

**Microcredit Contract No. ....**  
**Individual Terms and Conditions**

....., 2019

Moscow, Russian Federation

<p><b>MICROCREDIT COST          SHALL CONSTITUTE          THREE HUNDRED POINT          ZERO PER CENT PER          ANNUM (300.000% per          annum)</b></p>	<p><b>TOTAL MICROCREDIT          COST SHALL CONSTITUTE          ONE THOUSAND RUBLES          00 KOPECKS (RUB          1,000.00)</b></p>
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Limited Liability Company Microcredit Company Genesis Group (OOO Microcredit Company Genesis Group), (Primary State Registration Number (OGRN) 1197746000957, registered address: 129090, Moscow, Sukharevskaya M, square, 3, an. 1, p. III k. 2, of. 23, registration number in the Public Register of Microfinance Organizations: 1903045009137, official website: <https://www.kiva.ru>, contact phone number + 7 4965-798-70-95), duly represented by **General Director Denis Anatolievich Rudenko**, acting based on the Company Charter, hereinafter referred to as the "Company", the "Lender", or the "Creditor", of the one part, and **Full name .....** (date of birth: ....., place of birth: ....., passport of the Russian citizen series ..... number ....., issued on .....  
 ....., by ....., subdivision code: ....., registered at: ....., residing at: ....., acting on his/her own behalf and for his/her own benefits, hereinafter referred to as the "Borrower", of the other part, hereinafter collectively referred to as the "Parties", and separately the "Party", have executed this Microcredit Contract No. .... (hereinafter – the "Contract") as follows:

*According to the Consumer Credit (Loan) Contract, under which the consumer credit (loan) repayment period doesn't exceed one year as of the conclusion date thereof, the Company shall not have the right to charge any interests, forfeits (fines, penalties), or impose other sanctions under the Consumer Credit (Loan) Contract, as well as charge any fees for services rendered by the Creditor to the Borrower under the Consumer Credit (Loan) Contract at extra cost, if and when such amount of charged interests, forfeits (fines, penalties), other sanctions imposed under the Consumer Credit (Loan) Contract, as well as any fees for services rendered by the Creditor to the Borrower under the Consumer Credit (Loan) Contract at extra cost, reaches the double amount of the provided consumer credit (loan) amount.*

*Upon the Borrower's default on repayment of the loan (microcredit) amount and (or) payment of any interests due under the Consumer Credit (Loan) Contract, under which the consumer credit (loan) repayment period doesn't exceed one year, the Company shall have the right to charge over the Borrower forfeits (fines, penalties) and other sanctions solely with regard to the outstanding part of the Borrower's principal debt.*

<b>Individual Terms and Conditions under the Consumer Credit (Loan) Contract</b>		
No.	Term and Condition	Description
1.	Credit (loan) amount or lending limit and lending limit modification procedure	<b>RUB.000.000</b> (..... rubles 00 kopecks) (hereinafter – the "Microcredit").
2.	Contract term, credit (loan) repayment period	The Contract shall come into effect as from provision of the Microcredit amount and shall be valid until fulfillment by the Parties of their obligations under the Contract. The loan repayment period and payment of accrued interest (Payment date) - dd.mm.yyyy. Within the aforementioned period, the Borrower shall repay the loan amount, as well any interests charged on the aforementioned amount pursuant to Clause 4 hereof. The next day shall be considered at the first overdue day.
3.	Credit (loan) currency	RUB
4.	Interest rate (interest rates) per annum; if a floating rate applies, determination procedure thereof according to the provisions stipulated under the Federal Law as of 21.12.2013 no. 353-FZ "On Consumer Credit (Loan)", rate value as on the date of providing to the borrower the Individual Terms and Conditions	Interests at the rate of ..... (.....) per annum shall be due for the Microcredit amount use.

**Individual Terms and Conditions under the Consumer Credit (Loan) Contract**

No.	Term and Condition	Description
5.	Procedure for determination of the foreign exchange rate in the framework of money transfer by the creditor to the third party specified by the borrower	Not applicable
5.1	Reference to any changes in the borrower's expenses, if the floating interest rate applicable under the contract over the consumer loan increases by one percentage point, commencing from the second installment as on the next following date upon the expected Contract execution date	Not available
6.	Number, amount and frequency (dates) of the Borrower's payments under the Contract, or procedure for determination of such payments	The Microcredit amount shall be repaid along with any interests charged on the Microcredit use, as well as any forfeits (penalties, or fines), provided that such forfeits (penalties, or fines) are charged and invoiced. The aforementioned amounts shall be due and payable on the last day of the period covered by the provided Microcredit amount, as specified by Clause 2 of these Individual Terms and Conditions. The total amount (Microcredit and amount of interests on the Microcredit use) shall constitute RUB ..... (..... rubles ..... kopecks), of which the amount of interest makes up ..... (..... rubles 00 kopecks) and the principal debt amounts to ..... (..... rubles 00 kopecks), due and payable on (dd.mm.yy.).
7.	Procedure for modification of the number, amount and frequency (dates) of the Borrower's payments in case of credit (loan) early partial repayment	The number and frequency of payments shall remain intact. The amount of single payment shall be reduced by the early repaid amount, subject to the provisions under Clause 2.15, as well as Chapter 3 of the General Terms and Conditions.
8.	Method of the Borrower's performance under the Contract, at the Borrower's location	The Borrower shall have the right to perform under the Contract on repayment of the Microcredit amount, payment of any interests thereon, as well as any other obligations, subject to any potential commissions charged by the organizations involved in the receipt and transfer of money, in the following ways: (a) by money transfer to the Company's bank account according to the details indicated on the Website, (b) by money transfer through Visa, MasterCard and MIR systems on the Company's website at _____, (c) in other different ways indicated on the Company's Website and (or) in one of the ways communicated to the Borrower and specified by Clause 16 of these Individual Terms and Conditions. The Borrower shall independently bear all and any necessary and applicable costs (commissions) charged by the organization involved in the receipt and transfer of money; thereat, the Company shall not charge from the Borrower any fee for money credited as repayment of the Microcredit amount, payment of interests thereon, payment of any forfeits (penalties), etc. Prior to making any payment, the Borrower shall familiarize with the conditions thereof, as well as with any costs which could be incurred by the Borrower under the particular money transfer method.
8.1.	Gratuitous method of the Borrower's performance under the Contract	The Borrower shall have the right to perform gratuitously under the Contract on repayment of the Microcredit amount, payment of any interests thereon, as well as any other obligations, in the following way: by money transfer to the Company's bank account according to the details indicated on the Website or through the Borrower's personal account in the manner determined under the Company's General Terms and Conditions of the Microcredit Contract.
9.	Borrower's obligation to enter into other contracts	Not applicable

**Individual Terms and Conditions under the Consumer Credit (Loan) Contract**

Digital identifier of the equivalent handwritten signature

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No.	Term and Condition	Description				
10.	Borrower's obligation to provide a security for his/her obligations under the Contract and requirements to such a security	Not applicable				
11.	Goals of the consumer credit (loan) use by the Borrower	Not applicable				
12.	Borrower's liability for improper fulfillment of the Contract provisions, amount of forfeit (fine, penalty) or determination procedure thereof	<p>In cases of the Borrower's default (improper fulfillment) of any obligations related to repayment of the Microcredit amount and (or) payment of interests thereon, the Company shall have the right to claim, and the Borrower shall pay a forfeit (fine, penalty) in the amount of 20 (twenty) per cent per annum over the period of such default (improper fulfillment).</p> <p>The Company shall have the right to charge or claim a forfeit (fine or penalty) commencing from the first calendar day of the Borrower's default (improper fulfillment) on the aforementioned obligations. For the purposes of forfeit (fine or penalty) calculation, it shall be necessary to take into account the actual number of default (improper fulfillment) days and the actual number of days in the calendar year. The payment of any forfeit (fine or penalty) shall not exempt the Borrower from proper fulfillment of any obligations stipulated under the Contract, including the Borrower's obligation on repayment of the Microcredit amount and payment of any interests thereon.</p>				
13.	Assignment of any rights (claims) under the Contract by the Creditor to third parties	<p>The Company shall have the right to assign, either fully or partially, its rights (claims) stipulated under the Contract, as well as pledge such rights (claims) to any third parties, on the terms and conditions determined by the Company at its sole discretion, provided that statutory provisions of the Russian Federation are observed under the assignment of such rights (claims).</p> <table border="1" data-bbox="549 887 893 1003"> <tr> <td data-bbox="549 887 791 949">PRO</td> <td data-bbox="791 887 893 949"></td> </tr> <tr> <td data-bbox="549 949 791 1003">CONTRA</td> <td data-bbox="791 949 893 1003"></td> </tr> </table>	PRO		CONTRA	
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14.	Borrower's acceptance of the Contract GENERAL TERMS AND CONDITIONS	The Borrower has read and understood agrees to and accepts to the fullest extent the General Terms and Conditions of the Company's Microcredit published on the Company's Website at _____ and available at the Company's place of business.				
15.	Services rendered by the Creditor to the Borrower at extra cost, as may be necessary for the Contract execution, price and determination procedure thereof, as well as the Borrower's consent to the provision of such services	Not applicable				
16.	Exchange of information between the Creditor and the Borrower	<p>The Parties have agreed, and the Borrower hereby acknowledges and accepts to the fullest extent that (a) the Parties shall have the right to exchange legally relevant communications by telephoned messages, postal correspondence (forwarded by the Russian Post, courier services, express delivery, etc.); (b) the Company shall have the right to send to the Borrower legally relevant communications by e-mail, SMS, messages (text and video) placed on websites through the Internet, as well as by placing such legally relevant communications in the Borrower's personal account on the Company's Website; (c) the Company shall have the right to send to the Borrower legally relevant communications by making calls from the Company's contact phone number to the Borrower's contact phone number. Any legally relevant communications forwarded by the Company to the Borrower by postal correspondence shall be considered by the Parties as duly delivered on expiration of 10 (ten) calendar days as of the forwarding day thereof, whereas in the case of any telephone call made from the Company's contact phone number to the Borrower's phone number as of the moment of such call.</p> <p>Any legally relevant communications forwarded by the Company to the Borrower in any other ways shall be considered as duly delivered on the next business day after the forwarding day. All legally relevant communications shall come into effect as of the moment of receipt thereof.</p> <p>The Borrower shall, within a reasonable time, but in any case at the latest of 7 (seven) calendar days upon occurrence of the relevant modifications, notify the Company about any modifications in his/her passport data, contact phone numbers, e-mail addresses, etc.; in addition, the Borrower shall browse the Company's Website and access the Borrower's personal account on the Company's Website, at least 1 (once) per 7 (seven) days.</p>				
<b>Individual Terms and Conditions under the Consumer Credit (Loan) Contract</b>						

No.	Term and Condition	Description
17.	Borrower's consent to other documents drafted by the Creditor	The Borrower has read and understood, agrees to and accepts to the fullest extent the Microcredit Regulations, the Website Terms of Use, the Personal Data Processing and Protection Policy, the Electronic Signature Agreement, as well as consents to the personal data processing, to the processing of personal data related to credit history and to disclosure of any data included in the general credit history, as well as any other documents familiarized with, consented to and fully accepted by the Borrower on submission to the Company the application for Microcredit, with reference to which the Company has drafted these Individual Terms and Conditions.
18.	Credit (loan) early repayment in its entirety by the Borrower	According to the procedure stipulated under the Company's General Terms and Conditions of the Microcredit Contract.
19.	Methods and terms of Acceptance of these INDIVIDUAL TERMS AND CONDITIONS	These INDIVIDUAL TERMS AND CONDITIONS shall be accepted by the Customer in the manner stipulated under the GENERAL TERMS AND CONDITIONS.
20.	Additional warranties and representations of the Borrower	<p>The Borrower hereby represents and warranties, that (a) the Borrower understands and accepts to the fullest extent all provisions of the Contract, without any reservations and (or) exceptions; (b) the Borrower is not subject to any limited legal capacity and has all powers to execute this Contract; (c) the Borrower understands the provisions of this Contract, including the Microcredit amount, the amount of interests, the amount of excess payment and any other provisions; further, the provisions of this Contract are not burdensome or unfavorable for the Borrower; (d) the Borrower is entering into this Contract voluntarily and for his/her own benefit, without any coercion, as well as not by virtue of any confluence of difficult circumstances; (e) the Borrower acknowledges and agrees that, by entering into this Contract, the Borrower has all opportunities for the due performance thereof, that the performance of this Contract will not affect the Borrower's financial standing and will not put the Borrower in need for money necessary to support his/her subsistence; (f) the Borrower acknowledges that the Borrower has been fully notified of and understands any potential risks associated with undue fulfillment by the Borrower, acting as the financial service beneficiary, of any obligations stipulated under the Microcredit Contract, as well as any adverse financial effects caused by the financial service use, and the Borrower is entering into this Microcredit Contract being aware of all the aforementioned risks and effects; (g) the Borrower hereby acknowledges that the Borrower has been fully notified of, and understands all information sufficient enough for the Borrower to take an informed decision on expedience of this Microcredit Contract, and the Borrower has thoroughly analyzed his/her own financial standing and has taken into account the debt burden amount against his/her current financial standing, the expected terms of money receipts necessary to perform under the Microcredit Contract, as well as the risk of any force majeure circumstances which could cause his/her failure to perform under this Microcredit Contract; (h) the Borrower hereby acknowledges that all data and other information indicated by the Borrower in the Application, as well as all documents provided by the Borrower at the moment of completing and submitting such Application are reliable, complete and factually accurate; the Borrower hereby acknowledges any possible liability for any illegal actions committed by the Borrower; (i) the Borrower also acknowledges and agrees that these Individual Terms and Conditions (1) have been made by reference to the Borrower's Application submitted by the Borrower to the Company, based on the data about the Borrower's financial standing, taking into account that the Borrower has read and accepted the General Terms and Conditions of the Microcredit Contract and all documents specified by Clause 17 of the Individual Terms and Conditions; the Borrower further acknowledges that the aforementioned documents have been received by the Borrower along with these Individual Terms and Conditions; (2) include terms and definitions used in the General Terms and Conditions of the Microcredit Contract; (3) along with the General Terms and Conditions of the Microcredit Contract, constitute an integral part of the Microcredit Contract and shall be interpreted and applied jointly with the General Terms and Conditions; (4) have been signed by the Borrower with an e-signature, if applicable.</p>

**Individual Terms and Conditions under the Consumer Credit (Loan) Contract**

No.	Term and Condition	Description
21.	Exclusive courts to consider disputes related to the Creditor's claims against the Borrower	All and any claims of the Company to the Borrower in connection to the execution, performance, failure to perform (undue performance), as well as validity (invalidity, non-execution) of this Microcredit Contract, as well as the Company's claims to the Borrower related to any extra-contractual obligations shall be referred for consideration to the competent court, specifically the Leninsky District Court for the city of Krasnodar, or to the Justice of the Peace at the Court District No. 231 for Zapadny Inner City District of Krasnodar.
22.	The borrower's details	Full name (date of birth: ....., place of birth: ....., passport of the Russian citizen series ..... number ....., issued on ..... by ..... , subdivision code: ....., registered at: ..... , residing at:..... , contact phone number: .....)
23.	The lender details	OOO Microcredit Company Genesis Group Primary State Registration Number (OGRN) 1197746000957 Taxpayer Identification Number (INN) _____ Tax Registration Reason Code (KPP) _____ Account _____ with _____ Correspondent account _____ RCBIC _____

**QR code with the minimum width of 20 mm specifying the following details:**

- 1. company name, number in the public register, phone number**
- 2. link to the website with the published microcredit regulations**
- 3. link to the official website**
- 4. link to the SRO website**
- 5. link to the online reception of the Bank of Russia**
- 6. link to the personal account entry page**
- 7. link to the online reception of the Federal Bailiff Service of Russia**

**General Conditions of Consumer loan Agreement**  
**(effective from 08/11/2019)**

**1. General Provisions. Terms and Definitions**

1.1. These General Conditions of the Microloan Agreement (hereinafter referred to as General Conditions) have been developed and approved by the Company in accordance with the provisions of the article 5 of the Federal Law No. 353-FZ as of December 21, 2013 On Consumer Credit (Loan) and the provisions of the Federal Law No. 151-FZ as of July 2, 2010 On Microfinance Activity and Microfinance Organizations for the purpose of regulation of the relationships, which arise between the Company and the Potential Borrower (Borrower) in connection with provision of Microloans by the Company.

1.2. Within these General Conditions the terms and definitions below shall be used equally in singular and plural form, unless otherwise clearly follows from the meaning and/or the context, where the term and/or the definition is used, and shall have the following meanings:

- Date of Payment is a calendar date, defined in the Individual Conditions and/or Payment Schedule, when the correspondent payment shall be made as repayment of the amount of the Microloan and payment interest for its use;

- Payment Schedule is an integral part of the Individual Conditions of the Loan Agreement (an integral part of the Microloan Agreement), including the dates, the frequency and the amounts of payments, which shall be performed by the Borrower within this Microloan Agreement as repayment of the amount of the Microloan and payment interest for its use. In case the Microloan Agreement implies only one payment as repayment of the Microloan amount and the interest for its use, the Payment Schedule shall not be executed, and the date of payment and the amount of payment shall be specified directly in the Microloan Agreement;

- Agreement (Microloan Agreement) is the complex of the Individual and General Conditions, which constitute one deal (agreement, contract);

- Debt is the funds, which shall be paid by the Borrower to the Company in accordance with the conditions of the Microloan Agreement, including the amount of the Principal Debt and the amount of the accrued Interest and Penalty;

- Loan (Principal Loan) is the funds, provided by the Company to the Borrower and due in accordance with the Microloan Agreement;

- Borrower is the person, who concluded the Microloan Agreement with the Company in the manner and on the terms, established by these Rules;

- Card is a bank card (except for the prepaid card) of Visa International, MasterCard Worldwide or MIR payment system;

- Individual Conditions (of the Microloan Agreement) are the substantial conditions of the Microloan Agreement, addressed by the Company to the Potential Borrower (Borrower), including but not limited to the amount of the microloan, the interest for its use and also other substantial conditions of the Microloan Agreement, agreed upon by the parties;

- Contact E-mail of the Company is the e-mail address, located in the domain (on the website) of the Company, which serves for communication with the Company, namely the following address: [info@kiva.ru](mailto:info@kiva.ru);

- Contact E-mail of the Borrower (Potential Borrower) is the e-mail address, registered by the Borrower (Potential Borrower) by its own and specified by it in the Request and/or the Microloan Agreement, which serves for communication with the Borrower (Potential Borrower) by the Company;

- Contact Phone of the Company is the telephone number, associated with the Company, which serves for communication between the Borrower (Potential Borrower) and the Company, namely the following number: +74957987095;

- Contact Phone of the Borrower (Potential Borrower) is the telephone number, associated with the Borrower (Potential Borrower) and specified by it in the Request and/or the Microloan Agreement, which serves for communication with the Borrower (Potential Borrower) by the Company;
- Personal Account is a section of the Website, available to and used only by the Potential Borrower (Borrower) upon registration at the Website by entering authentication data, chosen by the Potential Borrower (Borrower) by its own or provided to it by the Company;
- Consumer loan (Microloan) is the amount of funds, specified in the Individual Conditions, provided to the Borrower;
- Company is Limited Liability Company Microcredit Company "Genesis grupp" (LLC MCC " Genesis grupp"), (Primary State Registration Number (OGRN) 1197746000957, Registration Number in the State Register of Microfinance Organizations 1903045009137, address of the official website: <https://kiva.ru>, contact phone number +74957987095);
- General Conditions are the general conditions of the Microloan Agreement, which are an integral part of the Microloan Agreement, developed by the Company in accordance with the provisions of the article 5 of the Federal Law No. 353-FZ as of December 21, 2013 On Consumer Credit (Loan), located at the website, which define general rights and obligations of the Company and the Borrower, which arise from the Microloan Agreement;
- Potential Borrower is a natural person, who submitted a Request to the Company;
- Request (Application) is an application of the Potential Borrower for a Microloan and conclusion of the Microloan Agreement, and an application of the Borrower as well for change of the amount and/or the term of the Microloan Agreement and conclusion of an supplementary agreement to that Agreement, sent by the Potential Borrower (Borrower) to the Company in the manner, established by the Conditions and Rules of Microloan Provision;
- Rules of Microloan Provision are the rules of provision of microloans, developed by the Company in accordance with the provisions of the article 8 of the of the Federal Law No. 151-FZ as of July 2, 2010 On Microfinance Activity and Microfinance Organizations located at the Website of the Company;
- Website is the official website of the Company located at the address: <https://kiva.ru>, which is administered by the Company;
- The Agreement on Use of an Electronic Signature is an agreement on use of the electronic signature, developed by the Company, located at the Website;
- Unique Identifier (Code) is the unique symbol code, which serves as a key of a simple electronic signature, generated by the software and hardware complex of the Company, sent to the Contact Phone of the Borrower (Potential Borrower) and included into the electronic document by means of entering such unique identifier (code), and confirming signature by the Potential Borrower (Borrower) of the corresponding document;
- Electronic Signature is a simple electronic signature, similar to the handwritten signature of the Potential Borrower (Borrower), including the documents (information), generated by means of the Website, which include the identifiers, generated on the basis of the unique identifier (code), entered by the Potential Borrower (Borrower), and received by the Potential Borrower (Borrower) via the Contact Phone of the Borrower.

## **2. Subject of the Microloan Agreement. Order and Conditions of Submitting Requests, Provision, Use and Repayment of the Microloan**

2.1. Within the Microloan Agreement the Company transfers ownership of funds (Microloan Amount) to the Borrower under the conditions of repayment, interest payment and maturity for the purposes, not connected with performance of business activity by the Borrower, and the Borrower shall repay the Microloan Amount to the Company and pay interest for its use in the manner and on the terms, established by these General Conditions and the Individual Conditions.

2.2. The Microloan, provided by the Company is not a special-purpose loan and is provided to the Borrowers for any purposes, which do not contradict with the requirements of the legislation of the Russian Federation and are not connected with performance of business activity by the Borrower. The Microloan Amount is provided in rubles without security for the obligations in the form of a deposit and/or guarantee. The Borrower does not need to conclude any other deals (agreements, contracts) in order to submit a Request, or conclude this Agreement.

2.3. The Company provides the Borrowers with the Microloans and concludes Microloan Agreements for the amount, specified in the Individual Conditions, and on the terms, established by the Individual Conditions.

2.4. The Company defines the interest rate for the use of the provided Microloan Amount, which shall be specified in the Individual Conditions, on the basis of the amount of the Microloan, the term, for which it is provided and also the results of analysis of the Borrower's Request.

2.5. While providing the Microloan to the Borrower, the Company is entitled to decrease the amount of the interest rate, which shall be specified in the Individual Conditions, at its own discretion.

The interest rate under the Microloan, provided to the Borrower, can be decreased to 0.000% (zero per cent per annum) at the discretion of the Company, which shall be specified in the Individual Conditions.

The company is entitled to accrue or cease accruing interest for use if the Microloan Amount, forfeit (fine, penalty) or decrease their amount.

2.6. The Company is entitled to establish a debt limit in relation to the Borrower. The Company shall notify the Borrower on the amount and the range of the debt limit under the Microloan Agreement via text message and/or Personal Account. Furthermore, the Company shall define the amount of loan, which can be provided to the Borrower, within the maximum amount of the debt limit.

2.7. In case the Borrower chooses crediting of funds to the bank card, opened to the name of the Borrower as the way of getting the Microloan Amount, for the purpose of check of validity of such card and the fact of its belonging to the Borrower the Company is entitled to (a) claim for provision of the photo of the card, (b) temporarily block or write off the amount up to eleven (11) rubles from the card, and the Borrower shall communicate to the Company the information on the particular amount, blocked at its account (withdrawn from the account), by means of entering the correspondent information on the Website, for confirmation of validity of the card and its belonging to the Borrower). Herewith in case of writing off the funds in accordance with this point, this amount is subject to repayment to the bank card of the Borrower within twenty four (24) hours upon the moment of performance of the transaction on writing off without taking any additional payment and/or fee from the Borrower.

2.8. Consideration and analysis of the received Application, and if necessary, a request for additional documents and (or) information, is carried out by the Company in the manner prescribed by the Rules for the provision of microloans, within 2 (two) calendar days from the date of receipt of the Application and subject to its compliance with the requirements of these General terms and conditions of the provision of microloans. In cases where, in accordance with the Rules for the provision of microloans, the Company has decided to provide the Borrower with the amount of the Microloan and the conclusion of the Microloan Agreement with him, the Company shall inform the Borrower in one of the ways established by these General Conditions and the Rules for the provision of microloans.

2.9. During the consideration of the Application, the Company forms a complete package of documents necessary for concluding an agreement so that the Borrower has the opportunity to familiarize themselves with them, and also creates and provides for review the draft Individual Conditions for the Microloan Agreement, thereby inviting to make an offer (guided by the provisions of part 1 of the article 437 of the Civil Code of the Russian Federation). The borrower has the right to inform the creditor of his consent to receive a consumer loan (loan) on the proposed conditions, within 5 (five) business days by performing the following actions, depending on the method of sending the Application:

- if the Application is submitted via the Site, the direction is carried out by the Borrower by signing the draft Individual conditions of the Microloan Agreement by the Borrower and submitting this offer to the Lender (signing is done by entering the unique identifier (code) received by the Potential borrower to the Borrower's contact telephone number (signing by analogue handwritten signature - Electronic signature));
- if the Application is submitted by contacting the Borrower from the Borrower's Contact Phone Number to the Company's Contact Phone Number in the manner specified above, in which case the relevant provisions of these General Conditions apply.

The schedule of payments, which is an integral part of the Individual Conditions, is communicated to the Borrower as part of the Individual Conditions prior to their acceptance.

2.10. After the Borrower has completed actions aimed at signing for his part the draft Individual Conditions in accordance with clause 2.8. of these General Terms and Conditions and an offer to the Company, the Company decides to issue a Microloan within 2 (two) business days and upon making a positive decision, accepts the Individual Conditions by providing the Borrower the amount of the Microloan by transferring it in the following way:

- transfers of funds to the Borrower's bank card at the details specified in the Application, which was confirmed during registration.

The amount of the Microloan is transferred (transferred) to the Borrower within 1 (one) banking day from the moment of acceptance by him of the Individual conditions of the Loan Agreement. After the amount of the

Microloan is received on the bank card of the Potential Borrower (Borrower), the Microloan Agreement is deemed to be concluded and entered into force.

2.11. In case of receipt of the Microloan Amount by the Borrower on its bank card, it is assumed, unless the otherwise expressly provided in, that the Borrower agrees that the Company has a right to non-acceptance writing-off the debt of the Borrower as repayment of the amount of Microloan and payment of the interest for its use, and in case of the forfeit (fine, penalty), accrued by the Company, to payment of such forfeit (fine, penalty). The Borrower is entitled to reject the non-acceptance writing-off from its bank card by sending the corresponding application to the Company by contacting from the Contact Phone of the Borrower to the Contact Phone of the Company, submitting an application to the Contact E-mail of the Company or submitting the written application to the Company. In case the Borrower agrees to non-acceptance writing-off, the correspondent amounts can be written off by the credit company, which issued the bank card of the Borrower, on the basis of an application sent by the Company on any day, following the last day of non-fulfillment of the obligations on repayment of the Microloan Amount and payment of the interest for its use by the Borrower. The Company retains the right to accrue interest for use of the Microloan Amount, as well as the applicable forfeits (fines, penalties) for the period, accounting from the moment of delay of fulfillment of the obligations by the Borrower until the moment of submitting of an application for non-acceptance writing-off to the credit company, which is not subject to approval or another authorization by the Borrower, as well as a separate notification of the Borrower.

2.12. The interest for use of the Microloan Amount shall be accrued upon the day, following the day of provision of the Microloan, until the day of complete repayment of the Microloan to the Company inclusive (except for the cases of repayment of the Microloan on the day of its provision). Unless otherwise is provided for by the Individual Conditions, the interest for use of the Microloan Amount shall be paid simultaneously with repayment of the Microloan.

2.13. For the purpose of calculation of the interest for use of the Microloan Amount, the duration of the calendar year is deemed amounting to three hundred and sixty five (365) days, and the amount of days in a calendar month is deemed amounting to the actual number of calendar days in the corresponding month.

2.14. Depending on the provisions of the Individual Conditions the amount of the Microloan and the interest for its use shall be repaid (paid) on the Payment Date, agreed upon by the Parties (by a single payment), or on the Payment Dates, defined in accordance with the Payment Schedule, herewith each of the due regular payments shall include the part of the repaid Microloan Amount and the part of the interest for its use. In case of receipt of the amount of payment on the bank account of the Company prior to the Payment Date, defined by the Payment Schedule, unless otherwise follows from the provisions of the article 3 hereof, the Borrower's obligation on performance of such payment shall be deemed as fulfilled as of the corresponding Payment Date, defined by the Payment Schedule.

2.15. The Company shall transfer the funds, received from the Borrower, for repayment of the debt under the Microloan Agreement in the following order:

- debt on interest;
- principal debt;
- forfeit (penalty);
- interest, accrued for the current payment period;
- amount of the principal debt for the current payment period;
- other payments, provided for by the legislation of the Russian Federation on consumer credit (loan) of Microloan Agreements, namely the amounts of state duties and other expenses of the Company, connected with fulfillment of the obligations of the Borrower under the Microloan Agreement.

2.16. The Borrower is entitled to fulfill its obligations on repayment of the Microloan Amount, payment of the interest for its use, as well as other obligations, by transfer of the funds to the bank account of the Company following the banking details, specified on the Website, or by transfer of funds via the Personal Account of the Borrower.

The Borrower is entitled to fulfill its obligations on repayment of the Microloan Amount, payment of the interest for its use, as well as other obligations, including any possible fees, charged by the organizations, which accept and transfer the funds, as follows: (a) by transfer of funds to the bank account of the Company following the banking details, specified on the Website, (b) via the Personal Account of the Borrower and in other ways, specified on the Website of the Company and/or communicated to the Borrower by any of the ways, specified in the point 8.1. hereof. The Borrower shall compensate for all and any required and applicable expenses (fees), charged by the organizations, which accept and transfer the funds, at its own account, herewith the Company does not charge the Borrower for any crediting of funds as repayment of the Microloan Amount, payment of the interest for its use,

payment of forfeit (penalty) etc. Prior to repayment, the Borrower shall get familiar with the conditions of performance of such repayment as well as expenses which it might bear due to the chosen means of transfer of funds.

2.17. The Borrower's obligations on repayment of the Microloan Amount, payment of the interest for its use, as well as other financial (money) obligations shall be deemed as fully fulfilled as of the moment of receipt of the corresponding amount of funds on the bank account of the Company. In case it is impossible to identify the Borrower's payments, such payments shall be deemed as received upon univocal identification of their purpose.

2.18. In case of payment by the Borrower to the Company the amounts, exceeding the Borrower's obligations, arising from the Microloan Agreement, such amounts shall be refunded to the Borrower following its written application within ten (10) working days upon the moment of provision of the written refund claim by the Borrower to the Company. Accrual of interest for use of excessively credited funds shall not be performed.

### **3. Advance Repayment of the Microloan Amount**

3.1. The Borrower is entitled to repay the whole amount of the Microloan ahead of schedule within fourteen (14) days upon the date of receipt of the Microloan Amount, without prior notification of the Company on this fact with payment of the interest for the actual term of use of the Microloan Amount. To exercise this right, the Borrower is entitled to contact the Company via a phone call from the Contact Phone of the Borrower to the Contact Phone of the Company, by writing an e-mail to the Contact E-mail of the Company or submitting a written application to clarify the amount of funds, required for complete advance repayment.

3.2. The Borrower is entitled to repay the Microloan Amount fully or partially ahead of schedule by notifying the Company on this fact via a phone call from the Contact Phone of the Borrower to the Contact Phone of the Company, by writing an e-mail to the Contact E-mail of the Company or submitting a written application at least ten (10) calendar days prior to the day of full or partial repayment of the Microloan Amount. In case of partial advance repayment, the amount, transferred by the Borrower as a partial advance repayment, shall be paid as of the day of performance of the regular payment for repayment of the Microloan Amount and payment of the interest for its use. In case such day shall occur more than ten (10) calendar days upon notification of the Company by the Borrower, this partial advance repayment shall be accounted on the tenth (10<sup>th</sup>) day upon notification of the Company on this fact. In the cases, specified in this point, the Borrower shall pay the interest for use of the Microloan Amount to the Company inclusive until the day of actual repayment of the corresponding Microloan Amount or its part.

3.3. Within five (5) calendar days upon the moment of receipt of notification from the Borrower in accordance with the point 3.2., the Company shall perform calculation of the amount of the principal debt and the interest for the actual term of use of the Microloan Amount, due by the Borrower as of the day of notification of the Company on such advance repayment, and provide the specified information to the Borrower. In case partial (full) advance repayment leads to change of the full cost of the Microloan and/or the Payment Schedule, the Borrower shall be provided with the updated amount of Microloan and/or the Payment Schedule by any of the ways, provided for by the Individual Conditions.

### **4. Extension of the Term of the Loan**

4.1. At the request of the borrower, the repayment period can be extended if the ban on the extension was not established by the individual terms of the contract.

4.2. Extension of the loan repayment term is carried out in the time and manner stipulated by the additional agreement concluded between the Company and the Borrower.

### **5. Liability of the Parties**

5.1. In case of violation of the conditions of the Microloan Agreement by the Borrower in the part of non-fulfillment (improper fulfillment) of the obligations on repayment of the Microloan Amount and/or payment of the interest for its use, the Company is entitled to claim for, and the Borrower is obliged to pay a forfeit (fine, penalty), which can amount to:

Up to 20 per cent per annum of the non-received or untimely received amount (for the period, when under the conditions of the Microloan Agreement, interest is accrued on the amount of the loan for the corresponding period of violation of the obligations);

Up to 0.1 per cent for each day of violation of the obligations of the whole amount of outstanding or untimely received amount (for the period, when under the conditions of the Microloan Agreement, interest is not accrued on the amount of the loan for the corresponding period of violation of the obligations).

In accordance with the conditions of the Microloan Agreement, the accrual of a forfeit (fine, penalty) can be established within the amounts, specified above, depending on duration of the period of violation of the obligations on repayment of the Microloan Amount and/or payment interest for its use by the Borrower. The particular conditions regarding a forfeit (fine, penalty) are agreed upon by the Parties in the Individual Conditions.

5.2. The Company is entitled to accrue and claim for payment of a forfeit (fine, penalty) upon the first calendar day of nonfulfillment (improper fulfillment) of the above obligations by the Borrower. For the purpose of calculation of a forfeit (fine, penalty) the actual number of days of nonfulfillment (improper fulfillment) of the obligations and the actual number of days in the calendar year are accounted for.

5.3. Payment of a forfeit (fine, penalty) shall not release the Borrower from due fulfillment of the obligations, arising from the Microloan Agreement, namely regarding repayment of the Microloan Amount and payment of the interest for its use.

5.4. When it is established by the Individual Conditions, in the cases of nonfulfillment (improper fulfillment) of the conditions of the Agreement on repayment of the amount of Microloan and/or payment of interest for its use by the Borrower, the Company is entitled to unilaterally increase the amount of the interest rate for use of the Microloan Amount. This is considered a liability of the Borrower for illegal retaining of funds, avoidance of their repayment or any other delay in payment.

5.5. The Company retains the right to cease implementation of the Microloan Agreement and/or reject its fulfillment by claiming repayment of the Microloan Amount and payment of the interest for its use in the following cases:

- the Borrower has provided wrong, invalid, inaccurate, partial or misleading information or fake documents upon submission of the Request and/or conclusion of the Microloan Agreement, or the Borrower failed to provide the original documents or their duly certified copies at the request of the Company;
- rise of suspicions or evidence or declaration by the authorized public body of the fact of the Borrower's participation in legalization and/or laundering of funds, received through crime or financing of terrorism.

5.6. The Borrower shall unilaterally bear the risk of occurrence of all adverse consequences, which can arise in connection with non-fulfillment of the obligations, provided for by the Agreement on Use of an Electronic Signature.

## **6. Cession (Pledge) of Rights (Claims)**

6.1. In the cases when it is established by the Individual Conditions, the Company is entitled to fully or partially cede its rights (claims), and also pledge such rights (claims), arising from the Microloan Agreement, to the third parties under the conditions, defined by the Company at its own discretion, in case of observation of the requirements of the applicable regulations of the legislation of the Russian Federation at cession (pledge) of such rights (claims).

6.2. In the cases when cession (pledge) of the rights (claims), arising from the Microloan Agreement, is allowed by the Individual Conditions, the Borrower shall keep all rights, provided to it in relation to the primary creditor (Company) in accordance with applicable regulations of the legislation of the Russian Federation, in relation to the new creditor.

6.3. The Company is obliged to notify the Borrower on cession of the assignment of rights in the way, specified in the Microloan Agreement within at least fifteen (15) working days upon the date of cession of the assignment of rights.

6.4. The Borrower accepts and agrees that in cases where cession of rights (claims), as well as pledge of rights (claims), arising from the Microloan Agreement, is allowed by the Individual Conditions, the Company is entitled to transfer the personal data of the Borrower with observation of the applicable regulations of the legislation of the Russian Federation. Herewith the person/entity, to whom such rights (claims) were ceded (pledged) shall keep the bank secret or another secret, protected by the law, and personal data, which has been disclosed to it in connection with the cession, shall provide confidentiality and security of the above data and shall bear responsibility for their disclosure.

6.5. The Borrower is not entitled to cede (pledge) its rights (claims), arising from the Microloan Agreement, to the third party without prior written consent of the Company.

## **7. Settlement of Disputes**

### **7. Разрешение споров**

7.1. In case of violation of the term of repayment of the Microloan Amount and/or payment of the interest for its use by the Borrower, the Company shall send to the Borrower a claim in any way, specified in the point 8.1(b) hereof, and in case of refusal from full or partial satisfaction of this claim within thirty (30) days upon the moment of its submission, or in case of absence of the answer within the specified term, the Company is entitled to apply to the competent court in accordance with the point 7.2 hereof.

7.2. All and any requirements of the Company to the Borrower in connection with conclusion, implementation, non-fulfillment (improper fulfillment), and also in connection with validity (invalidity, failure to conclude) a Microloan Agreement, as well as the Company's claims to the Borrower in connection with non-contractual obligations are subject to submission for consideration to the competent court at the place of receipt of the Individual Conditions of the Loan Agreement (Offer) by the Borrower, i.e. at location of the Company.

7.3. Hereby the Borrower accepts and agrees that in the cases, established by the applicable regulations of the legislation of the Russian Federation, the Company is entitled to address the competent court, in accordance with the provisions of the point 7.2 hereof, with application for issue of the court order.

7.4. All and any claims of the Borrower to the Company, in connection with conclusion, implementation, non-fulfillment (improper fulfillment), and also in connection with validity (invalidity, failure to conclude) of a Microloan Agreement, shall be considered by the competent court, defined in accordance with the applicable provisions of the legislation of the Russian Federation.

## **8. Message Exchange**

8.1. The Parties have come to an agreement that the Borrower confirms and fully agrees with the following: (a) the Parties are entitled to exchange legally significant messages by means of telephoned messages, postal correspondence (sent by the Post of Russia, courier services, special messengers, etc.), (b) the Company is entitled to send legally significant messages to the Borrower by e-mail, text messages (SMS) and audio (IVR) messages, messages (video), as well as by placement of such legally significant messages in the Personal Account on the Website, (c) the Company is entitled to send legally significant messages to the Borrower by performance of telephone calls from the Contact Phone of the Company to the Contact Phone of the Borrower, including by using an auto-informant. The legally significant messages, sent by the Company to the Borrower in the form of postal correspondence, shall be deemed by the Parties as duly delivered ten (10) calendar days upon the moment of their sending, and in case of their transfer by a telephone call from the Contact Phone of the Company to the Contact Phone of the Borrower – as of the moment of performance of such call. The legally significant messages, sent by the Company to the Borrower in any other way, shall be deemed as duly delivered on the following day upon their sending. The legally significant messages shall come into effect upon the moment of their receipt by the Borrower (Company). In case of sending of messages on behalf of the Borrower by the third party, acting on its behalf, the duties of such third party shall be confirmed by a notarized power of attorney.

8.2. The Borrower is obliged to communicate to the Company on change of its passport data, as well as the contact phone numbers, e-mails, etc., within the reasonable term, but in any case not later than seven (7) calendar days upon the moment of the corresponding changes. Moreover, the Borrower is obliged to visit the Website and the Personal Account at least once every seven (7) days. The Company shall not be liable for the consequences of failure to receive the messages by the Borrower, in case (i) the Borrower has provided invalid data or failed to update the corresponding data within the established terms; (ii) failure to receive a message was caused by the circumstances beyond reasonable control (breakdowns at the communication provider's networks or networks of other entities, which provide functioning and due work of the communication means, strikes, loss of data, etc.).

8.3. At performance of the activities, aimed at repayment of past due debt, the Company and the Borrower shall be governed by the following procedures:

a) Refusal of the Borrower of the other ways of interaction with the Company or the person, acting on its behalf and/or in its favor, aimed at repayment of the past due debt (p. 4, art. 4 of the Federal Law No. 230-FZ On Protection of Rights and Legal Interests of Natural Persons at Performance of the Activities, Aimed at Repayment of Past Due Debt and making amendments to the Federal Law On Microfinance Activity and Microfinance Organizations (hereinafter referred to as the Federal Law No. 230-FZ)), the Borrower shall notify the Company

and/or the person, acting on its behalf and/or in its favor, by sending the corresponding notification via a notary or by registered mail with delivery notification or deliver it against receipt.

b) Refusal of the Borrower of another frequency of interaction with the Company or a person, acting on its behalf and/or in its favor, aimed at repayment of the past due debt (p. 4, art. 4 of the Federal Law No. 230-FZ) – the Borrower shall notify the Company and/or the person, acting on its behalf and/or in its favor, by sending the corresponding notification via a notary or by registered mail with delivery notification or deliver it against receipt.

c) limitation or termination of interaction with the Borrower by means, defined by p. 1, art. 4 of the Federal Law No. 230-FZ (p. 1, art. 8 of the Federal Law as of 07/03/2016 No. 230-FZ) – application of the Borrower on limitation or termination of interaction, which contains reference to: 1) interaction only via the representative, specified by the Borrower; 2) refusal from interaction shall be sent to the Company and/or the person, acting on its behalf and/or in its favor, by sending the corresponding notification via a notary or by registered mail with delivery notification or deliver it against receipt. In accordance with p. 6 of art. 8 of the Federal Law No. 230-FZ, the application of the debtor on refusal of interaction can be sent to the Company and/or the person, acting on its behalf and/or in its favor, not earlier than four months from the date of occurrence of delay in fulfillment of the obligation by the debtor. The application of the debtor on refusal of interaction, sent prior to the specified term, shall be deemed invalid. The Borrower is entitled to cancel such application by sending a notification to the Company by registered mail with delivery notification or deliver it against receipt; to the person, acting on its behalf and/or in its favor, by sending the corresponding notification via a notary or by registered mail with delivery notification or deliver it against receipt. In case of receipt of an application on limitation or termination of interaction with violation of the requirements to its execution, the Company shall notify the Borrower on this fact and explain the order of execution of the application. The notification shall be sent by the Company by e-mail to the Registered E-mail and/or by placement of the above information in the Personal Account of the Borrower.

d) recall of the consent to interact with the third party by the Borrower for the purpose of repayment of its past due debt (p. 7 art. 4 of the Federal Law No. 230-FZ) – the Borrower shall notify the Company and/or the person, acting on its behalf and/or in its favor, by sending the corresponding notification via a notary or by registered mail with delivery notification or deliver it against receipt to the authorized person of the Company or the person, acting on its behalf and/or in its favor.

e) involvement by the Company of another person for interaction with the Borrower, aimed at repayment of the past due debt – the notification shall be sent by the Company via text message to the Registered Phone and/or via e-mail to the Registered E-mail and/or by placement of the above information in the Personal Account of the Borrower.

## **9. Final Provisions**

9.1. These General Conditions shall come into effect upon the moment of their approval by the decree of the Company and shall be communicated to all the interested parties by their placement at the Website of the Company. These Conditions upon their approval and communication to the third parties shall be effective without limit of time until making amendments and/or additions to them in accordance with the point 9.2 hereof.

9.2. These General Conditions can be changed unilaterally by the Company; herewith the new version of these General Conditions shall be applicable to the relations, which have arisen after coming into effect of the new version of General Conditions. The new version of General Conditions shall be communicated to the interested parties by ways, specified in the point 9.1 hereof.

9.3. In case of any controversies between these General Conditions and the provisions of the Individual Conditions, the relevant regulations of the Individual Conditions shall be applicable. In relation to the aspects, which are not provided for by these General Conditions and Individual Conditions, the Parties shall be governed by the provisions of the applicable norms of legislation of the Russian Federation.

9.4. The relations between the Borrower and the Company concluded before coming into effect of a new version of these General Conditions shall be governed by the version of the General Conditions, effective as of the moment of conclusion of the corresponding Microloan Agreement.

9.5. The Borrower shall bear responsibility, provided for by the legislation of the Russian Federation for illegal use of personal data of the third parties or receipt of the loan funds under the documents, which belong to the third parties.

9.6. In case of change to the provisions of the legislation of the Russian Federation, which govern the relations, constituting the subject hereof, in connection with which controversies arise between these General Conditions and the regulations of the legislation of the Russian Federation, these General Conditions shall be

effective in the part, not contradicting the provision of the legislation of the Russian Federation, until making to them corresponding amendments and/or additions.

-----End of the translation-----