

Microloan Agreement No.AG [●]

Individual Conditions

[●][●]201[●]

St. Petersburg, Russian Federation

**FULL COST
OF A MICROLOAN
IS [●] PERCENT PER ANNUM**

**FULL COST
OF A MICROLOAN
IS [●] RUB**

Joint Stock Company "Microcredit Company "Metrofinans" (OGRN (Primary State Registration Number) 1177847097724, INN (Taxpayer Identification Number) 7810671063, state registration address: Nikolayskiy pereulok 4, bldg. A, room No.7, Saint Petersburg, 190086, the Russian Federation, official website: <http://www.metrokredit.ru> (hereinafter referred to as the Website), contact phone number: **8 (812) 458-09-80**, registered in the state register of microfinance organizations under the number 1703140008228 on April 12, 2017) represented by [●], acting on the basis of regulatory enactments, hereinafter referred to as the "Company" or "Lender", or "Creditor", on the one part and

Full Name [●] (date of birth [●], place of birth [●], passport of a citizen of the Russian Federation series [●] number [●], issued on [●]. By [●], subdivision code [●], registered at: [●], residing: [●], acting on its own behalf and in its own interests, hereinafter referred to as the "Borrower", collectively also referred to as the "Parties", and separately as a "Party", have concluded this Microloan Agreement No. **AG [●]** (hereinafter referred to as the "Agreement") as follows:

Interest and other payments shall not be allowed except for penalties (fines, surcharges) and fees for additional services if the amount of accrued interest and other payments reaches a threefold amount of the Microloan. After a delay in the fulfillment of obligations of the Borrower on the repayment of the amount of the Microloan and (or) payment of the interest due, the Company shall be entitled to charge interest to the Borrower, as well as penalties (fines, surcharges) and other liabilities applicable only to the outstanding part of the principal debt. Interest on the part of the principal debt that is not repaid by the Borrower continues to be accrued until the total amount of the interest payable amounts to twice the amount of the outstanding part of the Microloan. The Company shall not be entitled to charge interest for a period of time from the time when the total amount of interest payable amounts to twice the amount of the outstanding part of the Microloan until the Borrower partially repays the amount of the Microloan and / or pays the interest due.

Individual terms and conditions of the Microloan (consumer's credit (loan)) Agreement

No.	Term	Description
1.	Amount of the credit (loan) or credit limit and procedure for its change	[●] ([sum in words]) (hereinafter referred to as "Microloan").
2.	Term of the Agreement, credit (loan) due date	The Agreement shall come into effect upon the issuance of the Microloan and remain valid until the Parties perform their obligations hereunder in full. The due date for the Microloan is [●] ([number of days in words]) calendar days of the date when Microloan was granted including the day of issuance and the last day of Microloan use by the Borrower. In the due date given the Borrower shall repay the amount of Microloan and interest accrued in accordance with clause 4 of the present Individual Conditions. The next day after due date shall be established as first day of overdue.
3.	The currency in which the credit (loan) is granted	Ruble
4.	Interest rate (interest rates) in per cent per annum, but if using variable interest rate -it shall be executed in accordance with the provisions of the Federal Law № 353-FZ, dated with 21.12.2013 "On consumer credit (loan)" and its amount (value) on the date of issuance as indicated in the Individual Conditions	For the Microloan use, interest shall be payable at a rate of [●] percent per annum.
5.	Procedure for determining the exchange rate of foreign currency in the transfer of funds by a creditor to a third party specified by the Borrower	Not applicable.
5.1	An indication of the change in the amount of the Borrower's expenses with the increase in the variable interest rate of the consumer loan used in the Agreement by one percentage point from the second regular payment on the nearest date after the estimated date of the conclusion of the Agreement	Not prescribed
6.	The number, size and frequency (terms) of the Borrower's payments under the Agreement or the procedure for determining these payments	The amount of the Microloan is to be repaid at the same time as the interest accrued for the use of the amount of the Microloan, penalties (fines, surcharges) in cases where such penalty (fine, surcharge) is charged and due. These amounts shall be payable in a lump sum on the last day on which such an amount of the Microloan specified in clause 2 of these Individual Conditions. The total amount (the amount of the Microloan and interest for using the Microloan) is [●]([sum in words]), of which the amount of interest is [●]([sum in words]), the principal amount is [●]([sum in words]), and is due on [●][●], 201[●].

Individual terms and conditions of the Microloan (consumer's credit (loan)) Agreement

No.	Term	Description				
7.	Procedure for changing the amount, size and frequency (terms) of Borrower's payments in case of partial prepayment of the credit (loan)	The number and frequency of payments shall not change. The amount of payments due shall be reduced by early repaid amount in accordance with clause 2.15 and Section 3 of the General Conditions.				
8.	Methods for the performance of obligations by the Borrower under the Agreement at the location of the Borrower	The Borrower shall have the right to fulfill his/ her obligations hereunder on repayment of the amount of the Microloan, payment of interest for use thereof, as well as other liabilities, taking into account possible fees charged by organizations carrying out the receipt and transfer of funds, in the following ways: (a) by transferring funds to the Company's bank account using the bank details indicated on the Website, (b) by transferring funds through the use of payment card "Visa", "MasterCard" and "MIR" on the Website: www.metrokredit.ru ; (c) by other means, indicated on the Company's Website and / or communicated to the Borrower by one of the methods referred to in clause 16 of these Individual Conditions. The Borrower shall bear any costs and any necessary and applicable expenses (fees) charged by the organizations that receive and transfer funds, while the Company shall not levy any payment on the Borrower for depositing funds to repay the amount of the Microloan, pay interest for use thereof, pay penalties (fines), etc. The Borrower undertakes to read the terms for the payment, as well as find out the costs that the Borrower may incur in connection with one or another method of transferring funds before the payment is made.				
8.1.	Free method for the performance of obligations under the Agreement by the Borrower	The Borrower shall have the right to fulfill his/ her obligations under this Agreement free of charge for the repayment of the amount of Microloan, payment of interest for use thereof, as well as other liabilities determined in accordance with the General Conditions of the Agreement.				
9.	Obligation of the Borrower to conclude other contracts	Not applicable.				
10.	Obligation of the Borrower to provide security for the performance of obligations under the Agreement and the requirements for such security	Not applicable.				
11.	Purpose of the Borrower's use of consumer's credit (loan)	Not applicable.				
12.	Responsibility of the Borrower for improper performance of the Agreement, amount of fine (penalty, surcharge) or the procedure for determining them	In the event of a violation by the Borrower of the terms of this Agreement regarding the non-fulfillment (improper fulfillment) of obligations to repay the amount of the Microloan and (or) pay interest for use thereof, the Company shall be entitled to demand, and the Borrower undertakes to pay a penalty (fine, surcharge) amounting to 20 (twenty) percent per annum for the period from the moment of non-performance (improper performance). The Company shall have the right to charge and demand payment of a fine (penalty, surcharge) from the first calendar day of failure to fulfill (improper fulfillment) of the specified obligations by the Borrower. For the purposes of calculating a fine (penalty, surcharge), the actual number of days of failure to fulfill (improper fulfillment) and the actual number of days in a calendar year is taken. Payment of a fine (penalty, surcharge) shall not release the Borrower from the proper performance of their obligations arising out of this Agreement, including the obligation of the Borrower to repay the amount of Microloan and pay interest for using such a Microloan.				
13.	The condition on the assignment of rights (claims) under the Agreement by the Creditor to the third parties	The Borrower agrees that the Company has the right to fully or partially assign its rights (claims) arising out of this Agreement, and to pledge such rights (claims) to any third parties under the terms and conditions determined by the Company on its own and at its discretion, provided that the requirements of the legislation of the Russian Federation are complied with in the assignment of such rights (claims). <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="width: 100px; height: 15px;"></td> <td style="text-align: center;">ACCEPT</td> </tr> <tr> <td style="width: 100px; height: 15px;"></td> <td style="text-align: center;">DO NOT ACCEPT</td> </tr> </table>		ACCEPT		DO NOT ACCEPT
	ACCEPT					
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14.	Consent of the Borrower with the General Conditions of the Agreement	The Borrower has read, agrees and fully accepts the General Conditions of the Agreement posted on the Company's Website: www.metrokredit.ru and available at the location of the Company.				
15.	Services provided by the Creditor to the Borrower for a fee and necessary for the conclusion of the Agreement, their price or the procedure for determining it, as well as the Borrower's consent to the provision of such services.	Not applicable.				
16.	Method of information exchange between the Creditor and the Borrower	The Parties have agreed that the Borrower has confirmed and agrees in full (a) that the Parties have the right to exchange legal communications by telephone, by fax, by mail (sent by Russian Post, courier services, express messenger, etc.), (b) that the Company has the right to send legal communications to the Borrower via e-mail, short text messages (SMS), messages (text and video messages) on social networks (on the websites) as well as by placing such legal communications in the Borrower's Profile on the Company's Website, (c) that the Company has the right to send legal communications to the Borrower by making phone calls from the Company's Contact telephone number to the Borrower's Contact telephone number. Legal communications forwarded by the Company to the Borrower by mailing them shall be deemed to have been duly delivered by the Parties 10 (ten) calendar days after the date they had been sent and, if sent by phone from the Company's Contact telephone number to the Borrower's contact telephone – at the moment when making such phone call. Legal communications forwarded by the Company to the Borrower by other means shall be deemed to have been duly delivered the next working day after they were sent. Legal communications shall enter into force at the time of their receipt. The Borrower shall, within a reasonable time, but no later than 7 (seven) calendar days of the relevant changes, notify the Company of changes in its passport data, as well as contact phone numbers, e-mail addresses, etc., in addition, the Borrower undertakes to visit the Company's Website, as well as the Borrower's Profile on the Company's Website at least once in 7 (seven) days.				

Individual terms and conditions of the Microloan (consumer's credit (loan)) Agreement

No.	Term	Description
17.	Consent of the Borrower with other documents developed by the Creditor	The Borrower shall read, agree and accept in full the Rules for the extension of microloans, Rules for the Website use, Personal data processing policy, Agreement on the use of digital signature, and consent to the processing of personal data, the Consent to the processing of personal data of the subject of credit history and disclosure of information contained in the main part of the credit history of the subject of the credit history, consent to provide information to third parties about the debtor and overdue debts, consent to interaction with the third parties which the Borrower has read, agreed and accepted in full when sending the application for the issue of Microloans to the Company in connection with which the Company prepared these Individual Conditions.
18.	Prepayment of a credit (loan) in full by the Borrower	According to a procedure established by the General Conditions of the Agreement.
19.	The procedure and terms on the approval of the present Individual Conditions	Acceptance of the present Individual Conditions shall be realized in accordance with the General Conditions.
20.	Further Borrower's warranties and representations	The Borrower hereby represents and warrants that (a) all terms and conditions of the Agreement are understandable to him/ her and that he/ she has accept and agree with them in full without any reservations and / or exceptions, (b) the Borrower has not been partially incapacitated, has all the necessary powers to conclude this Agreement, (c) the Borrower understands the terms and conditions of this Agreement, including the amount of the Microloan, the amount of interest, the amount of overpayment and other conditions, in addition, the terms of this Agreement are not burdensome or unprofitable for the Borrower, (d) the Borrower has entered into this Agreement voluntarily and in his/ her own interest, without coercion, and not by virtue of difficult circumstances, (e) the Borrower confirms and agrees that by concluding this Agreement he/ she has any opportunity for its proper execution, the execution of this Agreement would not affect the financial condition of the Borrower and would not put him/ her in a position of need for money to ensure his/ her livelihood, (f) the Borrower confirms that he/ she has been informed in full, he/ she has read and understand the possible risks associated with improper performance by him/ her, as a recipient of a financial service, of obligations arising out of this Agreement, as well as possible negative financial consequences when using a financial service, and he/she has entered into this Agreement being aware of all of these risks and consequences, (g) the Borrower represents that he/ she has been fully informed, has read and understood the information sufficient for the Borrower to make an informed decision on the expediency of concluding this Agreement, and he/ she has diligent analyzed their financial position and took into account the proportionality of the debt burden with the current financial situation, the estimated time for receipt of funds to fulfill his/ her obligations arising out of this Agreement, as well as the likelihood of force majeure that could lead to the impossibility of fulfilling obligations under this Agreement; (h) the Borrower confirms that the data and other information specified by the Borrower in the Application, as well as the documents provided by the Borrower when filling out and forwarding such an Application are true, complete and appropriate, the Borrower understands the possible consequences of bringing to justice in the event of commission of unlawful acts, (i) the Borrower also confirms and agrees that these Individual Conditions (1) are drawn up based on the Application of the Borrower submitted to the Company based on the data on the financial status of the Borrower, taking into account the fact that the Borrower has received, read and accepted in full the General Conditions of the Agreement and the documents specified in clause 17 of these Individual Conditions, the Borrower also confirms that these documents have been received by him/ her simultaneously with these Individual Conditions, (2) include the terms and definitions used in the General Conditions of the Agreement, (3) together with the General Conditions of the Agreement are an integral part of the Agreement and shall be interpreted and applied together with such General Conditions, (4) where applicable, are signed by the Borrower using digital signature.
21.	Jurisdiction of disputes under the claims of the Creditor against the Borrower	Any claims of the Company against the Borrower in connection with the conclusion, execution, non-execution (improper execution), as well as in connection with the validity (invalidity, loss of agreement) of this Agreement, as well as the Company's claims against the Borrower in connection with non-contractual obligations shall be referred for consideration to the competent court, namely to the magistrate of Judicial Section No. 40 of the Admiralty District of St. Petersburg or to the Oktyabrsky District Court of St. Petersburg.

LENDER

Joint Stock Company "Microcredit Company "Metrofinans" (OGRN (Primary State Registration Number) 1177847097724, INN (Taxpayer Identification Number) 7810671063, state registration address: **190068, St. Petersburg, 4, Nikolsky pereulok, bldg. A, room 8N**, address of the official website: <http://www.metrokredit.ru>, contact phone number: **8 (812) 458-09-80**, registered in the state register of microfinance organizations under the number 1703140008228 on April 12, 2017);

BORROWER

Full name (date of birth [●], place of birth [●], passport of a citizen of the Russian Federation series [●] number [●], issued on [●] by [●], subdivision code [●], registered at: [●], residing at: [●], contact phone number: [●])

General Terms and Conditions of Microloan Agreement

1. General Provisions. Terms and definitions.

1.1. These General Terms and Conditions of the Microloan Agreement (hereinafter referred to as the "General Conditions") have been developed and approved by the Company in accordance with the provisions of Article 5 of the Federal Law No. 353-FZ of December 21, 2013 "On Consumer Credit (Loan)" and the provisions of Federal Law No. 151-FZ dated July 02, 2010 "On Microfinance Activities and Microfinance Organizations" with a view to regulating the relations arising between the Company and the Potential Borrower (Borrower) in connection with the granting of the Microloan(s) by the Company.

1.2. Within the framework of these General Conditions, the following terms and definitions shall be used equally in the singular and in the plural, unless otherwise clearly provided for by the meaning and (or) the context of the use of the corresponding term and (or) definition, with the following meanings:

- **Payment date** means the calendar date determined in the Individual Conditions and (or) the Payments Schedule on which the corresponding payment is to be made against the repayment of the amount of the Microloan and payment of interest for using the Microloan;
- **Payments Schedule** is an integral part of the Individual Conditions of the Loan Agreement (an integral part of the Agreement) which includes the dates, frequency and amounts of the Borrower's payments under the relevant Agreement for the repayment of the Microloan amount and the payment of interest for use thereof. In the event that within the framework of the Agreement there is one payment for the repayment of the amount of the Microloan and payment of interest for use thereof, the Payment Schedule shall not be drawn up, and the payment date and its amount shall be specified directly in the Agreement;
- **Agreement** (Microloan Agreement) means a set of Individual and General Conditions that constitute a single transaction (agreement, contract);
- **Debt** – respective amount of monetary means subject to the payment by Borrower to Company in accordance with the provisions of the Agreement, consisting of the outstanding principal amount of the Microloan, as well as calculated interest for usage of the Microloan and penalties (fines, surcharge);
- **Loan** (principal amount of the Microloan) – the monetary means, granted to Borrower by the Company subject to the repayment based on Agreement;
- **Borrower** means a person who has concluded a Agreement with the Company in the manner and under the conditions established by these General Conditions;
- **Card** – the bank card (excluding debit card) of the Visa International, MasterCard Worldwide or MIR ("МИР") payment systems;
- **Individual Conditions** (of the Agreements) mean the material terms of the Agreement addressed to the Potential Borrower (Borrower), including, the amount of the Microloan, the interest for use thereof, as well as other material and agreed terms and conditions of the Agreement;
- **Company's contact e-mail** means the e-mail located in the Company's domain (Website) through which the Company communicates, namely the e-mail address info@metrofinance.ru;
- **Borrower's** (Potential Borrower's) **Contact e-mail** means the e-mail registered by the Borrower (Potential Borrower) independently and indicated by him/ her in the Application and / or the Agreement, through which the Company communicates with the Borrower (Potential Borrower);

- **Company's Contact telephone** means a telephone number allocated to the Company through which the communication between the Potential Borrower (Borrower) and the Company is carried out, namely the number: 8-812-458-09-80;
- **Borrower's (Potential Borrower's) contact telephone** means the telephone number allocated to the Borrower (Potential Borrower) and indicated by him/ her in the Application and the Agreement, through which the Company communicates with the Borrower (Potential Borrower);
- **Personal Profile** means a section of the Website that is accessible and used exclusively by the Potential Borrower (Borrower) after registering on the Website by entering authentication data selected by the Potential Borrower (Borrower) independently or provided to them by the Company;
- **Microloan** means the amount of money determined in the Individual Conditions provided to the Borrower;
- **Company** means Joint Stock Company "Microcredit Company "Metrofinans" (OGRN (Primary State Registration Number) 1177847097724, INN (Taxpayer Identification Number) 7810671063, state registration address: 190068, St. Petersburg, 4, Nikolsky pereulok, bldg. A, room 8N, address of the official website: <https://metrokredit.ru>, contact phone number: 8-812-458-09-80, registered in the state register of microfinance organizations under the number 1703140008228 on April 12, 2017);
- **General Conditions** mean the general terms and conditions of the Agreement which are an integral part of the Agreement developed by the Company in accordance with the provisions of Article 5 of the Federal Law No. 353-FZ of December 21, 2013, "On Consumer Credit (Loan)", posted on the Website, defining the general rights and obligations of the Company and the Borrower arising out of the Agreement;
- **Proposal for prolongation** – the proposal for prolongation of the Payment date publicly available for the acquaintance and further approval in the Website;
- **Office** means a place where the Application(s) of the Potential Borrowers (Borrowers) is received and processed;
- **Potential Borrower** means an individual who has submitted an Application to the Company;
- **Application** means an application of the Potential Borrower to receive the Microloan and conclude the Agreement, as well as an Application of the Borrower for changing the amount of Microloan and (or) the term of the Agreement and entering into an additional agreement to such an Agreement sent by the Potential Borrower (Borrower) established by these General Conditions and the Rules for the Adjournment of the Payment date of Microloans;
- **Rules** means rules for the provision of microloans developed by the Company in accordance with the provisions of Article 8 of Federal Law No. 151-FZ of July 02, 2010 "On Microfinance Activities and Microfinance Organizations", posted on the Website;
- **Website** means the official website of the Company on the Internet at: <https://metrokredit.ru>, administered by the Company;
- **Agreement on the digital signature use** means the agreement on the digital signature use developed by the Company, posted on the Website, as well as accessible in the Office;
- **Unique identifier (code)** means a unique character code that is the key to a simple digital signature generated by the Company's hardware and software sent to the Borrower's (Potential Borrower's) Contact telephone and included in the digital document by entering such a unique identifier (code), and confirming signing by the Potential Borrower (Borrower) of the relevant document;
- **Digital Signature** means a simple digital signature similar to the handwritten signature of a Potential Borrower (Borrower) which includes documents (information) generated through the Website, these documents include identifiers formed on the basis of the unique identifier (code) entered by the

Potential Borrower (Borrower) received by the Potential Borrower (Borrower) to the Borrower's Contact telephone.

2. Scope of the Agreement.

Procedure and conditions for filing Applications, provision, use and repayment of a Microloan.

- 2.1. Within the framework of the Agreement, the Company shall transfer money (the amount of the Microloan) to the Borrower under the terms of repayment, interest payment and maturity for purposes not related to the Borrower's business activity, and the Borrower undertakes to repay the Company the amount of the Microloan and pay interest for using it in the manner and on conditions established by these General Conditions and Individual Conditions.
- 2.2. The Microloan provided by the Company shall not be targeted and shall be provided to the Borrower for any purposes that do not conflict with the requirements of the legislation of the Russian Federation and are not related to the Borrower's business activities. The Microloan is granted in rubles, without securing the obligations in the form of a pledge and (or) surety. To send the Application, as well as for the conclusion of the Agreement and its execution, the Borrower's conclusion of other transactions (agreements, contracts) is not required.
- 2.3. The Company shall grant Microloan(s) to Borrower and conclude Agreement for the amount specified in the Individual Conditions and for the terms established by the Individual Conditions.
- 2.4. The Company, depending on the amount of the Microloan, the period for which it is granted, and also based on the results of the analysis of the Borrower's Application, shall determine the interest rate for the use of the provided amount of the Microloan, which is specified in the Individual Conditions.
- 2.5. The Company by granting the Microloan to the Borrower is entitled to decrease the interest rate for the use of the Microloan in its own discretion which shall be indicated in the Individual Conditions.

The interest rate for use of the Microloan may be decreased to 0,000% (zero and zero thousand interest per annum) by Company in its own discretion which shall be indicated in the Individual Conditions.

The Company is entitled to not calculate, stop calculation of the interest for use of the Microloan and/ or penalties (fines, surcharge) or reduce its amount.
- 2.6. The Company is entitled to set respective credit limit for the Borrower indicated in the Agreement, within which the Microloan shall be granted and communicated to the Borrower with SMS notification and through Personal Profile. Further the Company shall grant to the Borrower the amount of Microloan within the maximum amount of the credit limit.
- 2.7. Shall the Borrower choose crediting of the funds to a bank card opened in the name of the Borrower as the method for obtaining the Microloan, with a view to verifying the validity of such a card, as well as the fact that it is held by the Borrower, the Company may (a) require the provision of a photograph of such a bank card, (b) temporarily block on such a bank card or debit from such a bank card the amount up to 11 (eleven) rubles, and the Borrower, in order to confirm the ownership and validity of the bank card, shall communicate information about the specific amount blocked on the account (written off the account) to the Company by entering the relevant information on the Website. In this case, if the funds are written off in accordance with this clause, such amount is to be repaid to the bank card of the Borrower within 24 (twenty-four) hours of the write-off transaction without charging any additional fee and / or commissions to the Borrower.
- 2.8. Consideration and analysis of the received Application, and if there is a need - request for additional documents and (or) information - shall be carried out by the Company according to the procedure established by the Rules, within 2 (two) calendar days of the receipt of Application and subject to its compliance with the requirements of these General Conditions and Rules. In cases where, in accordance with the Rules, a decision was made to provide the Borrower with the Microloan and to conclude a Agreement, the Company shall inform the Borrower by one of the methods established by the General Conditions and Rules.

2.9. Should the Company make a decision to grant a Microloan and enter into a Agreement or enter into an additional agreement to the Microloan Agreement, the Borrower shall be provided with the Individual Conditions of the Agreement that can be accepted by them within 5 (five) working days by the following actions, depending on the method of filing the Application:

- in the case of filing the Application through the Website, acceptance shall be performed by the Potential Borrower (Borrower) by entering a unique identifier (code) received by the Potential Borrower (Borrower) to the Borrower's Contact telephone (signing with an analogue of a handwritten signature - Digital Signature);
- in the case of filing the Application by contacting the Borrower from the Borrower's Contact telephone to the Company's Contact telephone, the acceptance shall be ensured in the manner specified above, in which case the relevant provisions of these General Conditions shall apply.

Payment Schedule, which is an integral part of the Individual Conditions, shall be brought to the attention of the Borrower as part of the Individual Conditions prior to acceptance.

2.10. After the Borrower performs actions aimed at the acceptance of the Individual Conditions in accordance with Clause 2.8 of these General Conditions, the Company shall provide the Borrower with the Microloan by transferring it as follows:

- by transferring funds to the bank card of the Borrower using the details referred to in the Application, which was confirmed during registration.

The Microloan shall be transferred (provided) to the Borrower within 1 (one) banking day of the acceptance of the Individual Conditions of the Agreement. After the receipt of the Microloan on the bank card of the Potential Borrower (Borrower), the Agreement shall be deemed to have been concluded and have entered into force.

2.11. Should the Borrower receive the Microloan on the bank card, it shall be assumed, unless expressly stated otherwise, that the Borrower agrees with the Company's right to the direct debiting of the Borrower's debt on the repayment of Microloan and the payment of interest for use thereof, and should the Company accrue a penalty (fine, surcharge) accrued, to the payment of such a penalty (fine, surcharge). The Borrower shall have the right to refuse from a direct debiting from the Borrower's bank card by checking the appropriate box when sending the Application to the Company, indicating their disagreement with the direct debiting of funds or by sending an appropriate application to the Company by calling from the Borrower's Contact telephone to the Company's Contact telephone, sending an application to the Company's Contact e-mail. Should the consent of the Borrower for direct debiting be available, the relevant amounts of money may be written off by the credit organization that has issued the bank card of the Borrower on the basis of a request sent by the Company on any of the days following the last day on which the Borrower fulfilled his/ her obligations to repay the Microloan and pay interest for using it, the Company shall reserve the right to charge interest for the use of the Microloan, as well as the applicable penalties (fines, surcharges) for the period since the delay in the performance by the Borrower of the obligations to the Company's request for direct debiting sent to the credit organization, without any additional authorization or conformation from the side of Borrower, as well as his/ her separate notification.

2.12. Interest for the use of the Microloan shall be accrued from the date of receipt of the amount of the Microloan by the Borrower to the day the Microloan is repaid to the Company in full, inclusive. Unless otherwise referred to in the Individual Conditions, the interest for using the Microloan shall be payable simultaneously with the repayment of the Microloan.

2.13. For the purpose of calculating interest for using the Microloan, the actual number of days in a calendar year shall be used, while in the calendar month, the actual number of calendar days in the corresponding month shall be used.

2.14. Depending on the provisions of the Individual Conditions, the Microloan and interest for use thereof shall be repaid (paid) on the Payment date agreed by the Parties (by a one-time payment) or on

the Payment dates determined in accordance with the Payment Schedule, with each regular payment due including part of the repaid amount of the Microloan and part of the interest for use thereof. Should the payment be received in the Company's bank account before the Payment date specified in the Payment Schedule, unless otherwise required by the provisions of Article 3 of these General Conditions, the Borrower's obligation to make such payment shall be deemed to have been fulfilled on the relevant Payment date determined in the Payment Schedule.

2.15. The payments received from the Borrower to cover contractual payments under Agreement shall be extinguished by the Company in the following sequence:

- delayed interest payments;
- delayed amount of principal Microloan's payment;
- penalties (fines, surcharge);
- pending interest;
- pending principal amount of the Microloan;
- other payments established by regulatory enactments of Russia Federation regarding consumer crediting or microloans' agreement, respectively state duties and other Company's expenses to execute obligations of the Borrower in accordance with the Agreement.

2.16. The Borrower shall have the right to fulfill his/ her obligations on the repayment of the Microloan, payment of interest for use thereof, and other liabilities as well free of charge. Otherwise the Borrower shall have the right to fulfill his/ her obligations on repayment of the Microloan, payment of interest for use thereof, as well as other liabilities, taking into account possible fees charged by organizations carrying out the receipt and transfer of funds, in the following ways: (a) by transferring funds to the Company's bank account using the bank details indicated on the Website, (b) by other means, indicated on the Company's Website and / or communicated to the Borrower by one of the methods referred to in clause 7.1 of these General Conditions. The Borrower shall bear any costs and any necessary and applicable expenses (fees) charged by the organizations that receive and transfer funds, while the Company shall not levy any payment on the Borrower for depositing funds to repay the Microloan, pay interest for use thereof, pay penalties (fines), etc. The Borrower undertakes to read the terms for the payment, as well as find out the costs that the Borrower may incur in connection with one or another method of transferring funds before the payment is made.

2.17. Obligations of the Borrower to repay the Microloan, pay interest for use thereof, as well as other financial (monetary) liabilities shall be deemed to have been duly fulfilled by the Borrower at the time the corresponding amount of money is received by the Company's cash desk (at the Company's bank account). Should it be impossible to identify the payments of the Borrower, such payments shall be deemed to have been received upon only after an unambiguous identification of their destination.

2.18. In the event of payment of amounts exceeding the obligations of the Borrower arising from the Agreement made by the Borrower in favor of the Company, such amounts shall be repaid to the Borrower upon his/ her written application within next 10 (ten) working days from the day when Borrower's written request was received. No interest shall be calculated to Borrower for the use of overpaid amounts.

3. Early repayment of the Microloan

3.1. The Borrower shall have the right to early repay the entire amount of the Microloan within 14 (fourteen) days of the receipt of the Microloan without prior notice to the Company with interest payment for the actual period of using the Microloan. If this right is exercised, the Borrower shall have the right to apply to the Company by calling from the Borrower's Contact telephone to the Company's Contact telephone, sending an e-mail to the Company's Contact e-mail or contacting the Office to clarify the amount of money required for full repayment.

3.2. The Borrower shall have the right to early repay the Microloan in full or in part by notifying the Company of this by calling from the Borrower's Contact telephone to the Company's Contact telephone, sending an e-mail to the Company's Contact e-mail or contacting the Office at least 30 (thirty) calendar days prior to the day the Microloan is repaid in full or in part. In case of partial early repayment, the amount paid by the Borrower as a partial early repayment shall be established as paid on the day of following installment as for repayment of the amount of the Microloan and payment of interest for use thereof, however, if such day should occur more than 30 (thirty) calendar days after Borrower's notification to the Company, such partial early repayment shall be recorded on the 30th (thirtieth) day of the notification of the Company. In the cases referred to in this clause, the Borrower undertakes to pay to the Company interest for the use of the Microloan inclusive up to the day of the actual repayment of the corresponding amount of the Microloan or part thereof.

3.3. Within 5 (five) calendar days of the receipt of the notice from the Borrower in accordance with clause 3.2, the Company shall calculate the principal and interest for the actual period of the Microloan use payable by the Borrower on the day of notification of the Company of such early repayment and provide the said information to the Borrower. In the event that partial (full) early repayment entails a change in the full cost of the Microloan and (or) the Payment Schedule, the Borrower shall be provided with such updated full cost of the Microloan and Payment Schedule by one of the methods determined by the Individual Conditions.

4. Prolongation of Microloan's repayment date

4.1. The Payment date of the Microloan may be extended if such right is not directly forbidden in the Individual Conditions.

4.2. The deadlines and terms for the prolongation of the Payment date of the Microloan are established by public proposal made available in the Website and executed as additional service of the Company.

4.3. The maximum term for the prolongation of the Microloan may not exceed 30 (thirty) calendar days, if not otherwise established by the Individual Conditions. It is not possible to execute prolongation in the same date when the Microloan was granted, as well as more than one time per day.

4.4. The prolongation of the Payment date shall be ensured in accordance with the public proposal made available for preliminary introduction in the Website.

5. Liability of the Parties

5.1. In the event of a violation by the Borrower of the terms of the Agreement regarding the non-fulfillment (improper fulfillment) of obligations to repay the Microloan and (or) pay interest for use thereof, the Company shall be entitled to demand, and the Borrower undertakes to pay a penalty (fine, surcharge) amounting to 20 (twenty) percent per annum, while the interest for using the Microloan for the entire period of the violation continues to accrue, or a penalty (fine, surcharge) of 0.1 (zero point one tenth) of the amount due for each day of delay, with the interest for the use of the Microloan for the period of default not being accrued. The terms of the Agreement may establish fine (penalty, surcharge) in the above amounts, depending on the duration of the period of violation by the Borrower of the obligation to repay the amount of the Microloan and (or) pay the interest for use thereof. Specific condition on the fine (penalty, surcharge) shall be agreed upon by the Parties in the Individual Conditions.

5.2. The Company shall have the right to charge and demand payment of a fine (penalty, surcharge) from the first calendar day of failure to fulfill (improper fulfillment) of the specified obligations by the Borrower. For the purposes of calculating a fine (penalty, surcharge), the actual number of days of failure to fulfill (improper fulfillment) and the actual number of days in a calendar year is taken.

5.3. Payment of a fine (penalty, surcharge) shall not relieve the Borrower from the proper fulfillment of his/ her obligations arising out of the Agreement, in particular, the obligation to repay the amount of the Microloan and pay interest for use thereof.

5.4. In cases established by the Individual Conditions, in the event of non-fulfillment or improper fulfillment by the Borrower of the terms of the Agreement on the repayment of the Microloan and (or) payment of interest for use thereof, the Company shall have the right to unilaterally increase the interest rate for using the Microloan. The above a liability of the Borrower for unlawful withholding of funds, evasion from his/ her repayment, and other delay in his/ her payment.

5.5. The Company shall reserve the right to suspend the execution of the Agreement and (or) to refuse its execution by demanding the repayment of the Microloan and payment of interest for use thereof, in the following cases:

- false, invalid, incorrect, incomplete or misleading information or forged documents were provided by the Borrower when sending the Application and (or) entering into the Agreement, or originals or duly certified copies of relevant documents were not provided by the Borrower at the request of the Company;
- suspicion or availability of evidence, or recognition of Borrower's participation in the legalization and (or) laundering of money obtained from crime, or financing of terrorism by an authorized state body.

5.6. The Borrower shall carry any risk of all unfavorable consequences which may occur in connection with the failure of the Borrower to implementation of the provisions under Agreement on the digital signature use.

6. Assignment (pledge) of rights (claims)

6.1. In cases established by the Individual Conditions, the Company shall have the right to fully or partially assign its rights (claims), and to pledge such rights (claims) arising out of the Agreement to any third parties on conditions determined by the Company on its own and at its discretion subject to compliance with the requirements of the applicable legislation of the Russian Federation when assigning (pledging) such rights (claims).

6.2. In cases where the assignment (pledge) of rights (claims) arising out of the Agreement is allowed by the Individual Conditions, the Borrower shall reserve any rights granted to them in respect of the original creditor (the Company) in respect of the new creditor in accordance with the applicable legislation of the Russian Federation.

6.3. The Company shall inform the Borrower about the assignment in the manner as prescribed in the Agreement at least 15 (fifteen) working days prior the day of the assignment.

6.4. The Borrower shall accept and agree that in cases where the assignment of rights (claims), as well as the pledge of rights (claims) arising out of the Agreement is allowed by the Individual Conditions, the Company shall be entitled to transfer personal data of the Borrower in compliance with the applicable legislation of the Russian Federation. In this case, the person to whom such rights (claims) have been assigned is required to keep safe banking and other secret protected by the law that has become available to them in connection with the assignment, personal data, ensure confidentiality and security of the said data and shall be responsible for their disclosure.

6.5. The Borrower shall not have the right, without prior written consent of the Company, to assign (pledge) their rights (claims) out of the Agreement to a third party.

7. Settlement of Disputes

- 7.1. Should the Borrower fail to repay the Microloan and (or) pay interest for use thereof when they are due, the Company shall send the claim to the Borrower in the manner referred to in clause 8.1 (b) of these General Conditions, and in case of refusal to satisfy such claim in full or in part within 30 (thirty) days of the date of its sending or absence of a response within the specified period, the Company shall have the right to apply to the competent court in accordance with clause 7.2 of these General Conditions.
- 7.2. Any claims of the Company against the Borrower in connection with the conclusion, execution, non-execution (improper execution), as well as in connection with the validity (invalidity, loss of contract) of the Agreement, as well as the Company's claims against the Borrower in connection with non-contractual obligations shall be referred for consideration to the competent court at the place of receipt of the Individual Conditions of the Agreement (offer) by the Borrower, i.e. at the location of the Company.
- 7.3. The Borrower hereby agrees that in cases specified by the applicable laws of the Russian Federation, the Company shall have the right to apply to the competent court determined in accordance with the provisions of clause 7.2 of these General Conditions with a request for the issuance of a court order.
- 7.4. Any claims of the Borrower against the Company in connection with the conclusion, execution, non-execution (improper execution), and also in connection with the validity (invalidity, loss of contract) of the Agreement shall be considered in a competent court determined in accordance with the applicable provisions of the legislation of the Russian Federation.

8. Communications

- 8.1. The Parties have agreed that the Borrower has confirmed and agrees in full (a) that the Parties have the right to exchange legal communications by telephone, by fax, by mail (sent by Russian Post, courier services, express messenger, etc.), (b) that the Company has the right to send legal communications to the Borrower via e-mail, short text messages (sms), messages (text and video messages) on social networks (on the websites) as well as by placing such legal communications in the Personal Profile on the Website, (c) that the Company has the right to send legal communications to the Borrower by making phone calls from the Company's Contact telephone to the Borrower's Contact telephone. Legal communications forwarded by the Company to the Borrower by mailing them shall be deemed to have been duly delivered by the Parties 10 (ten) calendar days after the date they had been sent and, if sent by phone from the Company's Contact telephone to the Borrower's Contact telephone, at the moment of making such a phone call. Legal communications forwarded by the Company to the Borrower by other means shall be deemed to have been duly delivered the next working day after they were sent. Legal communications shall enter into force at the time of their receipt by the Borrower (the Company). In the case of sending messages on behalf of the Borrower by a third person acting on their behalf, the powers of such a third party must be confirmed by a notarized power of attorney.
- 8.2. The Borrower shall, within a reasonable time, but no later than 7 (seven) calendar days of the relevant changes, notify the Company of changes in its passport data, as well as contact phone numbers, e-mail addresses, etc., in addition, the Borrower undertakes to visit the Website, as well as the Personal Profile at least once in 7 (seven) days. The Company shall not be liable for the possible consequences of the failure of the Borrower to receive communications in the event that (i) the Borrower has provided inaccurate information or the relevant data have not been updated within the time limits specified in this clause; (ii) failure to receive communications was caused by circumstances beyond the control of the Company, including as a result of force majeure (accidents in the networks of telecom operators, other persons ensuring the functioning and proper operation of communication media, strikes, data loss, etc.).
- 8.3. To reject the prolongation of the Agreement as additional service made available within the (public) proposal, the Borrower shall give his/ her notification to the Company sent through the registered mail with a notification on receive or submitted on receipt.

8.4. When carrying out activities for the debt collection of the overdue Debt the Borrower and Company shall be guided by the following procedure:

- a) the Borrower's rejection to agree on respective activities to collect overdue Debt realized by the Company or its authorized person acting on behalf of same and/ or in its interests (Part 4, Article 4 of the Federal Law №230- FZ «On protection of the legal rights and interests of the individuals within the debt collection proceeding and on amendments in the Federal Law "On microfinancing and microfinance organizations" (hereinafter- the Federal Law №230-FZ) – the Borrower shall inform the Company or its authorized person, acting on behalf of same and/ or in its interests, with a written notification given by sworn notary, or sent through the registered mail with a notification on receive or submitted on receipt;
- b) the Borrower's refusal to agree on different frequency of interaction to collect overdue Debt with Company or its authorized person acting on behalf of same and/ or in its interests (Part 4, Article 4 of the Federal Law №230- FZ) - the Borrower shall inform the Company or its authorized person, acting on behalf of same and/ or in its interests, with a written notification given by sworn notary, or sent through the registered mail with a notification on receive or submitted on receipt;
- c) the Borrowers notification on limitations or termination of the interaction established by Part 1, Article 4 of the Federal Law №230-FZ (Part 1, Article 8 of the Federal Law №230-FZ, dated with 03.07.2016) shall correspond with: 1) the realization of the interaction only through the authorized representative nominated by Borrower; 2) the rejection on interaction shall be given to Company or its authorized person acting on behalf of same and/ or in its interests by sworn notary, or sent through the registered mail with a notification on receive or submitted on receipt. In accordance with Part 6, Article 8 of the Federal Law №230- FZ the notification on rejection of the interaction shall be given to Company or its authorized person acting on behalf of same and/ or in its interests at least 4 (four) month after the date when overdue payment obligations of the Borrower has occurred. Any notification on termination of the interaction given before set term shall be established as invalid. The Borrower is entitled to recall such notification only with a new notice to the Company or its authorized person acting on behalf of same and/ or in its interests given by sworn notary, sent through the registered mail with a notification on receive or submitted on receipt. If the Borrower's notification on limitations or termination of the interaction does not correspond with the terms set, the Company or its authorized person acting on behalf of same and/ or in its interests should inform the Borrower about it and explain the terms to which the notification shall correspond. Such notification shall be communicated to the Borrower's Contact e-mail and/ or Personal Profile not later than within next ten working days after receiving of the Borrower's notification;
- d) the Borrower's notification to recall an agreement on interaction of the overdue Debt with third person (Part 7, Article 4 of the Federal Law №230-FZ) shall be given to Company or its authorized person acting on behalf of same and/ or in its interests by sworn notary or sent through the registered mail with a notification on receive or submitted on receipt.
- e) the Company's notification about involvement of different representative for interaction with Borrower shall be communicated through SMS notice to the Borrower's contact telephone and/ or Borrower's Contact e-mail and/ or Personal Profile.

9. Final provisions

9.1. These General Conditions shall enter into force at the time of their approval by the order of the General Director of the Company and shall be communicated to all stakeholders by posting them on the Company's Website. These General Conditions, once approved and communicated to the third parties, shall be valid for an indefinite period, up to changes and / or amendments introduction hereto in accordance with clause 9.2 of these General Conditions.

- 9.2. These General Conditions can be changed unilaterally by the Company, and the new version of these General Conditions shall apply to the Applications sent to the Company after the new version of the General Conditions comes into force. The new version of the General Conditions shall be communicated to all interested parties using the methods referred to in clause 9.1 of these General Conditions.
- 9.3. In the event of a conflict between these General Conditions and the provisions of the Individual Conditions, the relevant provisions of the Individual Conditions shall apply. In any other cases not established by these General Conditions and Individual Conditions, the Parties shall be guided by the provisions of the applicable legislation of the Russian Federation.
- 9.4. The relations between the Borrower and the Company established before the new version of these General Conditions come into force shall be regulated by the version of the General Conditions in effect at the time of the conclusion of the relevant Agreement.
- 9.5. The Borrower shall be liable in accordance with the regulatory enactments of the Russia Federation in case of illegal use of the personal data of the third parties or receive of the Microloan based on documents owned by third parties.
- 9.6. In the event of a change in the provisions of the legislation of the Russian Federation governing the relations that are the subject matter of these General Conditions, in connection with which these General Conditions conflict with the relevant legislation of the Russian Federation, until the relevant amendments and / or additions are introduced to them these General Conditions shall be effective in part which does not contradict the provisions of the legislation of the Russian Federation.