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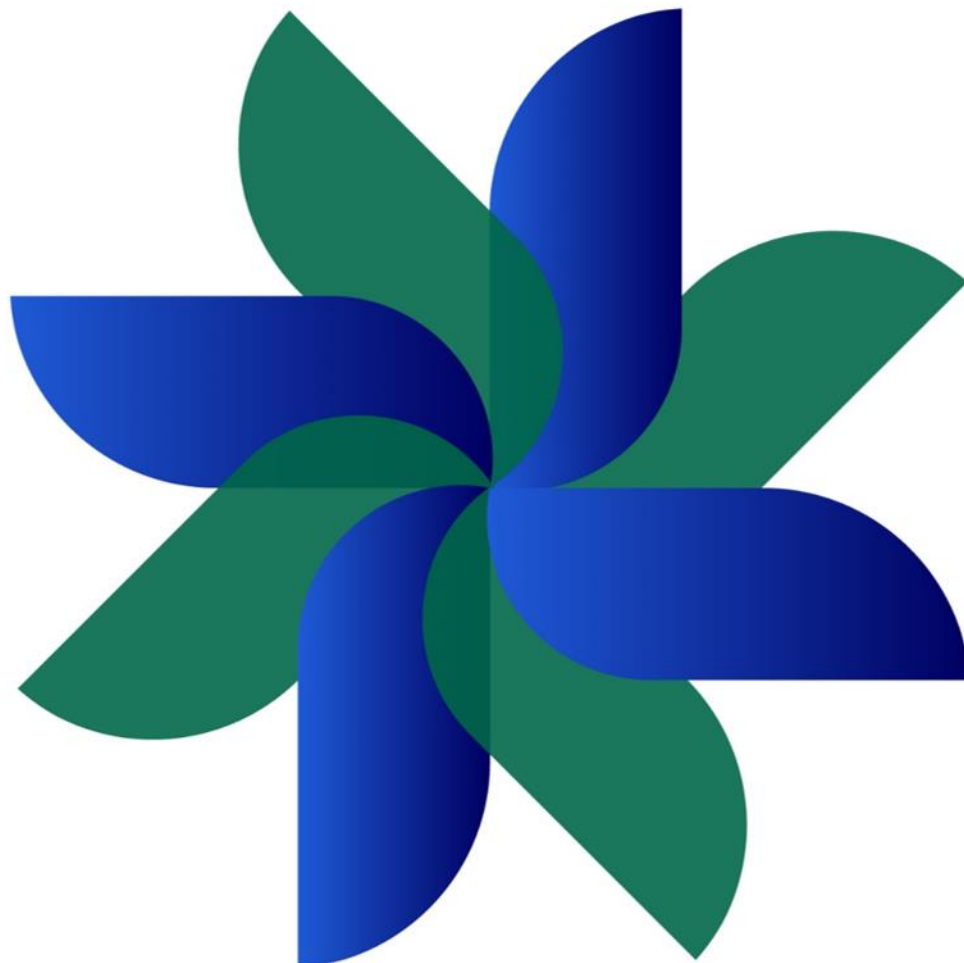
## Loyalty Program Regulations for Mir Cardholders

**P.147**

**Version 4.4**

*The official language of the “Loyalty Program Regulations for Mir Cardholders” (Version 4.4, Moscow 2021) is Russian. This English language text is not an official translation and is provided for information purposes only.*

*In the event of any discrepancies between the English version and the Russian original, the Russian original shall prevail. The recipient is solely responsible for the use of the information contained herein*





**Payment System:** Mir | Mastercard | VISA | AEXP | JCB | UPI | PPS | All PS

*Comments:*



**Scope of Application:** Authorization | Certification | Keys and Cryptography | NIV  
 Clearing and Settlement | Disputes and Arbitration | SEDO | Loyalty

*Comments:*



		Participants	Vendors
<b>Audience:</b>	<b>Issuers:</b>	<u>For execution</u>	
	<b>Acquirers:</b>	<u>For execution</u>	

*Comments:*



**Contents:** *The document provides terms of Loyalty Program participation for Mir Cardholders, methods and procedures of interaction between the Loyalty Program Subjects, including the settlement procedure, and defines rights, responsibilities, and roles of the Loyalty Program Subjects*



**Testing/Check by NSPK:** Mandatory | Optional | Not required

*Comments:*



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## 1. General Provisions

### 1.1. Document Purpose and Scope

The Loyalty Program regulations for Mir Cardholders (hereinafter, the ‘Regulations’) provide terms of participation in the Loyalty Program for Mir Cardholders (hereinafter, the ‘Loyalty Program’), methods and procedures of interaction between the Loyalty Program Subjects, including the settlement procedure, and define rights, responsibilities, and roles of the Loyalty Program Subjects.

The Regulations are deemed a contract of affiliation under Article 428 of the Civil Code of the Russian Federation. Accedence to the Regulations is done in accordance with the procedure defined in the Regulations.

Accedence to the Regulations means acceptance of all the terms and conditions of the Loyalty Program Regulations and Standards without any exceptions and (or) limitations.

The Loyalty Program Regulations and Standards are binding for all Loyalty Program Subjects.

The Operator posts the Regulations on information resources on the Internet at: <https://privetmir.ru> (hereinafter, the ‘Web-site’) and (or) <https://support.nspk.ru> (hereinafter, the ‘Portal’), as well as the Customer Profile / Partner Profile. The Loyalty Program Standards and Rates, which are an integral part of the Regulations, are posted by the Operator on the Web-site and (or) Portal, and (or) Partner Profile.

### 1.2. Terms and Definitions

The terms and definitions used herein shall have the following meanings (regardless of their number, case, etc.):

**Promotion** – a marketing and (or) promotional event of a Partner / Operator addressed to the general public as a public offer, initiated by the Partner / Operator, aimed, among other things, at stimulating demand and increasing sales of Goods through the active use of Mir Cards by Customers when purchasing Goods, and (or) at boosting transactional activity with Mir Cards, followed by payment / accrual of a Reward by the Partner / Operator to a Customer.

**Authentication** – a verification of the identifier presented by a person, including their password and (or) access code to enter Customer Profile / Partner Profile / Bank Profile, the person’s pseudonym, codeword, phone number, other information or a set of information about the person, which uniquely identifies them among others.

**Bank** – a credit institution that meets the criteria defined in the Regulations, having acceded to the Regulations as an Acquirer and (or) Issuer, or the Bank of Russia issuing bank cards under MIR trademark.

**Mir Card** – a bank card issued by the Bank of Russia or provided to a Customer by an Issuer in accordance with the Mir Payment System Regulations, registered in the Loyalty Program, including a Mir Co-badged card, except as otherwise provided for by the Promotion Rules.

**Customer** – an individual over the age of eighteen, having acceded to the Regulations as a Customer and purchasing Goods. Minors over the age of fourteen may participate in the Loyalty Program only with the consent of their lawful guardians.

**Partner ID (PID)** – an individual digital code assigned by the Operator, allowing unambiguously identifying the Partner within the Loyalty Program.

**Card Acceptor ID Code** – an identifier assigned by an Acquirer to a Partner’s POS under a separate agreement between the Acquirer and the Partner, that is used in addition to a Partner ID for an unambiguous identification of the Partner’s POS within the Loyalty Program, information about which is provided by the Partner in the manner prescribed by the Regulations for the purpose of arranging a Promotion / changing the conditions (description) of the Promotion.

**Card Acceptor Terminal ID** – an identifier assigned by an Acquirer to a Point-of-Sale terminal under a separate agreement between the Acquirer and the Partner, that is used in addition to a Partner ID and Card Acceptor ID Code for an unambiguous identification of the Partner’s POS within the Loyalty Program, information about which is provided by the Partner in the manner prescribed by the Regulations for the purpose of arranging a Promotion / changing the conditions (description) of the Promotion.

**Bank Profile** – a web-service hosted on the Operator’s server used for organizing information exchange between the Bank and the Operator in the manner prescribed by the Regulations or the *Mir Loyalty Program Standard. Credit Institution Registration in Loyalty Program as Acquirer and Certain Terms of Interaction between Acquirer and Operator within Loyalty Program* or the *Mir Loyalty Program Standard. Credit Institution or the Bank of Russia Registration in Loyalty Program as Issuer and Certain Terms of Interaction between Issuer and Operator within Loyalty Program*.

**Customer Profile** – a web-service hosted on the Operator’s server that a Customer uses to obtain and enter Customer data, information about Promotions held, transactions performed, Rewards accrued / paid / provided / refunded, other information as determined by the Operator, as well as to perform actions through which the Customer participates in the Loyalty Program.

**Partner Profile** – a web-service hosted on the Operator’s server that a Partner uses to obtain and enter Partner data, information about Promotions it holds, transactions performed, Rewards, and other fees, accrued / paid / provided / refunded, other information as determined by the Operator, as well as for the purposes of using software to create the Promotion page and changing the conditions (description) of the Promotion, to organize information exchange between the Partner and the Operator and to perform other actions through which the Partner participates in the Loyalty Program.

**Mobile Application** – the Operator’s software installed on a Customer’s mobile device (smartphone, tablet) using which the Customer can access the Customer Profile. The Operator posts the link to download the latest version of the Mobile Application on the Web-site. Internet connection is required to use the Mobile Application.

**Request** – any written or oral Customer’s request about matters related to the Regulations or their execution, accedence thereto, Loyalty Program participation, participation in Promotions and fulfillment of conditions of Promotions.

**Operator** – an organization defining the Regulations and exercising rights and obligations provided for by the Regulations. **National Payment Card System Joint-Stock Company (NSPK JSC)** is the Operator.

**Partner** – a legal entity (organization) or a sole proprietor (**Merchant**) matching the criteria determined by the Regulations, having acceded to the Regulations as a Partner.

**Operator’s Platform** – the Operator’s hardware and software system that provides Operator Services and (or) ensures calculation (provision) of Rewards and other fees, including but not limited to: Web-site, Customer Profile, Partner Profile, Bank Profile, Portal, Mobile Application.

**Portal** – an information resource of the Internet at: <https://support.nspk.ru>, designed, among other things, to ensure information exchange and technical interaction with the Bank.

**Regulations (Loyalty Program Regulations for Mir Cardholders)** – a document(s) regulating the general terms of participation in the Loyalty Program that includes, among other programs, the *Bonus* Program, the *Cash Back* Program, the *Service* Program, the *Prize* Program, provided for by appendices hereto, and other conditions defined by the Operator in accordance with the laws of the Russian Federation.

**Promotion Rules** – a document regulating the terms of the Promotion, as well as conditions under which a Customer is paid / provided a Reward, which is a public offer and is an integral part of the Loyalty Program Regulations.

**Reward** – a form of Customer incentive in the Loyalty Program (bonus points, reward points, other items, financial incentive, incentive in kind and other kinds of incentive) within the Promotion held by a Partner / Operator. The type of Reward is determined based on the type of the Loyalty Program.

**Loyalty Program for Mir Cardholders (Loyalty Program)** – a set of measures aimed at strengthening the appeal of Mir Cards, Operator’s Services, as well as encouraging the active use of Mir Cards when purchasing Goods, including by creating a network of Partners providing Customers with Rewards. Loyalty Program types include, among others, the *Bonus* Program, the *Cash Back* Program, the *Service* Program, the *Prize* Program and other programs provided for by appendices hereto.

**Web-site** – an information resource of the Internet at: <https://privetmir.ru>, designed, among other things, to ensure information exchange and technical interaction with the Bank.

**Loyalty Program Standards** – a document(s) which is an integral part of the Regulations, establishing the rights and obligations of the Loyalty Program Subjects, necessary for the Loyalty Program functioning.

**Loyalty Program Subject (Subject)** – a Customer, Partner, Bank (hereinafter also referred to as **Loyalty Program Participant(s)**) and the Operator.



**Good** – a good / work / service sold to a Customer under conditions of the Partner’s Promotion, paid for by the Customer using a Mir Card, and (or) Operator’s Services.

**Product-dependent Promotion** – a Promotion containing terms of payment / provision of a Reward when a Customer pays for certain types, groups (and the like) of Goods.

**Point of Sale (POS)** – a separate subdivision and (or) separate facility (store) of a Partner (Merchant) and (or) an Internet resource (Web-site) where Goods of the Partner (Merchant) are sold.

**Fees** – a document which is an integral part of the Regulations, determining, subject to the provisions of the Regulations, the amount and terms of payment (charging) / provision of a Reward and other fees under the Loyalty Program.

**Operator’s Services** – services related to the use of the Operator’s Platform, including services of information exchange between Loyalty Program Subjects, as well as services related to the execution of Federal Law No.161-FZ dd. 27.06.2011 *On the National Payment System*, including Operator’s Services rendered directly or indirectly (as part of services provided to third parties), without which a Customer cannot participate in the Loyalty Program and receive Rewards.

**Customer Support** – a set of equipment, software, processes, ensuring collection and processing of requests from Customers and other persons by phone and (or) via other communication channels determined by the Operator.

**For individuals:** Customer Support phone number: 8 (800) 100 - 54 - 64, shortcode \*5464; Customer Support e-mail address: info@nspk.ru; Customer Support online chat on the Web-site and in the Mobile Application; contact form of *Privet, Mir!*, Mir Pay applications, at <https://mironline.ru>.

**For legal entities and sole proprietors (Merchants):** Customer Support phone number: 8 (495) 663 - 54 - 07; Customer Support e-mail address: ams\_support@nspk.ru.

Other terms and definitions used herein shall have the meanings as defined in appendices to the Regulations, Loyalty Program Standards, Mir Payment System Regulations, the laws of the Russian Federation.

### 1.3. Regulations Change Procedure

The Operator may unilaterally and at any time amend the Loyalty Program Regulations and Standards.

The Operator posts the amended Regulations on the Web-site and (or) Portal, as well as Customer Profile / Partner Profile.

The Operator posts the Regulations amended with respect to Loyalty Program Standards and Fees on the Web-site and (or) Portal, and (or) Partner Profile.

Amendments to the Regulations, including with respect to Loyalty Program Standards and Fees, are posted at least thirty (30) business days prior to the effective date of the amendments. The effective date of

the amendments is indicated in the upper right corner of the first page of the Regulations / Loyalty Program Standards / Fees.

#### **1.4. Notice**

##### **Translation of Documents**

A third party shall not do translation of any document developed by NSPK JSC into another language unless authorized in writing by NSPK JSC. NSPK JSC does not control and is not responsible for the content of the translated document.

The translated texts of documents devised by NSPK JSC shall only be used by a third party to establish the content and meaning of such documents and shall not be legally binding.

The texts of documents compiled in Russian shall prevail over those in another language.

## 2. Introduction to the Regulations

The Loyalty Program is aimed at strengthening the appeal of Operator's Services, Mir bank cards, as well as encouraging the active use of the Operator's Platform, Operator's Services, and (or) Mir Cards, including when purchasing Goods.

A Customer is entitled to receive a Reward subject to compliance with the requirements herein.

The amount and type of the Reward, the terms, procedure, methods of its accrual, payment / provision and refund are determined by the Regulations, including appendices thereto, and Promotion conditions. The Partner / Operator convey the amount of the Reward, its type and terms of accrual to a Customer by posting the Promotion information in the Customer Profile.

Within the Loyalty Program, a Customer purchases Goods solely for personal, family, household and other use not related to business activities. Goods purchased within the Loyalty Program must be fully paid for by a Mir Card.

The relations between the Subjects are governed by these Regulations, the Mir Payment System Regulations, separately concluded agreements, and the laws of the Russian Federation. The Issuer who is an Indirect Participant must settle under the Regulations via bank accounts opened with the Issuer who is a Direct Participant – Sponsor (hereinafter, the 'Sponsor') pursuant to the procedure set forth in the agreements concluded between the Direct Participant and Indirect Participants, as well as the Mir Payment System Regulations. The Sponsor is liable to Subjects for financial obligations arising from the payment / provision / refund of Rewards of sponsored Issuers who are Indirect Participants.

Information about credit institutions having acceded to the Regulations as Issuers is available on the Web-site and in the Mobile Application.

The Operator's Platform provides for differentiation of access to information depending on the Loyalty Program Participants' level. Each Loyalty Program Participant only has access to the information related to its activities within Loyalty Program, and information that it has entered on his own into the Operator's Platform. When entering information, the Loyalty Program Participant warrants that it has full power to use and post such information on the Operator's Platform.

Loyalty Program Participant is liable for accuracy and reliability of information it enters into the Operator's Platform.

The *Loyalty Program for Mir Payment System*, *Cash Back Service for Mir Cardholders*, and *Loyalty Program for Mir Cardholders*, as well as *Loyalty Program Regulations for Mir Payment System*, *Cash Back Service Regulations for Mir Cardholders*, and *Loyalty Program Regulations for Mir Cardholders* are similar in meanings. No agreements shall be entered into due to the change in the program name.

### 3. Loyalty Program Subjects

#### 3.1. Operator

##### 3.1.1. Operator's Rights and Obligations

###### 3.1.1.1. The Operator shall:

- Determine the Regulations, Loyalty Program Standards and Fees, organize and supervise the execution thereof by Loyalty Program Participants;
- determine the procedure for informational and technical interaction between Subjects;
- perform administration and maintenance of the Operator's Platform at his own expense;
- notify Loyalty Program Participants of scheduled preventive maintenance or failure recovery, error recovery or other remedial work on the Operator's Platform;
- calculate Rewards, other fees in accordance with the Regulations and Fees;
- determine, in accordance with the Mir Payment System Regulations, Banks' net positions in Russian Rubles taking into account the amounts of Rewards, other fees, calculated in accordance with the Regulations and Fees, adjustment amounts, amounts of Rewards erroneously debited from / credited to Subjects, amounts of Rewards paid when a Customer failed to comply with the terms of the Promotion;
- provide Loyalty Program Participants with reports addressed to them on the payment / provision of Rewards, other fees, and transactions performed under the Loyalty Program;
- maintain a list of Issuers and post it on the Web-site;
- when a Customer contacts the Customer Support, identify them using the information previously provided by the Customer, allowing their unambiguous identification;
- enable Banks to use the Portal, Bank Profile in order to interact under the Loyalty Program;
- conduct inquiries of disputes;
- provide informational, technological, and organizational support to Participants under the Loyalty Program, ensure the Customer Support operation;
- notify of changes to the Regulations, Loyalty Program Standards and Fees, as well as the Operator's Platform operating conditions by posting information on the Web-site and (or) Portal, and (or) Customer Profile / Partner Profile;
- in case the Operator arranges (holds) a Promotion:
  - pay / provide a Reward to a Customer in accordance with Promotion conditions, the Regulations and Fees;

- perform other obligations of the Operator as determined by the Regulations and the laws of the Russian Federation.

### **3.1.1.2. The Operator shall have the right to:**

- determine requirements to Promotion conditions, including the lower limit of Rewards;
- make amendments (at its sole discretion) to the Regulations, Loyalty Program Standards and Fees;
- make amendments (at its sole discretion) to the Operator's Platform operating conditions;
- suspend the operation of the Operator's Platform to perform preventive maintenance when errors, failures and other malfunctions are detected, as well as to prevent unauthorized access to the Operator Platform (part thereof);
- receive fees in accordance with the Regulations and Fees;
- initiate on behalf of the Acquirer a payment order for fees provided for by the Regulations in the amount established by the Fees, include this payment order in the Net position in the manner prescribed by the Mir Payment System Regulations;
- request from Banks and Partners information and documents related to their activities within the Loyalty Program, including related to Requests from Customers;
- when processing Requests from Customers and preparing responses to them, use the information on Customer's transactions of purchase of Goods with a Mir Card, as well as prepare responses to Customer Requests using this information;
- fulfill the Partner's / Acquirer's obligation to pay a fine to a Customer provided for by the Regulations in case of delay in fulfillment of the obligation by Partner / Acquirer. The Customer's income in the form of a fine received as a result of the Operator fulfilling the obligation to pay the fine on behalf of the Partner / Acquirer is taxable based on Articles 41, 209 of the Tax Code of the Russian Federation;
- if fulfilling the obligation to pay a fine to a Customer for a Partner / Acquirer, recover the funds used to secure the performance of obligations of the Partner / Acquirer in the manner prescribed by the laws of the Russian Federation;
- deny a Customer the registration of their Mir Card in the Loyalty Program if the Mir Card is invalid, or the performance of transactions with this Mir Card is restricted;
- unilaterally deny the accrual and payment / provision of a Reward if a Customer performs act contrary to the Regulations and (or) aimed at receiving Rewards, including without the actual purchase of Goods for personal use (hereinafter, fraud);

- upon detecting non-accrual / inaccurate accrual / erroneous accrual / accrual upon Customer's failure to comply with the Promotion conditions (in full or in part) of a Reward, other fees, and (or) cases of improper debiting of the Reward amount from a Customer by an Issuer in accordance with information received from the Operator, perform settlement / payment / provision of the Reward to the Customer or perform settlement of a refund of the Reward to the Customer in the amount equal to the one erroneously accrued or accrued upon Customer's failure to comply with the Promotion conditions, other fees in accordance with the Promotion conditions, Regulations and Fees;
- organize marketing activities to promote and implement the Loyalty Program, activities to provide the Loyalty Program Participants with the necessary promotional and informational materials, as well as activities related to conducting statistical, marketing and other studies and surveys;
- engage third parties to promote, implement and support the Loyalty Program, as well as to conduct statistical, marketing and other studies and surveys, provide the engaged parties with the information about the Loyalty Program, the Operator, Banks, Partners, Promotions and with other information necessary to perform the tasks provided for in this Section;
- suspend or terminate the Loyalty Program at any time with ninety (90) calendar days' notice to Loyalty Program Participants before the date of suspension (termination) of the Loyalty Program;
- post on the Web-site the information about the Merchant's intent to accede to the Regulations;
- arrange Promotions in accordance with the Promotion Rules and the laws of the Russian Federation;
- request that a Customer refunds a Reward in accordance herewith;
- exercise other rights provided for by the Regulations and the laws of the Russian Federation.

### **3.1.2. Operator's Promotion**

An Operator's Promotion is arranged in accordance with the Operator's Promotion Rules.

The Operator completes the Promotion arrangement by posting the Promotion page on the Web-site. From the moment the Promotion page is posted on the Web-site, the conditions (description) of the Promotion on the Promotion page come into force (become effective).

The Operator is entitled to change the conditions (description) of the Promotion posted on the Web-site, if such changes do not cause deterioration of the existing conditions (description) of the Promotion.

The Operator posts the Promotion page (as amended) on the Web-site. From the moment the Promotion page (as amended) is posted on the Web-site, the conditions (description) of the Promotion on the Promotion page come into force (become effective).

The Operator is entitled to suspend the Promotion if such suspension is due to valid reasons (including technical). The Operator enters the relevant information about the suspension of the Promotion on the Promotion page on the Web-site. That being said:

- the suspension does not entail the reduction of the Promotion term;
- upon expiration / cancellation of the suspension, the Promotion must remain in force on terms not less favorable than those specified by the Operator when arranging the Promotion or changing the Promotion conditions prior to the suspension.

No Rewards (including Rewards for Goods purchased by a Customer with a Mir Card under the Promotion) shall be accrued / payable / provided under a suspended Promotion.

An expired Promotion becomes unavailable to Customers.

## **3.2. Customer**

### **3.2.1. Customer's Rights and Obligations**

#### **3.2.1.1. The Customer shall:**

- act in accordance with the Regulations, conditions of a Promotion, as well as under agreements concluded with a Partner and Issuer;
- ensure the availability of funds on the Customer's account or e-money balance in the amount required to refund the Reward in accordance with the Regulations or conditions of a Promotion, including to refund the Reward in case of its erroneous accrual or accrual upon Customer's failure to comply with the Promotion conditions;
- refund the Reward in accordance with the Regulations, including in case of its erroneous accrual or accrual upon Customer's failure to comply with the Promotion conditions;
- ensure storage of Customer data in a manner that prevents third parties from accessing it;
- ensure the use of antivirus protection on devices used to access the Customer Profile;
- independently track changes made by the Operator to the Regulations, and visit the Web-site to obtain the latest information;
- notify the Operator of changes in information registered in the Loyalty Program (Customer credentials) in accordance with Subsection 3.2.3 hereof;

- store documentary evidence of the purchase of Goods with a Mir Card under the Loyalty Program;
- provide other Subjects with documentary evidence of the purchase of Goods with a Mir Card (including sales receipts, warranty certificates, and other documents supporting the purchase of Goods with a Mir Card), in the manner and within the time limits specified in Customer requests to resolve disputes over debiting and (or) crediting and (or) provision of a Reward to the Customer;
- perform other obligations of the Customer as determined by the Regulations and the laws of the Russian Federation.

#### **3.2.1.2. The Customer shall have the right to:**

- obtain a Reward in accordance with the Regulations and Promotion conditions;
- use additional services and facilities provided for by the Loyalty Program;
- receive information about purchase of Goods transactions performed with a Mir Card under a Promotion, the amounts of Rewards, the purchase history, and other information about the Loyalty Program;
- terminate the participation in the Loyalty Program in accordance with the Regulations;
- exercise other rights provided for by the Regulations and the laws of the Russian Federation.

#### **3.2.2. Accedence of Individual to the Regulations (Registration in the Loyalty Program) as Customer**

Any individual can participate in the Loyalty Program.

In order to accede to the Regulations (register in the Loyalty Program), an individual shall:

- receive a Mir Card / be a Mir Card holder;
- enter into the Regulations accession agreement as a Customer;

The Regulations accession agreement is entered into as follows:

- by filling out a registration form on the Web-site / in the Mobile Application in accordance with Subsection 3.2.2.1 hereof;
- by filling out a registration form on the Operator's Platform in accordance with Subsection 3.2.2.2 hereof;



- by performing other acts aimed at participation in the Loyalty Program, in accordance with Subsection 3.2.2.3 hereof.

By acceding to the Regulations, an individual:

- warrants that the information provided when registering in the Loyalty Program is comprehensive, relevant, and reliable; an individual is responsible for reliability, relevance, and completeness of information they provide;
- warrants that they are legally capable, and act in their name and on their behalf, unless such acts are performed in the name and on behalf of another person, or warrants that the consent of a lawful guardian for the individual's accedence to the Regulations and participation in Promotions under the Loyalty Program in the form and manner provided for by the laws of the Russian Federation has been obtained and is valid (for when minors over the age of fourteen accede to the Regulations);
- certifies that at the time of accedence to the Regulations they have read the Regulations and found no circumstances that prevent them from participating in the Loyalty Program;
- warrants that the Mir Card, information about which is provided by the Customer for the purposes of registration in the Loyalty Program, is valid (enabled and not expired);
- warrants that they fully accept all provisions of the Regulations without any exceptions and (or) limitations;
- undertakes to comply with the Regulations;
- certifies the provision of consent to receive Operator's messages regarding the Loyalty Program, the ongoing Promotions, changes in the conditions of the Promotions and other information, including information from Partners for Mir Cardholders, information about any marketing events and promos for Mir Cardholders, by sending text / MMS messages to a mobile phone number and via the Internet, including to the e-mail address provided in the registration form, push notifications (messages transmitted via the Internet to the Customer's device via the Mobile Application), messages in mobile applications / web-services for instant messaging (instant messengers), messages in social media accounts, notifications in a Customer Profile and (or) otherwise as set forth hereby;
- certifies that they have given consent to the Bank to provide the Operator with information on purchase of Goods transactions performed with a Mir Card under the Promotion;
- certifies that they have given consent to audio recording of their requests to the Customer Support, telephone conversations between the Customer and the Operator, and also acknowledges that such recordings can be used as evidence in accordance with Article 55 of the Civil Procedure Code of the Russian Federation;

- instructs the Partner to provide the Operator with digital information required to calculate and accrue a Reward for Product-dependent Promotions, including information contained in a sales receipt or accountable form generated by the Partner for a purchase of Goods transaction.

Providing inaccurate, outdated or incomplete information may prevent an individual from registering in the Loyalty Program, participating in the Loyalty Program and (or) Promotions, receipt / provision of a Reward, and may also constitute grounds for limiting access to the Customer Profile.

The Operator is entitled to refuse an individual who intends to accede to the Regulations subject to at least one of the following conditions:

- a registration form is filled out improperly (mandatory data is missing etc.);
- data provided by an individual matches the credentials of a Customer registered in the Loyalty Program earlier;
- an individual does not confirm the registration in the Loyalty Program in accordance with the Regulations.

### **3.2.2.1. Individual's Accedence to the Regulations (Loyalty Program Registration) by Filling out Registration Form on Web-site / in Mobile Application**

An individual properly fills out the registration form:

- on the Web-site;
- in the Mobile Application.

When an individual fills out a registration form on the Web-site, they complete the registration by clicking *Register*. Clicking *Register*, as indicated above, is the moment when an individual accedes to the Regulations as Customer. At the same time the Operator may send to the Customer a message with an e-mail confirmation link to the address indicated in the registration form, and (or) a text message containing a password to access the Customer Profile on the Web-site, to the mobile phone number indicated in the registration form.

An individual can register in the Loyalty Program via the Mobile Application by filling out the registration form in the Mobile Application and clicking *Next* on the Mobile Application *Get to know you* page. Clicking *Next*, as indicated above, is the moment when an individual accedes to the Regulations as Customer.

### **3.2.2.2. Individual's Accedence to the Regulations (Loyalty Program Registration) by Filling out Registration Form on Operator's Platform**

In cases when an Issuer/Partner assists the Operator in individuals' accedence to the Regulations, the Issuer/Partner can, at an individual's request, ensure that the registration form is filled out in accordance with the terms of this Subsection.

The Issuer, in the presence of the individual, based on the provided information, enters the individual's mobile phone number into the registration form. The Operator verifies the individual's registration in the Loyalty Program. To confirm the individual's acceptance to accede to the Regulations (register in the Loyalty Program) and to register their Mir Card in the Loyalty Program, the Operator sends to the individual a validation code in a text / MMS message to the mobile phone number indicated in the registration form. The individual conveys to the Issuer the validation code received from the Operator in a text / MMS message. The Issuer fills out the registration form and completes the registration of the individual in the Loyalty Program by entering the validation code into the registration form. Entering the validation code, as indicated above, is the moment when an individual accedes to the Regulations as Customer.

The Partner provides the individual with a link to the information resource on the Internet (Web-site) / in the Partner's mobile application to a registration form on the Operator's Platform. The individual properly fills out the registration form. The Operator verifies the individual's registration in the Loyalty Program and notifies the individual of the result of the registration of the individual and their Mir Card in the Loyalty Program by sending a text / MMS message to the mobile phone number specified in the registration form. The Operator sending a notification on the individual's registration in the Loyalty Program is the moment when the individual accedes to the Regulations as Customer.

### **3.2.2.3. Individual's Accedence to the Regulations (Loyalty Program Registration) by Performing Acts Aimed at Participation in the Loyalty Program**

In cases when an Issuer assists the Operator in individuals' accedence to the Regulations under *Mir Loyalty Program Standard. Credit Institution or the Bank of Russia Registration in Loyalty Program as Issuer and Certain Terms of Interaction between Issuer and Operator within Loyalty Program, Mir Loyalty Program Standard. Loyalty Program Technologies*, including when individuals use other products, services or facilities of the Operator, the individual accedes to the Regulations (registers in the Loyalty Program) by performing acts aimed at participation in the Loyalty Program in accordance with provision of this Subsection.

Based on the information provided by the Issuer, the Operator performs acts required to generate an individual account, the Customer Profile and to register their Mir Card in the Loyalty Program when the individual accedes to the Regulations (registers in the Loyalty Program), and also generates the password to access the Customer Profile on the Web-site.

To inform the individual about the terms of participation in the Loyalty Program, the Operator sends to the individual's mobile phone number a text message containing the password to access the Customer Profile on the Web-site.

The individual accedes to the Regulations (registers in the Loyalty Program) by:

- logging into the Customer Profile on the Web-site using the password sent by the Operator in the text message;
- in case of loss of password sent by the Operator in the text message, - by properly filling out the registration form on the Web-site; the individual completes the registration in the Loyalty Program by clicking *Confirm password* in the registration form;
- logging into the Customer Profile via the Mobile Application specifying the validation code received from the Operator in the text message;

or

- purchasing Goods in accordance with conditions set forth in the Promotion.

The individual performing one of the acts described above (the first performed) is the moment when the individual accedes to the Regulations as Customer.

The individual is entitled to notify the Operator of their refusal to accede to the Regulations (register in the Loyalty Program) before performing the acts described above by contacting the Customer Support or the Issuer. Within three (3) business days from the receipt of the notification, the Operator notifies the individual about fulfilling their request by sending them a text message.

### **3.2.3. Changing Customer Credentials**

In case of changes in the credentials registered in the Loyalty Program, as well as any other changes that may significantly affect the Customer's or Operator's execution of the Regulations, the Customer must make the appropriate changes to the registration form in the Customer Profile, except for changes in the information about the date of birth.

To change the information about the date of birth registered in the Loyalty Program, the Customer must contact the Customer Support. Information about the date of birth cannot be changed more often than once every three hundred and sixty-five (365) days.

If the Customer changes the password and mobile phone number in the Customer Profile, the Operator, in order to confirm changes made by the Customer to the registration form, sends to the Customer the validation code(s) in a text message to the mobile phone number specified in the registration form. The Customer completes changes to the registration form by entering the validation code received from the Operator in the text message in the Customer Profile.

If the Customer changes the e-mail address in the Customer Profile, the Operator, in order to confirm changes made by the Customer to the registration form, sends to the Customer a message comprising a confirmation link to the new e-mail address specified in the registration form. The Customer completes changes to the registration form by following a link from the message received from the Operator.

#### **3.2.4. Customer Profile**

Access to the Customer Profile is granted by the Operator.

When the individual accedes to the Regulations by filling out a registration form on the Web-site / in the Mobile Application in accordance with Subsection 3.2.2.1 hereof, the Customer Profile is accessed:

- when logging into the Customer Profile on the Web-site, – using the password independently created by the Customer or the password sent by the Operator to the Customer's mobile phone number;
- when logging into the Customer Profile via the Mobile Application, – using a four-digit access code set by the Customer themselves,

and based on successful Authentication.

When the individual accedes to the Regulations by filling out the registration form on the Operator's Platform or by performing acts aimed at participation in the Loyalty Program in accordance with Subsections 3.2.2.2 and 3.2.2.3 hereof, the Customer Profile is accessed:

- when logging into the Customer Profile on the Web-site, – using the password sent by the Operator to the individual's mobile phone number;
- if the password sent by the Operator to the individual's mobile phone number is lost, when logging into the Customer Profile on the Web-site, – using the password independently created by the Customer;
- when logging into the Customer Profile via the Mobile Application, – using a four-digit access code set by the Customer themselves,

and based on successful Authentication.

In case of unauthorized access by third parties to the information about the password / access code and (or) to the Customer Profile, the Customer must immediately notify the Customer Support.

The Customer must use the Customer Profile themselves. They must not give their password / access code to the Customer Profile to third parties.

If the Customer loses the password, the Customer can request a password change by filling out a corresponding form on the Web-site.

If the Customer loses the access code to the Customer Profile, the Customer can set a new access code via the Mobile Application by filling out a corresponding form in the Mobile Application.

The Customer Profile allows the Customer:

- generate a request to the Operator to confirm the e-mail address specified when the individual acceded to the Regulations (registered in the Loyalty Program) by filling out the registration form on the Web-site in accordance with Subsection 3.2.2.1 hereof. The Operator then sends to the Customer a message with a link to confirm the e-mail address to the address specified in the registration form. The Customer confirms the e-mail address by following the link from the message received from the Operator;
- make changes to the Customer credentials;
- apply for registration and register Mir Cards in the Loyalty Program / delete information about Mir Cards registered in the Loyalty Program;
- receive relevant information about Promotions and any marketing events and promos for Mir Cardholders;
- receive information about the number and amount of performed transactions of purchase of Goods that participate in Promotions, as well as amounts of Rewards accrued and received by the Customer under Promotions within the Loyalty Program;
- receive information about prizes and (or) bonus points and (or) amounts accrued and received by the Customer within their participation in any marketing activities and promotions for Mir Cardholders;
- receive information about the number and amount of purchase return transactions, as well as amounts of Rewards to be refunded to the Partner / Operator;
- exchange information within the Loyalty Program;
- delete the account (profile);
- use other services provided by the functionality of the Customer Profile.

The Operator shall have the right to:

- deny a Customer access to the Customer Profile if the Customer violates the Regulations;
- restrict Customer's access to all or some of the functions of the Customer Profile (e.g., if not a single Mir Card is registered in the Customer Profile (not added during registration, deleted by the Customer, including due to its expiry); if the Customer's Mir Card

registered in the Customer Profile was issued by the Bank not being a Loyalty Program Subject or having terminated its participation in the Loyalty Program; in other cases at the Operator's discretion);

- make changes to the Customer Profile without prior notice to the Customer;
- provide in the Customer Profile the information about the number and amounts of transactions performed with Mir bank cards under any marketing events and promos for Mir Cardholders, the amounts of fees accrued and received by the Customer under these marketing events and promos, and other information, including about purchase history (if technically possible).

If the Customer ceases to participate in the Loyalty Program, the Operator will block the Customer's access to the Customer Profile after ninety (90) calendar days from the date the Customer ceases to participate in the Loyalty Program.

### **3.2.5. Mir Card Registration in the Loyalty Program**

A Mir Card can be registered in the Loyalty Program under the following conditions:

- The Issuer who issued the Mir Card is a participant of the Loyalty Program;
- BIN used to issue the Mir Card is enabled within the Loyalty Program;
- The Mir Card is not a corporate electronic payment instrument;
- The Mir Card is valid (enabled and not expired);
- The Mir Card was issued to the Customer's name.

One mobile phone number of the Customer can be used to register in the Loyalty Program several Mir Cards issued by the Issuer(s) to the Customer.

The Customer registers their Mir Card in the Loyalty Program when acceding to the Regulations (registering in the Loyalty Program) if the registration form provides for the corresponding field for the Mir Card registration, or at any moment of the Customer's participation in the Loyalty Program.

When the individual accedes to the Regulations (registers in the Loyalty Program) by filling out the registration form on the Web-site / in the Mobile Application in accordance with Subsection 3.2.2.1 hereof, to register a Mir Card in the Loyalty Program, the Customer fills out the corresponding registration form. The Operator registers the Mir Card in the Loyalty Program and informs the Customer of successful registration of a Mir Card via the Customer Profile.

When the individual accedes to the Regulations (registers in the Loyalty Program) by filling out the registration form on the Operator's Platform in accordance with Subsection 3.2.2.2 hereof, the Issuer, in order to register the Mir Card in the Loyalty Program upon the individual's request, is entitled to fill out the registration form on the Operator's Platform. The Operator registers the Mir Card in the Loyalty



Program and informs the Customer of successful registration via the Customer Profile (and additionally - by sending a text message).

In cases when the Issuer assists the Operator in registering the Mir Card in the Loyalty Program, the Issuer, at the request of the individual, is entitled to fill out the registration form on the Operator's Platform under the following conditions. The Issuer, in the presence of the individual, based on the provided information, enters the individual's mobile phone number and Mir Card PAN into the registration form. The Operator verifies the individual's registration in the Loyalty Program / absence of the Mir Card registration in the Loyalty Program. To confirm the Customer's acceptance to register their Mir Card in the Loyalty Program, the Operator sends to the individual a validation code in a text / MMS message to the mobile phone number indicated in the registration form. The Customer conveys to the Issuer the validation code received from the Operator in a text / MMS message. After the Issuer fills out the registration form and enters the validation code into it, the Operator registers the Mir Card in the Loyalty Program and informs the Customer of successful registration via the Customer Profile (and additionally - by sending a text message).

In cases when the Partner assists the Operator in the individual's accedence to the Regulations (registration in the Loyalty Program) by filling out the registration form on the Operator's Platform in accordance with Subsection 3.2.2.2 hereof, the Operator registers the Mir Card in the Loyalty Program upon the individual's accedence to the Regulations (registration in the Loyalty Program) as a Customer.

In cases when the Partner assists the Operator in registering the Mir Card in the Loyalty Program, the Issuer, at the request of the individual, is entitled to fill out the registration form on the Operator's Platform under the following conditions. The Partner provides the individual with a link to the information resource on the Internet (Web-site) / in the Partner's mobile application to a registration form on the Operator's Platform. The individual properly fills out the registration form. The Operator verifies the individual's registration in the Loyalty Program / absence of the Mir Card registration in the Loyalty Program, registers the Mir Card in the Loyalty Program, and informs the Customer of successful registration by sending a text message to the mobile phone number specified in the registration form (and additionally - via the Customer Profile).

When the individual accedes to the Regulations (registers in the Loyalty Program) by performing acts aimed at participation in the Loyalty Program provided for by Subsection 3.2.2.3 hereof, the Operator registers the Mir Card in the Loyalty Program upon the individual's accedence to the Regulations (registration in the Loyalty Program) as a Customer.

If the Issuer does not participate in the Loyalty Program, the Customer can apply for Mir Card registration in the Loyalty Program by filling out the corresponding registration form on the Web-site. The Operator registers the Mir Card in the Loyalty Program upon the Issuer's accedence to the Regulations (registration in the Loyalty Program). The Operator informs the Customer of successful Mir Card registration in the Loyalty Program via the Customer Profile (and additionally - by sending a text message).



The Operator is entitled to deny the Customer the registration of their Mir Card in the Loyalty Program subject to at least one of the following conditions:

- The Issuer who issued the Mir Card does not participate in the Loyalty Program;
- BIN used to issue the Mir Card is not enabled within the Loyalty Program;
- The Mir Card is a corporate electronic payment instrument;
- The Mir Card is invalid;
- There are restrictions on transactions with the Mir Card;
- There is no technical capability to register the Mir Card on the Operator's Platform;
- the information provided for the purpose of registering the Mir Card in the Loyalty Program matches (in full or in part) the Mir Card data previously registered in the Loyalty Program.

In accordance with the procedure defined in this subsection of the Regulations, Mir Cards issued by the Issuer to individuals (Customers) previously registered in the Loyalty Program with (or without) Mir Cards registered in the Loyalty Program can be registered in the Loyalty Program.

### 3.2.6. Excluding Mir Card from the Loyalty Program

A Mir Card can be excluded from the Loyalty Program:

- **at the initiative of the Operator.** The Operator is entitled to exclude a Mir Card from the Loyalty Program, including in the following cases:
  - if information is received from the Issuer about the invalidity of the Mir Card via the Portal / communication channels as defined by the Operator;
  - if there are restrictions on transactions with the Mir Card;
  - if information is received from the Issuer about the exclusion of the Mir Card from the Loyalty Program via the Portal / communication channels as defined by the Operator;
  - if information is received that the Mir Card is a corporate electronic payment instrument;
  - if the Operator decides to terminate the Issuer's participation in the Loyalty Program;
  - if the Issuer who issued the Mir Card notifies the Operator of the termination of the Issuer's participation in the Loyalty Program;
  - if Customer fraud is detected.

The Operator notifies the Customer of the Mir Card exclusion from the Loyalty Program by posting the information in the Customer Profile; the Mir Card is deemed excluded from the Loyalty Program from the moment the relevant information is posted in the Customer Profile;

- **at the initiative of the Customer.** A Customer is entitled to exclude a Mir Card from the Loyalty Program at any time by deleting the Mir Card data in the Customer Profile. A Mir Card is deemed excluded from the Loyalty Program from the moment the Mir Card data is deleted in the Customer Profile.

When an individual accedes to the Regulations (registers in the Loyalty Program) by performing acts aimed at participation in the Loyalty Program provided for by Subsection 3.2.2.3 hereof, if the individual notifies the Customer Support or the Issuer of their refusal to accede to the Regulations (register in the Loyalty Program), the Operator, within three (3) business from receipt of the notification, informs the individual about excluding the Mir Card from the Loyalty Program by sending a text message.

Rewards for Goods purchased with a Mir Card under the Promotion before the Mir Card exclusion from the Loyalty Program are accrued and paid / provided in the manner defined by the Regulations. Rewards for Goods purchased with a Mir Card after its exclusion from the Loyalty Program are not accrued and not paid / provided.

### **3.2.7. Conditions of Participation in Promotions**

A Customer can participate in Promotions, the information about which (including their procedure and conditions) is posted on the Web-site and (or) in the Customer Profile.

For the Customer to participate in the Promotion, the Mir Card used to purchase Goods under the Promotion must be registered in the Loyalty Program in accordance with Subsection 3.2.5 hereof, unless otherwise provided for by the Operator's Promotion Rules.

If the Mir Card is registered in the Loyalty Program, re-registration of the Mir Card for the Customer to participate in the Promotion is not required.

The Customer joins the Promotion by purchasing Goods and (or) performing other acts in accordance with terms of the Promotion. The Customer joining the Promotion means the Customer's acceptance in full of all terms and conditions of the Promotion without any exceptions and (or) limitations.

In cases when the Partner assists the Operator in the individual's accedence to the Regulations in accordance with Subsection 3.2.2.2 hereof and (or) the Mir Card registration in the Loyalty Program in accordance with Subsection 3.2.5 hereof, the individual joins the Promotion when acceding to the

Regulations of the Loyalty Program. The individual joining the Promotion means their acceptance in full of all terms and conditions of the Promotion without any exceptions and (or) limitations.

In case of changes in the procedure and conditions of the Promotion, information about such changes is posted in the Customer Profile. The Customer purchasing of Goods and (or) performing other acts in accordance with the new conditions of the Promotion mean the Customer's acceptance of changes in the procedure and conditions of the Promotion.

### **3.2.8. Receipt and Review of Customer Requests**

A Customer can send a Request under these Regulations as follows:

- in electronic format via the Customer Profile or to the e-mail address of the Operator [info@nspk.ru](mailto:info@nspk.ru);
- in writing via Russian Post;
- orally when contacting the Customer Support by phone.

A Request must contain the following:

- Customer's mobile phone number registered in the Loyalty Program;
- the description of circumstances that led to the Request;
- other information pertinent to the Request. To prove the circumstances the Request is based on, the Customer is entitled to enclose documentary evidence or copies thereof to the Request.

#### **3.2.8.1. Request Processing**

When receiving a written Request via post, Customer Profile or Operator's e-mail address [info@nspk.ru](mailto:info@nspk.ru):

- The Operator identifies the Customer using the information provided earlier by the Customer, allowing their unambiguous identification;
- The Request is documented within one (1) business day;
- The Request response is provided to the Customer via the Customer Profile / other communication channels within thirty (30) calendar days from the Request registration. If a Request review required additional information and documents from a Customer, Partner, Bank or third parties, the Request processing may be extended, but not more than for thirty (30) calendar days.

When receiving an oral Request by phone via the Customer Support:

- The Customer Support employee identifies the Customer using the information provided earlier by the Customer, allowing their unambiguous identification;
- The Customer Support employee inquires into the reasons behind the Customer's Request and registers it;
- The Request response is provided to the Customer during the phone call with the Customer Support employee or, if it is not possible, via the Customer Profile / other communication channels within thirty (30) calendar days from the Request registration. If a Request review required additional information and documents from a Customer, Partner, Bank or third parties, the Request processing may be extended, but not more than for thirty (30) calendar days.

In order to process a Request, the Operator may request from the Customer the information and documents provided for by the laws of the Russian Federation, these Regulations and the Operator's internal documents and required to settle the Customer's Request (including sales receipts, warranty certificates, and other documents supporting the purchase of Goods with a Mir Card). If the Customer fails to provide the requested information and documents, the Operator may deny the Customer's Request. The Operator can also request additional information and documents required to settle the Customer's Request from Partner, Bank or third parties.

If it is not possible to settle the Request in the above manner, the Customer is entitled to seek redress under the laws of the Russian Federation.

#### **3.2.8.2. Grounds for Dismissing a Request**

A Request is dismissed in the following cases:

- The Request is unreadable;
- The Customer failed to undergo the stipulated identification procedure;
- The Request was resubmitted, and a response had been previously given to a similar Request;
- The Customer sought legal redress under the laws of the Russian Federation and (or) a judgment on this Request was delivered in court;
- The Request contained profanities, was made in blunt terms;
- The retention period for the documents required for Request processing has expired.

### 3.2.9. Enabling Customers to Receive Sales Receipts in Electronic Form

For the implementation of Federal Law 54-FZ dd. 22.05.2003 *On the use of cash registers for settlement in the Russian Federation* to enable the Customer to receive sales receipts in electronic form generated when settling with Merchants, organizations or sole proprietors who use cash registers, the Operator is entitled to request and receive electronic sales receipts from third parties on the Customer's behalf, for the Customer to receive them via the Customer Profile and (or) Banks' / Partners' / third parties' resources, including the Internet, the list of which is posted on the Web-site, as well as perform all other actions necessary to fulfill the Customer's request.

The Customer's accedence to these Regulations is a duly executed instruction from the Customer to the Operator enabling the Customer to receive sales receipts in electronic form generated when settling with Merchants, organizations or sole proprietors who use cash registers.

In order to execute such instruction, the Customer accepts that:

- The Customer can be provided with electronic sales receipts containing the date of settlement with the Customer earlier and (or) later than the date of Customer's instruction;
- Electronic sales receipts are provided to the extent technically feasible by the Operator and third parties involved. Otherwise, an electronic sales receipt is not provided to the Customer, which cannot be deemed a failure to execute the instruction and be the grounds for claims;
- The instruction applies to the provision of electronic sales receipts to the Customer generated at the moment when the Customer performed the purchase of Goods; no additional instructions or consents for the provision of sales receipts for a single purchase of Goods is required from the Customer;
- The instruction is provided for the entire period of the Customer's participation in the Loyalty Program;
- The Operator is entitled to engage third parties to fulfill the instruction without obtaining additional Customer consent.

The information obtained by the Operator while fulfilling the instruction can be used for the purpose of implementing the Loyalty Program, conducting statistical, marketing and other studies.

### 3.2.10. Termination of Customer's Participation in the Loyalty Program

The Customer's participation in the Loyalty Program can be terminated on the following grounds:

- **at the initiative of the Operator.** The Operator is entitled to terminate the Customer's participation in the Loyalty Program without prior notice for any reason, including if the

Customer fails to comply with the Regulations and (or) commits fraud aimed at obtaining Rewards, and (or) provides misleading information or misrepresentations about themselves.

Should the Operator decide to terminate the Customer's participation in the Loyalty Program, the Operator notifies the Customer thereof via the Customer Profile. The Customer's participation in the Loyalty Program terminates the moment the information is posted in the Customer Profile;

- **at the initiative of the Customer.** The Customer is entitled to terminate their participation in the Loyalty Program at any time by deleting their profile (account) in the Customer Profile on the Web-site. The Customer's participation in the Loyalty Program terminates the moment their profile (account) is deleted from the Customer Profile.

When the individual accedes to the Regulations (registers in the Loyalty Program) by performing acts aimed at participation in the Loyalty Program provided for by Subsection 3.2.2.3 hereof, if the individual notifies the Customer Support or the Issuer of their refusal to accede to the Regulations (register in the Loyalty Program), the Operator, within three (3) business days from receipt of this notification, informs the individual of the termination of Customer's participation in the Loyalty Program by sending a text message.

When the Customer's participation in the Loyalty Program terminates:

- Rewards (including Rewards for Goods purchased by the Customer with a Mir Card under a Promotion) to be accrued and paid / provided to the Customer are accrued and paid / provided in the manner set forth in the Regulations and appendices thereto, provided that the Customer performs acts that meet the Promotion conditions before the Customer's participation in the Loyalty Program terminates. After termination of Customer's participation in the Loyalty Program Rewards are not accrued and are not paid / provided;
- The Reward for Goods purchased by the Customer with a Mir Card under the Promotion before the termination of the Customer's participation in the Loyalty Program and returned by the Customer to the Partner / Operator after the termination of the Customer's participation in the Loyalty Program is refunded under the Regulations

The termination of the Customer's participation in the Loyalty Program does not release the Customer from obligations arising in connection with their participation in the Loyalty Program, including those related to the refund of the Reward and other settlement.

### **3.3. Partner**

#### **3.3.1. Partner's Rights and Obligations**

##### **3.3.1.1. The Partner shall:**

- perform its activities in accordance with the Regulations, Loyalty Program Standards and Fees, as well as under agreements with the Acquirer;
- coordinate with the Acquirer, Operator the participation in the Loyalty Program;
- pay to the Acquirer fees in accordance with the Regulations and Fees;
- pay / provide a Reward to a Customer in accordance with Promotion conditions, the Regulations and Fees;
- ensure payment for Goods and settlement related to payment / provision of the Reward through the Acquirer that approved the Partner's participation in the Loyalty Program / agreed to support the Partner's participation (settlement) in the Loyalty Program;
- arrange Promotions in accordance with the Promotion Rules and the laws of the Russian Federation;
- provide the Operator with information about the Card Acceptor ID Code and Card Acceptor Terminal ID in the manner provided for by the Regulations for the purposes of arranging a Promotion / changing the conditions (description) of the Promotion;
- update the information about the Card Acceptor ID Code and Card Acceptor Terminal ID registered in the Loyalty Program;
- support the Operator in testing of the Promotion arrangement, changes in conditions (description) of the Promotion, in the manner determined by the Operator or specified by the Operator in the relevant request;
- enforce all rights of Customers as consumers provided for by the laws of the Russian Federation when transferring Goods to Customers under Promotions performed within the Loyalty Program;
- guarantee to Customers that Goods purchased under Promotions with Mir Cards comply with the conditions of the Promotion (including Product-dependent Promotions);
- guarantee to the Operator that Goods sold to Customers under Promotions meet the requirements of the laws of the Russian Federation, that their sale is not limited nor prohibited;
- guarantee to the Operator the availability of all required rights / licenses / permits to sell Goods to Customers under Promotions;
- independently determine contractual relations associated with the purchase of Goods by Customers under Promotions within the Loyalty Program;

- provide the Operator with the information and documents related to the Partner's participation in the Loyalty Program, including those related to Requests received from Customers in the manner and within the time limits specified by the Operator in the corresponding request;
- notify the Operator of changes in the information contained in the registration form (application) provided for the purposes of accedence to the Regulations, as well as the information registered in the Loyalty Program (Partner registration data) not later than ten (10) business days before such changes take effect via the Partner Profile / Partner communication channels determined by the Operator;
- provide assistance to the Operator in dispute resolution;
- within the period specified in the Operator's request, reimburse in cash the expenses incurred by the Operator if fulfilling the obligation to pay a fine to a Customer for a Partner;
- ensure the storage of data in a way that prevents unauthorized persons from accessing it, independently take all measures required to maintain confidentiality, prevent unauthorized use and protect the Partner Profile from unauthorized access by unauthorized persons;
- ensure the use of antivirus protection on firmware used to access the Partner Profile;
- independently track changes made by the Operator to the Regulations, Loyalty Program Standards and Fees, and visit the Web-site (Partner Profile) to obtain the latest information;
- ensure integrity and invariability of any information about the Loyalty Program (including the information about Promotions and terms of participation therein, about Goods and terms of their purchase) posted on the Partner's resources, including on the Internet, the information posted on the Web-site or in the Mobile Application;
- ensure that funds spent by the Customer on the purchase of Goods under the Promotion are refunded if such Goods are returned, using credentials of the Mir Card that was used to pay for the Goods, specifying all the necessary identifiers;
- perform other obligations of the Partner, as determined by the Regulations, Loyalty Program Standards and Fees, and the laws of the Russian Federation.

#### **3.3.1.2. The Partner shall have the right to:**

- determine (change), as agreed upon with the Operator, the procedure and terms of the Promotion, the Reward settlement procedure;
- receive from the Customer the Reward refund in accordance herewith;



- use additional services and facilities provided for by the Loyalty Program;
- receive information about purchase of Goods transactions performed with Mir Cards, the amounts of Rewards payable to the Customer or refundable by the Customer, and other information about the Loyalty Program;
- when detecting that Rewards were not accrued / were accrued incorrectly to Customers under the Promotion (including incorrect Promotion arrangement), independently contact the Operator to calculate Rewards, other fees under the Regulations and Fees and include them into settlement with Banks in accordance with the Mir Payment System Regulations;
- terminate the participation in the Loyalty Program in accordance with the Regulations;
- engage third parties in performing obligations defined herein. Charging third parties with the performance of obligations does not relieve the Partner from liability to the Subjects for the performance hereunder;
- assist the Operator when individuals accede to the Regulations and register Mir Cards in the Loyalty Program according to the procedure defined herein;
- exercise other rights provided for by the Regulations and the laws of the Russian Federation.

### **3.3.2. Merchant's Accedence to the Regulations (Registration in the Loyalty Program) as Partner**

A Merchant intending to accede to the Regulations as a Partner must meet the following criteria:

- be a legal entity or a sole proprietor established under the laws of the Russian Federation, or an organization established under the laws of foreign states, located outside the Russian Federation;
- not carry out activities forbidden by the laws of the Russian Federation;
- have a contractual relationship with the Acquirer who is a Loyalty Program Subject to settle over purchase of Goods transactions performed with Mir Cards.

Providing inaccurate, outdated or incomplete information may prevent a Merchant from registering in the Loyalty Program, participating in the Loyalty Program, and may also constitute grounds for limiting access to the Partner Profile.

For the purposes of accedence to the Regulations (registration in the Loyalty Program), the Merchant or its authorized representative submits (sends):

- to the Acquirer – the original copy of the application for the Merchant's accedence to the Regulations on form 1 and 2 given in Appendix 5 hereto;

- to the Operator – the original copy of the Permit to use trademark (service mark) under the rightholder’s control / Letter of guarantee on forms given in Appendix 5 hereto.

For the purposes of accedence to the Regulations (registration in the Loyalty Program), the Merchant (to the extent technically feasible by the Operator) can also fill out the registration form on the Web-site and submit (send) to the Operator in accordance with the procedure defined in the Regulations the application for the Merchant’s accedence to the Regulations on form 3 and 4 given in Appendix 5 hereto, as well as the Permit to use trademark (service mark) under the rightholder’s control / Letter of guarantee on forms given in Appendix 5 hereto.

The procedure for registering a Merchant in the Loyalty Program as a Partner is defined in Appendix 5 hereto, while the Operator sending a notification to the Merchant on registering the Merchant in the Loyalty Program is the moment when the Merchant accedes to the Regulations as a Partner, meaning:

- a confirmation that at the time of accedence to the Regulations the Merchant has read and understood the Regulations, including Loyalty Program Standards and Fees, and found no obstacles to the participation in the Loyalty Program;
- Merchant’s acceptance of all the terms and conditions of the Regulations, including Loyalty Program Standards and Fees, without any exceptions and (or) limitations.

The procedure for registering an additional trademark and (or) service mark of a Partner (hereinafter - Partner’s additional trademark) in the Loyalty Program is defined in Appendix 5 hereto.

### **3.3.3. Changing Partner Credentials**

In case of changes in the information registered in the Loyalty Program, as well as any other changes that may significantly affect the Partner’s or Operator’s execution of the Regulations, the Partner must make the appropriate changes to the registration form in the Partner Profile / by providing the Operator with the information about changes via communication channels with the Partner determined by the Operator, including the procedure defined in Appendix 5 hereto.

### **3.3.4. Partner Profile**

The Partner Profile is accessed based on successful Partner Authentication using login as well as password provided by the Operator / generated by the Partner to access the Partner Profile.

In case of unauthorized access of third parties to the information about password and (or) the Partner Profile, the Partner must immediately notify the Customer Support or use other communication channels with the Partner determined by the Operator.

The Partner must make sure that only the Partner and (or) Partner's authorized persons use the Partner Profile. The use of the Partner Profile by Partner's authorized persons does not release the Partner from liability to Subjects from the execution of these Regulations, as well as the obligation to store their data in a way that prevents access to it by unauthorized persons, from the obligation to take measures to maintain confidentiality, prevent unauthorized use and protect the Partner Profile from unauthorized access by unauthorized persons.

Should the Partner lose login and (or) password, the Partner can:

- contact the Customer Support or use other communication channels with the Partner determined by the Operator;
- request a new temporary password by filling out the appropriate form on the Web-site.

The Partner Profile allows:

- making changes to the Partner credentials;
- arranging Promotions, making changes to conditions (description) of Promotions, suspending Promotions in accordance with the Regulations;
- exchanging information within the Loyalty Program;
- using other services provided by the functionality of the Partner Profile.

The Operator shall have the right to:

- deny a Partner access to the Partner Profile if the Partner violates the Regulations;
- deny a Partner Promotion arrangement, making changes to conditions (description) of Promotions, suspending Promotions in cases where these actions of the Partner can harm the Operator's goodwill and (or) cause financial losses and (or) lead to other adverse consequences for the Operator, as well as in other cases provided for by the Regulations;
- restrict the Partner's access to all or some functions of the Partner's Profile;
- make changes to the Partner Profile without prior notice to the Partner.

If the Partner ceases to participate in the Loyalty Program, the Operator will block the Partner's access to the Partner Profile after ninety (90) calendar days from the date the Partner ceases to participate in the Loyalty Program.

### **3.3.5. Partner Promotion**

The Partner is entitled to arrange a Promotion subject to the following conditions:

- The Partner is an active participant of the Loyalty Program;

- The Operator assigned a Partner ID to the Partner (Partner's POS for which the Promotion is arranged);
- The Acquirer ensuring the processing and settlement of payment transactions performed by Customers using Mir Cards at Partner's POS for which the Promotion is arranged is a Loyalty Program Subject.

The Partner's Promotion is arranged in accordance with the Partner's Promotion Rules.

The Partner is entitled to make changes to conditions (description) of the Promotion posted on the Web-site, unless such changes cause deterioration of the existing conditions (description) of the Promotion.

The Partner is entitled to suspend the Promotion if such suspension is due to valid reasons (including technical), and:

- the suspension does not entail the reduction of the Promotion term;
- upon expiration of the suspension, the Promotion must remain in force on terms not less favorable than those specified by the Partner when arranging the Promotion or changing the Promotion conditions in accordance with the Regulations prior to the suspension. Should the Partner violate these terms, the Operator is entitled to demand that the Partner make appropriate changes in the conditions of the Promotion, and the Partner must eliminate the identified violations within one (1) business day from the Operator's sending of such demand.

The Operator is entitled to deny the Partner the suspension of the Promotion, including if the Operator does not deem the reason for Promotion suspension valid.

A third party (authorized by the Partner) can arrange Promotions, make changes to Promotion conditions (description), suspend Promotion periods on behalf of the Partner. The third party (authorized by the Partner) performing these actions does not release the Partner from liability to Subjects from the execution of these Regulations.

The Partner arranges the Promotion, makes changes to conditions (description) of the Promotion, suspends the Promotion in accordance with the provisions of this Subsection and Appendix 5 to the Regulations.

The Operator is entitled to suspend the Promotion in the following cases:

- If the Partner fails to fulfill (improperly fulfills) or fails to ensure fulfillment of obligations provided for hereby, or if the Operator has information, including from the Partner and (or) Bank, indicating the possibility of such failure to fulfill (improper fulfillment, failure to ensure fulfillment), including but not limited to:
  - The Partner's obligation to pay / provide a Reward to a Customer; obligation to ensure payment for Goods and settlement related to payment / provision of a

Reward, through an Acquirer who approved the Partner's participation in the Loyalty Program / agreed to support the Partner's participation (settlement) in the Loyalty Program; obligation to notify the Operator of changes in credentials in the registration form (application) provided for the purposes of accedence to the Regulations, information registered in the Loyalty Program (Partner's credentials), or to make the corresponding changes to the registration form in the Partner Profile in the cases, in the manner and within the time limits defined by the Regulations;

- If the Bank fails to fulfill (improperly fulfills) or fails to ensure fulfillment of obligations provided for hereby, or if the Operator has information, including from the Partner and (or) Bank, indicating the possibility of such failure to fulfill (improper fulfillment, failure to ensure fulfillment), including:
  - Acquirer's obligations to specify the Partner ID in authorization requests and clearing messages, to provide to the Partner settlement services related to payment / provision of a Reward to a Customer;
  - The Issuer's obligation to credit the Reward amount to the Customer in the manner and within the time frames specified herein.

The Operator notifies the Partner and the Acquirer who approved the Partner's participation in the Loyalty Program / agreed to support the Partner's participation (settlement) in the Loyalty Program of the Promotion suspension (suspension cancellation) not later than the date of the Promotion suspension (suspension cancellation), specifying the grounds (except the notice of suspension cancellation) via the Partner Profile / e-mail address specified in the application for the Merchant's accedence to the Regulations, and the Portal.

If the suspension is canceled, the Promotion must remain in force on terms not less favorable than those specified by the Partner when arranging the Promotion or changing the Promotion conditions in accordance with the Regulations prior to the suspension. Should the Partner violate these terms, the Operator is entitled to demand that the Partner make appropriate changes in the conditions of the Promotion, and the Partner must eliminate the identified violations within one (1) business day from the Operator's sending of such demand.

No Rewards (including Rewards for Goods purchased by a Customer with a Mir Card under the Promotion) shall be accrued / payable / provided under a Promotion that was suspended by the Partner / Operator.

An expired Promotion becomes unavailable to Customers.

### 3.3.6. Termination of Partner's Participation in the Loyalty Program

The Partner's participation in the Loyalty Program can be terminated on the following grounds:

- **at the initiative of the Operator.** The Operator is entitled to stop the Partner's participation in the Loyalty Program, including in the following cases:
  - initiation of bankruptcy (insolvency) proceedings against the Partner; declaring the Partner insolvent (bankrupt); liquidation of the Partner;
  - the Partner violating the requirements of the Regulations, the laws of the Russian Federation;
  - failure to fulfill and (or) improper fulfillment by the Partner of its obligations to the Subjects;
  - the Partner's discharge of a contractual relationship with the Acquirer for settlement of purchase of Goods transactions performed with Mir Cards;
  - termination of Loyalty Program participation of the Acquirer who approved the Partner's participation in the Loyalty Program;
  - damage to the Operator's goodwill, including establishing facts of claims from other Loyalty Program Participants, obtaining adverse information about the Partner from competent authorities and (or) publicly accessible sources.

Should the Operator decide to terminate the Partner's participation in the Loyalty Program, the Operator will notify the Partner and the Acquirer who approved the Partner's participation in the Loyalty Program / agreed to support the Partner's participation (settlement) in the Loyalty Program, specifying the reason, termination date of all Promotions (if there are ongoing Partner Promotions) and time / date of termination of the Partner's participation in the Loyalty Program via the Partner Profile / e-mail address specified in the application for the Merchant's accedence to the Regulations, and the Portal, and it unilaterally blocks the creation of new Promotions for the Partner from the date of the Operator's notification. The Partner's participation in the Loyalty Program is terminated from the moment / date specified in the Operator's notification;

- **at the initiative of the Partner.** The Partner is entitled to unilaterally decide to terminate the participation in the Loyalty Program. Should the Partner make such decision, it must notify the Acquirer who approved the Partner's participation in the Loyalty Program / agreed to support the Partner's participation (settlement) in the Loyalty Program, and the Operator by providing (submitting) to the Acquirer an original copy of the application for Loyalty Program participation termination at the initiative of the Partner in accordance with the terms set forth in Appendix 5 hereto. The Operator unilaterally blocks the

creation of new Promotions for the Partner, and also terminates all Partner Promotions (if there are ongoing Partner Promotions). The Partner's participation in the Loyalty Program is terminated from the moment / date determined in accordance with Appendix 5 hereto.

Before the moment / date of termination of Partner's participation in the Loyalty Program, the Partner must perform all of its obligations, financial and otherwise, incurred towards other Subjects during the partner's participation in the Loyalty Program.

The termination of the Partner's participation in the Loyalty Program does not release the Partner from obligations arising in connection with the participation in the Loyalty Program.

### **3.4. Acquirer**

#### **3.4.1. Acquirer's Rights and Obligations**

##### **3.4.1.1. The Acquirer shall:**

- perform its activities in accordance with the Regulations, Loyalty Program Standards, Fees, and Mir Payment System Regulations, as well as under agreements with Partners, related to settlement of purchase of Goods transactions performed with Mir Cards;
- independently determine the contractual relationship with Partners related to the settlement of purchase of Goods transactions performed with Mir Cards;
- specify in authorization requests and clearing messages the Partner ID that the Acquirer receives from the Operator in accordance with requirements of the Regulations;
- provide the Partner with settlement services related to payment / provision of Rewards to Customers and (or) refund of Reward amounts by Customers, including in case of their erroneous accrual or accrual upon Customer's failure to comply with the Promotion conditions, in accordance with the Regulations and separately concluded agreements between the Acquirer and the Partner;
- debit the Reward amount payable to the Customer from the Partner's bank account (unless the agreement between the Acquirer and the Partner stipulates another procedure for settlement related to payment of the Reward, subject to the following term), in accordance with the information received from the Operator, within one (1) business day from the date of receipt of the information;
- pay the Operator, the Issuer fees in accordance with the Regulations and Fees. The Acquirer charges the Operator with generating a payment order for fees and (or) Rewards on behalf of the Acquirer in the amount determined by the Fees, and with setting the



Acquirer's net position in accordance with the Mir Payment System Regulations, taking into account the amounts of these payments;

- provide the Operator with the information and documents related to the Acquirer's participation in the Loyalty Program, including the activities related to Requests received from Customers in the manner and within the time limits specified by the Operator in the corresponding request;
- provide assistance to the Operator in dispute resolution;
- support the Partner and the Operator in testing of the Promotion arrangement, changes in conditions (description) of the Promotion, in the manner determined by the Operator or specified by the Operator in the relevant request;
- within the period specified in the Operator's request, reimburse in cash the expenses incurred by the Operator if fulfilling the obligation to pay a fine to a Customer for an Acquirer;
- to access the Portal to interact within the Loyalty Program, use the login and password obtained when registering access management on the Portal;
- to access the Bank Profile, use the login and password obtained in accordance with Subsection 3.4.4 of the Regulations;
- ensure the use of the Portal / Bank Profile for the purposes of interaction within the Loyalty Program by persons authorized to perform legal and physical acts determined by the Regulations;
- ensure the storage of Acquirer data in a way that prevents access to it by unauthorized persons, independently take all measures required to maintain confidentiality, prevent unauthorized use and protect the Acquirer data from unauthorized access by unauthorized persons;
- ensure the use of antivirus protection on firmware used to access the Portal / the Bank Profile;
- independently track changes made by the Operator to the Regulations, Loyalty Program Standards and Fees, and visit the Web-site (Portal) to obtain the latest information;
- notify the Operator of changes in the information contained in the registration form (application) provided for the purposes of accedence to the Regulations, as well as the information registered in the Loyalty Program (Acquirer registration data) not later than ten (10) business days before such changes take effect via the Portal;
- perform other obligations of the Acquirer, as determined by the Regulations, Loyalty Program Standards and Fees, and the laws of the Russian Federation.



**3.4.1.2. The Acquirer shall have the right to:**

- request the Operator to provide Partner ID, including additional one;
- receive fees in accordance with the Regulations and Fees;
- initiate the termination of Partner's participation in the Loyalty Program previously approved by the Acquirer;
- use additional services and facilities provided for by the Loyalty Program;
- receive information about purchase of Goods transactions performed with Mir Cards, the amounts of Rewards payable to the Customer or refundable by the Customer, and other information about the Loyalty Program;
- engage third parties (TPP) for information exchange and technical interaction with the Operator within the Loyalty Program. Charging third parties (TPP) with the performance of obligations does not relieve the Acquirer from liability to the Subjects for the performance hereunder;
- post the information about the Loyalty Program (including the information about Promotions and terms of participation therein, about Goods and terms of their purchase) on its own resources, including on the Internet;
- terminate the participation in the Loyalty Program in accordance with the Regulations;
- exercise other rights provided for by the Regulations and the laws of the Russian Federation.

**3.4.2. Accedence of Credit Institution to the Regulations (Registration in the Loyalty Program) as Acquirer**

A credit institution intending to accede to the Regulations as an Acquirer must meet the following criteria:

- have a valid license issued by the Bank of Russia for conducting banking operations;
- be an active Direct Participant of Mir.

The procedure for a credit institution's accedence to the Regulations (registration in the Loyalty Program) as an Acquirer is defined in the *Mir Loyalty Program Standard. Credit Institution Registration in Loyalty Program as Acquirer and Certain Terms of Interaction between Acquirer and Operator within Loyalty Program* on the Portal.

Providing inaccurate, outdated or incomplete information may result in the inability to register in the Loyalty Program, participate in the Loyalty Program, and may also constitute grounds for limiting access to the Bank Profile.

A credit institution acceding to the Regulations as an Acquirer means:

- a confirmation that at the time of accedence to the Regulations the credit institution has read and understood the Regulations, including Loyalty Program Standards and Fees, and found no obstacles to the participation in the Loyalty Program;
- credit institution's acceptance of all the terms and conditions of the Regulations, including Loyalty Program Standards and Fees, without any exceptions and (or) limitations.

### **3.4.3. Changing Acquirer Credentials**

In case of changes in the credentials registered in the Loyalty Program, as well as any other changes that may significantly affect the Acquirer's or Operator's execution of the Regulations, the Acquirer must make the appropriate changes to the registration form on the Portal.

### **3.4.4. Bank Profile**

To gain access to the Bank Profile, the Acquirer provides the Operator with the application about contact persons in accordance with the *Mir Loyalty Program Standard. Credit Institution Registration in Loyalty Program as Acquirer and Certain Terms of Interaction between Acquirer and Operator within Loyalty Program* on the Portal.

The Bank Profile is accessed based on successful Acquirer Authentication using login and password for the Bank Profile provided by the Operator.

In case of unauthorized access of third parties to the information about password and (or) the Bank Profile, the Acquirer must immediately signal this via the Portal / communication channels determined by the Operator.

The Acquirer must make sure that only the Acquirer and (or) Acquirer's authorized persons use the Bank Profile. The use of the Bank Profile by Acquirer's authorized persons does not release the Acquirer from liability to Subjects from the execution of these Regulations, as well as the obligation to store their data in a way that prevents access to it by unauthorized persons, from the obligation to take measures to maintain confidentiality, prevent unauthorized use and protect the Bank Profile from unauthorized access by unauthorized persons.

If the Acquirer loses the login and (or) password, the Acquirer can request new password by filling out a corresponding form on the Web-site.

The Bank Profile allows for the information exchange with the Operator, including for the purposes of approval of support for the Partner's participation (settlement) in the Loyalty Program, use of other services provided to the Acquirer by the functionality of the Bank Profile.

The Operator shall have the right to:

- deny an Acquirer access to the Bank Profile if the Acquirer violates the Regulations;
- restrict the Acquirer's access to all or some functions of the Bank Profile;
- make changes to the Bank Profile without prior notice to the Acquirer.

If the Acquirer ceases to participate in the Loyalty Program, the Operator will block the Acquirer's access to the Bank Profile from the date the Acquirer ceases to participate in the Loyalty Program.

### **3.4.5. Acquirer's Participation in Certain Procedures of Interaction between Merchant (Partner) and Operator**

The Acquirer's participation in certain procedures of interaction between the Merchant (Partner) and the Operator is set forth in Appendix 5 to the Regulations.

### **3.4.6. Termination of Acquirer's Participation in the Loyalty Program**

The Acquirer's participation in the Loyalty Program can be terminated on the following grounds:

- **at the initiative of the Operator.** The Operator is entitled to stop the Acquirer's participation in the Loyalty Program, including in the following cases:
  - The revocation of the Acquirer's banking license by the Bank of Russia;
  - the Acquirer violating the requirements of the Regulations, the laws of the Russian Federation;
  - failure to fulfill and (or) improper fulfillment by the Acquirer of its obligations to the Subjects;
  - damage to the Operator's goodwill, including establishing facts of claims from other Loyalty Program Participants, obtaining adverse information about the Acquirer from competent authorities and (or) publicly accessible sources;
  - suspension and (or) termination of the Acquirer's participation in Mir.

Should the Operator decide to terminate the Acquirer's participation in the Loyalty Program, the Operator will notify the Acquirer, specifying the reason and date of termination of the Acquirer's participation in the Loyalty Program via the Portal; the Acquirer notifies Partners whose participation in the Loyalty Program was approved by the Acquirer of the Operator's decision in a manner agreed upon by the Acquirer and its Partners. The Acquirer's participation in the Loyalty Program is terminated from the date specified in the Operator's notification;

- **at the Acquirer's initiative.** The Acquirer is entitled to unilaterally decide to terminate the participation in the Loyalty Program. If such a decision is made, the Acquirer must notify the Operator thereof via the Portal and Partners - in a manner agreed upon by the Acquirer and its Partners, not later than ninety (90) calendar days prior to the date of the potential termination of participation in the Loyalty Program.

Starting from the date when the Operator notifies the Acquirer of the decision to terminate the Acquirer's participation in the Loyalty Program / the Acquirer notifies the Operator of the termination of participation in the Loyalty Program, the Acquirer does not have the right to coordinate the participation of Merchants in the Loyalty Program.

Within the period specified by the Operator when making the decision to terminate the Acquirer's participation in the Loyalty Program / not later than forty-five (45) calendar days before the date of termination of the Acquirer's participation in the Loyalty Program at the Acquirer's initiative, the Operator unilaterally terminates all Promotions of Partners whose participation in the Loyalty Program was previously approved by the Acquirer, and also blocks the arrangement of new Promotions by these Partners. Before the date of termination of the Acquirer's participation in the Loyalty Program, the Acquirer must perform all of its obligations, financial and otherwise, incurred towards other Subjects during the Acquirer's participation in the Loyalty Program.

The termination of the Acquirer's participation in the Loyalty Program does not release the Acquirer from obligations arising in connection with the participation in the Loyalty Program.

### **3.5. Issuer**

#### **3.5.1. Issuer's Rights and Obligations**

##### **3.5.1.1. The Issuer shall:**

- perform its activities in accordance with the Regulations, Loyalty Program Standards, Fees and the Mir Payment System Regulations, as well as under agreements with Customers;
- independently determine contractual relations with Customers related to the performance of transactions with Mir Cards;
- make a provision in agreements entered into with Customers for a pre-authorization of a direct debit by the Issuer from the Customer's bank account in the amount equal to the Reward amount refundable to the Operator / Partner in accordance with the Regulations or Promotion conditions, including in case of an erroneous accrual of a Reward or its accrual upon Customer's failure to comply with the Promotion conditions;

- credit the Reward amount to the Customer in accordance with the information received from the Operator, to the Customer's bank account or increase the Customer's e-money balance by the Reward amount within three (3) business days from the date the Reward amount is credited to the Issuer's account. The Issuer charges the Operator with setting the Issuer's net position in accordance with the Mir Payment System Regulations taking into account Reward amounts to be credited to the Customer;
- debit from the Customer the Reward amount refundable to the Partner / Operator, including in case of an erroneous accrual of a Reward or its accrual upon Customer's failure to comply with the Promotion conditions, in accordance with the information received from the Operator, by debiting the Reward amount (in full or in part) from the Customer's bank account or decreasing the Customer's e-money balance by the Reward amount (in full or in part) within one (1) business day from the receipt of this information. The Issuer charges the Operator with generating a payment order for the Reward amount refundable to the Partner / Operator (in full or in part) on behalf of the Issuer, including in case of an erroneous accrual of a Reward or its accrual upon Customer's failure to comply with the Promotion conditions, and with setting the Issuer's net position in accordance with the Mir Payment System Regulations, taking into account the specified Reward amounts;
- be liable to Subjects for financial obligations arising from the payment / provision / refund of Rewards of sponsored Issuers who are Indirect Participants;
- provide the Operator with the information and documents related to the Issuer's participation in the Loyalty Program, including the activities related to Requests received from Customers in the manner and within the time limits specified by the Operator in the corresponding request;
- provide assistance to the Operator in dispute resolution;
- to access the Portal to interact within the Loyalty Program, use the login and password obtained when registering access management on the Portal;
- to access the Bank Profile, use the login and password obtained in accordance with Subsection 3.5.5 of the Regulations;
- ensure the use of the Portal / Bank Profile for the purposes of interaction within the Loyalty Program by persons authorized to perform legal and physical acts determined by the Regulations;
- ensure the storage of Issuer data in a way that prevents access to it by unauthorized persons, independently take all measures required to maintain confidentiality, prevent unauthorized use and protect the Issuer data from unauthorized access by unauthorized persons;

- ensure the use of antivirus protection on firmware used to access the Portal / the Bank Profile;
- independently track changes made by the Operator to the Regulations, Loyalty Program Standards and Fees, and visit the Web-site (Portal) to obtain the latest information;
- notify the Operator of changes in the information contained in the registration form (application) provided for the purposes of accedence to the Regulations, as well as the information registered in the Loyalty Program (Issuer registration data) not later than ten (10) business days before such changes take effect via the Portal;
- perform other obligations of the Issuer, as determined by the Regulations, Loyalty Program Standards, Fees, and the laws of the Russian Federation.

#### **3.5.1.2. The Issuer shall have the right to:**

- receive fees in accordance with the Regulations and Fees;
- use additional services and facilities provided for by the Loyalty Program;
- receive information about purchase of Goods transactions performed with Mir Cards issued by it, the amounts of Rewards payable to the Customer or refundable by the Customer, and other information about the Loyalty Program;
- engage third parties (TPP) for information exchange and technical interaction with the Operator within the Loyalty Program. Charging third parties (TPP) with the performance of obligations does not relieve the Issuer from liability to the Subjects for the performance hereunder;
- terminate the participation in the Loyalty Program in accordance with the Regulations;
- post the information about the Loyalty Program (including the information about Promotions and terms of participation therein, about Goods and terms of their purchase) on its own resources, including on the Internet;
- exercise other rights provided for by the Regulations and the laws of the Russian Federation.

#### **3.5.2. Accedence of Credit Institution to the Regulations (Registration in the Loyalty Program) as Issuer**

A credit institution intending to accede to the Regulations as an Issuer must meet the following criteria:

- have a valid license issued by the Bank of Russia for conducting banking operations;

- be an active Direct / Indirect Participant of Mir.
- have contractual relations with individuals for the performance of transactions with Mir Cards.

The procedure for a credit institution's accedence to the Regulations (registration in the Loyalty Program) as an Issuer is defined in the *Mir Loyalty Program Standard. Credit Institution or the Bank of Russia Registration in Loyalty Program as Issuer and Certain Terms of Interaction between Issuer and Operator within Loyalty Program* on the Portal.

Providing inaccurate, outdated or incomplete information may result in the inability to register in the Loyalty Program, participate in the Loyalty Program, and may also constitute grounds for limiting access to the Bank Profile.

A credit institution acceding to the Regulations as an Issuer means:

- a confirmation that at the time of accedence to the Regulations the credit institution has read and understood the Regulations, including Loyalty Program Standards and Fees, and found no obstacles to the participation in the Loyalty Program;
- credit institution's acceptance of all the terms and conditions of the Regulations, including Loyalty Program Standards and Fees, without any exceptions and (or) limitations.

### **3.5.3. Accedence of the Bank of Russia to the Regulations (Registration in the Loyalty Program) as Issuer**

The procedure for the Bank of Russia's accedence to the Regulations (registration in the Loyalty Program) as an Issuer is defined in the *Mir Loyalty Program Standard. Credit Institution or the Bank of Russia Registration in Loyalty Program as Issuer and Certain Terms of Interaction between Issuer and Operator within Loyalty Program* on the Portal.

The Bank of Russia acceding to the Regulations as an Issuer means:

- a confirmation that at the time of accedence to the Regulations the Bank of Russia has read and understood the Regulations, including Loyalty Program Standards and Fees, and found no obstacles to the participation in the Loyalty Program;
- the Bank of Russia's acceptance of all the terms and conditions of the Regulations, including Loyalty Program Standards and Fees, without any exceptions and (or) limitations.

#### **3.5.4. Changing Issuer Credentials**

In case of changes in the credentials registered in the Loyalty Program, as well as any other changes that may significantly affect the Issuer's or Operator' execution of the Regulations, the Issuer must make the appropriate changes to the registration form on the Portal.

#### **3.5.5. Bank Profile**

To gain access to the Bank Profile, the Issuer provides the Operator with the application about contact persons in accordance with the *Mir Loyalty Program Standard. Credit Institution or the Bank of Russia Registration in Loyalty Program as Issuer and Certain Terms of Interaction between Issuer and Operator within Loyalty Program.*

The Bank Profile is accessed based on successful Issuer Authentication using login and password for the Bank Profile provided by the Operator.

In case of unauthorized access of third parties to the information about password and (or) the Bank Profile, the Issuer must immediately signal this via the Portal / communication channels determined by the Operator.

The Issuer must make sure that only the Issuer and (or) Issuer's authorized persons use the Bank Profile. The use of the Bank Profile by Issuer's authorized persons does not release the Issuer from liability to Subjects from the execution of these Regulations, as well as the obligation to store their data in a way that prevents access to it by unauthorized persons, from the obligation to take measures to maintain confidentiality, prevent unauthorized use and protect the Bank Profile from unauthorized access by unauthorized persons.

If the Issuers loses the login and (or) password, the Issuer can request new password by filling out a corresponding form on the Web-site.

The Bank Profile allows for the information exchange with the Operator, use of services provided to the Issuer by the functionality of the Bank Profile.

The Operator shall have the right to:

- deny an Issuer access to the Bank Profile if the Issuer violates the Regulations;
- restrict the Issuer's access to all or some functions of the Bank Profile;
- make changes to the Bank Profile without prior notice to the Issuer.

If the Issuer ceases to participate in the Loyalty Program, the Operator will block the Issuer's access to the Bank Profile from the date the Issuer ceases to participate in the Loyalty Program.



### **3.5.6. Issuer's Assistance in Individuals' Accedence to the Regulations and Mir Cards Registration in the Loyalty Program**

The Issuer is entitled to assist the Operator when individuals accede to the Regulations and register Mir Cards in the Loyalty Program according to the procedure defined herein.

When assisting the Operator in individuals' accedence to the Regulations, the Issuer must (with the exception of cases where the Issuer assists the Operator in individuals' accedence to the Regulations and Mir Cards registration in the Loyalty Program when individuals use other products and services of the Operator) obtain the individual's consent for personal data processing, including personal data transfer to the Operator, to ensure the participation of an individual in Loyalty Programs with the use of bank (payment) cards, including by interacting with the individual via the Internet, mail and other communications, including sending text / MMS messages. At the Operator's request, the individual's consent must be provided by the Issuer to the Operator within the time frame stipulated in the request.

The procedure for interaction between the Issuer and the Operator when the individual notifies the Issuer of their refusal to accede to the Regulations (register in the Loyalty Program) is determined in the *Mir Loyalty Program Standard. Credit Institution or the Bank of Russia Registration in Loyalty Program as Issuer and Certain Terms of Interaction between Issuer and Operator within Loyalty Program.*

### **3.5.7. Termination of Issuer's Participation in the Loyalty Program**

The Issuer's participation in the Loyalty Program can be terminated on the following grounds:

- **at the initiative of the Operator.** The Operator is entitled to stop the Issuer's participation in the Loyalty Program, including in the following cases:
  - The revocation of the Issuer's banking license by the Bank of Russia;
  - the Issuer violating the requirements of the Regulations, the laws of the Russian Federation;
  - failure to fulfill and (or) improper fulfillment by the Issuer of its obligations to the Subjects;
  - damage to the Operator's goodwill, including establishing facts of claims from other Loyalty Program Participants, obtaining adverse information about the Issuer from competent authorities and (or) publicly accessible sources;
  - suspension and (or) termination of the Issuer's participation in Mir.

If the Operator decides to terminate the Issuer's participation in the Loyalty Program, the Operator notifies the Issuer thereof, specifying the reason and date of termination of the

Issuer's participation in the Loyalty Program via the Portal. The Issuer's participation in the Loyalty Program is terminated from the date specified in the Operator's notification.

- **at the Issuer's initiative.** The Issuer is entitled to unilaterally decide to terminate the participation in the Loyalty Program. If such a decision is made, the Issuer must notify the Operator thereof via the Portal not later than ninety (90) calendar days prior to the date of the potential termination of participation in the Loyalty Program.

During the business day following the day on which the Operator decides to terminate the Issuer's participation in the Loyalty Program / receives from the Issuer a notice of termination of participation in the Loyalty Program, the Operator blocks Customers' ability to register Mir Cards issued by the Issuer in the Loyalty Program.

Within the period specified by the Operator when making the decision to terminate the Issuer's participation in the Loyalty Program / not later than forty-five (45) calendar days before the date of termination of Issuer's participation in the Loyalty Program at the Issuer's initiative, the Operator unilaterally removes from the Loyalty Program Mir Cards of Issuer's Customers previously registered in the Loyalty Program.

Before the date of termination of the Issuer's participation in the Loyalty Program, the Issuer must perform all of its obligations, financial and otherwise, incurred towards other Subjects during the Issuer's participation in the Loyalty Program.

The termination of the Issuer's participation in the Loyalty Program does not release the Issuer from obligations arising in connection with the participation in the Loyalty Program.

## 4. Confidentiality

Confidential information is understood to mean the information access to which is restricted under the laws of the Russian Federation, the requirements of the Partner, Bank, Operator and (or) Regulations, insider information, as well as any other information belonging to the Subject regardless of the form of its provision, transferred by the Disclosing party to the Receiving party, except for information about Promotions, including their conditions.

The Receiving party shall not, without the written consent (permission) of the Disclosing party, disclose or otherwise transfer the confidential information to third parties, except as required by the laws of the Russian Federation and the Regulations, as well as if the confidential information was lawfully disclosed by a source other than the Disclosing party without any confidentiality obligations.

A Subject undertakes to ensure confidentiality of information used and received under the Loyalty Program.

The Partner, Bank, Operator are entitled to, without prior written consent of the Disclosing party, at their own discretion and as reasonably required, transfer confidential information to their employees who have a need-to-know and are cleared to access confidential information, while remaining responsible for the actions (omissions) of their employees and other persons who gained access to confidential information.

The Receiving party shall be responsible for any disclosure of confidential information, as well as for any unauthorized use of confidential information caused by the Receiving party.

The Receiving party shall indemnify the Disclosing party for damages incurred as a result of disclosure of confidential information or its unauthorized use caused by the Receiving party.

The Customer, Partner, Bank agree that the Operator's processing and storage of information, including for the purposes of the information and analysis findings (reports) generation and use do not violate their rights with respect to such information and confidentiality requirements.

The Customer, Partner, Bank undertake not to disclose any information regarding the availability and (or) the content of software, technical and other solutions used in the Loyalty Program to any third party without prior written consent of the Operator.

In the event of the termination the Disclosing party's participation in the Loyalty Program, as well as at any time upon the Disclosing party's request, the Receiving party must return to the Disclosing party, against a handover certificate, all previously received confidential information held by the Receiving party and by any persons to whom such confidential information had been disclosed under the Regulations. Such information must be returned within five (5) business days of receipt of the Disclosing party's return notice. If it is impossible to transmit such confidential information, the Receiving party must destroy it and provide the disclosing Party with a destruction certificate (if the Receiving party is a Partner or a Bank) within five (5) business days of receipt of the Disclosing party's notice of confidential information destruction. If it is

impossible to return and (or) destroy confidential information within the period specified above, this period shall be changed as agreed by the Subjects.

In case of termination of participation in the Loyalty Program for any reason, the non-disclosure obligations shall survive for five (5) years starting from the date of termination of participation in the Loyalty Program.

Despite the above provisions, the Operator is entitled to process confidential information of a Customer, Partner or Bank that terminated their participation in the Loyalty Program until they fulfill all of the obligations that arose during their participation in the Loyalty Program, as well as to comply with the laws of the Russian Federation.

## 5. Exclusive Rights to Intellectual Property and their Use Rules

Exclusive rights to corporate names, trademarks and (or) service marks, commercial designations and other intellectual property used by the Partner, Bank or Operator, belong to their copyright holders. Exclusive rights to the Operator's Platform and other software used by the Subjects to implement and manage the Loyalty Program belong to the Operator.

The Subject does not acquire exclusive rights to intellectual property posted by another Subject on the Web-site, in the Customer Profile / Partner Profile / Bank Profile, on the Portal or in the Mobile Application. Any information contained on the Web-site, in the Customer Profile / Partner Profile / Bank Profile, on the Portal or in the Mobile Application may not be construed as granting, directly or indirectly, the right to use the intellectual property without the written consent of the copyright holder, except as provided for hereby.

The Partner and the Bank must:

- submit to the Operator for approval all materials created by them independently (or on their behalf), which have a reference to or mention the name of the Loyalty Program and (or) other means of identification of the Loyalty Program and (or) the Operator;
- use any means of identification of the Loyalty Program and (or) the Operator and (or) the Partner and the Bank only with the prior written consent of the Operator and (or) the Partner and the Bank, where the absence of prohibition shall not constitute consent (permission);
- immediately cease any placement and use of means of identification of the Loyalty Program and (or) the Operator and (or) the Partner and the Bank in case of termination of participation in the Loyalty Program or upon first written request of the Operator and (or) Partner and the Bank.

The Bank and Partner grant the Operator free of charge for the period of their participation in the Loyalty Program the right to use their corporate names, trademarks, and service marks, logos, as well as commercial designations, to inform the general public of the Bank's and Partner's participation in the Loyalty Program, and there is no need to enter into any licensing agreements. The Operator is also entitled to use the corporate name of the Bank assisting the Operator in individuals' accedence to the Regulations and registration of Mir Cards in the Loyalty Program according to the procedure defined herein, when sending to the individual's mobile phone number a text message containing the password to access the Customer Profile on the Web-site, to inform the individual about the terms of participation in the Loyalty Program. The period of granting the rights to use the intellectual property must not exceed the term of the copyright holder's rights to the property. The Bank's permission to use the Trademark (service mark) under the rightholder's control granted within the participation in Mir constitutes the Bank's consent to the use of

its trademarks and service marks to inform the general public about the Bank's participation in the Loyalty Program.

In cases where the Partner and Bank use trademarks and (or) service marks, commercial designations and corporate names of third parties, they must ensure that their use by the Operator is coordinated with the copyright holder. If during such use the intellectual property rights of third parties are violated, the Bank and Partner undertake to settle all claims of third parties and indemnify the Operator for any losses incurred in relation therewith at their own cost and expense.

In order to inform the general public about Promotions, about participation and terms of the Loyalty Program, the Subject is entitled to use the intellectual property posted on the Web-site or in the Customer Profile / Partner Profile / Bank Profile, on the Portal or in the Mobile Application, or provided for in the corresponding permit to use trademark (service mark) under the rightholder's control / letter of guarantee, exclusively by publishing and (or) posting them on its official web-site, in its social media accounts, as well as in advertising and information materials.

In order to inform the general public about the Operator's Promotions, the Operator can provide the Bank with advertising materials about the Operator's Promotions. The Bank is entitled to use these advertising materials exclusively by publishing and (or) posting them on its official web-site, in its social media accounts. The Bank shall be responsible for the use (posting) of the advertising materials about the Operator's Promotions. If during such use the intellectual property rights of third parties are violated, the Bank undertakes to settle all claims of third parties and indemnify the Operator for any losses incurred in relation therewith at their own cost and expense. The procedure for the Bank to use these advertising materials is determined in the *Mir Loyalty Program Standard. The Procedure for the Use of Advertising Materials about the Operator's Promotions by the Bank*.

By acceding to the Regulations, the Customer acquires the right to use the Mobile Application subject to an ordinary (non-exclusive) license held by the Operator, free of charge, for the entire term of the exclusive right of the Operator throughout the Russian Federation, limited to the right to launch, install and use it in accordance herewith. The accedence to the Regulations is considered confirmation of the familiarization and consent of the Customer, Partner, Bank with the procedure for the use of materials posted on the Web-site, in the Customer Profile / Partner Profile / Bank Profile, on the Portal and (or) in the Mobile Application.

## 6. Personal Data

For the purposes of execution of the Regulations, the Partner and the Bank exchange with the Operator the personal data of their representatives (employees and other authorized representatives (contact persons)), Customers (hereinafter, PD Subjects), required to execute the Regulations. Each party undertakes to comply with the requirements of the laws of the Russian Federation related to the personal data security and processing, including confidentiality and protection of personal data during processing, and does not consider the transfer of personal data of PD Subjects an order.

The Partner and the Bank must:

- ensure compliance with the requirements of the laws of the Russian Federation related to personal data security and processing;
- upon the Operator's request, within fifteen (15) calendar days provide evidence of there being legal grounds for the PD Subjects' personal data processing, including collection and transfer to the Operator and other persons, for the purposes of execution hereof.

The Partner and the Bank guarantee to the Operator that they lawfully process, collect, and transfer the PD Subjects' personal data to the Operator and third parties for the purposes of compliance with the Regulations.

The Operator processes the PD Subjects' personal data in accordance with the NSPK JSC Policy of Personal Data Processing and Protection posted on the information resource on the Internet at <http://www.nspk.ru/about/processing-of-personal-data/>, and these Regulations.

When registering in the Loyalty Program, an individual (Customer) provides the Operator with the following personal data:

- full name;
- sex;
- date of birth;
- e-mail address;
- phone number (mobile, landline);
- Mir Card details (PAN);
- information about purchase of Goods transactions with a Mir Card.

As part of the execution hereof, the Operator can additionally request from the Customer the following data:

- place of birth;
- details of the proof of identity (Russian passport, other document), including: series, number, issuing authority, date of issue, subdivision code;
- residential address / domicile address, as well as actual residence address;

- information about tax authority registration certificate (Taxpayer Identification Number);
- bank details, including: Customer's account number; name of credit institution (bank), bank identification code (BIK) and bank's correspondent account.

Within the Loyalty Program an individual (representative of the Partner, Bank) provides the Operator with the following personal data:

- full name;
- e-mail address;
- phone number (mobile, landline);
- job title;
- company.

By acceding to the Regulations, the PD Subject agrees that the Operator is entitled to process their personal data for the following purposes:

- individual's accedence to the Regulations (registration in the Loyalty Program) as a Customer;
- card registration in the Loyalty Program;
- implementation of terms of the Customer's participation in the Loyalty Program;
- implementation of terms of the Customer's participation in marketing activities and promotions for Mir Cardholders;
- providing the Customer with the information about the Loyalty Program, Promotions, advertising and other information, including from Partners for Mir Cardholders, information about any marketing activities and promotions for Mir Cardholders;
- processing of letters, inquiries, Requests, other communications from PD Subjects and Subjects;
- communication with PD Subjects, including sending responses, notifications, decisions, inquiries and other information related to the implementation hereof;
- resolution of disputes, disruptions and emergencies, including system crashes;
- ensuring that the Subjects fulfill the terms of the Promotion;
- settlement by the Bank;
- resolving disputes between Subjects;
- personal data comparison to confirm their accuracy and allow their verification by third parties as provided by applicable law of the Russian Federation.
- improving the quality of services rendered by the Operator and the convenience of their use;
- evaluation and analysis of the Loyalty Program;
- conducting statistical, marketing and other studies and surveys.



A PD Subject is entitled to request to limit the processing of their personal data for the purpose of the Operator's marketing activities. If the PD Subject's request is received to limit the processing of their personal data for the purpose of marketing activities, the Operator is entitled to refuse to provide the PD Subject with the Operator's Services within the Loyalty Program.

Under these Regulations, the PD Subjects' personal data processing is understood to mean any acts (interactions) with the personal data, with or without the use of automation facilities, including collection, recording, systematization, accumulation, storage, refinement (updates, alterations), extraction, usage, transfer (provision, access granting), depersonalization, blockage, deletion, annihilation of personal data.

By providing the personal data, the PD Subject gives consent to the Operator to process and use their personal data for the purposes determined by the Regulations up to the date of termination of the Customer's participation in the Loyalty Program and (or) termination of the employment relationship between the Partner or the Bank and their representative. Further processing (including archive storage) of PD Subjects' personal data is done under the laws of the Russian Federation.

The PD Subject can revoke consent by sending to the Operator a written notice in accordance with Federal Law No.152-FZ *On Personal Data* dated July 27, 2006. Notification address: 11, Bolshaya Tatarskaya str., Moscow, 115184. Personal data is deleted no later than thirty (30) calendar days from the receipt of the request by the Operator, unless otherwise provided for by the laws of the Russian Federation. After the request processing, the PD Subject is notified of the processing of the personal data being ceased and it being deleted. From the date of the PD Subject's personal data deletion from the internal database of the Loyalty Program, the Customer's participation in the Loyalty Program is terminated.

The PD Subject agrees to the transfer of their personal data and (or) the Operator's right to entrust the processing of their personal data to persons whose information is available on the information resource on the Internet at: <https://privetmir.ru> (hereinafter, the 'List of persons') in cases where such transfer (entrusting) is done in the interests of the Customer within their participation in the Loyalty Program (including in accordance with the purposes of Customer personal data processing defined above) and in any marketing activities and promotions for Mir Cardholders, as well as to improve the quality of services provided under the Loyalty Program, convenience of their use and to develop new products and services of the Loyalty Program, provided that the third party will transfer and further process such personal data under the laws of the Russian Federation. The Operator is entitled to unilaterally change the List of persons at any time. The Operator posts changes to the List of persons on the information resource on the Internet at: <https://privetmir.ru>. All changes made by the Operator to the List of persons become effective at the date of posting on the information resource on the Internet at: <https://privetmir.ru>.

By acceding to the Regulations, the Customer confirms that they have read the provisions of Federal Law No.152-FZ *On Personal Data* dated July 27, 2006, and understood the rights and obligations within personal data protection.

## 7. Force Majeure

The Subjects are exempt from the liability for partial or complete non-fulfillment / improper fulfillment of their obligations as defined in the Regulations if such non-fulfillment / improper fulfillment is a result of force majeure circumstances.

The force majeure circumstances include events that are beyond the Subjects' control and for the occurrence of which the Subjects are not responsible, such as wars and armed conflicts, prohibitive acts and actions by state bodies.

In the event of force majeure circumstances hampering the fulfillment of the Subjects' obligations, the period of fulfillment of such obligations by the Subjects is extended for the duration of such circumstances, as well as the time required for the elimination of their consequences.

Loyalty Program Participants must immediately notify the Operator of the occurrence of force majeure circumstances by any available means and immediately send a written notice via any of the available communication channels (Customer Profile / Partner Profile, Portal, mail, e-mail etc.). The notice must contain the information about the nature of the circumstances and, where possible, the information allowing to assess their impact on the possibility of fulfillment by the Loyalty Program Participants of their obligations within the Loyalty Program.

If the force majeure hampers the fulfillment of the Operator's obligations, the Operator is entitled to post a corresponding notice for all Loyalty Program Participants on the Web-site and (or) send it in writing via any of the available communication channels (Customer Profile / Partner Profile, Portal, mail, e-mail etc.) to the address of a separate Loyalty Program Participant.

The occurrence of force majeure circumstances and the period of their duration must be confirmed by the relevant state agency that is responsible for stating (certifying) such circumstances.

Should the Subject fail to send or fail to send the notice in a timely manner, it must compensate the other Subjects for the losses incurred by them and is not entitled to invoke the force majeure circumstances.

Upon the termination of the above circumstances the Loyalty Program Participant that was not able to fulfill its obligations due to force majeure must notify the Operator thereof in writing within three (3) business days after their termination.

## 8. Responsibilities

Subjects are liable for failure to fulfill (improper fulfillment of) their obligations in accordance with these Regulations, the Mir Payment System Regulations, agreements concluded between Loyalty Program Participants, the laws of the Russian Federation.

The Subjects' liabilities for breach of their obligations is allocated in the following way:

The Operator:

- is liable to Loyalty Program Participants for failure to fulfill (improper fulfillment of) its obligations;
- must compensate Loyalty Program Participants for documented damages.

The Operator is not responsible for any losses caused to Loyalty Program Participants as a result of:

- illegal actions of third parties aimed at breaching the information security or normal operation of the Operator's Platform;
- the termination of the Promotion in cases specified in the Regulations;
- failures in the operation of the Web-site, Mobile Application, caused by code errors, computer viruses and other extraneous code fragments in the Web-site and Mobile Application software, except through the fault of the Operator;
- the absence (failure, loss etc.) of Internet connection between the Loyalty Program Participants' hardware and the Operator's Platform;
- measures taken by authorized public authorities affecting the Web-site and Mobile Application operation and (or) the hardware that supports it;
- the implementation of state regulation (or regulation by other authorities) of business activities of commercial organizations on the Internet and (or) limitations by these subjects, making it difficult or impossible to fulfill the obligations of the Loyalty Program Subjects;
- other cases resulting from actions (omissions) of Internet users and (or) other subjects aimed at degradation of the overall situation with the use of the Internet and (or) computer hardware that existed at the time of the Loyalty Program Participant's accedence.

The Operator shall not be liable for:

- failure to fulfill (improper fulfillment of) the obligations of the Partner to pay / provide a Reward to a Customer and (or) of the Customer to refund the Reward amount under the Loyalty Program;
- failure to fulfill (improper fulfillment of) the obligations to pay other fees provided for by the Regulations and Fees;

- the use of the Customer Profile / Partner Profile / Bank Profile, Portal, Mobile Application by persons not authorized by Loyalty Program Participants;
- the registration of a Mir Card that is invalid or the use of which to perform transactions is restricted;
- failure to fulfill (improper fulfillment) by the Operator of its obligations under the Regulations, if such non-fulfillment is caused, among other things, by failure to fulfill (improper fulfillment) by the Loyalty Program participants of obligations to notify the Operator of changes in credentials in the registration form submitted to accede to the Regulations, as well as the information registered in the Loyalty Program (registration data), to make the corresponding changes to the registration form in the manner provided for by the Regulations. All responsibility and risks associated with the failure to fulfill (improper fulfillment of) the obligations by the Loyalty Program Participant shall be borne by the Loyalty Program Participant.

Loyalty Program Participants:

- are liable to Subjects for their actions (omissions), including actions (omissions) of third parties authorized (engaged) by them under the Loyalty Program, including the violations of the Regulations arising through the fault of the Loyalty Program Participant or third parties authorized (engaged) by them;
- must reimburse the Subjects in full for documented damages caused by actions (omissions) of the Loyalty Program Participant.

In case of failure to pay / provide a Reward to a Customer due to non-fulfillment (improper fulfillment) by the Partner of its obligations:

- to ensure payment for Goods and settlement related to payment / provision of the Reward through the Acquirer that approved the Partner's participation in the Loyalty Program / agreed to support the Partner's participation (settlement) in the Loyalty Program;
- to provide the Operator with information about the Card Acceptor ID Code and Card Acceptor Terminal ID in the manner provided for by the Regulations for the purposes of arranging a Promotion / changing the conditions (description) of the Promotion;
- to update the information about the Card Acceptor ID Code and Card Acceptor Terminal ID registered in the Loyalty Program;
- to notify the Operator of changes in credentials in the registration form submitted for the purposes of accedence to the Regulations, as well as information registered in the Loyalty Program (registration data);

- or the obligations to make the corresponding changes to the registration form in the manner determined by the Regulations,

the Partner must pay the Customer a fine in the amount of unpaid / not provided Reward increased by the amount of tax calculated from the amount of unpaid / not provided Reward. When paying the fine, the Partner must ensure that the specified amount of the personal income tax is withheld and transferred under the laws of the Russian Federation.

In case of failure to pay / provide a Reward to the Customer due to the failure of the Acquirer to perform (properly perform) its obligations provided for by the Regulations, the Acquirer must pay the Customer a fine in the amount unpaid / not provided Reward increased by the amount of the personal income tax calculated from the amount of unpaid / not provided Reward. When paying the fine, the Acquirer must ensure that the specified amount of the personal income tax is withheld and transferred under the laws of the Russian Federation.

The Partner guarantees to the Operator that the information posted on the Web-site, Portal, Customer Profile / Partner Profile / Bank Profile or in the Mobile Application complies with the requirements of the laws of the Russian Federation, including laws on advertisement, and (or) does not violate third party rights. In all cases, the person who determined the content of such information and initiated its publication is liable for posting on the Web-site, in the Customer Profile / Partner Profile / Bank Profile or in the Mobile Application the information that does not comply with the laws of the Russian Federation and (or) violates third party rights. In particular, the Operator does not verify the information posted by any of the Loyalty Program Participants for compliance with the laws of the Russian Federation and (or) third party interests. Loyalty Program Participants agree that they must independently perform such verification.

The Operator does not act as an advertiser, advertising producer or advertising distributor with regards to any information posted on the Web-site or distributed via the Web-site by any of the Loyalty Program Participants (including posting the information about Promotions and participation therein, the Goods and terms of their purchase).

Loyalty Program Participants represent (warrant):

- The Partner, the Bank (each of the experts involved in the interaction provided for by the Regulations) has the expertise required for the timely fulfillment of its obligations provided for by the Regulations in a qualitative manner;
- should the Partner, the Bank be required to have appropriate licenses (permits, admissions) under the laws of the Russian Federation to fulfill the obligations provided for by the Regulations, the Partner, the Bank (their experts) shall hold the required valid (current) licenses (permits, admissions);
- no third parties are entitled to prevent the Customer, the Partner, the Bank from fulfilling their obligations under the Regulations;

- the Partner, the Bank are a duly incorporated legal entity / sole proprietor, have full legal capacity, and are established in perpetuity;
- the Partner, the Bank carry on business in full compliance with the laws of the Russian Federation;
- the Partner, the Bank were not incorporated shortly before acceding to the Regulations, hold property and tangible assets required for its business and fulfillment of its obligations hereunder;
- the Partner, the Bank pay taxes, non-zero social charges; conduct real business aimed at gaining of profit; pursue a business goal when closing transactions;
- the Partner, the Bank have human resources to the extent and with expertise required for the timely fulfillment of their obligations hereunder in a qualitative manner;
- the Partner, the Bank, when engaging third parties to fulfill the obligations hereunder, must exercise due diligence when selecting such counterparties, must comply with the laws of the Russian Federation, including the requirements of civil, tax and labor legislation, when closing and settling transactions involving counterparties;
- any information about the Loyalty Program (including the information about Promotions and terms of participation therein, about Goods and terms of their purchase) posted on resources of Banks and Partners, including on the Internet, fully complies with the information posted on the Web-site or in the Mobile Application.

If, after the Loyalty Program Participant accedes to the Regulations, the non-compliance / invalidity / unreliability of the above guarantees (representations) is revealed, which would entail any adverse consequences for the Operator, related to claims from tax and regulatory authorities, including *inter alia* claims against counterparties engaged by the Partner or the Bank, such Loyalty Program Participant shall be obliged to pay a fine to the Operator at the Operator's request in the amount of fines and (or) costs and (or) losses incurred by the Operator due to such violation (non-compliance / invalidity / unreliability of guarantees (representations)). The Operator's claim must be paid by the Loyalty Program Participant within the period stipulated in such claim.

The Partner, the Bank hold the required rights to their own or third party materials, documents, information used for fulfilling the obligations provided for hereby (including *inter alia* rights to intellectual property and means of identification). Should third parties bring any claims against the Partner or the Bank, resulting from violation of any third party rights to such materials, documents, information (including rights to intellectual property and means of identification), the Partner or the Bank undertakes to settle these claims at its own cost and expense. The Operator is entitled to demand full compensation for all damages (including lost profits) incurred by the Operator due to violation of such rights. The Operator's claim must be paid by the Partner or the Bank within the period stipulated in such claim.

## **9. Governing Law. Dispute Resolution within the Loyalty Program**

These Regulations are governed by the laws of the Russian Federation.

The Subjects shall attempt in good faith to resolve all disputes and disagreements arising out of provisions of the Regulations or in connection with the performance of the provisions of the Regulations as soon as practically possible by way of negotiations.

All disputes, disagreements, and claims (hereinafter referred to as 'Disputes') arising out of or in connection with the present Regulations, including their violation, suspension, repudiation, or invalidation, are resolved as per the procedure established by the present Section.

Customer Requests are processed under Subsection 3.2.8 hereof.

When resolving Disputes, the non-breaching party may claim full compensation for actual damages from the breaching party.

The Disputes between the Subjects shall be resolved out of court. Disputes related to the conclusion, interpretation, execution, and termination of the Regulations shall be settled by the Parties through negotiations. In case of failure to reach an agreement during the negotiations mentioned above, the party concerned shall send a written claim signed by the authorized person to the other party. The claim shall be sent via the communication media ensuring the recording of its mailing (by post, by cable, etc.) and receipt, or it shall be handed out to the other party against receipt. The documents justifying the claims submitted by the party concerned, as well as the documents confirming the powers of the person who signed them, shall be attached to the claim. The specified documents shall be submitted in the form of duly notarized copies. The claim sent without documents confirming the powers of the person who signed it shall be considered unsubmitted and shall not be subject to examination. The Party to which the claim is sent shall examine the received claim and notify the party concerned in writing on the results within twenty (20) business days from the date of the claim receipt.

If the dispute is not resolved out of court, as well as if the response to the claim is not received within the period specified above, the dispute shall be submitted to the Moscow City Arbitration Court.

The results of legal proceedings must be communicated in writing to the Operator by the party that initiated the legal proceedings within ten (10) business days from the effective date of the court ruling.



## **Appendix 1.                   The *Cash Back* Program**

### **1.           Terms and Definitions**

The terms and definitions used in this Appendix are understood to have the following meanings (regardless of their number, case, etc.):

**Cash Back** – a type of Reward accrued with reference to Item 2.5 of this Appendix; a financial incentive in the form of partial return of funds to the Customer, which they spent on the purchase of Goods under a Promotion with a valid Mir Card registered in the Loyalty Program.

### **2.           General Provisions**

2.1.     An individual's accedence to the Regulations (registration in the Loyalty Program) as a Customer is deemed confirmation of the Customer having properly read, understood and accepted this Appendix.

2.2.     The Cash Back Program is based on providing the Customer with a financial incentive in the form of partial return of funds to the Customer, which they spent on the purchase of Goods under a Promotion with a valid Mir Card registered in the Loyalty Program.

2.3.     The Cash Back Program is implemented by the Operator or the Partner holding the corresponding Promotions.

2.4.     The terms of Promotions under the Cash Back Program, including the terms of the Customer's participation in the Promotion, are determined in accordance with the provisions of the Regulations and this Appendix in the Promotion Rules.

2.5.     The amount of Cash Back depends on the amount of reward points accrued. Reward points for Operator and Partner Promotions are determined in accordance with the procedure for calculation of the Reward amount defined by the Loyalty Program Fees and (or) the conditions of the Operator and Partner Promotion. 1 (one) reward point = 1 (one) Russian ruble.

2.6.     The Cash Back amount is credited to the Customer using details of the valid Mir Card registered in the Loyalty Program and used for the purchase of Goods.

### **3.           Cash Back Accrual and Payment**

3.1.     The Cash Back amount cannot be lower than the values set in the Loyalty Program Fees.



3.2. When formulating the Promotion Rules, the following Cash Back accrual conditions may be stipulated, among others:

- for purchase of Goods transactions with a valid Mir Card registered in the Loyalty Program performed on any day of the week / certain days of the week;
- for purchase of Goods transactions with a valid Mir Card registered in the Loyalty Program performed at any time of the day / certain time of the day;
- for purchase of Goods transactions with a valid Mir Card registered in the Loyalty Program performed for any amount of money/for an amount of money not less than a certain value;
- for purchase of Goods transactions with a Co-badged Mir Card;
- The amount to which Cash Back is accrued for a payment transaction with a valid Mir Card registered in the Loyalty Program can be limited to a certain amount;
- for purchase of Goods transactions with a valid Mir Card registered in the Loyalty Program: any goods (works, services) / certain goods (works, services) (types, groups thereof etc.) / certain number of goods (to the extent technically feasible by the Operator's Platform);
- for purchase of Goods transactions with a valid Mir Card registered in the Loyalty Program: first; second; first two; second and third; and the like;
- other terms aimed at boosting Customer activity when using the Operator's Platform, the Operator's Services and (or) Mir Cards under a Promotion;
- the list of purchase of Goods transactions with a Mir Card for which the Cash Back is not paid.

3.3. When formulating the Promotion Rules, the Operator may also stipulate the following Cash Back accrual conditions, among others:

- for purchase of Goods transactions with a valid Mir Card registered in the Loyalty Program in any category (industry (hereinafter, 'category') / selected by the Customer / determined by the Operator (the type of category (industry) and (or) MCC is determined by the Promotion Rules);
- for purchase of Goods transactions with a valid Mir Card registered in the Loyalty Program performed in a category during a certain period / the entire Promotion term;
- for purchase of Goods transactions with a valid Mir Card registered in the Loyalty Program performed at any Merchant / Merchant selected by the Operator;
- for purchase of Goods transactions with a valid Mir Card registered in the Loyalty Program performed at a certain (minimum) volume during a certain period.

3.4. The Cash Back is credited to the Customer under the following conditions:

- The Customer is an active participant of the Loyalty Program;
- The Customer joined the Promotion (in accordance with Subsection 3.2.7 of the Regulations);
- The Goods purchased under a Promotion are paid for with a valid Mir Card registered in the Loyalty Program. There are no restrictions on performance of transactions with such card (e.g., on payment with a Mir Card on the Internet). When performing a purchase of Goods with a Co-badged Mir Card, the Cash Back is accrued only to the extent technically feasible by the Operator;
- The Goods are purchased during the Promotion (i.e., the Promotion is neither terminated nor suspended at the time when the Goods are purchased with a valid Mir Card registered in the Loyalty Program);
- other conditions as set by the Promotion.

3.5. The amount of Cash Back for a purchase of Goods transaction performed with a valid Mir Card registered in the Loyalty Program is communicated to the Customer via the Customer Profile. The Customer independently tracks the information about the amount of Cash Back.

3.6. The Cash Back is paid under the Regulations, this Appendix and Promotion Rules not earlier than three (3) business days from the date of purchase of Goods under a Promotion (unless other period and procedure for Cash Back accrual are set by the Operator's Promotion).

3.7. The Cash Back is not paid when Goods are returned, including in case of a Product-dependent Promotion when returning Goods and other products (works, services) paid for by the Customer with a valid Mir Card registered in the Loyalty Program at the same time as purchasing Goods, unless otherwise provided for by this Appendix or the Promotion Rules.

3.8. When returning a part of Goods:

- if the conditions of the Promotion determine Cash Back as a percentage of the cost of Goods, the Cash Back is paid in the amount determined by the conditions of the Promotion, for a part of Goods that was not returned by the Customer. If the cost of the part of Goods that was not returned by the Customer does not comply with the conditions of Cash Back accrual and payment provided for by the Promotion, the Cash Back is not paid;
- if conditions of the Promotion provide for a fixed Cash Back, the Cash Back is paid in the amount determined by the Promotion Rules only if the cost of the part of Goods that was not returned by the Customer complies with the conditions of Cash Back accrual and payment provided for by the Promotion;

unless otherwise provided for by this Appendix or the Promotion Rules.

#### 4. Cash Back Refund

4.1. The Cash Back is refunded in accordance with the following terms, unless otherwise provided for by this Appendix or the Promotion Rules.

4.1.1. When returning Goods:

4.1.1.1. In case of a full refund (returning Goods in full), the Cash Back is not payable, and the Cash Back paid for such Goods is fully refundable to the Operator / Partner (hereinafter, 'Cash Back amount refund').

4.1.1.2. In case of partial refund (returning a part of Goods):

- if the conditions of the Promotion determine Cash Back as a percentage of the cost of Goods, the Cash Back amount paid is refundable to the Partner / Operator for the part of Goods that was returned by the Customer. If the cost of the part of Goods that was not returned by the Customer does not comply with the conditions of Cash Back accrual and payment provided for by the Promotion, the amount of Cash Back paid is refundable to the Partner / Operator in full;
- if conditions of the Promotion provide for a fixed Cash Back, the amount of Cash Back paid is refundable to the Partner / Operator only if the cost of the part of Goods that was not returned by the Customer does not comply with the conditions of Cash Back accrual and payment provided for by the Promotion.

4.1.2. In cases when the Cash Back is credited upon Customer's failure to comply with the Promotion conditions or when the Cash Back is credited due to an erroneous accrual (hereinafter, the 'Unjustified Cash Back payment'), the Cash Back must be refunded to the Operator / Partner in full (in part) by the Customer having received the Unjustified Cash Back payment in the absence of the grounds established by the Regulations, Promotion Rules and the laws of the Russian Federation. Under the laws of the Russian Federation, the Unjustified Cash Back payment is construed as unjustified enrichment of the Customer.

The amount of Cash Back refundable under this Item is determined based on the amount of the Unjustified Cash Back payment: in case of unjustified accrual of the full Cash Back amount, such amount is refundable in full; in case of unjustified accrual of a part of the Cash Back amount, the Cash Back is refunded in the amount equal to the Unjustified Cash Back payment.

4.2. The Operator informs the Customer of the Cash Back amount to be refunded via the Customer Profile.

4.3. The Cash Back amount, including in case of erroneous accrual of Cash Back or accrual of Cash Back upon Customer's failure to comply with the Promotion conditions, is refunded by the Issuer debiting the Cash Back amount (in full or in part) from the Customer's bank account or decreasing the Customer's e-money balance by the Cash Back amount (in full or in part). Then, the Acquirer / credit

institution providing banking services to the Operator transfers the Cash Back amount (in full or in part) to the bank account of the Partner (unless the agreement between the Acquirer and the Partner stipulates another procedure for settlement related to the Cash Back amount refund) / Operator (unless the agreement between the Operator and the credit institution providing banking services to the Operator stipulates another procedure for settlement related to the Cash Back amount refund).

4.4. If the Issuer cannot debit the Cash Back amount to be refunded (in full or in part), including in case of erroneous accrual or accrual upon Customer's failure to comply with the Promotion conditions, from the Customer's bank account or decrease the Customer's e-money balance by the Cash Back amount to be refunded (in full or in part), the Customer must reimburse the Issuer for expenses related to the Cash Back amount refund within three (3) business days from the date of Goods (part of Goods) return.

4.5. The Customer undertakes to reimburse the damages related to the Cash Back amount refund.

## **5. Product-dependent Promotion**

5.1. When conducting a Product-dependent Promotion, the Partner must comply with the procedure of interaction between the Partner and the Operator established by the *Loyalty Program Standard. Regulations of Operational and Technological Interaction between Operator and Partner within the Loyalty Program for Mir Cardholders*, including in terms of providing the Operator with information confirming:

- the purchase of Goods;
- the return of Goods (part of Goods) or other products (works, services) paid by the Customer with a Mir Card at the same time as purchasing Goods.

The Partner fulfills the obligation to provide this information during the term of the Product-dependent Promotion, as well as the following fourteen (14) calendar days. Upon expiry of the fourteen days, the Partner must provide this information at the Operator's request (sent via the Partner Profile / e-mail address specified in the application for the Merchant's accedence to the Regulations) within the period set in the request and in accordance with the procedure of interaction between the Partner and the Operator established by the Operator.

In case of non-performance (improper performance) of the obligation to provide this information by the Partner:

- The Partner must pay the Customer the Cash Back in the maximum amount set by the conditions of the Product-dependent Promotion for a transaction with a Mir Card in general;
- the Cash Back amount is not refunded to the Partner in accordance with the procedure described in Item 4 of this Appendix.

## Appendix 2. The *Bonus* Program

### 1. Terms and Definitions

The terms and definitions used in this Appendix are understood to have the following meanings (regardless of their number, case, etc.):

**Bonus Point** – a type of Reward, a notional unit accrued to the Customer as a result of the Customer's purchase of Goods using a valid Mir Card registered in the Loyalty Program.

**Bonus Account** – an entry in the Customer Profile generated to reflect information about the number of Customer Bonus Points.

**Bonus Conversion Rate** – is the ratio of one (1) Bonus Point to one (1) Russian ruble.

### 2. General Provisions

2.1. An individual's accedence to the Regulations (registration in the Loyalty Program) as a Customer is deemed confirmation of the Customer having properly read, understood and accepted this Appendix.

2.2. The *Bonus* Program is a system for accumulating bonus points by the Customer as a result of the Customer performing purchase of Goods transactions under a Promotion using a valid Mir Card registered in the Loyalty Program.

2.3. The *Bonus* Program is implemented by the Operator or the Partner holding the corresponding Promotions.

2.4. The procedure and the amount of bonus points are determined in accordance with this Appendix, the Operator's or the Partner's Promotion Rules.

2.5. Bonus Points are accrued and awarded in accordance with the procedure established by the Loyalty Program Regulations for Reward accrual and payment.

2.6. The option to accumulate and use Bonus Points is granted to the Customer with all valid Mir Cards registered in the Loyalty Program, regardless of their number. All Mir Cards of the Customer are bound to the same Bonus Account.

### 3. Terms of Bonus Accrual

3.1. The Customer is entitled to collect and accumulate Bonus Points in accordance with the Operator's or the Partner's Promotion Rules.

3.2. The terms for crediting Bonus Points to the Customer's Bonus Account are determined by the Operator's or the Partner's Promotion Rules.

3.3. When formulating the Promotion Rules, the following Bonus accrual conditions may be stipulated, among others:

- for purchase of Goods transactions with a valid Mir Card registered in the Loyalty Program performed on any day of the week / certain days of the week;
- for purchase of Goods transactions with a valid Mir Card registered in the Loyalty Program performed at any time of the day / certain time of the day;
- for purchase of Goods transactions with a valid Mir Card registered in the Loyalty Program performed for any amount of money / for an amount of money not less than a certain value;
- for purchase transactions with a Co-badged Mir Card;
- the amount to which Bonus Points are accrued for a purchase of Goods transaction with a valid Mir Card registered in the Loyalty Program can be limited to a certain amount;
- for purchase of Goods transactions with a valid Mir Card registered in the Loyalty Program: any goods (works, services) / certain goods (works, services) (types, groups thereof etc.) / certain number of goods (to the extent technically feasible by the Operator's Platform);
- for purchase of Goods transactions with a valid Mir Card registered in the Loyalty Program: first; second; first two; second and third; and the like;
- the conditions for rounding the amount of purchase of Goods transaction with a valid Mir Card registered in the Loyalty Program for the purposes of Bonus Points accrual;
- other terms aimed at boosting Customer activity when using the Operator's Platform, the Operator's Services and (or) Mir Cards under a Promotion;
- the list of purchase of Goods transactions with a valid Mir Card registered in the Loyalty Program for which the Reward is not paid / not provided.

3.4. When formulating the Promotion Rules, the Operator may also stipulate the following Bonus Points accrual conditions, among others:

- for purchase of Goods transactions with a valid Mir Card registered in the Loyalty Program in any category (industry (hereinafter, 'category')) / selected by the Customer /

determined by the Operator (the type of category (industry) and (or) MCC is determined by the Promotion Rules);

- for purchase of Goods transactions with a valid Mir Card registered in the Loyalty Program performed in a category during a certain period / the entire Promotion term;
- for purchase of Goods transactions with a valid Mir Card registered in the Loyalty Program performed at any Merchant / Merchant selected by the Operator;
- for purchase of Goods transactions with a valid Mir Card registered in the Loyalty Program performed at a certain (minimum) volume during a certain period.

3.5. Bonus Points are credited to the Customer under the following conditions:

- The Customer is an active participant of the Loyalty Program;
- The Customer joined the Promotion (in accordance with Subsection 3.2.7 of the Regulations);
- The Goods purchased under a Promotion are paid for with a valid Mir Card registered in the Loyalty Program. There are no restrictions on performance of transactions with such card (e.g., on payment with a Mir Card on the Internet). When performing a purchase of Goods with a Co-badged Mir Card, Bonus Points are accrued only to the extent technically feasible by the Operator;
- The Goods are purchased during the Promotion (i.e., the Promotion is neither terminated nor suspended at the time when the Goods are purchased with a valid Mir Card registered in the Loyalty Program);
- other conditions as set by the Promotion.

3.6. The amount of Bonus Points for a purchase of Goods transaction performed with a valid Mir Card registered in the Loyalty Program is communicated to the Customer via the Customer Profile. The Customer independently tracks the information about the amount of Bonus Points.

3.7. Bonus Points are accrued in accordance with the Promotion Rules.

3.8. The Operator is entitled to unilaterally deny the Customer the accrual of Bonus Points or cancel the Customer Bonus Account, including in the following cases: if the performed purchase of Goods transactions are related to the Customer's business activity; the program Regulations are violated; Bonus Points were accrued by mistake.

3.9. In case of return of Goods purchased under the corresponding Promotion, the Operator is entitled to write off the Bonus Points received under such Promotion from the Customer's Bonus Account. The balance of the Customer's Bonus Account can be negative.

3.10. Donating, selling, exchanging, transferring and otherwise transacting Bonus Points between the Customer and third parties are prohibited. If such actions of the Customer are revealed, the Operator reserves the right to cancel the Customer's Bonus Account.

3.11. Bonus Points cannot be transferred from one Bonus Account to another. If such actions of Customers are revealed, the Operator reserves the right to cancel the Customers' Bonus Accounts.

#### **4. Use of Bonus Points**

4.1. The Customer is entitled to use Bonus Points at their own discretion, except as defined in Items 3.10 – 3.11 of this Appendix.

4.2. The Customer is entitled to choose a Partner to use Bonus Points at their own discretion, taking into account the list of Partners on the Web-site or in the Customer Profile in the appropriate Section.

4.3. Bonus Points received by the Customer under this Appendix can be converted into other types of Rewards only subject to a special provision in the Partner's or Operator's Promotion Rules.

4.4. Bonus Points accrued to the Customer Bonus Account must be used within twenty four (24) months from the date of their accrual, unless otherwise determined by the Partner's or Operator's Promotion Rules. At the same time, the availability period of Bonus Points, established by the Partner's Promotion Rules, cannot exceed twenty four (24) months from the date of their accrual. Upon expiry of these periods the Bonus Points are automatically canceled.



## Appendix 3.                    *The Service Program*

### 1.            **Terms and Definitions**

The terms and definitions used in this Appendix are understood to have the following meanings (regardless of their number, case, etc.):

**Service** – a Customer’s access to a set of services provided by the Partner or the Operator.

### 2.            **General Provisions**

2.1.        An individual’s accedence to the Regulations (registration in the Loyalty Program) as a Customer is deemed confirmation of the Customer having properly read, understood and accepted this Appendix.

2.2.        The *Service Program* is access to a set of services provided to the Customer by Partners or the Operator.

2.3.        The procedure for the provision and use of the *Service Program* is determined by the Operator’s or Partner’s Promotion Rules.

## Appendix 4. The *Prize* Program

### 1. Terms and Definitions

The terms and definitions used in this Appendix are understood to have the following meanings (regardless of their number, case, etc.):

**Prize** – a type of Reward, a Customer incentive in cash or in kind within the Loyalty Program participation.

### 2. General Provisions

2.1. An individual's accedence to the Regulations (registration in the Loyalty Program) as a Customer is deemed confirmation of the Customer having properly read, understood and accepted this Appendix.

2.2. The *Prize* Program is based on providing the Customer with an incentive in cash or in kind within the Loyalty Program participation.

2.3. The *Prize* Program is implemented by the Operator or the Partner holding the corresponding Promotions.

2.4. The Prize in kind cannot be replaced with its cash equivalent.

2.5. The terms of Promotions under the *Prize* Program, including the terms of the Customer's participation in the Promotion, types of Prize, the procedure and terms of its provision are determined in accordance with the provisions of the Regulations and this Appendix in the Promotion Rules.

2.6. The Prize in cash is provided to the Customer using details of the valid Mir Card registered in the Loyalty Program and used for the purchase of Goods.

### 3. Prize Provision Conditions

3.1. When formulating the Promotion Rules, the following Prize provision conditions may be stipulated, among others:

- for purchase of Goods transactions with a valid Mir Card registered in the Loyalty Program performed on any day of the week / certain days of the week;
- for purchase of Goods transactions with a valid Mir Card registered in the Loyalty Program performed at any time of the day / certain time of the day;

- for purchase of Goods transactions with a valid Mir Card registered in the Loyalty Program performed for any amount of money / for an amount of money not less than a certain value;
- for purchase transactions with a Co-badged Mir Card;
- for purchase of Goods transactions with a valid Mir Card registered in the Loyalty Program: any goods (works, services) / certain goods (works, services) (types, groups thereof etc.) / certain number of goods (to the extent technically feasible by the Operator's Platform);
- for purchase of Goods transactions with a valid Mir Card registered in the Loyalty Program: first; second; first two; second and third; and the like;
- other terms aimed at boosting Customer activity when using the Operator's Platform, the Operator's Services and (or) Mir Cards under a Promotion;
- the list of purchase of Goods transactions with a valid Mir Card registered in the Loyalty Program for which the Prize is not provided.

3.2. When formulating the Promotion Rules, the Operator may also stipulate the following Prize provision conditions, among others:

- for purchase of Goods transactions with a valid Mir Card registered in the Loyalty Program in any category (industry (hereinafter, 'category') / selected by the Customer / determined by the Operator (the type of category (industry) and (or) MCC is determined by the Promotion Rules);
- for purchase of Goods transactions with a valid Mir Card registered in the Loyalty Program performed in a category during a certain period / the entire Promotion term;
- for purchase of Goods transactions with a valid Mir Card registered in the Loyalty Program performed at any Merchant / Merchant selected by the Operator;
- for purchase of Goods transactions with a valid Mir Card registered in the Loyalty Program performed at a certain (minimum) volume during a certain period.

3.3. The Customer is provided the Prize under the following conditions:

- The Customer is an active participant of the Loyalty Program;
- The Customer joined the Promotion (in accordance with Subsection 3.2.7 of the Regulations);
- The Goods purchased under a Promotion are paid for with a valid Mir Card registered in the Loyalty Program. There are no restrictions on performance of transactions with such card (e.g., on payment with a Mir Card on the Internet). When performing a purchase of

Goods with a Co-badged Mir Card, the Prize is provided only to the extent technically feasible by the Operator;

- The Goods are purchased during the Promotion (i.e., the Promotion is neither terminated nor suspended at the time when the Goods are purchased with a valid Mir Card registered in the Loyalty Program);
- other conditions as set by the Promotion.

3.4. The information about the Prize is communicated to the Customer via the Customer Profile. The Customer independently tracks the information about the Prize.

3.5. In case of return of Goods purchased under the corresponding Promotion, the Operator / Partner is entitled not to take such transactions into account for the calculation and provision of the Prize.

3.6. For the provision of a Prize, the Customer may be requested to provide additional information (including a copy of the Russian passport with Customer's passport details (full name, date of birth, as well as series, number, date of issue, issuing authority, and residence address (with postal code) in the Russian Federation), information about the actual residence address, a copy of the Tax registration certificate (INN), other documents and (or) information required to receive the Prize) that the Customer must provide within the period specified in the Promotion Rules. If by the end of the period of the Promotion the Prize cannot be delivered to the Customer due to reasons beyond the control of the Operator or the Partner, the Prize is considered unclaimed. The unclaimed Prize cannot be claimed in the future, and no monetary compensation will be paid. If the Customer fails to provide the requested information, the Operator or Partner may deny the Customer the provision of the Prize.

3.7. The Customer bears their own costs related to the receipt of the Prize.

## **Appendix 5. Merchant Registration in the Loyalty Program as Partner and Certain Terms of Interaction between Partner and Operator within the Loyalty Program**

### **1. General Provisions**

#### **1.1. Appendix Purpose and Scope**

This Appendix to the Regulations (hereinafter, the ‘Appendix’) defines, in accordance with Subsections 3.3, 3.4.45 of the Regulations:

- participants and stages of the Merchant registration in the Loyalty Program as a Partner;
- participants and stages of registration of an additional Partner Trademark in the Loyalty Program;
- participants and stages of the procedure for changing Partner credentials;
- participants and stages of the procedure for arranging a Promotion, including arranging a Promotion in accordance with an application about the conditions of the Promotion within the Loyalty Program;
- participants and stages of the procedure for changing conditions of the Promotion (Promotion description);
- participants and stages of the procedure for suspending the Promotion;
- participants and stages of the procedure for terminating the Partner’s participation in the Loyalty Program at the initiative of the Partner;
- conditions of Merchant / Partner, Acquirer support by the Operator;
- conditions of the Operator’s reporting to the Partner;
- conditions of the Operator notifying the Partner of changes in the Regulations, including the Loyalty Program Standards and Fees, and (if provided) other documents used in the interaction between the Merchant / Partner and the Operator.

The Operator is entitled to define detailed procedures of interaction between the Merchant / Partner (and (or) third parties engaged by it), the Acquirer (and (or) third parties engaged by it (TPP)) and the Operator on the issues of this Appendix in corresponding charts and (or) internal documents of the Operator.

## 1.2. Terms and Definitions

In addition to the terms and definitions set forth in Subsection 1.2 of the Regulations, the following terms and definitions are used in this Appendix:

**Temporary Partner Profile** – a web-service hosted on the Operator’s server used to organize information exchange between the Merchant and the Operator for Merchant Registration in the Loyalty Program.

**Additional Credentials** – a temporary password to access the Partner Profile if registering an additional trademark in the Loyalty Program.

**Application (Application for Registration in the Loyalty Program)** – a Merchant’s Application for accedence to the Loyalty Program Regulations for Mir Cardholders.

**Merchant Application** – an application of a Merchant to accede to the Loyalty Program Regulations for Mir Cardholders in accordance with the forms given in Annex 1 to this Appendix.

**Application for Additional Trademark Registration** – an application to register an additional Partner trademark in the Loyalty Program in accordance with the form given in Annex 2 to this Appendix.

**Application of Promotion Conditions** – an application about the conditions of Promotions within the Loyalty Program in accordance with the form given in Annex 3 to this Appendix.

**Application of Participation Termination** – an application about termination of participation in the Loyalty Program at the Partner’s initiative in accordance with the form given in Annex 4 to this Appendix.

**Promotion Moderation** – the Operator’s control of the information posted by the Partner on the Promotion page before its publication on the Web-site, including in cases of changes in the conditions of the Promotion (description of the Promotion) and suspension of the Promotion, for compliance with the requirements of the Regulations, including the Loyalty Program Standards and Fees, as well as the laws of the Russian Federation.

**Partner Account Moderation** – the Operator’s control of the information posted by the Partner in the Partner Account before its publication on the Web-site, including in cases of changes in the Partner Account (if applicable), for compliance with the requirements of the Regulations and the laws of the Russian Federation.

**Support** – the Operator providing information, technical and organizational assistance to a Merchant / Partner or Acquirer.

**Partner Account** – a page on the Web-site (in the Partner Profile) containing the information about the Partner’s activities, including, but not limited to: name, address, contact details, business hours.

**Permit / Letter of Guarantee** – a Permit to use trademark (service mark) under the rightholder’s control / Letter of guarantee in accordance with forms given in Annex 1 to this Appendix.

**Registration Form** – an electronic form of the application for the Merchant’s accedence to the Regulations as a Partner posted in the Temporary Partner Profile.

**Merchant Registration in the Loyalty Program** – actions aimed at Merchant’s accedence to the Regulations as a Partner and organization of information exchange and technical interaction within the Loyalty Program.

**Authorized Partner** – a Partner entrusted with arranging Promotions, changing the conditions (description) of Promotions, suspending Promotions.

**Credentials** – a temporary password to access the Partner Profile.

**Promotion Arrangement** – actions aimed at creating a Promotion page in the Partner Profile, Promotion Moderation, and publishing the Promotion page on the Web-site.

### **1.3. Other Documents, Guidelines Used in Interaction between Merchant / Partner, Credit Institution (Acquirer) and Operator**

1.3.1. *Loyalty Program Standard. Loyalty Program Technologies.*

1.3.2. Guidelines (hereinafter, ‘Guidelines’) to hold a closed test Promotion.

1.3.3. Guidelines (hereinafter, ‘Guidelines’) to create a Partner Account on the Web-site.

1.3.4. Guidelines (hereinafter, ‘Guidelines’) to create a Promotion page on the Web-site.

1.3.5. *Guidelines for Using the Temporary Partner Profile when Applying for Registration in the Loyalty Program.*

1.3.6. *Bank Profile Guidelines.*

## 2. Merchant Registration in the Loyalty Program

### 2.1. Participants of Merchant Registration in the Loyalty Program

2.1.1. The participants of Merchant registration in the Loyalty Program are:

- Merchant;
- Acquirer;
- Operator.

### 2.2. Stages of Merchant Registration in the Loyalty Program

2.2.1. The Merchant registration in the Loyalty Program consists of the following stages:

- Merchant submitting the set of documents;
- Acquirer approving Merchant's participation in the Loyalty Program;
- Operator approving Merchant's participation in the Loyalty Program;
- Acquirer setting up equipment;
- Merchant holding closed test Promotion (if applicable in accordance with Item 2.7 of this Appendix);
- Operator providing Credentials;
- Credentials registration and Partner Account creation in Partner Profile;
- Partner Account Moderation and its publication on Web-site.

2.2.2. Features of stages of Merchant registration in the Loyalty Program (to the extent technically feasible by the Operator) are provided for by Item 2.13 of this Appendix.

### 2.3. Merchant Submitting the Set of Documents

2.3.1. The Merchant fills out the Merchant application (**form 1 / 2**). The Merchant application is signed by the Merchant's individual executive body (CEO, director etc.) / sole proprietor or another person authorized to sign Merchant application and imprinted with the Merchant's seal.

2.3.2. The Merchant or its authorized person sends (submits) to the Acquirer an original copy of the Merchant application, as well as Merchant documents (according to the list given in Section 1 of Annex 5 to this Appendix) in a manner agreed upon between the Merchant and the Acquirer.

2.3.3. The Merchant or its authorized person sends (submits) to the Operator an original copy of the Permit / Letter of Guarantee (with Appendices; if signed by the person authorized to sign the Permit /



Letter of Guarantee - enclosing documentary evidence of powers) at the address: 11, Bolshaya Tatarskaya str., Moscow, 115184., marking the envelope '*Loyalty Program registration*'. The Permit / Letter of Guarantee (with Appendices) can be submitted in electronic form in PDF via communication channels determined by the Operator, with subsequent submission (sending) of the original copy of the Permit / Letter of Guarantee (with Appendices) within five (5) business days from the date the Merchant sends the Permit / Letter of Guarantee (with Appendices) to the Operator in electronic form.

## **2.4. Acquirer Approving Merchant's Participation in the Loyalty Program**

2.4.1. The Acquirer, within **five (5) business days** from the submission by the Merchant of a duly filled out Application, approves the Merchant's participation in the Loyalty Program:

- in case of a negative result, it notifies the Merchant in a manner agreed upon between the Merchant and the Acquirer;
- in case of a positive result:
  - fills out the Acquirer's Block in the Merchant application and signs it;
  - creates a new issue on the Portal in the '*\_Loyalty*' project, under '*Merchant connection*', naming it '*Please provide accedence of <Merchant name> to the Loyalty Program Regulations for Mir Cardholders*' (**hereinafter, 'Issue 1'**) and encloses the Merchant application to Issue-1 in electronic form in PDF (**hereinafter, the 'Operator's Notification of Merchant Approval'**). Information about several Merchants cannot be added to Issue-1.
  - notifies the Merchant of the approval of the Merchant's participation in the Loyalty Program and of the Operator's Notification of Merchant Approval in a manner agreed upon between the Merchant and the Acquirer.

2.4.2. The Acquirer ensures storage of the original copy of the Merchant application, Merchant's documents provided according to the list in Section 1 of Annex 5 to this Application, as well as other documents provided by the Merchant and required for Acquirer's / Operator's approval of the Merchant's participation in the Loyalty Program for the period of the Merchant's (Partner's) participation in the Loyalty Program and during at least five (5) years from the date of termination of Merchant's (Partner's) participation in the Loyalty Program (including in case of termination of Acquirer's participation in the Loyalty Program). The Operator is entitled to receive from the Acquirer the specified documents upon written request (including in case of termination of Acquirer's participation in the Loyalty Program).

## 2.5. Operator Approving Merchant's Participation in the Loyalty Program

2.5.1. The Operator, within **ten (10) business days** from the date of Operator's Notification of Merchant Approval, approves the Merchant's participation in the Loyalty Program:

- in case of a negative result, it generates a notification to the Merchant (via the Acquirer) in Issue-1;
- in case of insufficient information provided in the Operator's Notification of Merchant Approval, it generates a request to the Merchant (via the Acquirer) for additional information required to approve the Merchant's participation in the Loyalty Program, in Issue-1. In this case, the period of the Operator's approval of Merchant's participation in the Loyalty Program starts from the date of provision of the requested information in Issue-1;
- in case of a positive result:
  - sends to the Merchant the notification of the Merchant Registration in the Loyalty Program at the e-mail address specified in the Merchant application. The Operator sending this notification is the moment when the Merchant accedes to the Regulations as a Partner;
  - provides the Acquirer with Partner ID (PID) in Issue-1.

## 2.6. Acquirer Setting up Equipment

2.6.1. The Acquirer, within **three (3) business days** from the date the Operator provides PID:

- sets up the equipment in accordance with requirements of the *Loyalty Program Standard. Loyalty Program Technologies*;
- notifies the Operator of the completion of equipment setup and readiness to support Partner Promotions in Issue-1.

## 2.7. Merchant Holding Closed Test Promotion

2.7.1. The Operator, within **three (3) business days** from the Acquirer's notification of the completion of equipment setup, if applicable under this Item, notifies of the need to hold a closed test Promotion, enclosing the Guidelines: the Acquirer - via Issue-1, the Partner - at the e-mail address specified in the Merchant application.

2.7.2. The closed test Promotion is only held for the first Merchant (of this Acquirer) undergoing registration in the Loyalty Program.

2.7.3. The closed test Promotion on the side of Acquirer / Partner is held in accordance with the Guidelines to hold a closed test Promotion.

2.7.4. The Operator, within **one (1) business day** from the date of the corresponding event during / following the closed test Promotion:

- notifies the Acquirer of mistakes and (or) need to repeat the closed test Promotion / successful closed test Promotion in Issue-1;
- notifies the Partner of mistakes and (or) need to repeat the closed test Promotion / successful closed test Promotion at the e-mail address specified in the Merchant application.

## **2.8. Operator Providing Credentials**

2.8.1. The Operator, within **three (3) business days** from the Acquirer's notification of the completion of equipment setup, if the closed test Promotion is not required in accordance with Item 2.7 of this Appendix, or within **three (3) business days** from the date of the Operator's notification of successful closed test Promotion to the Acquirer or the Partner, whichever is later, provides the Partner with the credentials at the e-mail address and mobile phone number specified in Item 1 *Merchant Overview* of the Merchant questionnaire enclosed to the Merchant application.

2.8.2. If, for technical reasons, the provision of Credentials requires the Operator to extend the execution period, the Operator notifies the Partner thereof at the e-mail address specified in the Merchant application.

2.8.3. The Partner must ensure that the e-mail address and mobile phone number (specified in Item 2.8.1 of this Appendix) used by the Operator to provide the Partner with the Credentials, remain up-to-date.

2.8.4. In case of unauthorized access of third parties to the Credentials, the Partner must immediately notify the Operator thereof by contacting the Customer Support or using other communication channels with the Partner determined by the Operator.

2.8.5. In case of loss of the Credentials, the Partner notifies the Operator thereof by contacting the Customer Support or using other communication channels with the Partner determined by the Operator.

2.8.5.1. The Operator, within three (3) business days from the Partner notifying it of the loss of the Credentials, resubmits the Credentials to the Partner at the e-mail address and mobile phone number specified in Item 1 *Merchant Overview* of the Merchant questionnaire enclosed to the Merchant application.

2.8.5.2. If, for technical reasons, the provision of Credentials requires the Operator to extend the execution period, the Operator notifies the Partner thereof at the e-mail address specified in the Merchant application.

## **2.9. Credentials Registration and Partner Account Creation in Partner Profile**

2.9.1. The Partner, within **five (5) business days** of the Operator providing (re-submitting) the Credentials:

- registers the Credentials by entering the Partner Profile at the address: <https://privetmir.ru> and changing the temporary password to access the Partner Profile;
- generates the Partner Account in the Partner Profile.

2.9.2. The Operator is entitled to deny the registration of the Credentials if the Partner does not perform the registration within thirty (30) calendar days from the date of provision (resubmission) of Credentials by the Operator.

2.9.3. The Partner Account in the Partner Profile is generated in accordance with the Guidelines to create a Partner Account on the Web-site posted in the Partner Profile.

2.9.4. The Partner, within the period specified in Item 2.9.1 of this Appendix, notifies the Operator of the generation of the Partner Account in the Partner Profile via the Partner Profile (by sending the Partner Account page for Partner Account Moderation) / via communication channels determined by the Operator.

## **2.10. Partner Account Moderation and its Publication on Web-site**

2.10.1. The Operator, within **three (3) business days** from the Partner notifying it of the generation of the Partner Account in the Partner Profile performs the Partner Account Moderation:

- in case of a negative result – notifies the Partner of the need to make changes (can also make comments) to the Partner Account via the Partner Profile / at the e-mail address specified in the Merchant application. The Partner makes changes to the Partner Account in the Partner Profile and notifies the Operator thereof via the Partner Profile (by resubmitting the Partner Account page for Partner Account Moderation) / via communication channels determined by the Operator. In this case, the term of Partner Account Moderation by the Operator starts from the date of notification by the Partner about the changes in the Partner Account;
- in case of a positive result – publishes the Partner Account on the Web-site, notifies the Partner thereof via the Partner Profile / e-mail address specified in the Merchant

application. From the moment the Partner Account is published on the Web-site, the information about the Partner activities contained in the Partner Account becomes registered in the Loyalty Program (the Partner credentials).

## **2.11. Operator's Assistance when Generating Partner Account in Partner Profile**

2.11.1. The Operator can (at its own discretion) assist the Partner (at its request) in generating the Partner Account in the Partner Profile. The Operator, within **one (1) business day** from the generation of the Partner Account in the Partner Profile, notifies the Partner about the generation of the Partner Account via the Partner Profile (by sending the Partner Account page to the Partner for approval) / at the e-mail address specified in the Merchant application.

2.11.2. The Partner, within **three (3) business days** from the Operator notifying it of the generation of the Partner Account in the Partner Profile, approves the Partner Account:

- in case of a negative result – notifies the Operator of the need to make changes (can also make comments) to the Partner Account via the Partner Profile / via the communication channels determined by the Operator. The Operator makes changes to the Partner Account in the Partner Profile and notifies the Partner thereof via the Partner Profile (by resubmitting the Partner Account page for Partner's approval) / via e-mail address specified in the Merchant application. In this case, the term of Partner's approval of the Partner Account starts from the date of notification by the Operator about the changes in the Partner Account;
- in case of a positive result – publishes the Partner Account on the Web-site, notifies the Operator thereof via the Partner Profile / communication channels determined by the Operator. From the moment the Partner Account is published on the Web-site, the information about the Partner activities contained in the Partner Account becomes registered in the Loyalty Program (the Partner credentials).

## **2.12. Operator's Assistance When Generating Partner Account in Partner Profile is not Technologically Feasible**

2.12.1. If, for technical reasons, the Partner cannot generate the Partner Account in the Partner Profile independently, the Operator:

- performs the necessary actions aimed at generating the Partner Account on the Operator's Platform, including by sending requests to the Partner to provide additional information

at the e-mail address specified in the Merchant application / receiving from the Partner additional information via communication channels determined by the Operator;

- makes a mockup of the Partner Account on paper to be approved by the Partner by marking the mockup with the “Approved” resolution, signing it (with full name) by the Partner’s sole executive body (director, CEO etc.) or other authorized person (enclosing documentary evidence of powers), and certifying it with the Partner’s seal;
- upon receiving the Partner’s approval (on the Partner Account mockup), publishes the Partner Account on the Web-site, including within the publication of the Promotion page on the Web-site in the manner defined by Items 5.1.6, 5.2.7 of this Appendix. From the moment the Partner Account is published on the Web-site, the information about the Partner activities contained in the Partner Account becomes registered in the Loyalty Program (the Partner credentials).

### **2.13. Features of Stages of Merchant Registration in the Loyalty Program**

2.13.1. To the extent technically feasible by the Operator, for the purposes of accedence to the Regulations (registration in the Loyalty Program), a Merchant can fill out the registration form and undergo the Merchant registration in the Loyalty Program in accordance with Item 2.13 of this Appendix.

2.13.2. The Merchant registration in the Loyalty Program consists of the following stages:

- Merchant providing the Application;
- performing actions in accordance with the *Guidelines for Using the Temporary Partner Profile when Applying for Registration in the Loyalty Program* and notification by the Operator of Merchant Registration in the Loyalty Program.

2.13.3. Merchant Providing the Application.

2.13.3.1. The Merchant provides (sends) the written Application for accedence to the Loyalty Program Regulations for Mir Cardholders to the Operator’s e-mail address: [ams\\_support@nspk.ru](mailto:ams_support@nspk.ru). The Application must contain the following information about the Merchant: Merchant’s full name (in accordance with the Articles of Association) / sole proprietor’s full name; Primary State Registration Number (OGRN) (Primary State Registration Number of the Sole Proprietor (OGRNIP)); Taxpayer Identification Number (INN); Russian National Classifier of Types of Economic Activity (OKVED); phone number; e-mail address. If the Merchant charges the Authorized Partner with arranging Promotions, making changes to Promotion conditions (description), suspending Promotion periods, the Application must contain the following information about the Authorized Partner:

No.	Parameters	Data
1	Authorized Partner’s full and short name (in accordance with Articles of Association / Primary State Registration Number of the Sole Proprietor certificate), TIN and Primary State Registration Number (OGRN) / Primary State Registration Number of the Sole Proprietor (OGRNIP)	
2	Trademark (service mark) under which Promotions are managed	

The Application must be provided (sent) from the Merchant’s e-mail address.

2.13.3.2. The Operator, within **twenty (20) business days** from the receipt of the Application:

- contacts the Merchant for preliminary assessment of the possibility for the Merchant to participate in the Loyalty Program, including the assessment of the Merchant’s compliance with the criteria defined in the Regulations; for this, it requests additional and (or) clarifying information;
- in case of a positive result of the preliminary assessment and in the absence of objections from the Merchant, provides a link to register the credentials of the Merchant’s contact person and to generate a password to access the Temporary Partner Profile to the e-mail address specified in the Merchant application.

2.13.3.3. The Operator is entitled to refuse to register the credentials of the Merchant’s contact person if the Merchant does not use the link within thirty (30) calendar days from its provision by the Operator.

2.13.4. Performing actions in accordance with the *Guidelines for Using the Temporary Partner Profile when Applying for Registration in the Loyalty Program* and notification by the Operator of Merchant Registration in the Loyalty Program.

2.13.4.1. Access to the Temporary Partner Profile is granted based on successful Merchant (Merchant’s contact person) Authentication using login, as well as password generated by the Merchant’s contact person to access the Temporary Partner Profile.

2.13.4.2. The Registration form in the Temporary Partner Profile is generated (filled out) in accordance with the *Guidelines for Using the Temporary Partner Profile when Applying for Registration in the Loyalty Program*, posted in the Temporary Partner Profile / provided by the Operator to the Merchant at the e-mail address specified in the Application.



2.13.4.3. The Merchant notifies the Operator of generating the Registration form via the Temporary Partner Profile (by sending the generated Registration form).

2.13.4.4. Merchant Application (**form 3 / form 4**) generated by filling out the Registration form must be printed. The Application is signed by the Merchant's individual executive body (CEO, director etc.) / sole proprietor or another person authorized to sign such application and imprinted with the Merchant's seal. The Merchant or its authorized person, within **five (5) business days** from the date of notification via the Temporary Partner Profile from the Operator of the Registration form generation, submits (**sends**) to the Operator at the address: 11, Bolshaya Tatarskaya str., Moscow, 115184., marking the envelope '*Loyalty Program registration*', the following:

- the original copy of the Merchant Application (if signed by the person authorized to sign such application, - enclosing documentary evidence of powers);
- the original copy of the Permit / Letter of Guarantee (with attachments; if signed by the person authorized to sign the Permit / Letter of Guarantee, - enclosing documentary evidence of powers);
- duly certified copies of Merchant's documents (according to the list given in Section 2 of Annex 5 to this Appendix).

2.13.4.5 Documents listed in Item 2.13.4.4 of this Annex can be provided in electronic form in accordance with Section 10 of this Appendix.

2.13.4.6. The Operator, within **five (5) business days** from the notification by the Merchant of generating the Registration form via the Temporary Partner Profile, verifies the completeness and correctness of its generation, and, in case of a negative verification result, notifies the Merchant thereof (including generating a request for information required to perform verification) via the Temporary Partner Profile / at the e-mail address specified in the Application / Registration form. In this case, the period for verifying the completeness and correctness of the Registration form generation starts from the date of receipt of a repeated notification from the Merchant of the Registration form generation (including the provision of information requested by the Operator).

2.13.4.7. The Operator, within **twenty (20) business days** from the date of notification / repeated notification from the Merchant of the Registration form generation via the Temporary Partner Profile, verifies the data specified in the Registration form for compliance with requirements of the Regulations and the laws of the Russian Federation.

- in case of a negative result of the verification, notifies the Merchant thereof via the Temporary Partner Profile / at the e-mail address specified in the Application / Registration form. In this case, the Operator is entitled to deny further access to the Temporary Partner Profile (block the password);



- in case of a positive result of the verification:
  - notifies the Merchant of the Merchant Registration in the Loyalty Program via the Temporary Partner Profile and (or) e-mail address specified in the Application / Registration form. The Operator sending this notification is the moment when the Merchant accedes to the Regulations as a Partner. At this time, the Temporary Partner Profile is converted into the Partner Profile;
  - provides the Acquirer with Partner ID (PID) via the Bank Profile.

2.13.5. Certain issues of interaction between the Merchant (Partner), the Acquirer and the Operator during Merchant Registration in the Loyalty Program.

2.13.5.1. The interaction between the Merchant (Partner), the Acquirer and the Operator if the Acquirer agreed to support the Partner's participation (settlement) in the Loyalty Program is performed in accordance with the *Bank Profile Guidelines* and the *Guidelines for Using the Temporary Partner Profile when Applying for Registration in the Loyalty Program*. In this case, checking all the boxes in fields "Data of the Application for the Merchant's / Organization's (Merchant's) Accedence to the Loyalty Program Regulations for Mir Cardholders is correct", "Data of the Bank is correct", "PID is set", "Support of the Partner's participation (settlement) in the Loyalty Program is approved" of the display form 'Finish' in the Bank Profile in the corresponding Merchant application and clicking "Yes / Approved" is the moment when the Acquirer approves the support of the Partner's participation (settlement) in the Loyalty Program.

2.13.5.2. The interaction between the Acquirer and the Operator regarding the Acquirer's equipment setup (notably, PID setup) and the Merchant (Partner) holding a closed test Promotion is performed in the manner similar to the procedure set forth in Items 2.6, 2.7 of this Appendix.

### **3. Registration of Additional Partner Trademark in the Loyalty Program**

#### **3.1. Participants of Registration of Additional Partner Trademark in the Loyalty Program**

3.1.1. The participants of the registration of an additional Partner trademark in the Loyalty Program are:

- Partner;
- Acquirer;
- Operator.

#### **3.2. Stages of Registration of Additional Partner Trademark in the Loyalty Program**

3.2.1. The registration of an additional Partner trademark in the Loyalty Program consists of the following stages:

- Partner submitting the set of documents;
- Acquirer approving additional trademark registration in the Loyalty Program;
- Operator approving additional trademark registration in the Loyalty Program;
- Acquirer setting up equipment;
- Operator providing Additional Credentials;
- registration of Additional Credentials and Partner Account creation (for additional trademark) in Partner Profile;
- Partner Account Moderation (for additional trademark) and its publication on the Website.

#### **3.3. Partner Submitting the Set of Documents**

3.3.1. The Partner draws up the Application for additional trademark registration. The Application for additional trademark registration is signed by the Partner's individual executive body (CEO, director etc.) / sole proprietor or another person authorized to sign the Application for additional trademark registration and imprinted with the Partner's seal.

3.3.2. The Partner or its authorized person submits (sends) to the Acquirer the original copy of the Application for additional trademark registration in a manner agreed upon between the Partner and the Acquirer.

3.3.3. The Partner or its authorized person sends (submits) to the Operator an original copy of the Permit / Letter of Guarantee (with Appendices; if signed by the person authorized to sign the Permit / Letter

of Guarantee - enclosing documentary evidence of powers) at the address: 11, Bolshaya Tatarskaya str., Moscow, 115184, marking the envelope ‘*Additional TM registration in the Loyalty Program*’. The Permit / Letter of Guarantee (with Appendices) can be submitted in electronic form in PDF via communication channels determined by the Operator, with subsequent submission (sending) of the original copy of the Permit / Letter of Guarantee (with Appendices) within five (5) business days from the date the Partner sends the Permit / Letter of Guarantee (with Appendices) to the Operator in electronic form.

### **3.4. Acquirer Approving Additional Trademark Registration in the Loyalty Program**

3.4.1. The Acquirer, within **five (5) business days** from the submission of a duly filled out Application for additional trademark registration, approves the additional trademark registration in the Loyalty Program:

- in case of a negative result – it notifies the Partner in a manner agreed upon between the Partner and the Acquirer;
- in case of a positive result:
  - fills out the Acquirer’s Block in the Application for additional trademark registration and signs it;
  - creates a new issue on the Portal in the ‘*\_Loyalty*’ project, under ‘*Merchant connection*’, naming it ‘*Please register the additional trademark of <Partner name> in the Loyalty Program*’ (**hereinafter, ‘Issue 2’**) and encloses the Application for additional trademark registration to Issue-2 in electronic form in PDF (**hereinafter, the ‘Operator’s Notification of Additional Trademark Approval’**). Information about several trademarks cannot be added to Issue-2;
  - notifies the Partner of the approval of the additional trademark registration in the Loyalty Program and of the Operator’s Notification of additional trademark approval in a manner agreed upon between the Merchant and the Acquirer.

3.4.2. The Acquirer ensures storage of the original copy of the Application for additional trademark registration (as well as additional documents provided by the Partner, required for Acquirer’s / Operator’s approval of the additional trademark registration in the Loyalty Program) for the period of the Partner’s participation in the Loyalty Program and during at least five (5) years from the date of termination of the Partner’s participation in the Loyalty Program (including in case of termination of Acquirer’s participation in the Loyalty Program). The Operator is entitled to receive from the Acquirer the specified documents upon written request (including in case of termination of Acquirer’s participation in the Loyalty Program).

### 3.5. Operator Approving Additional Trademark Registration in the Loyalty Program

3.5.1. The Operator, within **five (5) business days** from the Operator's Notification of additional trademark approval, approves the additional trademark registration in the Loyalty Program:

- in case of a negative result - it generates a notification to the Partner (via the Acquirer) in Issue-2;
- in case of insufficient information provided in the Operator's Notification of additional trademark approval, it generates a request to the Partner (via the Acquirer) for additional information required to approve the additional trademark registration in the Loyalty Program additional trademark, in Issue-2. In this case, the period of the Operator's approval of the additional trademark registration in the Loyalty Program starts from the date of provision of the requested information in Issue-2;
- in case of a positive result:
  - notifies the Partner of the approval of the additional trademark registration in the Loyalty Program at the e-mail address specified in the Merchant application;
  - if necessary, provides the Acquirer with an additional PID in Issue-2.

### 3.6. Acquirer Setting up Equipment

3.6.1. The Acquirer, within **three (3) business days** from the date when the Operator provides it with an additional PID:

- sets up the equipment in accordance with requirements of the *Loyalty Program Standard. Loyalty Program Technologies*;
- notifies the Operator of the completion of equipment setup and readiness to support Partner Promotions for the additional trademark in Issue-2.

### 3.7. Operator Providing Additional Credentials

3.7.1. The Operator, within **three (3) business days** from the Acquirer notifying it of the equipment setup completion, provides the Partner with Additional Credentials at the e-mail address and mobile phone number specified in Item 1 *Merchant Overview* of the Merchant questionnaire enclosed to the Merchant application.

3.7.2. If, for technical reasons, the provision of Additional Credentials requires the Operator to extend the execution period, the Operator notifies the Partner thereof at the e-mail address specified in the Merchant application.

3.7.3. The Partner must ensure that the e-mail address and mobile phone number (specified in Item 3.7.1 of this Appendix) used by the Operator to provide the Partner with Additional Credentials, remain up-to-date.

3.7.4. In case of unauthorized access of third parties to the information about Additional Credentials, the Partner must immediately notify the Operator thereof by contacting the Customer Support or using other communication channels with the Partner determined by the Operator.

3.7.5. In case of loss of Additional Credentials, the Partner notifies the Operator thereof by contacting the Customer Support or using other communication channels with the Partner determined by the Operator.

3.7.5.1. The Operator, within **three (3) business days** from the Partner notifying it of the loss of Additional Credentials, resubmits Additional Credentials to the Partner at the e-mail address and mobile phone number specified in Item 1 *Merchant Overview* of the Merchant questionnaire enclosed to the Merchant application.

3.7.5.2. If, for technical reasons, the provision of Additional Credentials requires the Operator to extend the execution period, the Operator notifies the Partner thereof at the e-mail address specified in the Merchant application.

### **3.8. Registration of Additional Credentials and Partner Account Creation (for Additional Trademark) in Partner Profile**

3.8.1. The Partner, within **five (5) business days** of the Operator providing (re-submitting) Additional Credentials:

- registers Additional Credentials of the Partner by entering the Partner Profile at the address: <https://privetmir.ru> and changing the temporary password to access the Partner Profile;
- generates the Partner Account (for the additional trademark) in the Partner Profile.

3.8.2. The Operator is entitled to deny the registration of Additional Credentials if the Partner does not perform the registration within thirty (30) calendar days from the date of provision (resubmission) of Additional Credentials by the Operator.

3.8.3. The Partner Account (for the additional trademark) in the Partner Profile is generated in accordance with the Guidelines to create a Partner Account on the Web-site posted in the Partner Profile.

3.8.4. The Partner, within the period specified in Item 3.8.1 of this Appendix, notifies the Operator of the generation of the Partner Account (for the additional trademark) in the Partner Profile via the Partner

Profile (by sending the Partner Account page (for the additional trademark) for Partner Account Moderation) / via communication channels determined by the Operator.

### **3.9. Partner Account Moderation (for Additional Trademark) and its Publication on the Web-site**

3.9.1. The Operator, within **three (3) business days** from the Partner notifying it of the generation of the Partner Account (for the additional trademark) in the Partner Profile performs the Partner Account Moderation (for the additional trademark):

- in case of a negative result - notifies the Partner of the need to make changes (can also make comments) to the Partner Account (for the additional trademark) via the Partner Profile / at the e-mail address specified in the Merchant application. The Partner makes changes to the Partner Account (for the additional trademark) in the Partner Profile and notifies the Operator thereof via the Partner Profile (by resubmitting the Partner Account page (for the additional trademark) for Partner Account Moderation) / via communication channels determined by the Operator. In this case, the term of Partner Account Moderation (for the additional trademark) by the Operator starts from the date of notification by the Partner about the changes in the Partner Account (for the additional trademark);
- in case of a positive result - publishes the Partner Account (for the additional trademark) on the Web-site, notifies the Partner thereof via the Partner Profile / e-mail address specified in the Merchant application. From the moment the Partner Account (for the additional trademark) is published on the Web-site, the information about the Partner activities contained in the Partner Account (for the additional trademark) becomes registered in the Loyalty Program (the Partner credentials).

### **3.10. Operator's Assistance when Generating Partner Account (for Additional Trademark) in the Partner Profile**

3.10.1. The Operator can (at its own discretion) assist the Partner (at its request) in generating the Partner Account (for the additional trademark) in the Partner Profile. The Operator, within **one (1) business day** from the generation of the Partner Account (for the additional trademark) in the Partner Profile, notifies the Partner thereof via the Partner Profile (by sending the Partner Account page (for the additional trademark) to the Partner for approval) / at the e-mail address specified in the Merchant application.

3.10.2. The Partner, within **three (3) business days** from the Operator notifying it of the generation of the Partner Account (for the additional trademark) in the Partner Profile approves the Partner Account (for the additional trademark):

- in case of a negative result – notifies the Operator of the need to make changes (can also make comments) to the Partner Account (for the additional trademark) via the Partner Profile / via the communication channels determined by the Operator. The Operator makes changes to the Partner Account (for the additional trademark) in the Partner Profile and notifies the Partner thereof via the Partner Profile (by resubmitting the Partner Account page (for the additional trademark) for Partner’s approval) / via e-mail address specified in the Merchant application. In this case, the term of Partner Account (for the additional trademark) approval by the Partner starts from the date of notification by the Operator about the changes in the Partner Account (for the additional trademark);
- in case of a positive result – publishes the Partner Account (for the additional trademark) on the Web-site, notifies the Operator thereof via the Partner Profile / communication channels determined by the Operator. From the moment the Partner Account (for the additional trademark) is published on the Web-site, the information about the Partner activities contained in the Partner Account (for the additional trademark) becomes registered in the Loyalty Program (the Partner credentials).

### **3.11. Operator’s Assistance When Generating Partner Account (for Additional Trademark) in Partner Profile is not Technologically Feasible**

3.11.1. If, for technical reasons, the Partner cannot generate the Partner Account (for the additional trademark) in the Partner Profile independently, the Operator:

- performs the necessary actions aimed at generating the Partner Account (for the additional trademark) on the Operator’s Platform, including by sending requests to the Partner to provide additional information at the e-mail address specified in the Merchant application / receiving from the Partner additional information via communication channels determined by the Operator;
- makes a mockup of the Partner Account (for the additional trademark) on paper to be approved by the Partner by marking the mockup with the “Approved” resolution, signing it (with full name) by the Partner’s sole executive body (director, CEO etc.) or other authorized person (enclosing documentary evidence of powers), and certifying it with the Partner’s seal;

- upon receiving the Partner's approval (on the Partner Account mockup (for the additional trademark)), publishes the Partner Account (for the additional trademark) on the Web-site, including within the publication of the Promotion page on the Web-site in the manner defined by Items 5.1.6, 5.2.7 of this Appendix. From the moment the Partner Account (for the additional trademark) is published on the Web-site, the information about the Partner activities contained in the Partner Account (for the additional trademark) becomes registered in the Loyalty Program (the Partner credentials).



## 4. Changing Partner Credentials

### 4.1. Participants of Procedure for Changing Partner Credentials

4.1.1. The participants of the procedure for changing Partner credentials are:

- Partner;
- Acquirer;
- Operator.

### 4.2. Stages of Procedure for Changing Partner Credentials

4.2.1. The change of Partner credentials consists of the following stages:

- the Partner making changes to the Partner Account;
- Partner Account Moderation and its publication (as amended) on the Web-site.

### 4.3. Partner Making Changes to Partner Account

4.3.1. The Partner makes changes to the Partner Account published on the Web-site according to the following procedure.

4.3.2. Changes to the Partner Account are made taking into account provisions of the *Guidelines to create a Partner Account on the Web-site* posted in the Partner Profile.

4.3.3. The Partner, within **one (1) business day** of making changes to the Partner Account in the Partner Profile, notifies the Operator thereof via the Partner Profile (by sending the Partner Account page (as amended) to Partner Account Moderation.

### 4.4. Partner Account Moderation and its Publication (as Amended) on Web-site

4.4.1. The Operator, within **ten (10) business days** of the Partner notifying it of making changes to the Partner Account in the Partner Profile, performs the Partner Account Moderation (as amended):

- in case of a negative result – notifies the Partner of the need to correct the changes made (can also make comments) to the Partner Account via the Partner Profile / at the e-mail address specified in the Merchant application. The Partner makes corrections to changes to the Partner Account in the Partner Profile and notifies the Operator thereof via the Partner Profile (by resubmitting the Partner Account page (as amended) for Partner

Account Moderation). In this case, the term of Partner Account Moderation (as amended) by the Operator starts from the date of notification by the Partner about corrections to the changes in the Partner Account;

- in case if the Acquirer needs to set up the equipment accordingly, and well as for the purpose of notifying the Acquirer of changes in the Partner Credentials:
  - creates a new issue on the Portal in the ‘\_Loyalty’ project, under ‘Support\_business operations’, naming it ‘Change of Credentials of <Partner name> / equipment setup (if necessary)’ (**hereinafter, ‘Issue to change Credentials’**) and specifies in it the information about changes in the Partner Credentials / provides the Acquirer with the additional PID (if necessary) (**hereinafter, Notification to Acquirer on Partner Credentials Change**);
  - if, due to a change to the Partner Credentials, the Acquirer needs to set up the equipment accordingly, the Acquirer, within **three (3) business days** from the Notification to Acquirer on Partner Credentials Change, sets up the equipment in accordance with requirements of the *Loyalty Program Standard. Loyalty Program Technologies*, and notifies the Operator of the completion of equipment setup and readiness to support Partner Promotions (as amended) in the Issue to change Credentials;
- in case of a positive result – publishes the Partner Account (as amended) on the Web-site, notifies the Partner thereof via the Partner Profile / e-mail address specified in the Merchant application. From the moment the Partner Account is published (as amended) on the Web-site, the information about the Partner activities contained in the Partner Account becomes registered in the Loyalty Program (the Partner credentials).

#### **4.5. Operator’s Assistance when Making Changes to Partner Account**

4.5.1. The Operator can (at its own discretion) assist the Partner (at its request) in making changes to the Partner Account. Notably, the Operator:

- in case if the Acquirer needs to set up the equipment accordingly, and well as for the purpose of notifying the Acquirer of changes in the Partner Credentials:
  - creates a new issue on the Portal in the ‘\_Loyalty’ project, under ‘Support\_business operations’, naming it ‘Change of Credentials of <Partner name> / equipment setup (if necessary)’ (**hereinafter, ‘Issue to change Credentials-2’**) and specifies in it the information about changes in the Partner Credentials / provides the

Acquirer with the additional PID (if necessary) (**hereinafter, Notification to Acquirer on Partner Credentials Change-2**);

- if, due to a change to the Partner Credentials, the Acquirer needs to set up the equipment accordingly, the Acquirer, within **three (3) business days** from the Notification to Acquirer on Partner Credentials Change-2, sets up the equipment in accordance with requirements of the *Loyalty Program Standard. Loyalty Program Technologies*, and notifies the Operator of the completion of equipment setup and readiness to support Partner Promotions (as amended) in the Issue to change Credentials-2;
- within **one (1) business day** from making changes to the Partner Account, notifies the Partner thereof via the Partner Profile (by sending the Partner Account page (as amended) to the Partner for approval) / at the e-mail address specified in the Merchant application.

4.5.2. The Partner, within **three (3) business days** of the Operator notifying it of making changes to the Partner Account, approves the Partner Account (as amended):

- in case of a negative result – notifies the Operator of the need to correct the changes made (can also make comments) to the Partner Account via the Partner Profile / via the communication channels determined by the Operator. The Operator makes corrections to the changes in the Partner Account and notifies the Partner thereof via the Partner Profile (by resubmitting the Partner Account page (as amended) for Partner's approval) / via e-mail address specified in the Merchant application. In this case, the term of Partner Account (as amended) approval by the Partner starts from the date of notification by the Operator about corrections to the changes in the Partner Account;
- in case of a positive result – publishes the Partner Account (as amended) on the Web-site, notifies the Operator thereof via the Partner Profile / communication channels determined by the Operator. From the moment the Partner Account is published (as amended) on the Web-site, the information about the Partner activities contained in the Partner Account becomes registered in the Loyalty Program (the Partner credentials).

#### **4.6. Operator's Assistance when Making Changes to Partner Account is not Technologically Feasible**

4.6.1. If, for technical reasons, the Partner cannot make changes to the Partner Account published on the Web-site independently, the Operator:

- performs the necessary actions aimed at making changes to the Partner Account, including by sending requests to the Partner to provide additional information at the e-

- mail address specified in the Merchant application / receiving from the Partner additional information via communication channels determined by the Operator;
- in case if the Acquirer needs to set up the equipment accordingly, and well as for the purpose of notifying the Acquirer of changes in the Partner Credentials:
    - creates a new issue on the Portal in the ‘*Loyalty*’ project, under ‘*Support\_business operations*’, naming it ‘*Change of Credentials of <Partner name> / equipment setup (if necessary)*’ (**hereinafter, ‘Issue to change Credentials-3’**) and specifies in it the information about changes in the Partner Credentials / provides the Acquirer with the additional PID (if necessary) (**hereinafter, Notification to Acquirer on Partner Credentials Change-3**);
    - if, due to a change to the Partner Credentials, the Acquirer needs to set up the equipment accordingly, the Acquirer, within **three (3) business days** from the Notification to Acquirer on Partner Credentials Change-3, sets up the equipment in accordance with requirements of the *Loyalty Program Standard. Loyalty Program Technologies*, and notifies the Operator of the completion of equipment setup and readiness to support Partner Promotions (as amended) in the Issue to change Credentials-3;
  - makes a mockup of the Partner Account (as amended) on paper to be approved by the Partner by marking the mockup with the “Approved” resolution, signing it (with full name) by the Partner’s sole executive body (director, CEO etc.) or other authorized person (enclosing documentary evidence of powers), and certifying it with the Partner’s seal;
  - upon receiving the Partner’s approval (on the Partner Account mockup (as amended)), publishes the Partner Account (as amended) on the Web-site, including within the publication of the Promotion page on the Web-site in the manner defined by Items 5.1.6, 5.2.7 of this Appendix. From the moment the Partner Account is published (as amended) on the Web-site, the information about the Partner activities contained in the Partner Account becomes registered in the Loyalty Program (the Partner credentials).

## 5. Promotion Arrangement, Changes to its Conditions (Description), Promotion Suspension

### 5.1. Promotion Arrangement

#### 5.1.1. Participants of Promotion Arrangement

5.1.1.1 The Participants of Promotion arrangement procedure are:

- Partner<sup>1</sup> or Authorized Partner;
- Operator.

#### 5.1.2. Stages of Promotion Arrangement

5.1.2.1. The Promotion arrangement consists of the following stages:

- creating Promotion page in Partner Profile;
- Promotion Moderation and publishing Promotion page on Web-site.

#### 5.1.3. Creating Promotion Page in Partner Profile

5.1.3.1. The Partner / Authorized Partner posts the following information in the corresponding section of the Partner Profile:

- Promotion conditions;
- Promotion description.

5.1.3.2. Information about the Promotion conditions is posted in accordance with the requirements to the amount of the Reward set forth in the Fees.

5.1.3.3. The Promotion description is posted in accordance with the *Guidelines to create a Promotion page on the Web-site*, posted in the Partner Profile.

5.1.3.4. Posting information about the Promotion conditions / Promotion description also includes entering (providing) the necessary information about Points of sale, including information about Card Acceptor ID Code and Card Acceptor Terminal ID.

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<sup>1</sup> The Partner, having charged the Authorized Partner with arranging the Promotion, independently (without involving the Operator) interacts with the Authorized Partner before the moment the Promotion page is posted on the Web-site, as well as during the Promotion period and upon completion of said period.

5.1.3.5. The Partner / Authorized Partner, within **one (1) business day** from the Promotion page creation in Partner Profile, notifies the Operator thereof via the Partner Profile (by sending the Promotion page for Promotion Moderation).

#### **5.1.4. Promotion Moderation and Publishing Promotion Page on Web-site**

5.1.4.1. The Operator, within **three (3) business days** from the Partner / Authorized Partner notifying it of the Promotion page creation in the Partner Profile, performs the Promotion Moderation:

- in case of a negative result – notifies the Partner / Authorized Partner of the need to make changes (can also make comments) to the Promotion conditions and (or) Promotion description (Promotion page) via the Partner Profile / at the e-mail address specified in the Merchant application. The Partner / Authorized Partner makes changes to the Promotion page in the Partner Profile and notifies the Operator thereof via the Partner Profile (by resubmitting the Promotion page for Promotion Moderation). In this case, the term of Promotion Moderation by the Operator starts from the date the Partner / Authorized Partner notifies it of changes made to the Promotion page;
- in case of a positive result:
  - publishes the Promotion page on the Web-site;
  - notifies the Partner / Authorized Partner of publishing the Promotion page on the Web-site via the Partner Profile / at the e-mail address specified in the Merchant application. From the moment the Promotion page is posted on the Web-site, the conditions (description) of the Promotion on the Promotion page come into force (become effective).

#### **5.1.5. Operator's Assistance in Promotion Arrangement**

5.1.5.1. The Operator can (at its own discretion) assist the Partner / Authorized Partner (at its request) in Promotion Arrangement. The Operator, within **one (1) business day** from the Promotion page creation, notifies the Partner / Authorized Partner thereof via the Partner Profile (by sending the Promotion page for approval).

5.1.5.2. The Partner / Authorized Partner, within **three (3) business days** from the notification by the Operator of the Promotion page creation, approve the Promotion page:

- in case of a negative result – notifies the Operator of the need to make changes (can also make comments) to the Promotion conditions and (or) Promotion description (Promotion

page) via the Partner Profile / via the communication channels determined by the Operator. The Operator makes changes to the Promotion page in the Partner Profile and notifies the Partner / Authorized Partner thereof via the Partner Profile (by resubmitting the Promotion page for approval). In this case, the term of the Promotion page approval by the Partner / Authorized Partner starts from the date of notification by the Operator about the changes to the Promotion page;

- in case of a positive result:
  - publishes the Promotion page on the Web-site;
  - notifies the Operator of publishing the Promotion page on the Web-site via the Partner Profile / communication channels determined by the Operator, and the Authorized Partner notifies the Partner on whose behalf the Promotion is arranged in a manner agreed upon between the Partners. From the moment the Promotion page is posted on the Web-site, the conditions (description) of the Promotion on the Promotion page come into force (become effective).

#### **5.1.6. Operator's Assistance when Arranging Promotion is not Technologically Feasible**

5.1.6.1. If, for technical reasons, the Partner /Authorized Partner cannot arrange a Promotion independently, the Operator:

- performs the necessary actions aimed at creating the Promotion page, including by sending requests to the Partner /Authorized Partner to provide additional information at the e-mail address specified in the Merchant application / receiving from the Partner / Authorized Partner additional information (including the information about Points of Sale, including the information about Card Acceptor ID Code and Card Acceptor Terminal ID) via communication channels determined by the Operator;
- makes a mockup of the Promotion page on paper to be approved by the Partner / Authorized Partner by marking the mockup with the "Approved" resolution, signing it (with full name) by the Partner's / Authorized Partner's sole executive body (director, CEO etc.) or other authorized person (enclosing documentary evidence of powers), and certifying it with the Partner's / Authorized Partner's seal;
- after receiving the Partner's / Authorized Partner's approval (of the Promotion page mockup), publishes the Promotion page on the Web-site. From the moment the Promotion page is posted on the Web-site, the conditions (description) of the Promotion on the Promotion page come into force (become effective).

### **5.1.7. Promotion Arrangement in Accordance with Application of Promotion Conditions**

5.1.7.1. To arrange the Promotion, the Partner is entitled to submit the Application of Promotion Conditions.

5.1.7.2. In cases where the condition (criterion) of participation in another Operator program (use of another product or service of the Operator) for the Merchant / Partner and (or) Acquirer is arranging (holding) Promotions on terms agreed with the Operator, the Partner, in accordance with the Regulations, including Item 5.1.7 of this Appendix, must do the following:

- agree upon the conditions of Promotions for the current year with the Operator;
- after that, agree upon with the Operator the conditions of Promotions or the current year annually before January 31 of the year following the reporting year.

5.1.7.3. Participants of the Promotion Arrangement in accordance with the Application of Promotion Conditions.

5.1.7.3.1. The participants of the Promotion Arrangement in accordance with the Application of Promotion Conditions are:

- Partner;
- Acquirer;
- Operator.

5.1.7.4. Stages of the Promotion Arrangement in accordance with the Application of Promotion Conditions.

5.1.7.4.1. The Promotion Arrangement in accordance with the Application of Promotion Conditions consists of the following stages:

- Partner drawing up and submitting Application of Promotion Conditions to Acquirer;
- Acquirer reviewing Application of Promotion Conditions;
- Operator approving Application of Promotion Conditions;
- Operator creating Promotion page and publishing it on Web-site.

5.1.7.5. Partner Drawing up and Submitting Application of Promotion Conditions to Acquirer.

5.1.7.5.1. The Partner draws up the Application of Promotion Conditions in not less than two (2) copies.



5.1.7.5.2. The Partner submits (sends) to the Acquirer the original copy of the Application of Promotion Conditions (all counterparts) in a manner agreed upon between the Partner and the Acquirer.

5.1.7.6. Acquirer Reviewing Application of Promotion Conditions.

5.1.7.6.1. The Acquirer, within **three (3) business days** of the submission of the Application of Promotion Conditions, verifies the completeness and correctness of its execution, as well as of the information about the Partner specified in the Application of Promotion Conditions, and, in case of a negative verification result, notifies the Partner thereof in a manner agreed upon between the Partner and the Acquirer. In this case, the term of the Application of Promotion Conditions verification starts from the date of the Application of Promotion Conditions resubmission.

5.1.7.6.2. The Acquirer, within **three (3) business days** from the date of submission of a duly executed Application of Promotion Conditions filled out with valid data:

- fills out the Acquirer's Block in all of the counterparts of the Application of Promotion Conditions (signs it);
- creates a new issue on the Portal in the '*\_Loyalty*' project, under '*Support\_business operations*', naming it "*Application of Promotion Conditions of <Partner name>*" (**hereinafter, Issue-3**) and encloses the Application of Promotion Conditions to Issue-3 in electronic form in PDF;
- notifies the Partner of submission of the Application of Promotion Conditions in electronic form, and returns to the Partner one (1) counterpart of the Application of Promotion Conditions signed by the Acquirer in a manner agreed upon between the Partner and the Acquirer.

5.1.7.6.3. The Acquirer ensures storage of the remaining copies (at least one (1) copy) of the original Application of Promotion Conditions for the period of the Partner's participation in the Loyalty Program and during at least five (5) years from the date of termination of the Partner's participation in the Loyalty Program (including in case of termination of Acquirer's participation in the Loyalty Program). The Operator is entitled to receive from the Acquirer the specified document upon written request (including in case of termination of Acquirer's participation in the Loyalty Program).

5.1.7.7. Operator Approving Application of Promotion Conditions.

5.1.7.7.1. The Operator, within **five (5) business days** from the date of submission of the Application of Promotion Conditions in electronic form by the Acquirer, approves the Promotion conditions within the Loyalty Program specified in the Application of Promotion Conditions:

- in case of a negative result – notifies the Acquirer thereof in Issue-3 and the Partner - via the Partner Profile / at the e-mail address specified in the Merchant application;

- in case of insufficient information provided in the Application of Promotion Conditions,
  - sends a request to the Partner for additional information required to approve the Application of Promotion Conditions, or for resubmission of the amended Application of Promotion Conditions via the Partner Profile / at the e-mail address specified in the Merchant application. In this case, the period of the Operator's approval of the Application of Promotion Conditions starts from the date the Partner provides additional information via the Partner Profile / communication channels determined by the Operator, or the date the Partner resubmits (via the Acquirer in accordance with Items 5.1.7.5 and 5.1.7.6 of this Appendix) the Application of Promotion Conditions;
- in case of a positive result – prints two (2) counterparts of the Application of Promotion Conditions provided by the Acquirer in electronic form, fills out the Operator's Block in all of the counterparts on paper (signs them) and encloses the signed Application of Promotion Conditions to Issue-3 in electronic form in PDF, sends to the Partner the Application of Promotion Conditions signed by the Operator in electronic form via the Partner Profile / at the e-mail address specified in the Merchant application. Starting from the date of the Application of Promotion Conditions execution by the Operator, the Promotion conditions within the Loyalty Program contained therein are deemed agreed upon and binding on the Partner and the Operator.

5.1.7.7.2. The Operator ensures storage of the two (2) printed counterparts of the Application of Promotion Conditions (provided by the Acquirer in electronic form) with the Operator's Block filled out by the Operator for the period of the Partner's participation in the Loyalty Program and during at least five (5) years from the date of termination of the Partner's participation in the Loyalty Program (including in case of termination of Acquirer's participation in the Loyalty Program). The Partner is entitled to receive one (1) copy of this document from the Operator upon written request.

5.1.7.8. Operator Creating Promotion Page and Publishing it on Web-site.

5.1.7.8.1. The Operator, within **ten (10) business days** from the Promotion start date specified in the Application of Promotion Conditions:

- creates the Promotion page in accordance with the Application of Promotion Conditions;
- publishes the Promotion page on the Web-site;
- notifies the Partner of publishing the Promotion page on the Web-site via the Partner Profile / at the e-mail address specified in the Merchant application. From the moment the Promotion page is posted on the Web-site, the conditions (description) of the Promotion on the Promotion page come into force (become effective).

5.1.7.8.2. When creating the Promotion page (providing the information about the conditions (description) of the Promotion), the Operator is entitled to generate (send) requests to the Partner for additional information required to create the Promotion page, via the Partner Profile / at the e-mail address specified in the Merchant application. The Partner, within **one (1) business day** from the Operator's request, provides the requested information via the Partner Profile / communication channels determined by the Operator.

## **5.2. Changing Promotion Conditions (Promotion Description)**

**5.2.1. The Partner / Authorized Partner Makes Changes to the Promotion Conditions (Description) on the Promotion Page Published on the Web-site According to the Following Procedure.**

### **5.2.2. Participants of Promotion Conditions (Promotion Description) Change**

5.2.2.1 The participants of the Promotion conditions (Promotion description) change are:

- Partner<sup>2</sup> or Authorized Partner;
- Operator.

### **5.2.3. Stages of Promotion Conditions (Promotion Description) Change**

5.2.3.1. The Promotion conditions (Promotion description) change consists of the following stages:

- making changes to the Promotion page in the Partner Profile;
- Promotion Moderation and publishing the Promotion page (as amended) on the Web-site.

### **5.2.4. Making Changes to the Promotion Page in the Partner Profile**

5.2.4.1. In the corresponding section of the Partner Profile, the Partner / Authorized Partner makes changes to:

- Promotion conditions and (or)

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<sup>2</sup> The Partner, having charged the Authorized Partner with making changes to Promotion conditions (description), independently (without involving the Operator) interacts with the Authorized Partner before the moment the Promotion page (as amended) is posted on the Web-site, as well as during the Promotion period (as amended) and upon completion of said period.

- Promotion description.

5.2.4.2. Changes to the Promotion conditions are made in accordance with the Fees.

5.2.4.3. Changes to the Promotion description are made taking into account provisions of the *Guidelines to create a Promotion page on the Web-site* posted in the Partner Profile.

5.2.4.4. Making changes to the Promotion conditions / Promotion description also includes entering (providing) the necessary information about Points of Sale, including the information about Card Acceptor ID Code and Card Acceptor Terminal ID (if such information changes/requires changes).

5.2.4.5. The Partner / Authorized Partner, within **one (1) business day** from making changes to the Promotion page in the Partner Profile, notifies the Operator thereof via the Partner Profile (by sending the Promotion page (as amended) for Promotion Moderation).

### **5.2.5. Promotion Moderation and Publishing the Promotion Page (as Amended) on the Web-site**

5.2.5.1. The Operator, within **three (3) business days** from the Partner / Authorized Partner notifying it of making changes to the Promotion page in the Partner Profile, performs the Promotion Moderation:

- in case of a negative result – notifies the Partner / Authorized Partner of the need to correct the changes made (can also make comments) to the Promotion conditions and (or) Promotion description (Promotion page) via the Partner Profile / at the e-mail address specified in the Merchant application. The Partner / Authorized Partner makes corrections to changes to the Promotion page in the Partner Profile and notifies the Operator thereof via the Partner Profile (by resubmitting the Promotion page (as amended) for Promotion Moderation). In this case, the term of Promotion Moderation by the Operator starts from the date the Partner / Authorized Partner notifies it of corrections to the changes made to the Promotion page;
- in case of a positive result:
  - posts the Promotion page (as amended) on the Web-site;
  - notifies the Partner / Authorized Partner of publishing the Promotion page (as amended) on the Web-site via the Partner Profile / at the e-mail address specified in the Merchant application. From the moment the Promotion page (as amended) is posted on the Web-site, the conditions (description) of the Promotion on the Promotion page come into force (become effective).

### **5.2.6. Operator's Assistance when Making Changes to Promotion Page**

5.2.6.1. The Operator is entitled, on behalf of the Partner / Authorized Partner, assist the Partner / Authorized Partner when making changes to the Promotion page. The Operator, within **one (1) business day** of making changes to the Promotion page, notifies the Partner / Authorized Partner thereof via the Partner Profile (by sending the Promotion page (as amended) for approval).

5.2.6.2. The Partner / Authorized Partner, within **three (3) business days** of the Operator notifying it of making changes to the Promotion page, approves the Promotion page (as amended):

- in case of a negative result – notifies the Operator of the need to correct the changes made (can also make comments) to the Promotion conditions and (or) Promotion description (Promotion page) via the Partner Profile / via the communication channels determined by the Operator. The Operator makes corrections to changes to the Promotion page in the Partner Profile and notifies the Partner / Authorized Partner thereof via the Partner Profile (by resubmitting the Promotion page (as amended) for approval). In this case, the term of the Promotion page approval by the Partner / Authorized Partner starts from the date of notification by the Operator about the corrections to the changes made to the Promotion page;
- in case of a positive result:
  - posts the Promotion page (as amended) on the Web-site; notifies the Operator of publishing the Promotion page (as amended) on the Web-site via the Partner Profile / communication channels determined by the Operator, and the Authorized Partner notifies the Partner, on whose behalf changes to the Promotion page are made, in a manner agreed upon between the Partners. From the moment the Promotion page (as amended) is posted on the Web-site, the conditions (description) of the Promotion on the Promotion page come into force (become effective).

### **5.2.7. Operator's Assistance when Making Changes to Promotion Page is not Technologically Feasible**

5.2.7.1. If, for technical reasons, the Partner / Authorized Partner cannot make changes to the Promotion page independently, the Operator:

- performs the necessary actions aimed at amending the Promotion page, including by sending requests to the Partner / Authorized Partner to provide additional information at the e-mail address specified in the Merchant application / receiving from the Partner / Authorized Partner additional information (including the information about Points of

Sale, including the information about Card Acceptor ID Code and Card Acceptor Terminal ID (if such information changes/requires changes)) via communication channels determined by the Operator;

- makes a mockup of the Promotion page (as amended) on paper to be approved by the Partner / Authorized Partner by marking the mockup with the “*Approved*” resolution, signing it (with full name) by the Partner’s / Authorized Partner’s sole executive body (director, CEO etc.) or other authorized person (enclosing documentary evidence of powers), and certifying it with the Partner’s / Authorized Partner’s seal;
- after receiving the Partner’s / Authorized Partner’s approval (of the Promotion page mockup (as amended)), publishes the Promotion page (as amended) on the Web-site. From the moment the Promotion page (as amended) is posted on the Web-site, the conditions (description) of the Promotion on the Promotion page come into force (become effective).

### **5.3. Promotion Suspension**

**5.3.1.** The Partner / Authorized Partner suspends the Promotion period posted on the Promotion Page published on the Web-site according to the following procedure.

#### **5.3.2. Participants of Promotion Suspension**

5.3.2.1 The participants of the Promotion suspension are:

- Partner<sup>3</sup> or Authorized Partner;
- Operator.

#### **5.3.3. Stages of Promotion Suspension**

5.3.3.1. The Promotion suspension consists of the following stages:

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<sup>3</sup> The Partner, having charged the Authorized Partner with performing actions aimed at suspending the Promotion period, independently (without the Operator’s involvement) interacts with the Authorized Partner until the Operator is notified by the Authorized Partner of entering the information about the Promotion suspension on the Promotion page by the Authorized Partner / the Operator assists in entering information about the Promotion suspension on the Promotion page, as well as during and following the Operator’s review of the grounds for Promotion suspension and (or) Promotion Moderation / approval by the Authorized Partner of the Promotion page (taking into account information about the Promotion suspension) / publication of the Promotion page (taking into account information about the Promotion suspension).

- entering information about suspension of the Promotion period on the Promotion page in the Partner Profile;
- Promotion Moderation and publishing the Promotion page (taking into account information about the Promotion suspension) on the Web-site.

#### **5.3.4. Entering Information about Suspension of the Promotion Period on the Promotion Page in the Partner Profile**

5.3.4.1. The Partner / Authorized Partner enters information about the suspension of the Promotion to the Promotion page in the corresponding section of the Partner Profile.

5.3.4.2. The Partner / Authorized Partner, within **one (1) business day** from the date the information about the Promotion suspension is entered on the Promotion page, notifies the Operator thereof, specifying the grounds (reasons) for suspension via the Partner Profile (by sending the Promotion page (taking into account information about the Promotion suspension) for Promotion Moderation).

#### **5.3.5. Promotion Moderation and Publishing the Promotion Page (Taking into Account Information about the Promotion Suspension) on the Web-site**

5.3.5.1. The Operator, within **five (5) business days** from the date of notification by the Partner / Authorized Partner of entering the information about the Promotion suspension on the Promotion page, reviews the grounds (reasons) for Promotion suspension and performs the Promotion Moderation:

- in case of a negative result, – notifies the Partner / Authorized Partner about the refusal to suspend the Promotion or the need to correct the information about the Promotion suspension entered on the Promotion page (can also make comments) via the Partner Profile / at the e-mail address specified in the Merchant application. The Partner / Authorized Partner corrects the information about the Promotion suspension on the Promotion page in the Partner Profile and notifies the Operator thereof via the Partner Profile (by resending the Promotion page (taking into account information about the Promotion suspension) for Promotion Moderation). In this case, the period of Promotion Moderation by the Operator starts from the date the Partner / Authorized Partner notifies it of corrections to the information about the Promotion suspension to the Promotion page;
- in case of a positive result, – publishes the Promotion page (taking into account information about the Promotion suspension) on the Web-site and notifies the Partner / Authorized Partner thereof via the Partner Profile / at the e-mail address specified in the Merchant application.

### **5.3.6. Operator's Assistance when Entering Information about Promotion Suspension on Promotion Page**

5.3.6.1. The Operator is entitled, on behalf of the Partner / Authorized Partner, assist the Partner / Authorized Partner when entering information about the Promotion suspension on the Promotion page. The Operator, within **one (1) business day** of entering information about the Promotion suspension on the Promotion page, notifies the Partner / Authorized Partner thereof via the Partner Profile (by sending the Promotion page (taking into account information about the Promotion suspension) for approval).

5.3.6.2. The Partner / Authorized Partner, within **three (3) business days** of the Operator notifying it of entering information about the Promotion suspension on the Promotion page, approves the Promotion page (taking into account information about the Promotion suspension):

- in case of a negative result, – notifies the Operator about the need to correct the information about the Promotion suspension entered on the Promotion page (can also make comments) via the Partner Profile / communication channels determined by the Operator. The Operator corrects the information about the Promotion suspension on the Promotion page and notifies the Partner / Authorized Partner thereof via the Partner Profile (by resending the Promotion page (taking into account information about the Promotion suspension) for approval). In this case, the period of approval of the Promotion page by the Partner / Authorized Partner starts from the date the Operator notifies it of corrections to the information about the Promotion suspension to the Promotion page;
- in case of a positive result – publishes the Promotion page (taking into account information about the Promotion suspension) on the Web-site and notifies the Operator thereof via the Partner Profile / communication channels determined by the Operator.

### **5.3.7. Operator's Assistance when Entering Information about Promotion Suspension on Promotion Page is not Technologically Feasible**

5.3.7.1. If, for technical reasons, the Partner /Authorized Partner cannot independently enter information about the Promotion suspension on the Promotion page in the Partner Profile, the Promotion period posted on the Promotion page published on the Web-site is suspended according to the following procedure.

5.3.7.2. The Partner / Authorized Partner submits (sends) a request to the Operator to suspend the Promotion specifying the grounds (reasons) and terms (period) of the supposed suspension via communication channels determined by the Operator.



5.3.7.3. The Operator, within **five (5) business days** from the date the Partner / Authorized Partner submits the request to suspend the Promotion, reviews the grounds (reasons) and terms (period) of the supposed Promotion suspension, including for valid reasons for suspension, compliance with the requirements of the Regulations, the laws of the Russian Federation, and:

- in case of negative result – notifies the Partner / Authorized Partner thereof via the e-mail address specified in the Merchant application;
- in case of insufficient information provided in the Partner's / Authorized Partner's request to suspend the Promotion, – sends a request to provide additional information to the Partner / Authorized Partner at the e-mail address specified in the Merchant application. In this case, the period of the Operator's review of the Partner's / Authorized Partner's request to suspend the Promotion starts from the date of provision of the requested information via communication channels determined by the Operator;
- in case of a positive result – enters information about the Promotion suspension on the Promotion page on the Web-site and notifies the Partner / Authorized Partner thereof at the e-mail address specified in the Merchant application.

## **6. Termination of Partner's Participation in the Loyalty Program at the Initiative of Partner**

### **6.1. Participants of Termination of Partner's Participation in the Loyalty Program**

6.1.1. The participants of the procedure for terminating the Partner's participation in the Loyalty Program are:

- Partner;
- Acquirer;
- Operator.

### **6.2. Stages of Termination of Partner's Participation in the Loyalty Program**

6.2.1. The termination of Partner's participation in the Loyalty Program consists of the following stages:

- Partner submitting Application of participation termination;
- Acquirer reviewing Application of participation termination;
- Operator blocking arrangement of new Promotions and checking for ongoing Partner Promotions;
- termination of Partner's participation in the Loyalty Program.

### **6.3. Partner Submitting Application of Participation Termination**

6.3.1. The Partner executes the Application of participation termination.

6.3.2. The Partner submits (sends) to the Acquirer the original copy of the Application of participation termination in a manner agreed upon between the Partner and the Acquirer.

### **6.4. Acquirer Reviewing Application of Participation Termination**

6.4.1. The Acquirer, within **three (3) business days** of the submission of the Application of participation termination, verifies the completeness and correctness of its execution, as well as of the information specified in the Application of participation termination, and, in case of a negative verification result, notifies the Partner thereof in a manner agreed upon between the Partner and the Acquirer. In this case, the term of the Application of participation termination verification starts from the date the Application of participation termination was resubmitted.

6.4.2. The Acquirer, within **three (3) business days** from the date of submission of a duly executed Application of participation termination filled out with valid data:

- fills out the Acquirer's Block in the Application of participation termination (signs it);
- creates a new issue on the Portal in the '*Loyalty*' project, under '*Support\_business operations*', naming it '*Please terminate the participation of < Partner name> in the Loyalty Program at the Partner's initiative*' (**hereinafter, 'Issue 4'**) and encloses the Application of participation termination to Issue-4 in electronic form in PDF (**hereinafter, the 'Operator's notification of participation termination'**).
- notifies the Partner of the Operator's notification of participation termination in a manner agreed upon between the Partner and the Acquirer.

6.4.3. The Acquirer ensures storage of the original copy of Application of participation termination for the period of the Partner's participation in the Loyalty Program and during at least five (5) years from the date of termination of the Partner's participation in the Loyalty Program (including in case of termination of Acquirer's participation in the Loyalty Program). The Operator is entitled to receive from the Acquirer the specified document upon written request (including in case of termination of Acquirer's participation in the Loyalty Program).

## **6.5. Operator Blocking Arrangement of New Promotions and Checking for Ongoing Partner Promotions**

6.5.1. The Operator, within **five (5) business days** from the date of the Operator's notification of participation termination:

- blocks the Partner from arranging new Promotions;
- checks for ongoing Partner Promotions, and:
  - if there are no ongoing Partner Promotions, and those expired forty-five (45) or more calendar days ago, – notifies the Partner and the Acquirer that the Partner's **participation** in the Loyalty Program is **terminated from the moment the Operator sends this notification**, via the Partner Profile / at the e-mail address specified in the Merchant application, and in Issue-4;
  - if there are no ongoing Partner Promotions, and those expired less than forty-five (45) calendar days ago, – notifies the Partner and the Acquirer that the Partner's **participation** in the Loyalty Program is **terminated upon expiry of forty-five (45) calendar days from the termination of all Promotions**, via the Partner Profile / at the e-mail address specified in the Merchant application, and in Issue-4;

- if there are ongoing Partner Promotions (*unless otherwise provided for in the following paragraphs*) – notifies the Partner and the Acquirer **of the date of termination of all Partner Promotions** (subject to the thirty-day period for acceptance of a Promotion by a Customer / the moment the Operator sends the notification) via the Partner Profile / at the e-mail address specified in the Merchant application, and in Issue-4. In this case, on the specified date the Operator unilaterally terminates all of the Partner Promotions (whose period is not expired on the specified date), and the Partner's **participation** in the Loyalty Program **terminates after forty-five (45) calendar days from the specified date;**
- if there are ongoing Partner Promotions that were suspended by the Partner in accordance with the Regulations, and there are no grounds for suspension of the Promotions by the Operator, – notifies the Partner and the Acquirer of the need for the Partner to cancel such suspension and for the Partner to notify the Operator, via the Partner Profile / at the e-mail address specified in the Merchant application, and in Issue-4. Within **five (5) business days** of receipt of notification from the Partner of the cancellation of this suspension via the Partner Profile / communication channels determined by the Operator, the Operator notifies the Partner and the Acquirer **of the date of termination of all Partner Promotions** (subject to the thirty-day period for acceptance of a Promotion by a Customer / the moment the Operator sends the notification) via the Partner Profile / at the e-mail address specified in the Merchant application, and in Issue-4. In this case, on the specified date the Operator unilaterally terminates all of the Partner Promotions (whose period is not expired on the specified date), and the Partner's **participation** in the Loyalty Program **terminates after forty-five (45) calendar days from the specified date;**
- if there are ongoing Partner Promotions that were suspended by the Operator in accordance with the Regulations or the period of which was suspended by the Partner in accordance with the Regulations, and there are grounds for suspension of the Promotions by the Operator, – **terminates** the previously suspended Promotions / Promotions the period of which was suspended by the Partner, and notifies the Partner and the Acquirer **of the date of termination of all Partner Promotions** via the Partner Profile / at the e-mail address specified in the Merchant application, and in Issue-4. If there are also ongoing Partner Promotions that were not suspended by the Operator / the period of which was not suspended by the Partner, and there are no grounds for suspension of the Promotions by the Operator, **the date of termination of all Promotions** is determined subject to the thirty-day

period for acceptance of a Promotion by a Customer / the moment the Operator sends the notification; or, if there are grounds for suspension of the Promotions by the Operator, **the date of termination of all Promotions** is determined similarly to the termination of previously suspended Promotions. In this case, on the specified date the Operator unilaterally terminates all of the Partner Promotions (whose period is not expired on the specified date), and the Partner's **participation** in the Loyalty Program **terminates after forty-five (45) calendar days from the specified date.**

## **6.6. Termination of Partner's Participation in the Loyalty Program**

6.6.1. The moment / date of termination of the Partner's participation in the Loyalty Program at the initiative of the Partner is determined in accordance with Item 6.5.1 of this Appendix.

## 7. Operator Support of Merchant / Partner, Acquirer

### 7.1. Operator Support of Merchant / Partner

7.1.1. The Partner can generate a request for Support by the Operator:

- by contacting the Customer Support;
- by generating a request in the Partner Profile or sending a request via communication channels determined by the Operator;
- by generating a request for a new temporary password to access the Partner Profile by filling out the corresponding form on the Web-site at: <https://privetmir.ru> (in case the Partner loses the password to access the Partner Profile).

7.1.2. The Operator, within **five (5) business days** from receipt of the request:

- in case of insufficient information provided by the Merchant / Partner for request processing, requests additional information from the Merchant / Partner. In this case, the period of request processing (reviewing) starts from the date the additional information is provided;
- provides the Merchant / Partner with information about the results or time frames of request processing.

### 7.2. Operator Support of Acquirer

7.2.1. The Operator supports the Acquirer in accordance with terms defined in the *Mir Loyalty Program Standard. Credit Institution Registration in Loyalty Program as Acquirer and Certain Terms of Interaction between Acquirer and Operator within Loyalty Program.*

## 8. Operator's Reporting to Partner

8.1. The Operator provides the Partner with reports via the Partner Profile and in accordance with the *Loyalty Program Standard. Loyalty Program Technologies.*

8.2. The Partner, having charged the Authorized Partner with performing actions aimed at arranging Promotions, making changes to Promotion conditions (description), suspending Promotion periods (Promotion management), agrees that the Authorized Partner will be provided with reports addressed to the Partner.

## 9. Operator Notifying Partner of Changes in the Regulations, Including the Loyalty Program Standards and Fees, and Other Documents Used in Interaction between Partner and Operator

9.1. The Operator posts changes to the Regulations, including those pertaining to the Loyalty Program Standards and Fees (Subsection 1.3 of the Regulations), on the Web-site and (or) in the Partner Profile.

## 10. Electronic Document Management

10.1. The electronic document management between the Operator and the Merchant (Partner) includes the exchange of the following documents (hereinafter, 'ED'): the Merchant application (if signed by the person authorized to sign such application, – enclosing documentary evidence of powers); the Permit / Letter of Guarantee (with attachments; if signed by the person authorized to sign the Permit / Letter of Guarantee, - enclosing documentary evidence of powers); duly certified copies of Merchant's documents (according to the list given in Section 2 of Annex 5 to this Appendix).

10.2. Qualified digital signature (hereinafter, 'QDS') is deemed valid if all of the following conditions are met:

- qualification certificate has been executed and issued by the Certification Authority whose accreditation is valid on the day of the issuance of the certificate;
- qualification certificate is valid on the moment of electronic document signing (provided that there is true information on the moment of ED signing) or on the day of validation of the said certificate, if the moment of ED signing is not determined;
- the ownership of QDS used for ED signing has been verified and the absence of changes made to this ED after its signing has been confirmed;

- QDS is used with due regard for the restrictions (if any) contained in the Qualification certificate of the person who signs ED.
- 10.3. The Operator and the Merchant (Partner) must inform one another of:
- QDS restrictions. Until the receipt of such notification, the Operator and (or) the Merchant (Partner) are entitled to consider QDS of the other party (the Operator and (or) the Merchant (Partner)) not encumbered with any restrictions, and ED signed by such QDS legally valid;
- the impossibility to exchange ED signed using QDS in the event of a technical failure of internal systems of the Operator and (or) the Merchant (Partner) or ED Operators of the Operator and (or) the Merchant (Partner). During such technical failure, the Operator and the Merchant (Partner) exchange documents on paper.

10.4. The Operator and the Merchant (Partner) must update their digital key certificates in advance.



## Annex 1 to Merchant Registration in the Loyalty Program as Partner and Certain Terms of Interaction between Partner and Operator within the Loyalty Program

### 1. Form 1 of the Application for Accedence to the Loyalty Program Regulations for Mir Cardholders of Legal Entity or Sole Proprietor Established under the Laws of the Russian Federation

*To be drawn up on the organization's letterhead (if available)*

#### APPLICATION FOR LEGAL ENTITY'S OR SOLE PROPRIETOR'S (MERCHANT'S) ACCEDESCENCE TO THE LOYALTY PROGRAM REGULATIONS FOR MIR CARDHOLDERS

[the city of] \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(full name of the organization / sole proprietor)

represented by

\_\_\_\_\_  
(title and full name of the authorized person)

acting pursuant to

\_\_\_\_\_  
(source of authority: Articles of Association / Power of Attorney / Primary State Registration Number of the Sole Proprietor certificate / other)

hereby accedes to the Regulations (under Article 428 of the Civil Code of the Russian Federation) in accordance with the procedure defined in the Regulations, as a Partner.

#### **Details and contact information:**

Taxpayer Identification Number (INN) \_\_\_\_\_ Tax Registration Reason Code (KPP) \_\_\_\_\_,

Primary State Registration Number (OGRN) / Primary State Registration Number of the Sole Proprietor (OGRNIP) \_\_\_\_\_ registration date: \_\_\_\_\_,

Russian National Classifier of Businesses and Organizations (OKPO) \_\_\_\_\_ Russian National Classifier of Political Subdivisions (OKATO) \_\_\_\_\_ Russian National Classifier of Types of Economic Activity (OKVED) \_\_\_\_\_

location: \_\_\_\_\_



(postal code, region, district, locality, street, house number, room/suite number)

\_\_\_\_\_;

correspondence address: \_\_\_\_\_

(postal code, region, district, locality, street, house number, room/suite number)

\_\_\_\_\_;

phone number: \_\_\_\_\_,

e-mail: \_\_\_\_\_,

bank details: \_\_\_\_\_

(bank name, Bank Identification Code (BIC), correspondent account, settlement account No.)

\_\_\_\_\_

\_\_\_\_\_.

**Attached:** Merchant questionnaire.

\_\_\_\_\_ (title) \_\_\_\_\_ (signature) \_\_\_\_\_ (full name)

L.S.

**Application  
to Application for Legal Entity's or Sole  
Proprietor's (Merchant's) Accedence to the  
Loyalty Program Regulations for Mir  
Cardholders**

*To be drawn up on the organization's letterhead (if available)*

**MERCHANT QUESTIONNAIRE**

1. Merchant overview

No.	Parameters	Information
1.1	Organization's full and short name (in accordance with the Articles of Association) / sole proprietor (in accordance with the Primary State Registration Number of the Sole Proprietor certificate)	
1.2	E-mail address to send a temporary password to access the Partner Profile	
1.3	Mobile phone number to send a temporary password to access the Partner Profile	<+7 (    )    >
1.4	Official web-site	
1.5	Exact title of the Manager	
1.6	Full name of the manager / sole proprietor	
1.7	Full name of the Chief Accountant (if any)	
1.8	Constituent entities of the Russian Federation wherein the Merchant operates	

2. Merchant's contact persons

No.	Unit	Title	Full Name	Mobile Phone Number <+7 (    )    >	E-mail Address
2.1	Supervising manager				
2.2	Organizational issues (general)				
2.3	Customer management claim				

3. Information<sup>4</sup> about Authorized Partner<sup>5</sup>

No.	Parameters	Information
3.1	Authorized Partner’s full and short name (in accordance with Articles of Association / Primary State Registration Number of the Sole Proprietor certificate), TIN and Primary State Registration Number (OGRN) / Primary State Registration Number of the Sole Proprietor (OGRNIP)	
3.2	Trademark (service mark) under which Promotions are managed	
3.2.1	Trademark (service mark) under which Promotions are managed	

 4. Trade name<sup>6</sup> information

No.	Parameters	Information
4.1	Trade name	
4.2	Trade name	

## 5. Acquirer information

No.	Parameters	Information
5.1	Credit institution’s full name (in accordance with Articles of Association)	
5.2	Taxpayer Identification Number (INN)/Tax Registration Reason Code (KPP)	
5.3	Primary State Registration Number (OGRN)	
5.4	Bank Identification Code (BIC)	

I hereby certify that to the best of my knowledge the above information is accurate.

(title)	(signature)	(full name)
L.S.		

<sup>4</sup> Only filled out if Promotions are managed by the Authorized Partner and not the Merchant itself.

<sup>5</sup> Authorized Partner - a third party (Partner) entrusted by the Merchant to arrange Promotions, make changes to conditions (description) of Promotions, suspend Promotions (**Promotion management**).

<sup>6</sup> Trademark, service mark, commercial or other designation used for personalizing Goods and (or) Merchant’s POS (hereinafter, the ‘Trade name’).

**Acquirer’s Block (filled out by an authorized person)**

## 1. Acquirer information

No.	Parameters	Information
1	Participant Identifier within Mir (Bank_ID)	
2	Member_ID of Mir Participant	
3	Acquirer BIN	
4	Card Acceptor Business Code (MCC)	

2. I hereby certify that to the best of my knowledge the above information is accurate.

---

(title)

---

(signature)

---

(full name)

L.S.

**2. Form 2 of the Application for Accedence to the Loyalty Program  
Regulations for Mir Cardholders of Organization Established under the  
Laws of Foreign States, Located outside the Russian Federation**

*To be drawn up on the organization's letterhead (if available)*

**APPLICATION FOR THE ORGANIZATION'S (MERCHANT'S) ACCEDENCE TO THE  
LOYALTY PROGRAM REGULATIONS FOR MIR CARDHOLDERS**

[the city of] \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(full name of the organization)

represented by

\_\_\_\_\_  
(title and full name of the authorized person)

acting pursuant to

\_\_\_\_\_  
(source of authority: Articles of Association / Power of Attorney / other)

hereby accedes to the Regulations (under Article 428 of the Civil Code of the Russian Federation) in accordance with the procedure defined in the Regulations, as a Partner.

**Details and contact information:**

TIN (Taxpayer Identification Number):

\_\_\_\_\_;

registration number (commercial register number): \_\_\_\_\_;

registration country (country of incorporation): \_\_\_\_\_;

registration authority name: \_\_\_\_\_;

state registration date: \_\_\_\_\_;

address: \_\_\_\_\_  
(postal code, region, district, locality, street, house number, room/suite number)

\_\_\_\_\_;

actual address: \_\_\_\_\_  
(postal code, region, district, locality, street, house number, room/suite number)

\_\_\_\_\_;

phone number: \_\_\_\_\_

e-mail: \_\_\_\_\_

bank details: \_\_\_\_\_  
(bank name, Bank Identification Code (BIC), correspondent account, settlement account No.)

\_\_\_\_\_  
\_\_\_\_\_.

**Attached:** Merchant questionnaire.

\_\_\_\_\_  
(title) (signature) (full name)  
L.S.

**Application  
to the Application for the Organization's  
(Merchant's) Accedence to the Loyalty  
Program Regulations for Mir Cardholders**

*To be drawn up on the organization's letterhead (if available)*

**MERCHANT QUESTIONNAIRE**

1. Merchant overview

No.	Parameters	Information
1.1	Organization's full and short name	
1.2	Organization's official web-site	
1.3	E-mail address to send a temporary password to access the Partner Profile	
1.4	Mobile phone number to send a temporary password to access the Partner Profile	<+7 (    )                    >
1.5	Exact title of the Manager	
1.6	Full name of the Manager	
1.7	Full name of the Chief Accountant (if any)	
1.8	Area where the Merchant operates	

2. Merchant's contact persons

No.	Unit	Title	Full Name	Mobile Phone Number <+7 (    )                    >	E-mail Address
2.1	Supervising manager				
2.2	Organizational issues (general)				
2.3	Customer claim management				



3. Information<sup>7</sup> about Authorized Partner<sup>8</sup>

No.	Parameters	Information
3.1	Authorized Partner’s full and short name (in accordance with Articles of Association / Primary State Registration Number of the Sole Proprietor certificate), TIN and Primary State Registration Number (OGRN) / Primary State Registration Number of the Sole Proprietor (OGRNIP)	
3.2	Trademark (service mark) under which Promotions are managed	
3.2.1	Trademark (service mark) under which Promotions are managed	

 4. Trade name<sup>9</sup> information

No.	Parameters	Information
4.1	Trade name	
4.2	Trade name	

---

<sup>7</sup> Only filled out if Promotions are managed by the Authorized Partner and not the Merchant itself.

<sup>8</sup> Authorized Partner - a third party (Partner) entrusted by the Merchant to arrange Promotions, make changes to conditions (description) of Promotions, suspend Promotions (**Promotion management**).

<sup>9</sup> Trademark, service mark, commercial or other designation used for personalizing Goods and (or) Merchant’s POS (hereinafter, the ‘Trade name’).



### 3. Form of Permit to Use Trademark (Service Mark) under the Rightholder's Control / Letter of Guarantee

*To be drawn up on the letterhead (if available)*

Attention of  
 Chief Executive Officer  
 of NSPK JSC  
 Vladimir Komlev  
 Primary State Registration Number (OGRN) 1147746831352  
 Taxpayer Identification Number (INN) 7706812159  
  
 11, Bolshaya Tatarskaya Street  
 Moscow, 115184

#### **PERMIT TO USE TRADEMARK (SERVICE MARK) UNDER THE RighthOLDER'S CONTROL<sup>10</sup>**

[the city of] \_\_\_\_\_ 20\_\_ [date]

\_\_\_\_\_ (full corporate name of the Merchant)

represented by \_\_\_\_\_ (title and full name of the person authorized by the Merchant to use trademarks (service marks))

acting under \_\_\_\_\_ (source of authority: Articles of Association / Power of Attorney / Primary State Registration Number of the Sole Proprietor certificate / other)

hereby grants National Payment Card System Joint-Stock Company (NSPK JSC), as well as Banks listed at <https://privetmir.ru> the right to use the following trademarks:

Item No.	Number of the certificate of trademark (service mark)	Trademark (service mark)
1		

to inform the general public about the Loyalty Program, about the participation in the Loyalty Program and Promotions of \_\_\_\_\_, (full corporate name of the Merchant)

<sup>10</sup> The Permit to use trademark (service mark) under the Rightholder's control is not provided if the designation used for personalizing goods and (or) services is not registered under the laws of the Russian Federation

as well as in Promotions organized by NSPK JSC and held jointly with \_\_\_\_\_ and other

\_\_\_\_\_  
(full corporate name of the Merchant)

third parties, as well as to be used in NSPK JSC's advertising and information materials free of charge throughout the Russian Federation for the entire period of participation of

\_\_\_\_\_  
(full corporate name of the Merchant)

in the Loyalty Program, but not exceeding the term of the rights of

\_\_\_\_\_  
(full corporate name of the Merchant)

for these items (if the term of the rights for these items is extended, this permit to use the trademark shall be automatically extended),

or until \_\_\_\_\_

\_\_\_\_\_  
(full corporate name of the Merchant)

provides a written notice of termination of this Permit, whichever occurs first.

**Attached** (Items 1-3 are specified if any exist):

1. Copies of trademark (service mark) certificates No. \_\_\_\_\_.
2. Copies of appendices to trademark (service mark) certificates No. \_\_\_\_\_ confirming amendments, change of the rightholder, extension of the exclusive right to the trademark (service mark).
3. Power of Attorney authorizing the person to use trademarks (service marks) of the Merchant.
4. The list of persons authorized by the Merchant to approve materials of NSPK JSC and Banks with the Merchant's trademarks (service marks) in them:

**Table 1**

Full name	Contact number	Contact e-mail address

---

(title)

---

(signature)

---

(full name)

L.S.

Form of Letter of Guarantee

*To be drawn up on the letterhead (if available)*

Attention of  
Chief Executive Officer  
of NSPK JSC  
Vladimir Komlev

11, Bolshaya Tatarskaya Street  
Moscow, 115184

**Letter of Guarantee<sup>11</sup>**

[the city of] \_\_\_\_\_ 20\_\_ [date]

(full corporate name of the Merchant)

represented by \_\_\_\_\_  
(title and full name of the authorized person)

acting under \_\_\_\_\_  
(source of authority: Articles of Association / Power of Attorney / Primary State  
Registration Number of the Sole Proprietor certificate / other)

hereby confirms the following:

1. holds the exclusive right to the logo and gives consent to National Payment Card System Joint-Stock Company (NSPK JSC) and Banks listed at <https://privetmir.ru> to the use of the designation used for personalizing goods and (or) services:

Designation (image)

to inform the general public about the Loyalty Program, about the participation in the Loyalty Program and Promotions of

\_\_\_\_\_  
(full corporate name of the Merchant)

as well as in Promotions organized by NSPK JSC and held jointly with

\_\_\_\_\_  
(full corporate name of the Merchant)

<sup>11</sup> The Letter of guarantee is not provided if the designation used for personalizing goods and (or) services is not registered under the laws of the Russian Federation

and other third parties, as well as to be used in NSPK JSC’s advertising and information materials free of charge throughout the Russian Federation for the entire period of participation of

\_\_\_\_\_  
(full corporate name of the Merchant)

in the Loyalty Program.

2. If the designation used for personalizing goods and (or) services of

\_\_\_\_\_  
(full corporate name of the Merchant)

is registered by the Federal Service for Intellectual Property,

\_\_\_\_\_  
(full corporate name of the Merchant)

undertakes to provide a written Permit to use trademark (service mark) under the rightholder’s control according to the form given in the Appendix to the Loyalty Program Regulations for Mir Cardholders.

3. guarantees to indemnify and hold NSPK JSC harmless against all claims and actions of third parties related to the use of the designation used for personalizing goods and (or) services. All claims and actions of third parties shall be settled by

\_\_\_\_\_  
(full corporate name of the Merchant)

at its own cost and expense.

**Attached** (Item 1 is specified when signed under power of attorney):

1. Power of Attorney authorizing the person to provide this Letter of Guarantee.
2. The list of persons authorized by the Merchant to approve materials of NSPK JSC and Banks with the designation on them used for personalizing goods and (or) services of the Merchant:

**Table 1**

Full name	Contact number	Contact e-mail address

\_\_\_\_\_  
(title)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(full name)

L.S.

**4. Form 3 of the Application for Accedence to the Loyalty Program  
Regulations for Mir Cardholders of Legal Entity or Sole Proprietor  
Established under the Laws of the Russian Federation (*when Filling out  
Registration Form on the Web-site*)**

**APPLICATION FOR LEGAL ENTITY’S OR SOLE PROPRIETOR’S (MERCHANT’S)  
ACCEDENCE TO THE LOYALTY PROGRAM REGULATIONS FOR MIR CARDHOLDERS**

Moscow \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(full and short name of organization / sole proprietor)

authorized representative

\_\_\_\_\_  
(title and full name of the authorized person)

acting under

\_\_\_\_\_  
(source of authority: Articles of Association / Power of Attorney / Primary State Registration Number of the Sole Proprietor certificate / other)

confirms familiarization with the Loyalty Program Regulations for Mir Cardholders (hereinafter, the ‘Regulations’), acceptance of all the terms and conditions of the Regulations without any exceptions and (or) limitations and expresses the intention to accede to the Regulations (under Article 428 of the Civil Code of the Russian Federation) in accordance with the procedure defined in the Regulations, as a Partner.

**Details and contact information:**

Taxpayer Identification Number (INN) \_\_\_\_\_, Primary State Registration Number (OGRN) / Primary State Registration Number of the Sole Proprietor (OGRNIP) \_\_\_\_\_  
registration date: \_\_\_\_\_,

location: \_\_\_\_\_  
(postal code, region, district, locality, street, house number, room/suite number)

\_\_\_\_\_  
correspondence address: \_\_\_\_\_  
(postal code, region, district, locality, street, house number, room/suite number)

\_\_\_\_\_  
(title) (signature / qualified digital signature) (full name)  
L.S.



**5. Form 4 of the Application for Accedence to the Loyalty Program Regulations for Mir Cardholders of Organization Established under the Laws of Foreign States, Located outside the Russian Federation (*when Filling out Registration Form on the Web-site*)**

**APPLICATION FOR THE ORGANIZATION’S (MERCHANT’S) ACCEDENCE TO THE LOYALTY PROGRAM REGULATIONS FOR MIR CARDHOLDERS**

Moscow \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
 (organization’s full and short name)

authorized representative

\_\_\_\_\_  
 (title and full name of the manager)

acting under

\_\_\_\_\_  
 (source of authority: Articles of Association / Power of Attorney / other)

confirms familiarization with the Loyalty Program Regulations for Mir Cardholders (hereinafter, the ‘Regulations’), acceptance of all the terms and conditions of the Regulations without any exceptions and (or) limitations and expresses the intention to accede to the Regulations (under Article 428 of the Civil Code of the Russian Federation) in accordance with the procedure defined in the Regulations, as a Partner.

**Details and contact information:**

TIN (Taxpayer Identification Number): \_\_\_\_\_,

registration number (commercial register number): \_\_\_\_\_,

registration country (country of incorporation): \_\_\_\_\_,

registration authority name: \_\_\_\_\_,

state registration date: \_\_\_\_\_;

location: \_\_\_\_\_  
 (postal code, region, district, locality, street, house number, room/suite number)

actual address: \_\_\_\_\_  
 (postal code, region, district, locality, street, house number, room/suite number)

(title)

(signature // qualified  
 digital signature)

(full name)

L.S.

## Annex 2 to Merchant Registration in the Loyalty Program as Partner and Certain Terms of Interaction between Partner and Operator within the Loyalty Program

*To be drawn up on the organization's letterhead (if available)*

### APPLICATION FOR REGISTRATION OF ADDITIONAL PARTNER TRADEMARK IN THE LOYALTY PROGRAM

[the city of] \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Partner name)

\_\_\_\_\_  
(Partner's Taxpayer Identification Number (INN) and Primary State Registration Number (OGRN) / Primary State Registration Number of the Sole Proprietor (OGRNIP))

represented by

\_\_\_\_\_  
(title and full name of the authorized person of the Partner)

acting under

\_\_\_\_\_  
(source of authority: Articles of Association / Power of Attorney / Primary State Registration Number of the Sole Proprietor certificate / other)

We hereby ask you to register in the Loyalty Program additional trademark(s) of the Partner (as enclosed).

#### 1. Trade name<sup>12</sup> information

No.	Parameters	Information
1.1	Trade name	
1.2	Trade name	

<sup>12</sup> Trademark, service mark, commercial or other designation used for personalizing Goods and (or) Merchant's POS (hereinafter, the 'Trade name').



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## **Annex 3 to Merchant Registration in the Loyalty Program as Partner and Certain Terms of Interaction between Partner and Operator within the Loyalty Program**

*To be drawn up on the organization's letterhead (if available)*

Attention of  
Chief Executive Officer  
of NSPK JSC  
Vladimir Komlev

11, Bolshaya Tatarskaya Street  
Moscow, 115184

### **APPLICATION OF PROMOTION CONDITIONS WITHIN THE LOYALTY PROGRAM**

[the city of] \_\_\_\_\_, 20\_\_

---

(Partner name)

---

(Partner's Taxpayer Identification Number (INN) and Primary State Registration Number (OGRN) / Primary State Registration Number of the Sole Proprietor (OGRNIP))

represented by

---

(title and full name of the authorized person of the Partner)

acting under

---

(source of authority: Articles of Association / Power of Attorney / Primary State Registration Number of the Sole Proprietor certificate / other)

In accordance with the Loyalty Program Regulations for Mir Cardholders, we hereby undertake to hold Promotions under the following conditions:

Conditions	Information
<b>Promotion 1</b>	
Promotion period:	from _____, 20__ to _____, 20__
Territory:	<region>, <region>
Reward amount (%)	
Miscellaneous	
<b>Promotion 2</b>	
Promotion period:	from _____, 20__ to _____, 20__
Territory:	<region>, <region>
Reward amount (%)	
Miscellaneous	
<b>Promotion 3</b>	
Promotion period:	from _____, 20__ to _____, 20__
Territory:	<region>, <region>
Reward amount (%)	
Miscellaneous	

\_\_\_\_\_ (title)

\_\_\_\_\_ (signature)

\_\_\_\_\_ (full name)

L.S.

**Acquirer's Block** (filled out by an authorized person)

I hereby certify that to the best of my knowledge the above Partner information is accurate.

\_\_\_\_\_ (date: MM.DD.YYYY)

\_\_\_\_\_ (title)

\_\_\_\_\_ (signature)

\_\_\_\_\_ (full name)

L.S.

**Operator's Block** (filled out by an authorized person)

Approved.

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(date: MM.DD.YYYY)

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---

  
(title)

---

  
(signature)

---

  
(full name)

L.S.

**Annex 4 to Merchant Registration in the Loyalty Program as Partner and Certain Terms of Interaction between Partner and Operator within the Loyalty Program**

*To be drawn up on the organization's letterhead (if available)*

**APPLICATION OF TERMINATION OF PARTICIPATION IN THE LOYALTY PROGRAM AT THE PARTNER'S INITIATIVE**

[the city of] \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Partner name)

\_\_\_\_\_  
(Partner's Taxpayer Identification Number (INN))

represented by

\_\_\_\_\_  
(title and full name of the authorized person of the Partner)

acting under

\_\_\_\_\_  
(source of authority: Articles of Association / Power of Attorney / Primary State Registration Number of the Sole Proprietor certificate / other)

We hereby notify you of termination of participation in the Loyalty Program due to

\_\_\_\_\_  
(reason for termination of participation in the Loyalty Program)

\_\_\_\_\_  
(title) (signature) (full name)

L.S.

**Acquirer's Block (filled out by an authorized person)**

I hereby certify that to the best of my knowledge the above information is accurate.

---

(title)

(signature)

(full name)

L.S.



## Annex 5 to Merchant Registration in the Loyalty Program as Partner and Certain Terms of Interaction between Partner and Operator within the Loyalty Program

### Section 1. List of Merchant's documents

#### A sole proprietor provides:

1) Copies, signed and certified with the sole proprietor's seal (if any), of:

1	Individual's proof of identity
2	Certificate of Conducting Business as a Sole Proprietor and (or) Certificate of Entry Made in the Unified State Register of Sole Proprietors about a Sole Proprietor (if registered after January 01, 2017 – Extract of the Entry Made in the Unified State Register of Sole Proprietors)
3	Tax Authority Registration Certificate (Taxpayer Identification Number)
4	Extract from Unified State Register of Sole Proprietors (valid for not more than 30 calendar days from the date of issue)
5	Licenses (patents) issued to the sole proprietor under the laws of the Russian Federation to perform licensable (patentable) activities
6	Tax return for the last reporting period (stamped by the tax authority)
7	Deed of conveyance (title deed) for the property of the sole proprietor, the use of which is required to fulfill the obligations under the contract to be concluded
8	Documentary evidence of resources required to fulfill the obligations under the contract to be concluded (or a certificate in arbitrary form that the obligations will be fulfilled personally by the sole proprietor)
9	Letters of recommendation

2) Original copy of:

1	Power of Attorney signed by the sole proprietor for the right to enter into a respective agreement on behalf of the sole proprietor if the agreement is signed on behalf of the sole proprietor by its representative pursuant to the Power of Attorney
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#### A legal entity established under the laws of the Russian Federation provides:

1) Copies certified by the legal entity:

1	Articles of Association as amended, duly approved and registered with all amendments and supplements thereto
2	Certificate of Entry in the Unified State Register of Legal Entities (USRLE) and Primary State Registration Number Certificate (OGRN) (if registered after January 01, 2017, Extract of the Entry Made in the Unified State Register of Legal Entities)

3	Document (minutes or decision) confirming the election or appointment of the sole executive body of the legal entity (Chief Executive Officer / director)
4	Order of appointment (entry into office) of the sole executive body of the legal entity (Chief Executive Officer / director)
5	Power of Attorney for the right to enter into a respective agreement duly issued if the agreement is signed on behalf of the legal entity by its representative pursuant to the Power of Attorney
6	Agreement on delegation of authority of the sole executive body of the legal entity to a commercial entity (management company) or a sole proprietor (manager in case of delegation of the specified authority with attachment of a decision of the participants/shareholders of the legal entity on delegation of authority of the sole executive body of the legal entity to the commercial entity (management company) or the sole proprietor (manager)
7	Tax registration certificate (INN)
8	Extract from Unified State Register of Legal Entities (valid for not more than 30 calendar days from the date of issue)
9	Accounting (financial) statements (in full, prepared on the basis of form templates approved by Order No. 66H of the Ministry of Finance of the Russian Federation <i>On Accounting Forms of Companies</i> dd. July 2, 2010) for the calendar year preceding the year of the transaction, as well as interim accounting (financial) statements as of the last reporting date (if any) (statements shall be marked by a tax authority or a return receipt of the letter with the enclosure list sent to the tax authority, or any document confirming acceptance of accounting statements in electronic form by the tax authority shall be provided)
10	Document confirming the actual location of the legal entity (certificate of title to immovable property located at the specified address / extract from the Unified State Register of Rights to Immovable Property and Transactions Therewith / lease / sublease agreement)
11	Information about the average number of employees for the preceding calendar year (KND 1151111)
12	Licenses (permits), in case of provision of services / performance of works for which a license (permit) is required
13	Notification of simplified tax system application ( <i>if the Counterparty uses STS</i> )
14	Decision of the Counterparty's appropriate management body (bodies) on the Agreement approval (decision on entering into the Agreement) ( <i>if in accordance with the existing laws and (or) Counterparty's constituent documents, preliminary approval of the Agreement to be entered into with NSPK JSC is required</i> )
15	Letter(s) of recommendation

2) Original documents signed by the authorized person:

1	List of participants / extract from the shareholder register ( <b>extract in the form of a certified copy</b> )
2	Data on beneficial owners – individuals who ultimately directly or indirectly (via third parties) own (have a dominant participation of more than 25% in the capital) the legal entity or have a hold on its operations

**An organization established under the laws of foreign states, located outside the Russian Federation, provides:**

1) Copies of documents that must be duly authorized (endorsed with an Apostille), without their authorization (endorsement with an Apostille) in cases provided for by international agreements of the Russian Federation. Copies of documents shall be provided with a notarized translation into the Russian language.

1	Certificate of Incorporation of the new Business Entity (incorporation certificate)
2	Original extract or its copy from the trade register of the company's country of incorporation or any other similar document (Incumbency Certificate), or a copy thereof confirming the company's legal status, date of the last registered revision of the company's constituent documents and all amendments thereto or the absence of any amendments dated at least twelve (12) months prior to the documents submission date
3	Licenses (permits), in case of provision of services / performance of works for which a license (permit) is required
4	Power of Attorney for the right to enter into an agreement duly issued if the agreement is signed on behalf of the legal entity by its representative pursuant to the Power of Attorney. <i>A representative being a foreign citizen, acting on the basis of the Power of Attorney, shall provide along with the identity document a document that confirms their stay/residence in the Russian Federation (migration card, visa, etc.)</i>
5	Confirmation of a permanent stay in a state, with which the Russian Federation has an international treaty (agreement) regulating taxation in the form stipulated by national laws and <u>certified by a competent authority of this foreign state.</u> <i>The confirmation shall indicate the period (a calendar year), for which the permanent residence is confirmed. Note that the indicated period shall correspond to the period, for which the income paid to the foreign company is due (e.g., if payments are made in 2017, a confirmation is required for 2017). The confirmation is subject to mandatory annual update during the agreement term</i>
6	Articles of Association (Memorandum) as amended, duly approved and registered with all amendments and supplements thereto
7	Document confirming the election or appointment of the head of the legal entity: Resolution of the Founder, Minutes of the Meeting of Founders (shareholders/participants) or an extract therefrom, contract with the head or an extract therefrom, Orders of Appointment
8	Document confirming tax registration (if any)
9	Decision of the Counterparty's appropriate management body (bodies) on the Agreement approval (decision on entering into the Agreement), if in accordance with the existing laws and (or) Counterparty's constituent documents, preliminary approval of the Agreement is required

2) Copies of documents to be certified by the legal entity and translated into the Russian language:

10	Financial statements as of the last reporting date (according to the form used in the state of the legal entity incorporation)
11	Letter(s) of recommendation

## 3) Original copy of:

12	<p>Data on persons beneficially entitled to gain income prepared in any format:</p> <ul style="list-style-type: none"><li>• a person (an unincorporated foreign entity) entitled to independently use and/or dispose income gained by the entity (unincorporated foreign entity) by virtue of direct and/or indirect participation in the entity, control over the entity (unincorporated foreign entity) or due to other circumstances;</li><li>• a person (an unincorporated foreign entity) in whose interests another person (another unincorporated foreign entity) is entitled to dispose of income gained by the above entity (unincorporated foreign entity) or directly by such another person (unincorporated foreign entity)</li></ul>
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## Section 2. List of Merchant's documents

(submitted in case of Merchant registration in the Loyalty Program in accordance with Item 2.13 of Annex 5 to the Regulations)

### A sole proprietor provides:

Copies certified by signature and seal (if any) / using a Qualified Digital Signature (QDS) of the sole proprietor:

1	Individual's proof of identity
2	Certificate of Conducting Business as a Sole Proprietor and (or) Certificate of Entry Made in the Unified State Register of Sole Proprietors about a Sole Proprietor <i>(if registered after January 01, 2017 – Extract of the Entry Made in the Unified State Register of Sole Proprietors)</i>  <p style="text-align: center;"><b>or</b></p> Tax Authority Registration Certificate (Taxpayer Identification Number)
3	Power of Attorney signed by the sole proprietor for the right to enter into a respective agreement on behalf of the sole proprietor <i>(if the agreement is signed on behalf of the sole proprietor by its representative pursuant to the Power of Attorney)</i>

### A legal entity established under the laws of the Russian Federation provides:

Copies certified by the legal entity (signature and seal / using QDS):

1	Certificate of Entry in the Unified State Register of Legal Entities (USRLE) and Primary State Registration Number Certificate (OGRN) <i>(if registered after January 01, 2017, Extract of the Entry Made in the Unified State Register of Legal Entities)</i>  <p style="text-align: center;"><b>or</b></p> Tax Authority Registration Certificate (Taxpayer Identification Number)
2	Document (minutes or decision) confirming the election or appointment of the sole executive body of the legal entity (Chief Executive Officer / director)
3	Order of appointment (entry into office) of the sole executive body of the legal entity (Chief Executive Officer / director)
4	Duly issued Power of Attorney for the right to enter into the corresponding agreement <i>(if the agreement is signed on behalf of the legal entity by its representative pursuant to the Power of Attorney)</i>
5	Agreement on delegation of authority of the sole executive body of the legal entity to a commercial entity (management company) or a sole proprietor (manager) <i>(in case of delegation of the specified authority with attachment of a decision of the participants/shareholders of the legal entity on delegation of authority of the sole executive body of the legal entity to the commercial entity (management company) or the sole proprietor (manager))</i>

**An organization established under the laws of foreign states, located outside the Russian Federation, provides:**

Copies of documents that must be duly authorized (endorsed with an Apostille), without their authorization (endorsement with an Apostille) in cases provided for by international agreements of the Russian Federation. Copies of documents shall be provided with a notarized translation into the Russian language, including those certified using QDC:

1	Certificate of Incorporation of the new Business Entity (incorporation certificate)
2	Document confirming tax registration (if any)
3	Document confirming the election or appointment of the head of the legal entity: Resolution of the Founder, Minutes of the Meeting of Founders (shareholders/participants) or an extract therefrom, contract with the head or an extract therefrom, Orders of Appointment
4	<p>Duly issued Power of Attorney for the right to enter into an agreement (<i>if the agreement is signed on behalf of the legal entity by its representative pursuant to the Power of Attorney</i>).</p> <p><i>A representative being a foreign citizen, acting on the basis of the Power of Attorney, shall provide along with the identity document a document that confirms their stay/residence in the Russian Federation (migration card, visa, etc.)</i></p>