interest for using the Microloan.

1.1.1. Microloan issuance date [●]

1.2. Microloan amount - [●] ([●]) Rubles.

1.3. Monthly Interest rate for using Microloan [●] ([●])

1.4. The Microloan is provided for the following purposes: Location. Term of use of funds (the period to use the Microloan for intended purpose) is five business days from the day the microloan is provided. The Borrower guarantees and warrants that the Microloan shall be used as per its specified use.

2. TERMS AND CONDITIONS

2.1. The Loan is provided to the Borrower by cashless transfer of funds in the currency of the Russian Federation (Ruble) to the current account of the Borrower or to a third party account on behalf of the Borrower. The microloan may be transferred to a third party account provided that the Borrower provides confirmation of existing contractual relations to any such third party.

2.1.1. Upon conclusion of this Agreement the Lender is entitled to refuse to issue the Microloan in whole or in part without explanation of reasons of such refusal if corresponding circumstances clearly indicate that the Loan can not be repaid in due time. Such circumstances, in particular, may be any of the following nature:

- appearance of signs of a significant deterioration in financial position of the Borrower or threat of its deterioration;
- occurrence of circumstances in which provision of the Microloan on terms and conditions of this Agreement is not allowed by the Credit Policy approved by the Lender;
- occurrence of any of the circumstances specified in clauses 3.1.3.2 - 3.1.3.16, 3.1.3.18, 3.1.3.19 of this Agreement.

2.1.2. The Borrower is not entitled to refuse the Loan until the Microloan provision due time established by this Agreement.

2.2. The Loan interest rate is accrued to the remaining debt. The interest accrual period is set from the day following the day the funds are debited from the Lender's current account until the day the Borrower fully fulfills its obligations hereunder.

2.3. The Microloan and accrued interest repayment date shall be the date the funds are received to the Lender's settlement account.

2.4. Payments of the Microloan and interest shall be made by the Borrower in the currency of the Russian Federation (Ruble) to the Lender's bank account in accordance with the Payment Schedule (Appendix № 1) being an integral part to this Agreement.

3. RIGHTS AND OBLIGATIONS

3.1. The Lender has the right to:

3.1.1. Demand from the Lender:

- documents containing information on financial condition of the Borrower, on inventory holdings on the Borrower;
- provision of access to production, office, trade and other premises to confirm the fact of the Borrower's business activities within one business day from the day the Borrower receives the relevant requirement;
- provision of other information and documents related to conduct of the Borrower's business activities and the fulfillment of his obligations hereunder, including provision of documents reflecting operational and financial performance of the Borrower for any period prior to the date of the request within one business day from the day the Borrower receives the relevant requirement;
- provision of a signed triplicate agreement between the Borrower, its Bank and the Lender on writing funds off to a bank account to extinguish the debt hereunder without the Borrower's respective order within one business day from the day the Borrower receives the relevant requirement;

3.1.2. Fully transfer as collateral or transfer the right of claim hereunder as well as transactions pertaining to security of payments to any third party without consent of the Borrower.

3.1.3. Demand early fulfillment of obligations hereunder and payment of penalties in case (if this Agreement provides for penalties for violation of any obligations specified in this paragraph by the Borrower) from the Borrower, such penalties can



be applied to the Borrower jointly and alongside with the Lender's demand of early fulfillment obligations hereunder, payment of fines, penalties and forfeits does not exempt the Borrower from fulfilling the Lender's demand for early fulfillment of obligations under this Agreement) in the following cases:

- 3.1.3.1. the Borrower delays payment of the Microloan (part of the Microloan) or fails to repay interest (part of interest) for more than 5 (five) consecutive days;
- 3.1.3.2. if the Borrower is presented with claims including claims to pay a sum of money or to claim property the amount of which exceeds 3% of the debt balance at last reporting date;
- 3.1.3.3. adoption of a decision on deprivation, termination or suspension of the right to engage in entrepreneurial activity or a decision on revocation (cancellation) of a license of the Borrower by a competent authority if the licensed activity is the main activity of the Borrower;
- 3.1.3.4. adoption by the Borrower of a decision to liquidate or present claims of a third party for forced liquidation or bankruptcy of the Borrower;
- 3.1.3.5. if the Borrower misleads the Lender regarding circumstances essential for making a decision on granting the Microloan by providing false or incomplete information;
- 3.1.3.6. in case of reorganization of the Borrower (except for reorganization in the form of transformation);
- 3.1.3.7. if the Borrower has not submitted documents and information at request of the Lender within time period specified in such request;
- 3.1.3.8. if the Borrower has a number of outstanding orders pertaining to settlement accounts exceeding 3% of the balance sheet of the Borrower at the last reporting date;
- 3.1.3.9. if the Borrower has significant (over 3% of the balance sheet of the Borrower at last reporting date) overdue taxes and fees amounts; if the Borrower has a number of outstanding orders pertaining to settlement accounts exceeding of 3% of the balance sheet of the Borrower at the last reporting date ;
- 3.1.3.10. if the Borrower has outstanding amounts due to employees for more than 15 consecutive days;
- 3.1.3.11. if the Borrower has enforceable and unfulfilled judicial acts / enforcement documents on outstanding penalties in amount of 3% or more of the balance sheet of the Borrower at the last reporting date;
- 3.1.3.12. if the Borrower has significant overdue credit line of more than 5 (five) days in excess of 3% of the balance sheet of the Borrower at the last reporting date;
- 3.1.3.13. if aggregate amount of funds borrowed by the Borrower short-term (execution term is less than 12 months) exceeds its sales profit for the last twelve months or the Borrower's revenue for the last month or if aggregate borrowed funds of the Borrower exceed its profit from sales for the last completed fiscal year or amount of the Borrower's revenue for the last completed quarter 3 or more times;
- 3.1.3.14. if the Borrower is not able to satisfy claims of creditors for monetary obligations within three months from the date they were to be fulfilled;
- 3.1.3.15. if the Borrower has allowed delay in performance of its obligations under other agreements concluded with the Lender;
- 3.1.3.16. loss of collateral for the Microloan or significant deterioration in its conditions that occurred without fault of the Lender (if any). Criteria for significant deterioration in conditions of collateral are established in clause 3.5 hereof.
- 3.1.3.17. misuse of the Microloan, violation of terms of specified use of the Microloan established by the Agreement, failure to provide within the time periods specified in clause 3.4.11 hereof, or within one business day from the date of receipt of the Lender's request, documents confirming specified use of the Microloan (when providing target microloan). Non-fulfillment by the Borrower of the obligation to provide these documents within time period established by this clause is recognized as the fact of misuse of the Microloan by the Borrower;
- 3.1.3.18. if any of the agreements (methods) of security is violated, ceased to be valid, recognized invalid in the prescribed manner or its execution becomes impossible or there is a threat of non-performance and / or any third party takes actions to foreclose property pledged to the lender under security contracts;
- 3.1.3.19. if subject of pledge submitted to secure this Agreement is or becomes the subject of a dispute in court according to requirements of third parties regarding foreclosure;
- 3.1.3.20. non-fulfillment by the Borrower of clause 3.4.11 hereof;
- 3.1.3.21. if the Borrower has violated requirements of clause 3.4.13 hereof;
- 3.1.3.22. if a criminal case has been initiated and / or a court conviction has been passed and / or any investigative / operational-search measures are being conducted and / or administrative measures were applied (in particular - ban on activities, suspension of activities, expulsion, disqualification) as well as criminal prosecution of the Borrower and / or its sole executive body and / or persons owning at least 25% of the share capital of the Borrower;
- 3.1.3.23. information about the Borrower is included in the register of unscrupulous suppliers (contractors) and / or in the register of unscrupulous contractors located in the Internet at the Unified Information System in the field of procurement (<http://zakupki.gov.ru> or on another official site of the EIS) ;
- 3.1.3.24. in other cases stipulated by applicable law as well as agreements ensuring execution of this Agreement.



3.1.4. If the Lender does not submit demand for early repayment of the Microloan in cases stipulated by clauses 3.1.3 hereof, such non-use of the right cannot and should not be regarded as refusal of the Lender to present demands for early repayment of the Microloan in the future relating to repetition of circumstances stipulated by clauses 3.1.3 hereof or occurrence of any other new events stipulated by clauses 3.1.3 hereof.

3.2. The Lender is obliged to:

3.2.1. transfer funds to the Borrower in the amount and subject to the conditions provided for in this Agreement.

3.2.2. notify the Borrower in writing of the transfer of rights under this Agreement to a new lender within fifteen working days.

3.3. The Borrower has the right to:

3.3.1. repay the Microloan ahead of schedule partially or in full. The Borrower is obliged to notify the Lender of early repayment of the Microloan (part of it) in writing no later than 30 (thirty) calendar days. In absence of such notification to the Borrower, the Lender reserves the right, at its discretion, to return the received funds to the Borrower, write them off on the day of the next payment in accordance with the Payment Schedule or accept them as early fulfillment in full (in part) of the Borrower's obligations to repay the Microloan. In case of acceptance of the received funds as a partial preliminary execution, the Borrower is provided with a new Payment Schedule.

3.3.2. timely receive information on status of settlements hereunder, on balance of payments due from the Lender.

3.3.3. demand that the Lender recalculates interest amount upon early repayment of the Microloan subject to clause 3.3.1 of this Agreement.

3.4. The Borrower is obliged to:

3.4.1. Make payments of the principal debt and accrued interest hereunder in full amounts and timely manner in accordance with the Schedule of payments (Appendix № 1- an integral part of this Agreement) to the Lender's bank account specified in the Agreement or to other bank account specified by the Lender.

3.4.2. In cases provided for in clause 3.1.3 of the Agreement to fulfill obligations to repay the Microloan including payment of interest and penalties ahead of schedule within 1 (one) business day from receipt of respective request of the Lender.

3.4.3. At the request of the Lender, in the manner established by this Agreement, to submit documents containing information reflecting the financial condition of the Borrower on availability of inventory items on the Borrower, as well as provide access to production, office, trade and other premises to confirm the fact of the Borrower's business activity within one business day from the day of receipt of such request unless otherwise specified by this Agreement. As well as to provide at first request of the Lender on the date specified in such request other requested information and documents of the Borrower related to the provision and maintenance of the micro-loans including request for documents that reflect operational and financial performance of the Borrower for any period prior to the date of the request.

3.4.4. Upon written request of the Lender the Borrower is obliged to provide information required to fulfill requirements of Federal Law № 115-FZ from 07.08.2001 "On counteracting money laundering and combating financing of terrorism" about himself as well as information about his representatives, beneficiaries and beneficial owners within five business days from the date of receipt of the request .

3.4.5. Notify the Lender of amendments to the Unified State Register of Legal Entities (USRIP), constituent documents, of adoption of decisions to change sole executive body, liquidation, reorganization, court appeals to declare the Borrower bankrupt, as well as on changes in the list of participants (shareholders) of the Borrower and on opening / closing of the Borrower's bank accounts or changes in their details within one business day from the occurrence of the respective event.

3.4.6. Make payments under this Agreement to the bank account of the Lender specified in the Agreement or to another bank account specified by the Lender.

3.4.7. In accordance with the procedure established by the Agreement to submit documents required to conduct quarterly audit of business reputation and condition of the Borrower's business activities.

3.4.8. Upon request and within the time specified by the Lender to submit financial statements containing information on the results of financial and economic activities of the Borrower over the past year.

3.4.9. The Borrower agrees to submit all information received from the Lender to a credit bureau in accordance with the current legislation of the Russian Federation.

3.4.9.1. The Borrower and / or his authorized body / representative agrees to process the Lender's personal data using means of automated processing of personal data and without using such means for purposes of concluding this Agreement with the Lender and its subsequent execution, decision-making or other actions giving rise to legal consequences in relation to the Borrower / or its authorized body / representative including collection, recording, systematization, accumulation, storage, clarification (about updating, modification), extraction, use, transfer including to third parties including legal entities acting on the basis of agency agreements or other agreements concluded with the Lender. In cases of failure to fulfill and / or improper performance of obligations by the Borrower hereunder, for the purpose of implementation of actions aimed at collecting overdue debts under this Agreement (distribution, provision, access) by these persons, as well as depersonalization, blocking, deletion and destruction of the following personal data: 1. information contained in passports (other identification documents); 2. information contained in certificates of registration of individual taxpayers in tax authorities in the territory of the Russian Federation; 3. phone numbers and email addresses; 4. information contained in agreements concluded with the Lender; 5. information contained in applications / questionnaires / other documents filled in by the Borrower and / or his authorized



representative and provided to the Lender; 6. other personal information provided by the Borrower and / or its authorized body / representative to the Lender.

3.4.10. Not later than 3 (three) business days from the date of receipt of the Lender's written request to provide presentation materials (including photo or video materials) on activities of the Borrower. The lender has the right to forward such requests no more than 3 times during a calendar quarter.

3.4.11. Unless otherwise provided by this Agreement to submit documents on specified use of the Microloan in accordance with clause 3.4.12 hereof:

3.4.11.1. in case of use of the Microloan funds for debt restructuring - within 1 (one) business day from the day the Microloan is provided;

3.4.11.2. in case of use of the Microloan funds for acquisition of real estate, if transaction amount is equal or exceeds three million rubles or equal to respective amount in foreign currency or exceeds it - no later than 1 (one) business day from the day the Microloan funds are invested;

3.4.11.3. in case of use of the Microloan funds for purchase of precious metals and precious stones, jewelry and scrap of such products for amount equal or exceeding six hundred thousand rubles or equal to respective amount in foreign currency or exceeds it - no later than 1 (one) working day from the date of expenditure of the funds;

3.4.11.4. in case of use of the Microloan funds to receive or provide property for financial lease (lease agreement, acceptance-transfer act) for amount equal or exceeding six hundred thousand rubles or equal to respective amount in foreign currency or exceeds it - no later than 1 (one) business day from the date of expenditure of the funds;

3.4.11.5. in case of use of the Microloan funds for other purposes - no later than 10 (ten) days from the day the Microloan was provided or sooner, in accordance with clause 3.1.3.17 hereof;

3.4.12. In order to fulfill clauses 3.4.11.1 - 3.4.11.5, 3.1.3.17 of this Agreement the Borrower, in the manner prescribed by clause 5.5 of this Agreement, provides:

- Underlying documents - sale / purchase agreements, etc., invoices, waybills, etc. (originals or copies duly certified by the Borrower);

- payment documents and extracts from accounts (settlement and / or current (personal) accounts of the Borrower for the period from provision of the Microloan until the final date of specified use of the Microloan confirming specified use of the Microloan funds (originals or copies with execution note of the bank);

- other documents requested by the Lender.

3.4.13. The Borrower can not enter into any kind of loan or credit agreements without prior written consent of the Lender, with the exception of credit agreements (credit line agreements) and factoring agreements. The Borrower shall notify the Lender of the fact of conclusion of such agreements no later than 5 (five) business days from the moment such agreements are signed and shall forward a scan copy to the Lender's email.

3.5. For the purposes of clause 3.1.3.16 hereof significant deterioration in condition of collateral of the Parties shall mean a change in its conditions that would have precluded the Lender from conclusion of this Agreement or would have facilitated its conclusion under significantly different conditions. In particular, the following circumstances apply to such conditions:

- in relation to a legal entity guarantor / pledger (another person that provided security for fulfillment of obligations of the Borrower) any of the events listed in clauses 3.1.3.2 has occurred - 3.1.3.6., 3.1.3.8. 3.1.3.15., 3.1.3.22 of this Agreement or there are other circumstances stipulated by the current legislation, as well as corresponding obligation ensuring execution of this Agreement;

- in relation to a person guarantor / pledgor (another person that provided security for fulfillment of obligations of the Borrower):

1) any of the events listed in clauses 3.1.3.2., 3.1.3.9., 3.1.3.11 of this Agreement has occurred, and the amount of obligations (unfulfilled claims) exceeds 10% of the loan amount under this Agreement, or

2) any of the events listed in clauses 3.1.3.14., 3.1.3.15 has occurred. Agreement regardless of the amount of obligations (unfulfilled claims), or

3) acceptance of statement for recognition of such person insolvent (bankrupt) by the court or publication of the creditor's statement of intent to appeal to court with a statement declaring such person insolvent (bankrupt) in open sources, or

4) a criminal case has been instituted and / or court conviction has been made and / or investigative / operational-search measures of any kind are being carried out and / or administrative measures have been applied to (in particular - expulsion, disqualification) as well as involvement in criminal proceedings of such person has been detected, or

5) registration of such person as an individual entrepreneur (if there is no such status at the time of conclusion of the securing agreement) or other cases stipulated by applicable law, as well as the corresponding obligations ensuring execution of this Agreement.

4. LIABILITIES

4.1. Unilateral penalty is charged to the amount of the Borrower's overdue obligations (repayment of the Microloan and interest) in amount of 0.75% of the outstanding obligations for each calendar day of delay starting from the day following the day set



out in Appendix № 1 hereof as the deadline for performance of respective obligations of the Borrower until the day of actual performance of such obligations.

4.1.1. Calculation of penalties and fines shall be made by the Lender in the event granting a basis for application of corresponding measures of civil liability. Calculation of penalties and respective claim for repayment shall be sent to the Borrower by e-mail to the address specified in this Agreement and / or by registered mail with delivery confirmation to the address indicated in this Agreement as the postal address.

4.2. The Lender is entitled to consider reducing penalty or providing the Borrower with a deferral of the accrued penalty.

4.3. Regardless of the nature of payment specified in respective settlement document the Lender has the right to account for amount insufficient to fulfill obligations of the Borrower hereunder received from the Borrower or third parties, as

- on a second-priority basis - outstanding interest;
- on a third-priority basis - principal debt overdue;
- on a fourth-priority basis - forfeit (fine, penalty);
- on a fifth-priority basis - interest accrued for the current payment period;
- on a sixth-priority basis - principal debt amount for the current payment period.

Performance of obligations to pay fines or forfeits hereunder by the Borrower does not exempt the Borrower from fulfilling his obligations under this Agreement in full.

4.4. The Borrower is obliged to inform the Lender of any change in his location, place of business, bank details specified in this Agreement as well as any other changes essential for full and timely fulfillment of obligations under this Agreement in writing within three business days.

4.5. In the event of default to perform hereunder as established by clauses 3.4.4, 3.4.5, 3.4.7, 3.4.12, 4.4 hereof by the Borrower, the Borrower shall pay a fine of 5,000 (five thousand) rubles for each violation within one business day from the day of receipt of respective claim.

4.6. In the event of failure to perform or improper performance hereunder as established in clauses 3.3.1. hereof by the Borrower (pertaining to notification deadline) 3.4.3., 3.4.10., 3.4.11 hereof, the Borrower shall pay a fine of 10,000 (ten thousand) rubles for each violation within one business day from the date of receipt of the respective claim.

4.6.1. In the event of failure to perform or improper performance hereunder as established in clause 3.1.3.17. hereof by the Borrower, the Borrower shall pay a fine of 10,000 (ten thousand) rubles for misuse of the Microloan. In addition to the specified fine, in case of violation of deadlines set by the Agreement for the provision of documents confirming specified use of the Microloan, the Borrower shall be obliged to pay a fine of 3,000 (three thousand) rubles for each day of delay in performance of this obligation, starting from the day following expiration of the term established by clause 3.1.3.17 hereof until the day requested documents are provided in full. The Borrower shall be obliged to pay the fines specified in this clause within one business day from the date of receipt of respective claim from the Lender.

4.6.2. If the Lender exercises the right to claim early fulfillment of obligations under this Agreement by the Borrower due to circumstances specified in clause 3.1.3 hereof, the Borrower shall pay a penalty of 3% within 5 (five) business days from the date of receipt of the respective claim from the Lender in the amount of 3% of the Microloan funds established by clause 1.2 of this Agreement.

4.7. In case of non-performance or improper performance by the Borrower of his obligations stipulated in clause 3.4.8 hereof, the Borrower shall pay a fine of 50,000 (fifty thousand) rubles for each violation within one business day from the date of receipt of respective claim.

4.8. In case of non-performance or improper performance by the Borrower of the obligations stipulated by this Agreement, the Lender is entitled to demand compensation for losses incurred as a result of non-performance or improper performance by the Borrower including fines imposed on the Lender by supervisory and regulatory authorities, from the Borrower.

4.9. By concluding this Agreement the Borrower guarantees and warrants the following:

- The Borrower is authorized to sign this Agreement in accordance with applicable law as well as constituent and other internal documents;
- the signatory person on the part of the Borrower is its authorized representative, all required consents and approvals for conclusion of this Agreement have been obtained, authorization of transaction procedure for conclusion of this Agreement, if necessary, has been obtained in accordance with requirements of applicable law, constituent and other corporate documents Borrower received;
- the Borrower does not have any signs or grounds that would testify to its insolvency, unsatisfactory financial condition or evidence of transactions by the Borrower with preference to satisfaction of claims of some creditors over others;
- adoption and fulfillment of obligations under this Agreement by the Borrower does not entail violation of any provisions of constituent documents and internal acts of the Borrower or violation of obligations to third parties under contracts to which the Borrower is a party, or violation of any judicial decisions or administrative acts or violation of provisions of the legislation of the Russian Federation;
- no criminal proceedings have been instituted, no convictions have been made, no investigative / operational-search measures or measures of administrative nature have been taken (in particular - ban on activities, suspension of activities, expulsion,



disqualification) with respect to the Borrower and / or its sole executive body and / or persons owning at least 25% of the authorized capital of the Borrower, given as well that these persons were not prosecuted;

- documents and information submitted or to be submitted during execution of this Agreement are reliable;
- the Borrower (represented by its founders / participants, sole executive body, other authorized persons or bodies) has no adopted decisions to amend constituent documents of the Borrower, no transactions altering corporate control structure (management) of the Borrower have been made as of the date of conclusion of this Agreement.

Guarantees and warranties set forth in this clause are essential for the conclusion and execution of this Agreement. The Borrower shall immediately notify the Lender of any changes regarding representations, guarantees and warranties provided in this clause throughout the term of this Agreement. If they are unreliable, the Borrower is obligated to prematurely fulfill his obligations hereunder and compensate the Lender for losses upon the respective claim within one business day from the date of its receipt .

5. FINAL PROVISIONS

5.1. This Agreement shall enter into force on the day it is signed and shall be valid until the Parties fulfill their obligations in full including the repayment of the Microloan, accrued interest, forfeits and fines.

5.1.1. Proper fulfillment of obligations of the Borrower under this Agreement shall be made at [●] № [●] from [●], concluded with [●]

5.2. Content and terms of this Agreement are confidential and are not subject to disclosure to any third parties, except on the grounds provided by applicable law. The party that allowed such disclosure of confidential information shall be liable in accordance with applicable law.

5.3. CEO of the Borrower bears subsidiary liability for obligations of the Borrower under this Agreement, unless otherwise provided by the contract of guarantee concluded with the CEO of the Borrower (if any).

5.4. This Agreement is made in 2 (two) copies having the same content and equal legal force: one copy for each of the Parties.

5.5. All requirements and notifications the Parties are entitled to send to each other throughout the term of this Agreement shall be signed by duly authorized persons. The Parties establish that necessary documents and requirements (legally significant messages) are transmitted via facsimile channels, e-mail specified in this Agreement. At the same time, the Party that receives such document has the right to demand original of the received document or its duly certified copy from the forwarder. Such requirement may be declared by the Party throughout the entire term of this Agreement and shall be fulfilled by the other Party in an immediate manner. Documents requested by the Lender in the manner prescribed by this Agreement shall be provided by the Borrower within one business day from the date of receipt of a corresponding request unless otherwise stipulated by this Agreement. If provision of such documents or information containing state secrets is necessary, such provision shall be made by the Party ensuring confidentiality of respective information.

5.5.1. The Parties determined that legally significant correspondence forwarded to the other Party by e-mail to the addresses specified in this Agreement is considered to be received by the addressee the next day after the day such E-mail has been sent. If legally relevant correspondence is sent to a legal or other postal address specified by the Borrower, the day of its receipt is considered to be the business day following the day of delivery of the letter to the post office at the recipient's address specified in this Agreement (place of delivery of mail).

5.6. All disputes, disagreements and claims (hereinafter referred to as the Disputes) arising from this Agreement or directly or indirectly related to it, including related to its conclusion, existence, amendment, execution, violation, termination and validity are subject to resolution in the Arbitration Court of Moscow city (if dispute is referred to the competence of a court of general jurisdiction, it is subject to consideration by the Presnensky District Court of Moscow city) at discretion of a plaintiff in accordance with applicable civil or arbitration procedural legislation (arbitration) administered by the Arbitration Center at the Russian Union of Industrialists and Entrepreneurs (RSPP) in accordance with its rules in force at the date lawsuit is filed.

If the Disputes are referred to arbitration court, subsequent arbitration award shall be final, binding on the Parties and shall not subject to challenge. The Disputes shall be resolved by a sole arbitrator.

The parties agree that documents and other materials within the framework of arbitration process may be sent to email addresses specified in this Agreement. The defendant Party has the right to submit a statement of defence to the filed lawsuit within 7 calendar days from the date of receipt of notification on acceptance of lawsuit from the Arbitration Center under the RSPP.

The Parties agree that consideration of the Disputes shall be carried out at arbitration tribunal in accordance with paragraph 6 of Art. 46 of the Rules of the Arbitration Center at the RSPP on the basis of documents available in the case without calling persons involved in and holding an oral hearing. The arbitration court meeting shall be held as soon as possible, not exceeding, if possible, 14 calendar days from the date of expiration of the period established by this Agreement for the defendant to submit a statement of defense.

Application for issuance of a writ of execution to enforce arbitration award may be submitted to a competent court of the subject of the Russian Federation at the place of arbitration award or to a competent court of the subject of the Russian Federation at location of the Party to the arbitration, depending on in whose favor arbitration award has been made.

When sending a pre-trial claim, the response time shall be 2 (two) business days from the date of receipt of such pre-trial claim, as this date is defined in clause 5.5.1 hereof.



5.6.1. The Parties do not object to and acknowledge that in the event of transfer of a dispute arising in connection with non-performance or improper performance of obligations by the Borrower hereunder to a court, consideration of the case under respective claim shall be subject to simplified proceedings, on the basis of paragraph 1 of part 2 art. 227 of the Arbitration Procedure Code of the Russian Federation and / or paragraph 3 part 1 art. 232.2 of the Civil Proceedings Code of the Russian Federation. The Borrower agrees that documents establishing recognized unfulfilled financial obligations of the Borrower as well as documents confirming debt of the Borrower under this Agreement for the purposes of simplified legal proceedings are: this Agreement, Schedule of payments to it and payment documents on provision of the microloan and other settlements under this Agreement .

5.7. Recognition of any terms and condition of this Agreement as unlawful or invalid does not affect legal force or validity of the remaining terms and conditions of this Agreement.

5.8. This Agreement constitutes full agreement of the Parties regarding its subject matter. Outcomes of all previous oral negotiations, agreements (except for confidentiality agreements) as well as correspondence of the Parties regarding its subject matter shall be considered null and void from the moment this Agreement is signed and sealed.

6. DETAILS AND SIGNATURES

The Lender

Kvatro-N Fund Microfinance Limited Liability Company

Place of location: 119034, Moscow city, Turtchaninov lane,
6, bld. 2, 2 floor, premise I office 22,
TIN 9717054493, RRC 770401001,
Settlement account 40701810302230000011,
With «ALFA-BANK» JSC, Moscow city,
Correspondent account 30101810200000000593,
BIC 044525593,
E-mail (any): a.alexandrov@nexusgc.ru,
sergey@nexusgc.ru, a.lashenov@nexusgc.ru.

The Borrower

[●]

[●]

_____/[●]

[●]

_____/[●]

