

Unistream System Rules

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1. Status of the Rules

1.1. The present Rules of UNISTREAM International Money Transfer System (hereinafter referred to as the "Rules") have been developed by UNISTREAM BANK (hereinafter referred to as the "Bank") for the purpose of defining the terms and conditions under which the Bank shall cooperate with legal entities for execution of money transfers at the instruction of individuals without opening banking accounts within UNISTREAM International Money Transfer System (hereinafter referred to as the "System").

1.2. The present Rules set forth the following:

- a) principles of the organization and operations of the System;
- b) terms of participation in the System;
- c) procedure of providing services to System's Customers;
- d) terms for arising of obligations and procedure of performing obligations by Participants towards each other and Customers;
- e) settlements procedure for System's Participants;
- f) other terms and conditions required to maintain appropriate level of System's operations.

1.3. The text of these Rules shall be available to partners at Bank's Internet portal.

1.4. To enter into a Participation Agreement with the Bank a legal entity interested to participate shall send to the Bank an Application for participation in UNISTREAM International Money Transfer System and a Questionnaire of potential participant of UNISTREAM International Money Transfer System as per forms approved by the Bank, as well as Operator's Questionnaire related to compliance with legal requirements on anti-money laundering and combating the financing of terrorism.

1.5. Upon signing a Participation Agreement in the form of a bilateral written document the present Rules shall become mandatory for a Participant.

2. Information on the System Operator

2.1. UNISTREAM BANK is a credit institution incorporated and validly existing in accordance with the applicable law of the Russian Federation based on the License for Banking Operations No. 3467 issued by the Central Bank of the Russian Federation dated 16 August 2006 for an indefinite term.

2.2. Corporate name:

Full name: UNISTREAM COMMERCIAL BANK (JSC)

Short name: UNISTREAM BANK

2.3. Contacts details:

Legal address: Verkhnyaya Maslovka st. 20, build. 2, Moscow, 127083 Russia

Postal address: Verkhnyaya Maslovka st. 20, build. 2, Moscow, 127083 Russia

Tel.: +7 (495) 744-55-55 (multiline), Facsimile: +7 (495) 287-80-66;

E-mail: relations@unistream.com

2.4. Address of the licensing authority: **Central Bank of the Russian Federation, Neglinnaya st. 12, Moscow, 107016.**

2.5. Intellectual property rights:

2.5.1. Holder of rights to UNISTREAM trademark:

- a) Annex to the Certificate of Trademark (Service Mark) No. 240795 issued on 20 March 2003 by the Russian Patent and Trademark Agency.

2.5.2. Holder of rights to the software platform of UNISTREAM International Money Transfer System:

- a) Certificate of Official Registration of Computer Software No. 2006611625, issued on 15 May 2006 by the Federal Service for Intellectual Property, Patents and Trademarks.

- b) Agreement of full transfer of exclusive rights to computer software dated 07 September 2006 registered on 06 October 2006 under No. RD0012827 by the Federal Service for Intellectual Property, Patents and Trademarks.

3. Terms and definitions

3.1. Terms used in the present Rules shall have the following meaning:

3.1.1. **UNISTREAM International Money Transfer System** (hereinafter referred to as **UNISTREAM System**" or "**System**") — a system of money transfers at order of individuals without opening banking account operating under UNISTREAM trademark and UNISTREAM brand including:

- a) an information system based on the software platform of UNISTREAM money transfer system (hereinafter referred to as UNISTREAM Software);
- b) credit and other institutions participating in execution of money transfers at order of individuals without opening any banking account using UNISTREAM software, UNISTREAM trademark and the brand name of UNISTREAM System in coordination and under standard requirements.

The international nature of the System is defined by credit and other institutions participating in the same, its Customers and currencies used.

3.1.2. **Participant** — UNISTREAM BANK, as well as any Russian or foreign credit or other institution possessing a relevant permit (license) to effect money transfers at orders of individuals without opening any banking account in accordance with the legislation of the country on the territory of which the same is registered, which has entered into a Participation Agreement with the Bank.

3.1.3. **Transfer** — a transfer of monetary funds effected within the System by a Participant by order of an individual customer without opening a banking account not related to any entrepreneurial activities of the said individual.

3.1.4. **Sending Participant** — a Participant receiving an order and monetary funds from the Sender to effect a Transfer.

3.1.5. **Executing Participant** — a Participant paying out a Transfer amount to the Beneficiary.

3.1.6. **System Operator** — UNISTREAM BANK when performing the following functions:

- a) organization and security of the operations in the System;
- b) monitoring of performance of obligations by System Participants;
- c) monitoring over exchange of information between Participants.
- d) monitoring over organization of activities and operations of the System in accordance with the requirements of laws of the Russian Federation.

The Operator shall be entitled to effect functions of a Sending Participant and/or Executing Participant simultaneously.

3.1.7. **Participation Agreement** — an agreement entered into by the Bank acting as the Operator and a Participant, the subject of which shall be joint activities relating to providing money transfer services to individuals without opening a banking account.

3.1.8. **Customer** — an individual (resident or non-resident) sending and/or receiving a Transfer acting as a Sender or Beneficiary.

3.1.9. **Sender** — a Customer paying monetary funds with a purpose of sending a Transfer and instructing a Sending Participant to effect a Transfer.

3.1.10. **Beneficiary** — a Customer specified in a Transfer Request to whom such Transfer shall be paid out. If provided by applicable law of the country of incorporation of the Sending Participant and the country of incorporation of the Executing Participant, a Beneficiary may be also a legal entity.

3.1.11. **Customer's Representative (also Representative)** — a person authorized to receive a Transfer on behalf of the Beneficiary on the basis of the power of attorney given by the Beneficiary.

3.1.12. **UNISTREAM Software** — the System software platform providing Participants with the access to the System, receiving, sending, concentration and distribution between them of any information on Transfers, points of service and settlements between Participants with respect to Transfers.

3.1.13. **System Participants Directory** (hereinafter "Directory") — the database of UNISTREAM Software available to all System Participants maintained and updated by the Operator, which includes a list of Participants and information required for proper operation of the System.

3.1.14. **Point of Customer Service** (hereinafter "POS") — a branch of the Participant providing services to Customers and registered at the System Participant Directory, at which Transfers are accepted from Senders and/or paid out to Beneficiaries.

3.1.15. **Outgoing Transfer** — a Transfer sent by relevant Sending Participant to relevant Executing Participant.

3.1.16. **Incoming Transfer** — a Transfer received by an Executing Participant from a Sending Participant.

3.1.17. **Internal Transfer** — a Transfer effected only by the same Participant and transferred between that Participant's points of Customer service.

3.1.18. **Transit Transfer** — a Transfer effected by the Operator and two different Participants, one on which is the Sending Participant and the other is the Executing Participant.

3.1.19. **Direct Transfer** — a Transfer effected by the Operator as the Sending Participant or Executing Participant and another Participant correspondingly as a Executing Participant or a Sending Participant.

3.1.20. **Terms and Conditions of Money Transfers in UNISTREAM International Money Transfer System** (hereinafter "Terms of Transfers") — rules developed by the Operator, which regulate the relationships between Customers and Participants in the process of execution of transfers, being obligatory for Participants and Customers.

3.1.21. **Transfer Request** — a form of Sender's request to effect a Transfer defined by the Operator.

3.1.22. **Transfer Disbursement Request** — a form of Beneficiary's request for Transfer payout defined by the Operator.

3.1.23. **Transfer Currency** — the currency of the Russian Federation or any foreign currency defined by the Operator.

3.1.24. **Transfer Amount** — an amount to be paid out to the Beneficiary by an Executing Participant.

3.1.25. **Transfer Fee** — a remuneration to Participants for effecting Transfers to be paid by the Sender to Sending Participant at the time of sending a Transfer in addition to the Transfer Amount.

3.1.26. **Money Transfer Control Number** — a unique number for a particular Transfer automatically generated by UNISTREAM Software upon sending a Transfer, being used for Transfer identification.

3.1.27. **Synchronization of UNISTREAM Software** — updating of information in UNISTREAM Software initiated by a Participant or performed automatically according to the schedule.

3.1.28. **Transfer Status** — information on stage of Transfer execution created in UNISTREAM Software at the time of processing the Transfer by a Participant, which defines obligations of Participants between themselves and towards Customers in respect to such Transfer and settlements relating to Transfers.

3.1.29. **Transfer Cancellation** — a cancellation of Transfer which has not been paid out to a Beneficiary initiated by the Sender or the Operator.

3.1.30. **Participant's Account** — a correspondent account of a Participant being a credit institution, or a business account of Participant being a non-credit-institution, a business account of any credit-institution Participant.

3.1.31. **Electronic Instruction** — an electronic document generated in UNISTREAM Software by a Sending Participant instructing an Executing Participant to pay out a Transfer Amount.

3.1.32. **Electronic Notice** — an electronic document generated in UNISTREAM Software by a Sending Participant notifying of any change or cancellation of a relevant Transfer.

3.1.33. **Address Transfer** — a Money Transfer indicating a particular Executing Participant (its Point of Customer Service). Any Address Transfer may be direct, internal or transit.

3.1.34. **No-Address (or Addressless) Transfer** — a Money Transfer indicating only a region for Transfer payout. Any No-Address Transfer may be direct, internal or transit.

3.1.35. **Loyalty card** — a plastic card with a magnetic stripe and a unique number within the UNISTREAM Software being used to identify a Sender, and being distributed by Participants to Senders and Beneficiaries.

3.1.36. **Parties** — legal entities being parties to the Participation Agreement entered into by and between them.

4. Principles of participation in UNISTREAM System

4.1. The status of the System Participant may be granted to any Russian or foreign organization allowed to effect Transfers at orders of individuals without opening a banking account in accordance with applicable laws of the country of their incorporation.

4.2. A System Participant shall comply to the following criteria:

1) financial:

- a) financial stability being defined in accordance with Operator's methodology;
- b) no overdue debt in respect of payments to the state budget in accordance with relevant applicable law;
- c) no legal actions or court adjudications where the amount of obligations of a Participant equals to or exceeds 5% from its net assets;

2) technical:

- a) Participant's equipment shall meet the Operator's technical requirements for work with the System;
- b) availability of antivirus protection means installed on Participant's working stations and servers;
- c) availability of rules of application of cryptographic protection facilities;
- d) a Participant shall use firewalls when connecting to any public domain network;

3) organizational:

- a) availability of a special division or employee for cooperation with the Operator;
- b) conformity of Participant's staff qualification to System's requirements;
- c) providing from time to time reports to the Operator related to the work in the System;

4) legal

- a) confirmation of Participant's legal status according to the applicable law of the country of its incorporation;
- b) implementation of requirements on anti-money laundering and combating the financing of terrorism set forth by FATF;
- c) no external impact on such Participant's management bodies (any external manager, undeclared affecting persons or any other impact of similar nature) or providing the information on the ultimate owners of such Participant;
- d) confirmation of appropriate protection of personal data.

4.3. To become a Participant the person conforming to the above criteria shall, in addition to the Application and the Questionnaire set forth in Clause 1.3 of these Rules, provide to the Operator documents in the Russian language confirming applicant's compliance to the participation criteria as set forth above and compliance to the applicable law of the Russian Federation in respect of banking account opening.

4.4. If the Operator takes a decision to grant to an applicant a status of a Participant, the Operator shall provide to such applicant for signing a Participation Agreement, a Correspondent Account Agreement (if required), an Electronic Document Flow Agreement, a confidentiality agreement, other agreements at Operator's discretion. Upon entering into the above agreements the applicant becomes Participant and the Operator shall implement all required technical procedures to connect such Participant to the UNISTREAM Software and include the information on the same into the Directory.

4.5. A Participation Agreement entered into with a Participant shall provide for the terms and conditions of Transfers customized for such Participant.

4.6. The Operator shall provide Participants with a non-exclusive right to use the UNISTREAM Software during the term of the Participation Agreement under the terms and conditions of these Rules and such Participation Agreement. The installation sites of the UNISTREAM Software by such Participant shall be limited to such Participant's POS.

Where relevant Participation Agreement is terminated, such non-exclusive right to use the UNISTREAM Software shall terminate automatically on the last day of such Participation Agreement.

4.7. All property or non-property rights, including the property right to UNISTREAM Software and all copies of the same, shall belong to the Operator. Participants shall not be allowed to independently modify or extend the UNISTREAM Software in any way.

4.8. Participants shall be allowed to involve third parties for using them as their POS's to provide Transfer services under System's trademark on the certain territory provided their compliance with the following terms and conditions:

- a) applicable law of the Operator and the above territory does not prohibit providing Transfer services via any third parties;
- b) adherence by relevant third party to these Rules and full compliance with their requirements;
- c) provision by such Participant to the Operator of a copy of the agreement with a third party proving acceptance of these Rules by the latter and the obligation of the same to comply with the Rules;
- d) entering by the Participant and the Operator into an agreement on the involvement of third parties by such Participant, such agreement shall include the following obligations of such Participant:
 - to effect settlements with the Participant independently, where such settlements relate to effecting Transfers by such third parties;
 - to be responsible for any activities of such third party while effecting Transfers, as if the same were such Participant's own activities.

4.9. In case of any information which allows to suppose that the activities of such third parties do not comply with the principles of System's operation, the Operator shall be entitled unilaterally, for any reason and at any time, to suspend effecting Transfers through POS's of the above third parties providing a relevant notice to the Participant thereof, in that event the Operator shall not be held liable for such suspension.

4.10. While effecting Transfers all Participants shall comply with the relevant requirements of regulatory acts of the countries of Participant's incorporation being in force and effect, in particular:

- any limitations on and maximum amounts of Transfers,
- Customers' identification and protection of Customers' personal data, accounting,
- notifications on suspicious transactions,
- requirements pertaining to foreign currency control,
- requirements purposed for detection and combating any money laundering or the financing of terrorism.

4.11. The Operator shall have the right to suspend activities of any Participant in the System by entering a relevant information to the Directory for the following reasons:

- 1) at the initiative of such Participant — on the day of receipt of relevant written application from such Participant specifying the reasons for such suspension;
- 2) at Operator's initiative — on the day when the following circumstances occur:
 - a) a risk of inappropriate operation of the System arises;
 - b) violation of these Rules by the Participant;

- c) information and the documents required by the Operator and submitted by Participant to the Operator are unreliable;
- d) the Participant refuses to provide the Operator with the information and the documents required by the Operator;
- e) the Participant sells all or a considerable part of its assets;
- f) the Participant fails to provide an additional security at Operator's request or revealing that any security (without regard to its form) provided by the Participant to cover its obligations on settlements relating to its participation in the System is or becomes invalid, unsatisfactory or affected by any adverse factors;
- g) Participant's activities have changed adversely, including the settlement discipline within relevant Agreement, financial position, business processes, Participant's goods or services, including those the information on which has been received from the mass media;
- j) Participant's attempts to assign, delegate or in any other way transfer the rights and obligations of the same relating to its participation in the System, whether in full or in part, to any third party, in particular due to reorganization, without any prior written agreement of the Operator.

The Operator shall notify such Participant on the suspension of its participation in the System by a written notice not later than on the next working day after the suspension specifying reasons for such suspension.

4.12. Any suspension of participation in the System shall have the following implications:

- a) the Operator shall stop accepting Outgoing Transfers from such Participant and Incoming Transfers in the UNISTREAM Software;
- b) all Transfers purposed for payout by such Participant accepted by the System prior to the date when its participation in the System was suspended shall be paid out by the Participant.
- c) the Participant shall provide the Operator with a full financial report on its activities for all Transfer transactions;
- d) the Participant shall transfer to the Operator all amounts due with respect to effecting Transfers;
- e) the Operator shall transfer to the Participant all amounts due by the Operator to the Participant with respect to Transfers, however, the Operator shall have the right to withhold the funds purposed to be transferred to such Participant for the purpose of fulfillment of Participant's obligations towards the Operator.

4.13. Participant's activities in the System may be terminated subject to entering into the Directory of the information on the termination of participation for the following reasons:

- 1) at Participant's initiative — based on such Participant's notice on unilateral termination of the Participation Agreement if such possibility for termination is set forth in such Participation Agreement upon receipt of a written application but not later than at 12:00 of the next working day after receipt of the notice;
- 2) at Operator's initiative — on the day when the reasons below occur:
 - a) the license for effecting money transfers without opening a banking account has been withdrawn from Participant;
 - b) bankruptcy proceedings have been initiated against the Participant in accordance with a bankruptcy, insolvency, reorganization, liquidation or debt settlement law applicable in the country of Participant's incorporation;
 - c) reasons for the suspension of participation in the System set forth in Clause 4.11 of these Rules continue to exist;
 - d) the Operator discontinues to effect Transfers on the territory of all countries in which a Participant carries out its activities;
 - e) no transactions have been originated in the System by Participant for three months.

The Operator shall notify a Participant on the termination of its participation in the System by in writing not later than on the next working day after a relevant termination specifying reasons for such termination.

4.14. Termination of participation in the System shall have the following implications:

- a) the Operator shall, on the day of receipt of Participant's termination notice or on the day when the decision to terminate participation in the System is taken, terminate acceptance of both Outgoing Transfers from such Participant and Incoming Transfers purposed for payout by such Participant in the UNISTREAM Software;
- b) all Transfers accepted by the System prior to the termination date shall be paid out;
- c) all Transfers accepted by the System after the termination date shall be returned by the Sending Participant to Senders;
- d) the Participant shall pay to the Operator all amounts due related to effected Transfers;
- e) the Operator shall pay to the Participant all amounts due by the Operator and related to effected Transfers, however, the Operator shall have the right to withhold amounts due to set-off against Participant's obligations towards the Operator.
- f) the Participant shall, not later than on the next working day after receipt of Operator's notice on termination of participation in the System stop using the UNISTREAM Software, any signs, signboards or any other materials including UNISTREAM's name and logotype and designating such Participant as a System Participant, in particular in any advertising, on such Participant's website or the mass media;
- g) these Rules or any other obligations of such Participant relating to Transfer services shall remain in force and effect and their application shall continue until all uncompleted Transfer services have been rendered by such Participant and/or until settlements relating to the same between Participant and Customers and between the Participant and the Operator have been completed and until all other obligations of such Participant relating to its participation in the System have been settled.

5. Principles of the organization and operations of UNISTREAM System

5.1. The subjects of relationships within the System shall be the Operator, Customers and Participants.

5.2. Each Participant, including the Operator, shall be entitled to act as the Sending Participant and/or the Executing Participant while effecting Transfers.

5.3. Transfers within the System shall be effected in accordance with procedures set forth in the Terms and Conditions of Transfers and in these Rules.

In particular cases which may be provided in the Participation Agreements with particular Participants Transfers may be effected:

- a) by crediting Transfer Amount to Beneficiary's account by Executing Participant,
- b) through an Internet website of the Operator or any third party with which the Operator has an agreement,
- c) via banking prepaid cards;
- d) in any other manner at Operator's sole discretion in accordance with the applicable law.

The information on some types of Money Transfers and applicable terms and conditions shall be approved by the Operator and placed at Internet websites relating to such service.

5.4. The Operator shall store the data on operations effected by Participants in the System within five years from the date of relevant operation. Such data related to a Participant may be provided by the Operator to such Participant at the written request of the latter within 30 calendar days from the receipt of such request.

5.5. Participants shall effect Transfers through their POS which shall correspond to the requirements of applicable laws of the country of incorporation of such Participant and Operator's requirements.

The POS of Participants and operating hours shall be specified by the Operator in the Directory and every POS shall be assigned an identification number (prefix) logically related to the identification number of Participant.

Participants shall notify the Operator on any changes made to the POS structure and/or their operating hours two working days before such changes become effective and the Operator shall make relevant changes to the Directory not later than on the next working day after receipt of relevant written notice on such changes.

5.6. Transfers shall be effected subject to following limitations set forth in the Terms and Conditions of Transfers:

- a) purpose — the Sender shall not be entitled to send Transfers for the purpose of carrying out entrepreneurial activities or investment activities;
- b) Transfer Currency — restrictions may be defined by the applicable law of the country of incorporation of the Sending Participant and/or Executing Participant or in the Participation Agreement entered into by a Participant, or at the instruction of the Bank's executive officer;
- c) Transfer Amount — restrictions may be defined by the applicable law of the country of incorporation of the Sending Participant and/or Executing Participant or in the Participation Agreement entered into by a Participant or at the instruction of the Bank's executive officer.

Participant shall notify the Operator on any restrictions to acceptance and/or payout of any Transfer set forth by the applicable law of the country of incorporation of such Participant at least five working days prior to the commencement of application of such restrictions, and the Operator shall enter such restrictions into the UNISTREAM Software.

5.7. Participants shall:

- a) notify Customers on the Terms and Conditions of Transfers, inform on Transfer Fee, as well as provide any other information relating to such Participant's activities in the System and relevant changes;
- b) independently prepare for their employees internal regulations pertaining to the work with the UNISTREAM Software, Transfers, Customers complying

with the applicable law of such Participant's country of incorporation;

c) notify the Operator on any circumstances temporary preventing from acceptance and/or payout of Transfers at Participant's POS within 15 minutes after their occurrence specifying an expected time of renewal of rendering the services relating to Transfers;

d) take all due measures to prevent any unauthorized access to and transfer within the System of any information relating to Transfers on behalf of relevant Participant;

e) to synchronize the data System in accordance with the Operator's instructions.

f) store the documents provided to Customers when effecting Transfers, maintain the archives of Electronic Notices and instructions during at least five years, provide the Operator with full, accurate and legible certified (including notarized) copies of the documents relating to Transfers within one month following the receipt of relevant request.

5.8. The Participants using the UNISTREAM Software shall secure availability of the equipment and communication channels required to work in the System in accordance with the requirements defined by the Operator, complete the installation and setting up the UNISTREAM Software in accordance with the operating manuals provided by the Operator.

5.9. The Parties shall exchange the information on any Transfers, including any transfer, processing and receipt between the Parties of Electronic Notices and instructions, information on the current status of Transfers, as well as create reporting in respect of Transfer operations during relevant period in a real-time mode by means of entering and designating relevant information into the UNISTREAM Software and its synchronization.

5.10. All Electronic Notices and instructions in respect of Transfers created by Participants within the UNISTREAM Software shall become effective upon their confirmation by the Operator within the UNISTREAM Software.

5.11. During each phase a Transfer will be assigned the following types of statuses in the UNISTREAM Software:

1) "created" — to be assigned by relevant Sending Participant upon receipt of relevant Transfer Request from the Sender;

2) "paid" — to be assigned by relevant Sending Participant after receipt from the Sender the Transfer Amount and the Transfer Fee, following which the Sending Participant becomes liable to the Sender for sending a Transfer;

3) "approved" — to be assigned by Sending Participant upon creation of the Electronic Instruction for Transfer disbursement within the System, after which the Sending Participant becomes liable to the Operator in respect of the settlements relating to sending of the Outgoing Transfer;

4) "accepted" — to be assigned by the Operator after the Operator confirms the Electronic Instruction from the Sending Participant to disburse relevant Transfer, following which the System becomes liable to the Sender for effecting Transfer;

5) "for disbursement" — to be assigned by the Executing Participant upon presentation by Beneficiary of an Application for Disbursement and the intention of Executing Participant to pay out the Transfer to the Beneficiary, following which the Executing Participant shall be liable to other Participants and Customers for disbursement of such Transfer;

6) "paid out" — to be assigned by the Executing Participant after the Transfer has been repaid to the Beneficiary and relevant Electronic Notice on such Transfer repayment has been created in the System, following which the Operator becomes liable to the Executing Participant for payment settlements related to Transfer;

7) "delivered" — to be assigned by the Operator after the Operator confirms the Electronic Notice from the Executing Participant to repay relevant Transfer, following which System's obligations against Customers in respect of relevant Transfer shall be considered as fulfilled;

8) "canceled" — to be assigned by the Operator to any Transfer not repaid to relevant Beneficiary if:

a) Sender has provided a written request to cancel a Transfer within 30 days after it has been sent;

b) at Operator's initiative — upon expiry of 31 calendar days after sending the Transfer to which no "delivered" status has been assigned in UNISTREAM Software within that period of time;

c) in case if Executing Participant stops participating in the System or in other similar circumstances making disbursement of Transfer to the Beneficiary impossible for any reason beyond Customers' control.

After the Transfer has been assigned the "canceled" status, relevant Sending Participant shall be liable to the Sender for returning him a Transfer Amount.

9) "canceled.returned" — to be assigned by the Sending Participant and means that the Sender has received the amount of canceled Money Transfer.

In any event where a Participant uses an integrated solution statuses 1-3 and 5-6, 9 may not apply.

5.12. Participants shall use UNISTREAM trademark, UNISTREAM Software and the brand name of UNISTREAM System in accordance with these Rules and Participation Agreements and shall not have the right to:

a) make any claims in respect of them, whether during its participation in the System or upon termination;

b) commit any activities breaching Operator's rights to Operator's trademarks;

c) use the UNISTREAM Software for any purpose different from the purpose of participation in the System without Operator's approval;

d) assign rights for using the UNISTREAM Software to any third party without Operator's approval;

e) breach Operator's rights as a holder of rights to the UNISTREAM Software and the UNISTREAM trademark in any other way.

5.13. The Operator shall be entitled to enter with Participants and other counterparties into separate agreements on effecting Transfers for Customers' payments for third-party services or refunding, where relevant funds had been transferred by Customers for relevant third-party services ("Banking products transfers"). In such events:

a) the Operator shall enter into the Directory information on the Participant effecting Banking product transfers and/or information on Transfer Fee for such banking products;

b) a Participant shall accept and send Banking products transfers to the benefit of the legal entities which are a party of an agreement with the Operator on acceptance of Banking products transfers.

5.14. Communication between the settlement center of UNISTREAM System and Participants is based on mandatory protection of transmitted information with cryptographic protection facilities. All Transfers shall have an electronic digital signature of Sending Participant.

5.15. The Operator shall update its software from time to time by adding new functionalities and improving the existing ones. The Participant will receive by email notices on new versions and changes made to UNISTREAM Software. It is possible that a Participant will need to improve its integration solution to use new functionalities provided by UNISTREAM System.

6. Work of UNISTREAM Participants with Customers

6.1. General terms and conditions

6.1.1. Customers shall be serviced by Participants in accordance with the Terms and Conditions of Transfers. Some conditions of accepting Transfers from Senders and/or their disbursement to Beneficiaries may differ within the limits defined in the Terms and Conditions of Transfers depending on the specifics of the applicable law of the country of incorporation of Participant provided that such modifications do not contradict to these Rules. The Terms and Conditions of Transfers shall have an effect of an agreement of accession for Customers and Participants and shall be considered accepted:

a) by the Customer — upon Customer's order given to a Participant to send relevant Transfer or a request to disburse such Transfer;

b) Participant — upon entering into Participation Agreement.

6.1.2. In the process of providing services to Customers Participants shall fulfill the following requirements:

a) to inform Customers on the and to provide that the Terms and Conditions of Transfers to Customers, in particular by placement of an electronic version of the text of the Terms and Conditions of Transfers on their websites and their paper version on the information stands at their POS's;

b) to notify Customers on any limitations applicable to Transfers;

c) to accept and disburse Transfers during all Operating Hours;

d) to observe terms for effecting operations set forth in these Rules;

e) to inform Customers on a list of the documents required for them to send Money Transfers and provide any documents for sending, disbursement, modification of terms of cancellation of Transfer;

f) to secure availability of Customer's written consent for using, processing and modifying such Customer's personal data (forms of Customer's applications

are available in UNISTREAM Software).
g) to provide a proper functioning of Participant's POS's.

6.2. Commission fee

6.2.1. For effecting transfers Customers shall pay to Participants Transfer Fees which may be charged:

- a) as a percentage from a Transfer Amount;
- b) as a fixed amount depending on a Transfer Amount;
- c) as a combination of a fixed amount and a percentage from a Transfer Amount.

6.2.2. The Sender shall pay the Transfer Fee along with the Transfer Amount immediately to relevant Sending Participant. Transfer Fee shall be distributed by the Sending Participant between the Participants involved in relevant Transfer as follows:

6.2.2.1. The Operator receives a fee for effecting Operator's functions for all address (direct, internal, transit) and no-address Transfers. Operator's fee rate shall be defined in the System Tariffs established by the Operator.

6.2.2.2. Participants acting as Sending Participants or as Executing Participants shall receive a part of the Transfer Fee for their operations when processing address or no-address incoming and outgoing Transfers. Fee amount shall be defined and distributed between Participants in accordance with Participation Agreements.

6.2.2.3. Transfer Fee due to Participants for effecting Internal Transfers shall be defined according to relevant Participation Agreements and distributed by Participants between their POS's independently.

6.2.3. The Transfer Fee Currency (the Transfer Currency or any national currency of the country on the territory of which relevant Transfer is accepted being different from the Transfer Currency) shall be defined by relevant Sending Participant at its own discretion based on the applicable law of the country of its incorporation.

6.2.4. The Operator shall publish information on Transfer Fees applicable to relevant Participant in the Directory.

6.2.5. The Operator shall be entitled to change Operator's Tariffs unilaterally providing information on such changes to Participants to whom such new Tariffs are applied not later than 3 (three) working days prior to such changes will take effect.

6.2.6. Participant shall charge fees from Customers only in accordance with Transfer Fee amounts set forth in the Directory. The Participant shall not charge any other fees for Transfers not set forth in these Rules or relevant Participation Agreement. In case if local applicable law requires charging any additional commission or fee, a Participant shall inform the Operator on this approve with the Operator such commissions or fees.

6.3. Sending Transfers

6.3.1. The Sender shall give an order for a Transfer in accordance with the Terms and Conditions of Transfers. The Sending Participant shall have the right to include into the Transfer Request application an additional information if required by applicable law of the country of incorporation of relevant Sending Participant provided a prior notice to the Operator.

6.3.2. The Sender shall be entitled to give an order to pay out a Transfer to the Beneficiary at any of the POS's of the System located:

- 1) at certain address (address transfer);
- 2) in a certain region (no-address transfer).

6.3.3. To send a Transfer a Sending Participant shall:

- 1) if required by applicable law identify the Sender by requesting the Sender to provide identity documents and other documents required by the law on anti-money laundering and the financing of terrorism of the country on the territory of which a Transfer is accepted.
- 2) inform the Sender on:
 - a) possible currency for the acceptance and disbursement of the Transfer and the exchange rate (if exchange operations effected);
 - b) amount and currency of the Transfer Fee to be paid the information on which is available in the Directory;
 - c) availability and addresses of the POS of the Executing Participant for the Transfer destination selected by the Sender;
 - d) limitations on a Transfer;
- 3) Receive from the Sender a Transfer Request in the following sequence:
 - a) to fill in an electronic form of Transfer Request as instructed by the Sender;
 - b) to print 2 counterparts of the Transfer Request and submit them to the Sender for him to confirm information and sign;
 - c) to receive from the Sender such Transfer Request signed in 2 counterparts;
 - d) to return one counterpart to Sender and to keep the second counterpart.
- 4) Receive the Transfer Amount and the Transfer Fee from the Sender.

6.3.4. Payment of Transfer Amount and Transfer Fee shall be effected and a relevant operation shall be documented by Sending Participant in accordance with the applicable law of the country on the territory of which a Transfer is accepted.

6.3.5. Upon receipt from the Sender of documents referred to above, payment of Transfer Amount and Transfer Fee the Sending Participant shall:

- a) Provide the Sender with mandatory information required for receipt of Transfer by the Beneficiary: a Money Transfer Control Number, POS address of Executing Participant or the region of the receipt and a list of Participants in such region.
- b) Promptly create in the System the Electronic Instruction and assign the "approved" status to the Transfer.

6.3.6. An Electronic Instruction of Sending Participant shall be processed by UNISTREAM Software in the real-time mode (upon a synchronization) upon which the Transfer an "accepted" status shall be assigned to the Transfer by UNISTREAM software.

Any Transfer which has not been assigned with an "accepted" status shall be considered unsent and regarded by the Operator as a Transfer not paid by the Beneficiary. Such Transfer shall not be accounted in settlements with the Sending Participant.

6.4. A Participant shall be entitled to refuse to the Sender to provide a Transfer service if:

- the Sender fails to present his identity document or any other document in accordance with the applicable law of the country on the territory of which such Transfer is accepted, except for the case if the applicable law of the country on the territory of which relevant transfer is accepted allows effecting payments without an identification of the Sender;
- any evidences in respect of the Sender of his/her participation in any terrorist activities, which have been received in accordance with the law on anti-money laundering of the country on the territory of which a Transfer is accepted.

6.4. Disbursement of Transfers

6.4.1. A Transfer shall be available for disbursement after it has been assigned with the "accepted" status.

The Beneficiary shall be entitled to address to a relevant Executing Participant for Transfer disbursement within 31 calendar days from the date of sending a Transfer by the Sender.

6.4.2. The Sender shall notify the Beneficiary on the Transfer sent specifying information on Control Number, Transfer Amount and Currency, address and POS of Executing Participant independently or by sending an SMS.

6.4.3. A Transfer shall be paid out to the Beneficiary by Executing Participant defined in accordance with Sender's Transfer Request:

- 1) at the POS located at certain address;
- 2) in any certain region if POS is not specified in the Transfer Request.

6.4.4. A Transfer shall be paid out to the Beneficiary upon provision of Transfer Disbursement Request signed by the Beneficiary.

The Executing Participant shall identify the Beneficiary if required by applicable law and shall be entitled to include into a form of the Transfer Disbursement Request any additional information as may be required by applicable law of the country of incorporation of Executing Participant.

6.4.5. Prior to Transfer disbursement to the Beneficiary the Executing Participant shall:

- 1) Check the Transfer Status in UNISTREAM Software;
- 2) Identify the Beneficiary in accordance with the applicable law of the country where a Transfer to be paid out;
- 3) Execute a Transfer Disbursement Request in the following sequence:
 - a) to fill in a Request in the electronic form in accordance with the Terms and Conditions of Transfers based on the information provided and Beneficiary's documents;
 - b) print the Request and submit to the Beneficiary two counterparts of such Request to check and sign;
 - d) return one counterpart to the Beneficiary and keep the second counterpart.

6.4.6. A Transfer may be paid out to the Beneficiary if it has been assigned with "accepted" status in UNISTREAM Software and provided fulfillment by the Beneficiary of the following requirements in accordance with the applicable law of the country where such Transfer to be paid out:

- 1) providing the document(s) that would allow to identify the Beneficiary;
- 2) providing any other documents required in accordance with the applicable law of the country where Transfer to be paid out;
- 3) correspondence between the data in a Request for Transfer Disbursement with the data from the Electronic Instruction sent by relevant Sending Participant:
 - a) a Money Transfer Control Number;
 - b) a Transfer Amount and Currency;
 - c) Beneficiary's name.

6.4.7. Where the information on the Transfer provided by the Beneficiary is different from the information available in the System, then an Executing Participant shall refuse disbursing such Transfer to the Beneficiary. In such event the Beneficiary shall have the right to specify information on such Transfer with the Sender and readdress to the Executing Participant for Transfer receipt.

6.4.8. Where Executing Participant disburses a Transfer to the Beneficiary, the Participant shall assign to such Transfer "for disbursement" status.

6.4.9. The Executing Participant shall disburse a Transfer Amount and execute relevant operation in accordance with the applicable law of the country where Transfer is paid out.

6.4.10. At the time of disbursement of the Transfer to the Beneficiary the Executing Participant shall create in UNISTREAM Software an Electronic Instruction that the Transfer has been paid out and assign the "delivered" status to the Transfer.

A Transfer to which no "delivered" status has been assigned in UNISTREAM Software shall be considered as unpaid to the Beneficiary and considered by the Operator as not claimed by the Beneficiary and shall be canceled by the Operator automatically as such on the 32nd calendar day upon date of sending a Transfer. The Operator shall retain a relevant fee for such Transfer.

6.5. A Participant shall be allowed to refuse disbursement of a Transfer if:

- the Beneficiary refuses to present his identity document or other document in accordance with the applicable law of the country where such Transfer to be paid out;
- any evidences with respect to the Beneficiary of his/her participation in any terrorist activities, which evidences have been received in accordance with the applicable anti-money laundering law of the country where Transfer shall be paid out.

6.5. Changes of Transfers terms

6.5.1. The Sender shall be entitled to change terms of Transfer sent by submitting to the POS of the Sending Participant from whom that Transfer was sent a written request as per a form provided by the Operator.

6.5.2. A Sending Participant shall accept a Sender's Request to change the Transfer terms provided that:

- 1) a Transfer has an "accepted" status in UNISTREAM Software at the time of submission of the above Request;
- 2) the Sender presents to the Sending Participant his passport or any other identity document.

6.5.3. The Sender shall be entitled to change following terms of Transfer:

- a) Beneficiary's name;
- b) POS for Transfer payout if a Transfer is paid out by a certain Executing Participant.

If needed to change any other terms of Transfer the Sender shall be entitled to cancel the Transfer sent and send a new Transfer.

6.5.4. To change the terms of Transfer an additional fee may be charged from Sender if such fee is provided in the agreement with that Sending Participant.

6.5.5. In case of any changes of Transfer terms the Sending Participant shall, at the time of acceptance of a Request for Transfer change from the Sender, create an Electronic Notice on changes of Transfer terms.

6.5.6. If at the time of creation of such Electronic Notice a Transfer has not been assigned with a "delivered" status, an Executing Participant repaying such Transfer shall, provided a compliance of the information specified in an Electronic Notice with Beneficiary's data set forth in relevant identity document, assign an "approved" status to the Electronic Notice on Transfer changes, afterwards that Transfer shall be repaid to the Beneficiary under the new terms or assign a "rejected" status to such Electronic Notice and refuse to disburse it.

6.5.7. Electronic Notices on No-Address Transfers shall be approved automatically.

6.6. Cancellation of Transfers

6.6.1. A Transfer may be cancelled in following cases:

- 1) at Sender's initiative;
- 2) at Operator's initiative unilaterally in following cases:
 - a) automatically on the 32nd calendar day after sending a Transfer which has not been claimed or received by the Beneficiary, also in case of non-providing by Sender or Beneficiary of appropriate data and/or documents required to receive such Transfer;
 - b) an Executing Participant terminates its participation in the System;
 - c) in any other circumstances making such disbursement of the Transfer to the Beneficiary by Executing Participant or any other Participant impossible for any reason beyond the control of the Sender or Beneficiary.

6.6.2. Cancellation of Transfer at Sender's initiative shall be performed as follows:

The Sender shall submit to the Sending Participant (to the POCS of such Sending Participant from which such Transfer was sent) a Request for Transfer cancellation in the form set forth by the Operator.

The Sending Participant shall accept a Sender's Request for Transfer cancellation provided that:

- 1) such Transfer has an "accepted" status in UNISTREAM Software at the time of submission of the above Request;
- 2) the Sender presents to the Sending Participant the passport or any other identity document.

6.6.2.3. The Sending Participant shall, at the time of receipt of from the Sender of a Request for Transfer cancellation, send to an Executing Participant through UNISTREAM Software an Electronic Notice on such Transfer cancellation, after that an Executing Participant having received such notice shall, within 3 banking days (except for certain Participants the period of cancellation approval for which lasts longer than 2 weeks), assign to such Electronic Notice on Transfer cancellation in UNISTREAM Software:

- 1) an "approved" status if the Transfer has not been paid out to the Beneficiary by the time of receipt of the above Electronic Notice
- or
- 2) a "rejected" status if the Transfer has been actually paid to the Beneficiary by the time of receipt of the above Electronic Notice.

6.6.2.4. After an Executing Participant has confirmed such Electronic Notice on Transfer cancellation from the Sending Participant, the Operator shall assign to such Transfer a "canceled" status in UNISTREAM Software.

6.6.2.5. If an Executing Participant rejects an Electronic Notice on Transfer cancellation a Transfer shall not be canceled.

6.6.2.6. In case of Transfer cancellation by the Sender no additional cancellation fee shall be charged from the Sender. The Transfer Fee paid by the Sender shall not be reimbursed. Fee for No-Address Transfers due to Executing Participant for the disbursement of such Transfer and not received by the latter by the time of such Transfer cancellation shall be retained by the Operator.

6.6.3. The Operator shall cancel a Transfer at its initiative unilaterally by assigning to such Transfer a "rejected" status in UNISTREAM Software next working day after the circumstances set forth in clause 6.6.1 of these Rules have occurred without any Electronic Notice to relevant Sending Participant and Executing Participant.

6.6.4. If the Transfer is canceled as unclaimed (not received by the Beneficiary), no additional Transfer cancellation fee shall be charged from the Sender, the Transfer Fee paid by such Sender shall not be reimbursed to the Sender. Fee for No-Address Transfer Fee due for disbursement of such Transfer to an Executing Participant but not received by the latter by the time of such Transfer cancellation shall be retained by the Operator.

6.6.5. In case of Transfer cancellation due to termination of Executing Participant's participation in the System or due to any other circumstances making impossible the disbursement of such Transfer to the Beneficiary by such Executing Participant or any other Participant for any reasons beyond the control of the Sender or the Beneficiary, the Transfer Fee paid by such Sender shall be returned to the Sender.

6.6.6. The amount of a canceled Transfer shall be returned by a relevant Sending Participant to the Sender.

6.6.7. In case of cancellation all operations related to effecting such Transfer shall be kept in UNISTREAM Software.

6.6.8. If an amount of canceled Transfer cannot be repaid to the Sender by relevant Sending Participant, such Transfer Amount can be returned by the Operator to the Sender. In this case the Operator shall notify a Sending Participant on such repayment and relevant Sending Participant shall reimburse to the Operator the amount in course of settlements.

6.6.9. A Participant repaying to the Sender an amount of canceled Transfer shall assign to such Transfer a "canceled.returned" status in UNISTREAM Software, after that such Transfer shall be considered as returned to the Sender.

7. Procedure of settlements between UNISTREAM Participants

7.1. General provisions

7.1. Any settlements between the Participants shall be effected through the System Operator acting as the settlement center except for settlements between the Participants and their subagents which may be effected through such Participant with subsequent settlements of the Participant with the Operator on Participant's behalf and on relevant subagent's behalf.

7.2. Settlements between Participants and the Operator shall be made through loro, nostro accounts or relevant claims/obligations account.

7.3. Operator's settlements with Participants in accordance with clause 7.2 shall be made through any accounts:

- a) for all Money Transfers accepted by the Participant

or

- b) for any Money Transfer actually paid out by relevant Participant (incoming Money Transfers to the benefit of Participants).

7.4. The Parties shall define exact terms and conditions of settlements including a frequency of such payments, etc. in their Participation Agreements.

7.2. Procedure of defining Participant's obligations

7.2.1. Clearing (mutual settlements between a Participant and the Operator) on disbursed Money Transfers shall be effected as follows:

7.2.1.1. The Operator shall, based on the reports on completed Money Transfers generated by UNISTREAM Software, maintain daily records of the Money Transfer operations effected between the Parties, as well as of any mutual claims and obligations between the Parties based on the results of such operations.

Any operations effected on any weekend and/or public holiday or on any working day preceding such weekend and/or public holiday shall be recorded on the first working day following such weekend and/or public holiday.

Participant's obligations against the Operator and Operator's obligations against such Participant shall be recorded in Operator's balance sheet accounts specified in relevant Participation Agreement.

Statements of the above accounts made by the Operator will not be sent to Participant and shall be an unconditional evidence and written proof of availability of mutual claims and obligations in any disputable situation.

7.2.1.2. The Operator shall daily set-off counter claims and obligations of the Parties (clearing) based on the results of Money Transfer operations completed between the Parties.

7.2.1.3. If as a result of such clearing, the total amount of:

- a) direct and/or transit Money Transfers outgoing from a Participant on an accounting day;
 - b) fees due to the Operator and other Executing Participants for the acceptance and disbursement of any Money Transfers mentioned above in item (a);
 - c) fees due to the Operator for effecting Operator's functions while effecting internal Money Transfers between the points of Customer service of relevant Participant; exceeds the total amount of;
 - d) direct and/or transit Money Transfers actually disbursed during an accounting day by such Participant to the Beneficiaries (which shall have the "delivered" status in UNISTREAM Software);
 - e) fees due to a Participant for the disbursement of the Money Transfers mentioned above in item (d),
 - f) direct/transit outgoing Money Transfers from such Participant (including uncollected Transfers) canceled during an accounting day which were purposed for disbursement but have been not paid out by the Operator to the Beneficiaries,
- then a Participant shall have an obligation against the Operator, and the Operator shall have a claim against such Participant who shall be obliged to transfer a difference amount to Operator's correspondent accounts on the settlement day.

7.2.1.4. If as a result of such clearing, the total amount of:

- a) direct and/or transit Money Transfers outgoing from a Participant on an accounting day;
 - b) fees due to the Operator and other Executing Participants for the completion and disbursement of any Money Transfers mentioned above in item (a);
 - c) fees due to the Operator for effecting Operator's functions while effecting internal Money Transfers between the points of Customer service of a Participant; is less than the total amount of:
 - d) direct and/or transit Money Transfers actually disbursed during an accounting day by such Participant to the Beneficiaries (which shall have the "delivered" status in UNISTREAM Software);
 - e) fees due to a Participant for the disbursement of the Money Transfers mentioned above in item (d);
 - f) direct/transit outgoing Money Transfers from such Participant (including unclaimed Transfers) canceled during an accounting day which were purposed for disbursement but have not been disbursed by the Operator to the Beneficiaries;
- then the Operator shall have an obligation against such Participant and the Participant shall have a claim against the Operator who shall be obliged to transfer relevant difference amount to such Participant's correspondent accounts on the settlement day.

7.2.1.5. While effecting internal transfers between Participant's points of Customer service in an accounting day:

- a) the amount of Operator's fee for effecting Operator's functions in a relevant accounting day shall be included in settlements between the Parties when effecting the clearing;
- b) the amount of internal money transfers and the amount of the fees due to such Participant for acting as a Sending Participant and Executing Participant shall not be taken into account during settlements between the Parties;
- c) settlements on internal transfers (including canceled transfers) between such Participant's points of Customer service shall be made by such Participant independently.

7.2.1.6. The amounts of Money Transfers changed or withdrawn for technical reasons shall not be included in the total amount of settlements between the Parties.

7.2.1.7. The claims and obligations of the Parties mentioned above in clauses 7.2.1.1.-7.2.1.6 shall be accounted separately in every currency of the Money Transfers effected by the Parties. The amounts of the fulfilled obligations shall be transferred to the accounts of Parties in relevant currencies.

7.2.2. Clearing (mutual settlements between a Participant and the Operator) on accepted Money Transfers shall be effected as follows:

7.2.2.1. The Operator shall, based on the reports on the completed Money Transfers generated in UNISTREAM Software, maintain daily records of the Money Transfer operations conducted between the Parties, as well as of any mutual claims and obligations between the Parties based on the results of such operations. Operations conducted on a weekend and/or public holiday or on a working day preceding such weekend and/or public holiday shall be recorded on the first working day following such weekend and/or public holiday.

Participant's obligations against the Operator and Operator's obligations against a Participant shall be recorded in Operator's balance sheet accounts.

Statements of the above accounts made by the Operator will not be sent to a Participant and shall be an unconditional evidence and written proof of availability of mutual claims and obligations in any disputable situation.

7.2.2.2. The Operator shall set-off on a daily basis counter claims and obligations of the Parties based on the results of Money Transfer operations completed between the Parties.

7.2.2.3. If as a result of such clearing, the total amount of:

- a) direct and/or transit Money Transfers outgoing from a Participant on a relevant accounting day;
 - b) fees due to the Operator and other Executing Participant for acceptance and disbursement of Money Transfers mentioned above in item (a);
 - c) fees due to the Operator for effecting Operator's functions in internal Money Transfers between the points of Customer service of a Participant;
 - d) direct/transit incoming Money Transfers from such Participant (including unclaimed Transfers) canceled during an accounting day which were purposed for disbursement but have not been disbursed by the Participant to the Beneficiaries;
- exceeds the total amount of:
- e) direct and/or transit Money Transfers actually disbursed during a relevant accounting day by a Participant to the Beneficiaries (which shall have a "delivered" status in UNISTREAM Software);
 - f) fees due to a Participant for the disbursement of the Money Transfers mentioned above in item (e);
 - g) direct/transit outgoing Transfers from a Participant (including unclaimed Transfers) canceled during a relevant accounting day which have been purposed for disbursement but have not been disbursed by the Operator to the Beneficiaries;
- then a Participant shall have an obligation against the Operator and the Operator shall have a claim against such Participant who shall transfer a difference amount to Operator's correspondent accounts on the settlement day.

7.2.2.4. If as a result of such clearing, the total amount of:

- a) direct and/or transit Money Transfers outgoing from a Participant on an accounting day;
 - b) fees due to the Operator and other Executing Participants for the acceptance and disbursement of Money Transfers mentioned above in item (a);
 - c) fees due to the Operator for effecting Operator's functions in internal Money Transfers between the points of Customer service of a Participant;
 - d) direct/transit incoming Transfers from a Participant (including unclaimed Transfers) canceled during an accounting day which were purposed for disbursement but have not been disbursed by the Participant to the Beneficiaries;
- is less than the total amount of:
- e) direct and/or transit Transfers actually disbursed during an accounting day by a Participant to the Beneficiaries (which shall have a "delivered" status in UNISTREAM Software);
 - f) fees due to a Participant for the disbursement of the Transfers mentioned above in item (e);
 - g) direct/transit outgoing Transfers from a Participant (including unclaimed Transfers) canceled during an accounting day which were purposed for disbursement but have not been disbursed by the Operator to the Beneficiaries;
- then the Operator shall have an obligation against such Participant and a Participant shall have a claim against the Operator who shall be obliged to transfer a difference amount to such Participant's correspondent accounts on the settlement day.

7.2.2.5. While effecting internal transfers between such Participant's points of Customer service during an accounting day:

- a) the amount of Operator's fee for effecting Operator's functions during an accounting day shall be included into settlements between the Parties;
- b) the amount of internal Transfers and the amount of the fees due to Participant for acting as a Sending Participant and Executing Participant shall not be taken into account during settlements between the Parties;
- c) settlements on internal Transfers (including canceled transfers) between Participant's points of Customer service shall be completed by a Participant independently.

7.2.2.6. The amounts of Transfers changed or withdrawn for technical reasons shall not be included in the total amount of settlements between the Parties.

7.2.2.7. The claims and obligations of the Parties mentioned above in clauses 7.2.2.1.-7.2.2.6. shall be accounted separately in each currency of the Transfers effected by the Parties. The amounts of the fulfilled obligations shall be transferred to the accounts of relevant Parties in relevant currencies.

7.3. If an amount in one currency is not sufficient to settle Participant's obligations made in such currency, then the Operator shall be entitled to exchange Participant's funds in another currency into a currency of outstanding obligations and set off the funds towards the fulfillment of the above obligations. An exchange shall be made at the Operator's internal exchange rate.

8. Risk management at UNISTREAM System

8.1. The Operator shall manage the risks in the System in order to secure the efficiency and continuity of its operations in accordance with the requirements of the Bank of Russia with due consideration of the specifics provided in these Rules.

8.2. To minimize the risks of any Participant's default on obligations the Operator shall have the right to require from a Participant to make a prepayment for the future operations in the amount of the planned turnover. Also the Operator shall have the right to limit the debt (set or change the limits) of a Participant against the Operator

by sending an e-mail notice to that Participant.

8.3. Participants shall, within ten working days from the expire of each reporting period (month, quarter, year) present to the Operator their banking, financial and accounting reports for a relevant reporting period including the profit and loss account, accounting balance sheet, as well as any information on such Participant's performance indicators that were prepared in accordance with applicable generally accepted accounting principles duly certified by Participant's independent auditors or in accordance with any other accounting principles acceptable for the Operator.

The structure of financial information provided by Participants shall be defined in accordance with the regulatory requirements of each of the countries but in any case shall include an accounting balance sheet, profit and loss account, statement of changes in shareholders' equity, statement of cash flow, statement of standard values in the Russian or English language.

8.4. Each Participant shall provide the Operator with a written notice on its intentions to liquidate, materially change its core business, transfer or sell any substantial part (with the value of 25% or more) of such Participant's total assets. Each Participant shall notify the Operator on any court decisions, court orders, orders on property arrest, writs of execution or collection in respect of any substantial part (with the value of 5% or more) of the total assets of such Participant, as well as on its overdue tax liabilities and other mandatory payments within three days after such Participant became aware of any events referred to above. Each Participant shall, prior to the commencement of providing Transfer services, provide to the Operator's full information as listed above.

8.5. The Operator shall be entitled, whether prior to the commencement of providing Transfer services or at any other time during the effective period of the Participation Agreement entered into with a Participant, to request from such Participant any information needed to perform the financial analysis of activities of such Participant and its affiliates. Every Participant shall timely provide the Operator with any information in accordance with such requests. In any event where Participant's activities change adversely, including the settlement discipline under relevant Agreement, financial position, business processes, goods or services, including those the information on which has been received from the mass media, the Operator shall be entitled to suspend the participation of such Participant in the System and/or require from the same any additional security in respect of such Participant's obligations.

9. Liability of UNISTREAM Participants

9.1. The Participant shall bear liability for due performance of these Rules and the Terms and Conditions of Transfers.

9.2. In case of a breach by the Participant of the Rules or the Terms and Conditions of Transfers, the Participant shall reimburse to the Operator or any persons having suffered losses the amount of real losses which has been proofed by the documents.

9.3. If the Participant fails to observe terms of fulfillment of its payment obligations towards other Participants, the Operator shall have the right to require from such Participant to pay penalty interest charged:

- a) at the double discount rate of the Bank of Russia being in effect during relevant period of default — to any overdue debt amount in Russian rubles for every day of payment delay until the date of repayment of a debt;
- b) at the double LIBOR rate being in effect during relevant period of default — to any overdue debt amount in foreign currency for every day of payment delay until the date of repayment of a debt.

The total amount of such penalty interest shall not exceed a relevant overdue amount. Any losses caused by untimely fulfillment of obligations, above the penalty interest, shall not be compensated.

9.4. For breach by the Participant of the Rules of use of the UNISTREAM trademark or the UNISTREAM Software, the Participant shall pay to the Operator, at the request of the latter, the fine in the amount equivalent to 5,000 (five thousand) Euros for each case of using the UNISTREAM Software and/or the above trademark and/or Operator's name in violation of these Rules and shall bear another liability in accordance with the applicable law.

9.5. The Operator shall be entitled to set off amounts of documented losses according to clause 9.2 and/or penalty interest according to clause 9.3 due by the Participant to the Operator in course of settlements of Participant's obligations. Any penalty amounts due by the Operator to the benefit of Participants shall be taken into account in settlements of under Participant's obligations provided that such amounts have been confirmed by the Operator.

9.6. Each Participant shall be independently liable for the conformity of its activities on effecting Transfers with the requirements of the System and the applicable law, for timely changes of Transfer statuses in UNISTREAM Software, for any operations related to Transfers through or with the assistance of the UNISTREAM Software, any other data processing systems, means of telecommunication, POS's, as well as for any activities of such Participant's employees involved into implementation of Transfers including (but not limited to) any unfair transactions of Participant's employees.

9.7. Participants shall bear sole liability for taking all necessary measures purposed to secure the operations implemented by the Participant in the System, in particular in accordance with the System Information Security Policy approved by the Operator.

9.8. Participants shall bear sole liability for taking all necessary measures insuring the safety of Customer's personal data, in particular for the storage of Customers' requests including relevant consent to use, process and amend their personal data during at least three years.

9.9. Each Participant shall independently bear the risk and the financial implications for fulfillment of any obligation to return Incoming Transfer amounts sent by that Participant that have been canceled by the Operator as unclaimed or unpaid to the Beneficiary in case if such Participant acting as an Executing Participant timely and in accordance with these Rules has not assigned to such Transfer a "repaid" status within the UNISTREAM Software irrespective of whether such Participant has actually disbursed such Transfer to the Beneficiary or not.

Upon cancellation of such Transfers by the Operator the Participant shall fulfill its obligations towards the Operator arising with respect to such cancellation within the period of time defined for execution of relevant settlements in accordance with these Rules.

In the case if a Transfer cancelled has actually been paid to a relevant Beneficiary by such Participant at the time of cancellation without changing the Transfer status by the Participant in UNISTREAM Software, such Transfer shall be subsequently recorded as disbursed in the relationship between the Operator and the Participant only after the Participant provides certified copies of evidencing that the Transfer had been disbursed to the Beneficiary (Request for Transfer Disbursement and the cash voucher (or any other document in replacement of the same for non-resident Participants)) and copies of the Beneficiary's identity document specified in the relevant Request for Transfer Disbursement.

9.10. Each Participant shall bear sole liability for providing of all accounting data and information to relevant law enforcement agencies and the agencies responsible for anti-money laundering and combating the financing of terrorism in the manner set forth by the applicable law of the country of incorporation of the Participant.

9.11. Participants shall be exempted from liability for any failure to fulfill or inappropriate fulfillment of their obligations based on these Rules where such infringements result from any force-majeure circumstances.

In case of occurrence of force-majeure circumstances, the System Participant shall notify the Operator thereof through available means of communication with a following written confirmation within two working days with documentary evidences attached.

In case of occurrence of force-majeure circumstances, the Operator shall notify thereof other Participants in writing through available means of communication. Such notice shall include information on the nature of such force-majeure circumstances and, if possible, assessment of their impact on the possibility of fulfilling obligations.

The above notice shall be a ground for the Operator to suspend the participation of the Participant having sent such notice in the System or (where the above circumstances affect Operator's activities) to suspect System's activities until such force-majeure circumstances cease to act.

After the force-majeure circumstances have ceased to act the Participant shall notify the Operator thereof (and the Operator shall notify other Participants thereof) specifying the terms starting from which such Participant would be ready to re-launch its participation in the System and the System shall resume its activities.

9.12. Any termination (cessation) of participation or operations in the System due to force-majeure circumstances shall not release Participants from their obligations having arisen prior to the occurrence of relevant circumstances.

10. Resolution of disputes

10.1. These Rules shall be governed by the applicable law of the Russian Federation.

Should there be any mandatory provisions being applicable on the territory of the country of incorporation of POS's excluding application of contractual terms in the relationships related to Transfers, such mandatory provisions shall prevail over the terms and conditions of these Rules.

10.2. Any disagreement between Participants related to Transfers or settlements between Participant that may serve as a ground for any disputes between Participants and their judicial examination shall be settled by the Operator in a complaint procedure.

10.3. Participant's complaint shall be made in writing in the Russian or English language on the official letterhead of the sender signed by an authorized Executing officer and shall be sent to the other party by registered mail or in any other way confirming that such complaint has been delivered to the addressee. Such complaint shall be presented within one month after arising of the grounds for that and shall specify all circumstances being a ground for the complaint, as well as the date when such circumstances arose. Any claims received upon expiry of the above period shall not be considered.

10.4. A complaint examination shall include the investigation of the circumstances which would allow to establish facts of fulfillment (failure to fulfill) by Participant of their functions and obligations arising out of these Rules. The Operator shall be entitled to request from the Participants any information required to make such circumstances clear.

10.5. If a complaint refers to, among others, the authenticity, integrity, correctness, invariability of relevant Electronic Instructions and Notices, any other issues related to the electronic document flow, then the examination of such complaints shall include the creation of relevant mediation commission with the participation of interested System Participant which would examine relevant Electronic Instructions and Notices being the object of such complaint. The creation of such mediation commission and an examination shall be completed in accordance with relevant agreements on electronic document flow entered into by Participants.

10.6. The decision on relevant claim shall be made within one month following the receipt of such complaint and shall be notified to the Participant having sent the same in writing.

10.7. The entries in Operator's databases shall have priority over the records in the databases of other System Participants provided the proof of authenticity of relevant Electronic Instructions and Notices.

10.8. All statements of Participant Accounts made by the Operator used for recording Participant's obligations to the Operator, signed by an authorized director and certified by the seal of the Operator shall be considered as documents confirming mutual obligations and claims between the Parties, which, together with the General Clearing Report made by the Operator, shall have an effect of proof in case of any disputes between the Parties in respect of Participant's participation in the System.

10.9. If disputes cannot be resolved in course of complaint examination procedure, such disputes between Participants shall be resolved by the arbitration court at Operator's location in accordance with the applicable law of the Russian Federation.

10.10. Participants shall, without any prejudice to other their obligations arising out of these Rules, cooperate with the Operator including a provision of any information relating to the activities of Participants in the System, providing an access to all relevant materials of Participants in course of audit by the Operator of their activities in the System.

11. Activities purposed for anti-money laundering and combating the financing of terrorism

11.1. Participants shall fulfill activities on anti-money laundering and combating financing of terrorism (hereinafter referred to as "AML activities") as provided by the applicable law of the country of incorporation of Participant.

11.2. While effecting Transfers the Participants shall observe restrictions on purpose of Transfers and Transfer Amounts, as well as perform activities relating to the security check of their Customers as provided by the AML law applicable on the territory where Transfers are accepted and paid out.

11.3. If Customer is not appearing for the purpose of his/her personality identification in the process of sending or receiving Transfer, Participants shall secure reliable identification of such Customer by taking proper measures provided for the procedure of account opening.

11.4. Participants shall provide to each other at request information relating to their activities and required for:

- a) complete understanding of the essence of such Participant's business activities, as well as to define the reputation and monitoring quality of Participant;
- b) assessment of the level and the essence of AML activities taken by that Participant;
- c) confirmation by such Participant of its obligations with the respect to implementation of AML activities;

11.5. Each POS used by the Participant, as well as any third parties involved by Participants to accept Transfers as their POS, shall comply with the following requirements:

- a) mandatory professional registration and licensing in accordance with the applicable law of the country of incorporation of such third party;
- b) applying security check measures to System's Customers at POS's;
- c) reporting on AML activities as provided by the applicable law of the country of incorporation of Participant and or the third parties and these Rules;
- d) provision by the above third parties to Participants, at their request, of documents or information required by the latter or required from the latter by relevant authorities in accordance with the AML activities.

11.6. Participants shall refrain from effecting Transfers if they have sufficient and reasonable assumptions that a Transfer is effected for the purposes of money laundering or the financing of terrorism.

11.7. Participants shall not be entitled to disclose to Customers information on AML activities performed by Participants, in particular on disclosure of information on Customers or Transfers to governmental authorities in charge for such AML activities.

11.8. Participants shall secure storage of all documents relating to Customers and Transfers executed in the paper form for five years following effecting of Transfer and secure the transfer of such documents to relevant governmental authorities in charge of AML activities at the request of the latter.

11.9. While effecting Transfers Participants shall use automated systems used for AML activities required or recommended by relevant governmental authorities or which have been required by the Operator.

11.10. Participants shall observe Operator's written instructions purposed to secure compliance with the applicable law, as well as terms of their fulfillment.

12. Confidentiality provisions

12.1. A Participant shall keep confidential and not use for his own interests lists of Customers and Participants, business terms and conditions of its participation in the System or any other terms and conditions of relationships between Participants, business processes or information during the term of its participation in the System, and five years from termination of its participation in the System, which, to the extent of Participant's knowledge or as reasonably may be known, are confidential to the business or activities of the Operator or the System, except for:

- a) any publicly accessible information;
- b) any information which shall be disclosed under applicable law;
- c) any disclosure of information approved by the Operator (for Participants).

12.2. All information on the Customers (including their personal data), as well as on Participants, which became known to Participant in connection with effected Transfers and settlements or shall belong to the Operator. A Participant is not allowed to use, reproduce or distribute such information independently or transfer for any purpose to a third party without any prior written agreement from the Operator, except disclosure to governmental authorities at their request in accordance with the applicable law.

If the Operator agrees that a Participant is allowed to collect, use or transfer to third party information on Customers or the System and/or Participants, then a Participant shall secure that collection, use or transfer of such information complies with applicable laws and regulatory acts governing the data protection and banking secrecy, as well as to these Rules.

12.3. A Participant shall be entitled to:

- a) transfer information on Customers to the Operator for the purpose of providing Transfer services;
- b) use information on Customers received through UNISTREAM Software for the purpose of providing Transfer services;
- c) disclose information on Customers to law enforcement agencies according to the applicable law.

12.4. If a Participant shall, in accordance with the applicable law or any contractual relationship, provide to a third party information related to its participation in the System in any other way than in the normal course of reporting to law enforcement agencies or any other organizations, then such Participant shall promptly notify the Operator thereof and, where the Operator requires, provide full support in taking reasonable measures provided by the applicable law to protect such information for the purpose of protecting Customers' secrets and/or business secrets of Participants.

12.5. A Participant shall observe the safety and the confidentiality when providing Transfer services and be careful in protecting the confidentiality of identification, Electronic Instructions and Notices, transferred amounts, account numbers and all other issues of Transfer services, including fraud prevention.

12.6. Participants may jointly implement marketing activities to promote the System provided prior entering into an agreement. In this case Participants are allowed to use information on their participation in the System during their advertising campaigns. Participant shall in advance agree with the Operator communication of such advertising information with the Operator and is not allowed to make any public announcements on behalf of the System without a prior written approval from the Operator.

13. Assignment

13.1. A Participant shall not be entitled to assign to third parties its rights or obligations related to its participation in the System without prior written consent of the Operator, including Participant's reorganization.

14. Changes in these Rules and notices

14.1. A notice from a Participant relating to its participation in the System or settlements, shall be sent in writing sealed and duly signed, by registered mail or by courier service at postal addresses specified by such Participant in its Participant Questionnaire or by SWIFT or by electronic message with the use of a digital signature.

14.2. In case of changes in Participant's address or banking details, a Participant shall notify the Operator thereof not later than on the next working day after the same have been changed. The Operator shall notify on its changes by placing the information in UNISTREAM Software. Operator's fulfillment of its obligations towards Participant by communicating at addresses specified in Participant's Questionnaire shall be considered appropriate where such Participant has not notified the Operator on any changes of its banking details prior to the commencement of fulfillment of the above obligations.

14.3. The Operator shall have the right to amend these Rules at its sole discretion.

14.4. Amendments hereto shall be made by the Operator and communicated to Participants at Operator's Internet website at least ten days prior to entering of such amendments in force and effect.

14.5. A Participant which does not agree with amendments to these Rules in whole or in part shall send to the Operator a relevant notice at least five days prior to entering of such amendments in force and effect. A receipt by the Operator of such notice of shall be a ground for immediate termination of the Participation Agreement and termination of his participation in the System.

14.6. These Rules have been executed in Russian and English languages, both versions being identical.