



**Samocat RUS**  
**Limited Liability Company**

**LICENSE RULES**

Revision: 1.0.

Dated: \_\_\_\_\_,  
2018

**Moscow, 2018**

## 1. TERMS AND DEFINITIONS

- 1.1. **“Documentation”** means the materials and documents, including any instructions and technical specifications, access data (login, password), etc., transferred by Samocat Rus to the Partner, including the following documents (without limitation) provided to the Partner in hard copy and/or in electronic form when granting access to the Software:
- 1.1.1. the Installation Instruction / the Software link-up procedure; and
  - 1.1.2. the User Agreement (available at the following link:  
<http://samocat.net/terms-ru>).
- 1.2. **“Personal Office”** means the closed area of the Samocat Sharing Software accessible by Samocat Rus and the Partner and enabling the Partner to monitor the operation of the Microtransport Rental Stations hooked up, to view the entire history of rides and payments made on the basis of primary documents, and to make settlements with Samocat Rus and the Operating Entity for the Settlement Period through access to the following modules of the Samocat Sharing Software:
- 1.2.1. the registration and authorization module for the Users;
  - 1.2.2. the control and record keeping module for rides;
  - 1.2.3. the module of mutual settlements with the User, and
  - 1.2.4. the monitoring module for the operation of the Microtransport rental stations.
- The following modules shall be supplied pre-installed to the automatic Microtransport Rental Stations, with no access provided thereto:
- 1.2.5. the Microtransport lock control module; and
  - 1.2.6. the lock stations and Microtransport control module.
- Any copying or modification by the Partner of any of the above modules as well as any interference with the source text or security features or any other actions unrelated to the Software operation is prohibited.
- A unique name and password received by the Partner during obtaining access to the Software shall be used to enter the Personal Office.
- 1.3. **“Microtransport”** means any scooters, electric scooters, hydroscooters, and any other technical movement devices which are not technical rehabilitation means, with people when using the same considered to be pedestrians in accordance with the Traffic Rules approved by Regulation No. 1090 of the Government of the Russian Federation dated October 23, 1993.
- 1.4. **“Partner”** means any legal entity or individual entrepreneur which is granted the right to use the Software subject to the terms and conditions of a sublicense in accordance with these License Rules and which accepts the terms and conditions of the License Rules by signing the Accession Agreement.
- 1.5. **“System Participant Partner”** means any person to whom/which Samocat Rus has granted a sublicense for the Software subject to and on the terms of an agreement similar to these License Rules.

- 1.6. **“Payment Organization”** means the payment operator company selected by Samocat Rus which has entered into an appropriate agreement with it, which accepts payments from the Users for the rental of the Microtransport, keeps records in accordance with Federal Law No. 54-FZ dated May 22, 2003, “On the application of cash register equipment when making cash settlements and/or settlements involving the use of electronic payment instruments”, forwards a cash register receipt to the User via SMS messages or electronic mail, and then remits a consolidated payment to Samocat Rus.
- 1.7. **“User”** means any individual who accepts the Microtransport for temporary possession and use (for hire) from a Microtransport Rental Station through the use of the Software. The Microtransport Rental Rules shall be regulated by the User Agreement which forms part of the Documentation as per Clause 1.1.2 of these License Rules.
- 1.8. **“Operating Rules”** means an agreement between Samocat Rus and a Partner which establishes the System Standards which include requirements for maintaining a proper appearance of the Stations and the Microtransport, the geographic locations of the Stations, the level of technical and other maintenance of the Stations, and allocation (relocation) of the Microtransport between/among the Stations. A Partner undertakes to comply with the said Standards by subscribing to the Operating Rules. The current version of the Operating Rules is available in the Internet at the following URL address:  
\_\_\_\_\_.
- 1.9. **“Right Holder”** means SAMOCAT SHARING SYSTEM Limited liability company registered in accordance with the laws of the Russian Federation, with the OGRN (Principal State Registration Number) 5157746074460, which owns the exclusive right to the Software.
- 1.10. **“Software”** means a software package consisting of a number of computer software programs known as the “Samocat Sharing Control System for Microtransport Rental Stations” which includes, among other things:
- 1.10.1. a Microtransport lock control module;
  - 1.10.2. a lock stations and Microtransport control module,
  - 1.10.3. a registration and authorization module for the Users;
  - 1.10.4. a record keeping module for rides;
  - 1.10.5. a supervision module;
  - 1.10.6. a module for acceptance of payments;
  - 1.10.7. a monitoring module for the operation of the Microtransport rental stations; and
  - 1.10.8. mobile applications based on the iOS and Android platforms installed on the Users’ smartphones, which are used for interaction with them.
- 1.11. **“Promo Rental”** means a one-time provision of the Microtransport to a User with a discount (including a 100% discount) for the rental of the Microtransport under any marketing programs and campaigns organized by Samocat Rus and held by a

- Partner. A discount shall be granted on the condition that a User presents a promo code (a QR code or an arbitrary set of digits or letters and digits, entry of the promo code in a mobile application) received by the User electronically and confirming the User's right to a discount.
- 1.12. **“Rental”** means a Partner's activities (including such activities of an Operating Entity which are carried out on behalf of the Operating Entity but in the interests of the Partner under an agreement on the fiduciary management of assets entered into by and between the Partner and the Operating Entity) involving the renting of the Microtransport to the Users through the automatic Microtransport Rental Stations connected to the Software and the direct use of the Software by the Partner. The fact of the renting of the Microtransport and the User receiving the Microtransport is automatically determined in the Personal Office.
- 1.13. **“Settlement Period”** means a period of time used by the Parties for making settlements and determining the amount of the Fee which shall be established in Appendix No. 2 to these Rules.
- 1.14. **“Samocat Rus”** means SAMOCAT RUS Limited Liability Company registered in accordance with the laws of the Russian Federation with the OGRN (Principal State Registration Number) 1187746518772, to which the Right Holder has granted, under a license agreement, the right to use the Software by all the methods contemplated by the Russian civil laws, as well as the right to grant sublicenses to any third parties without a prior consent received from the Right Holder.
- 1.15. **“Samocat Sharing System”** or **“System”** means the system which includes the Software, the Stations, and the System participants enabling its participants acting in the System Territory to derive an income from the renting of the Microtransport to the Users. The System Participants include Samocat Rus, the Partner, the System Participant Partners, and the Operating Entity/Entities.
- 1.16. **“Accession Agreement”** means an agreement entered into by and between Samocat Rus and a Partner signing which the Partner accepts the terms and conditions of these License Rules. The Accession Agreement shall determine the license Territory, the System Territory, and the license validity period. The form of the Accession Agreement is established by Appendix No. 4 to these License Rules.
- 1.17. **“Microtransport Rental Station”** or **“Station”** means a structure with electromechanical locks and pre-installed Software which enables the automatic storage, unlocking, and acceptance of the Microtransport from the Users without any personnel being involved and which operates on the basis of the Partner using the Software.
- 1.18. **“Material Defects”** means any existing defects in the Software execution which makes it impossible and/or materially difficult to use the Software according to its designated purpose.
- 1.19. **“License Territory”** has the meaning defined in the Accession Agreement. A Partner may determine the location of the Stations in the License Territory by agreement with Samocat Rus.

- 1.20. “**System Territory**” means the territory determined as a constituent entity of the Russian Federation, a municipal district, a city district, any other type of municipality, an address landmark, or otherwise within which the System participants are engaged in interaction in accordance with these Rules and any other agreements entered into by and between the participants in such System.
- 1.21. “**Parties**” means a Partner and Samocat Rus when referred to collectively.
- 1.22. “**Operating Entity**” means any legal entity or individual entrepreneur engaged in the centralized operation of the System, allocation (relocation) of the Microtransport among the Stations, as well as periodic technical or other maintenance of the Stations in accordance with the uniform standards for the System.

An Operating Entity shall proceed under an agreement on the fiduciary management of assets entered into with a Partner and the Operating Rules which constitute an agreement between Samocat Rus and the Operating Entity, with the following powers being exercised under the said agreements:

- entering into short-term lease (rental) agreements for the Microtransport with the Users on behalf of itself but in the interests of the Partner and as the fiduciary manager of the Stations;
- allocation of the Microtransport across the Stations of the Partner and the System Participant Partners; and
- technical and other maintenance of the Stations.

An Operating Entity shall be an independent organization in relation to Samocat Rus which has been accredited by Samocat Rus.

## 2. GENERAL PROVISIONS

- 2.1. These license Rules (hereinafter referred to as the “**Rules**”) regulate the procedure for granting the right to use the Software of Samocat Rus and the terms and conditions of the Software use by the Partner.
- 2.2. These Rules are to be published on the website of the Right Holder and/or Samocat Rus and shall also be accessible in the Personal Office.
- 2.3. Under these Rules, Samocat Rus shall grant the Partner the right to use the Software (a sublicense) in accordance with its designated purpose and by using all the methods required for hooking up the Station to the System and interaction with the users and other System Participants.
- 2.4. The Partner shall be granted a non-exclusive (simple) sublicense for the use of the Software on the basis of the above methods within the License Territory, with Samocat Rus retaining the right to use the Software by any methods within the License Territory and in the territory of any countries of the world and with Samocat Rus retaining the right to grant similar sublicenses for the Software to the System Participant Partners and any other persons.

- 2.5. Samocat Rus shall grant the Partner the right to use the Software for a term determined in the Accession Agreement. In any case, the said term may not exceed the term of the exclusive rights to the Software.
- 2.6. The renting rules for the Microtransport and the requirements for compliance by the users with the safety procedures for the use of the Microtransport shall be established by the Partner in the user agreement (Clause 1.1.2 of the Rules) and shall not constitute the subject matter of these Rules.
- 2.7. Any other relations of the Parties (for example: the terms and conditions and any licenses or sublicenses for any other results of intellectual activities which are not included in the Software) shall be documented, where necessary, by individual agreements.
- 2.8. The parties entering into the Microtransport renting relations shall be exclusively the Partner and the Operating Entity, but not Samocat Rus. Any and all risks related to the improper provision of those services shall be borne by the Partner.

### **3. RIGHTS AND DUTIES OF SAMOCAT RUS**

- 3.1. Samocat Rus may receive the License Fee as per Section 6 of these Rules.
- 3.2. Samocat Rus may receive information on the Rental as well as any other information and any supporting documents required for the calculation of the License Fee as per Section 6 of these Rules.
- 3.3. Samocat Rus may conduct marketing and advertising campaigns (promotional events) to disseminate information on the Software and the System, post information on the campaign being held on the website of Samocat Rus, in the Samocat mobile application, as well as in any other resources, including dissemination of the information on any campaigns through the intermediary of any persons with which Samocat Rus has entered into cooperation agreements.
- 3.4. The Right Holder may, at its discretion, correct any errors or change the Software, including modification of the Software, and release any updates to and/or any new versions of the Software without the prior notification of the Partner. Any updates to and/or any new versions of the Software may contain error corrections and/or any new and/or improved function sets.

The Right Holder acknowledges that the rights to the use of the Software granted to the Partner in accordance with these Rules shall include, without limitation, also the right to use any and all subsequent updates to and versions of the Software.

Any and all updates related to error correction and/or modification of the Software functionality will be automatically available for updating for all the Microtransport Rental Stations, without it being necessary to sign a supplementary agreement to these Rules.

- 3.5. Samocat Rus may integrate any software security means into the Software as well as use any license control software to monitor the use of the Software in

- accordance with the applicable laws and the terms and conditions of these Rules without any additional notification of/consent by the Partner.
- 3.6. Samocat Rus undertakes to grant the Partner the right to use the Software and hook up the Microtransport Rental Stations to the Software within the time limit stated in the Accession Agreement which shall be confirmed by the Parties signing a Stations Commissioning Certificate according to the form provided in Appendix No. 3 to these Rules.
- 3.7. Samocat Rus undertakes to engage a Payment Organization to receive payments from the Users in its settlement account due to the Partner for the Rental carried out by the Partner.
- 3.8. Samocat Rus may, at the request of the Partner, post in the Samocat mobile application forming part of the Software electronic copies of the operating documents and certificates for the Microtransport for demonstration of the same to the Users.
- 3.9. Samocat Rus shall carry out any other rights and fulfill any other duties contemplated by the terms and conditions of these Rules.

#### **4. RIGHTS AND DUTIES OF THE PARTNER**

- 4.1. The Partner may use the Software within the License Territory by using the methods contemplated in Clause 2.3 of these Rules, subject to the restrictions stated in the Accession Agreement, these Rules, and/or the Documentation.
- 4.2. The Partner shall keep from perfecting in its name the rights to the Software, marks, brand names, any other results of intellectual activities related to the Samocat Sharing System, or the Documentation in any country of the world, including on the basis of registration or depositing.
- 4.3. The Partner undertakes to enable the lawful arrangement of the Microtransport Rental Stations within the License Territory (having gained the right of possession and use for the relevant land plots or any parts thereof). The Partner undertakes, as requested by Samocat Rus, to provide any documents evidencing the Partner's right to place a Station at a particular location.
- 4.4. The Partner shall obtain Samocat Rus' prior approval of the terms and conditions of any maintenance agreements for the Microtransport Rental Stations and the Microtransport itself, any agreements for their repairs or keeping them clean, or any other contractor or services agreements whereunder the subject matter is the cleaning of or correction of any faults at the Microtransport Rental Stations, as well as the terms and conditions of any agreements with similar subject matters to the extent that the relevant duties shall be fulfilled by any other person rather than the Operating Entity.
- 4.5. The Partner undertakes to comply with the personal data protection laws in respect of the Users' personal data which may be provided by Samocat Rus to the Partner with the consent of the Users for the Partner to carry out its Rental activities.

- 4.6. The Partner may not create or keep any Software copies, including for archival purposes.
- 4.7. The Partner shall keep from doing any acts or things seeking to overcome any built-in technical safeguards or controls for the Software.
- 4.8. In case of any termination of these Rules, the Partner shall fulfill the requirements contemplated in Section 9 of these Rules dealing with the consequences of any termination of the Accession Agreement.
- 4.9. The Partner may not re-engineer, decompile, disassembly, or otherwise attempt to determine the source text (code) of the Software or modify the Software by using any other method or subject to any other terms and conditions than those expressly contemplated by these Rules. No testing, comparison, and/or analysis of the Software unrelated to its normal use for its intended purpose shall be carried out unless agreed to in writing by Samocat Rus in advance. No results of such testing, comparison, and/or analysis obtained may be published or transferred to any third parties unless agreed to in writing by Samocat Rus in advance.
- 4.10. In case of any facts and/or threat discovered of any third parties using the Software unlawfully and/or otherwise breaching the exclusive rights of the Right Holder to the Software, the Partner shall notify Samocat Rus of that fact in writing within five (5) business days of the date on which the Partner came to know about those circumstances having arisen. Once Samocat Rus has received such notification from the Partner, the Parties shall conduct good-faith negotiations within ten (10) business days of the date on which Samocat Rus received the above notification to work out a mutually acceptable decision regarding their further actions to protect the exclusive rights of the Right Holder to the Software.
- 4.11. In case of any claims and/or suits advanced or initiated by any third parties against the Partner regarding any breach of such third parties' rights in connection with the use of the Software, the Partner shall notify Samocat Rus of such claims in writing within five (5) business days of the date of receipt by the Partner of the relevant claims and/or suits. Once Samocat Rus has received the notification stated in this Clause, the Parties shall conduct good-faith negotiations within ten (10) business days of the date of receipt by Samocat Rus of the above notification to work out a mutually acceptable decision regarding their further actions to settle the third-parties' claims and/or suits stated in this Clause.
- 4.12. The Partner undertakes, together with the System Participant Partners, to participate in any promotional activities organized by Samocat Rus in accordance with Clause 3.3 of these Rules in accordance with the procedure which will be communicated to the Partner through its Personal Office as per Clause 13.9 of these Rules.
- 4.13. If a decision is made by the Partner to disassemble and/or relocate any Station, the Partner shall send an appropriate written notice to Samocat Rus not less than one (1) business day prior to such dismantling and/or relocation.
- 4.14. Where the relevant demand is made by Samocat Rus in accordance with the procedure stated in Clause 4.13 of these Rules, the Partner shall carry out the Promo Rental according to the scope and subject to the terms and conditions fixed by Samocat Rus. Where, under the Promo Rental, the Microtransport was



provided to the Users with a 100% discount (i.e. free of charge), such provision of the Microtransport shall not be deemed to be the Rental in the sense contemplated in these Rules and shall not constitute grounds for Samocat Rus to transfer monetary funds to the Partner as the Rental cost to the extent to which the Promo Rental was carried out in the Settlement Period instead of the Rental. Similarly, where the Promo Rental was carried out at a discount totaling less than 100% of the Rental price, then only the amount of monetary funds actually received by Samocat Rus for the Rental shall be taken into account as the Rental cost.

- 4.15. The Partner may only dismantle any Microtransport Rental Stations or change their location if a prior written notice is sent to Samocat Rus in accordance with the procedure contemplated in these Rules. If the said duty is breached, the Partner undertakes to indemnify against Samocat Rus' losses caused to Samocat Rus in connection with the repeated need to hook up and arrange the scooter rental Stations.

## **5. PROCEDURE FOR PROVISION OF SOFTWARE RIGHTS**

- 5.1. The Right Holder shall manufacture and provide the Microtransport Rental Stations to the Partner under a separate supply agreement to be entered into by and between the Right Holder and the Partner.
- 5.2. The Right Holder shall implement the Software into the Microtransport Rental Stations prior to the Stations being transferred to the Partner.
- 5.3. To comply with these Rules, the Partner undertakes, along with the signature of the Accession Agreement to these Rules, to enter into a supply agreement for the Microtransport Rental Stations.
- 5.4. Once the Right Holder has transferred the Microtransport Rental Stations to the Partner, Samocat Rus shall hook up the Microtransport Rental Stations to the Software, specifically: place the Microtransport Rental Stations on the city map / System Territory in the Samocat mobile application, in accordance with the Standard Terms and Conditions for the Set-Up of Stations and Support Provided by Samocat Rus to the Partner (Appendix No. 1 to these Rules). The Partner is aware that, prior to the placement of the Microtransport Rental Stations on the map of the Samocat mobile application, it is impossible to use the Software in any ways contemplated by these Rules just as otherwise, in particular: no orders can be accepted from the Users for the provision by the Partner of the Microtransport Rental services.
- 5.5. The Partner undertakes to comply with the hook-up and placement requirements for the Microtransport Rental Stations established by the Standard Terms and Conditions for the Set-Up of Stations and Support Provided by Samocat Rus to the Partner (Appendix No. 1 to these Rules). The Partner acknowledges that the Software cannot function if the conditions for the territorial placement of the Microtransport Rental Stations have been breached.
- 5.6. Once the Parties have hooked up the Microtransport Rental Stations to the Software and placed the Microtransport Rental Stations on the city map in the

Samocat mobile application, the Parties shall sign Commissioning Certificate for Stations by using the form agreed upon in Appendix No. 3 to these Rules. The right to use the Software shall be deemed to have been granted to the Partner from the signature date by the parties of the Commissioning Certificate for Stations.

## **6. LICENSE FEE AND SETTLEMENT PROCEDURE**

- 6.1. The Parties agree that the Partner undertakes to pay Samocat Rus a fee for the use of the Software (hereinafter referred to as the “**License Fee**”) in the amount, in accordance with the procedure, and within the deadlines fixed in this Section 6 of the Rules.
- 6.2. The Parties agree that the License Fee shall be paid in the form of periodic payments for each Settlement Period at a rate subject to the Rental scope, i.e. a royalty in the form of a specific percentage of the proceeds received by the Partner for the Rental of the Microtransport to the Users in the Settlement Period (subject to the procedure for redistribution of the proceeds from the Rental of the Microtransport and the advertising income between the Partner and the System Participant Partners), in the amount stated in Appendix No. 2 to the Rules.
- 6.3. The final amount of the License Fee shall be calculated in accordance with the Rates fixed in Appendix No. 2 to these Rules on the basis of the information automatically generated from the primary data on the rides obtained from the Software and fully coinciding both for Samocat Rus and the Partner in the Personal Office.
- 6.4. The License Fee rates fixed in Appendix No. 2 to these Rules may be unilaterally revised downward by Samocat Rus. The rates may be increased by no more than 10% per annum and upon the expiry of the first year of these Rules being in effect (three hundred and sixty-five (365) calendar days running from the signature date by the Parties of the Commissioning Certificate for Stations by using the form fixed in Appendix No. 3 to these Rules).
- 6.5. The Partner shall, independently and in due time, review the information and notifications concerning rate variations posted by Samocat Rus in the Personal Office and shall assume the risk any unfavorable consequences related to failure to receive or respond to such communications in due time.
- 6.6. To the extent that it disagrees, for any reason, with any of the rate variations introduced by Samocat Rus, the Partner shall immediately notify Samocat Rus of that fact and discontinue using the Software until the differences have been settled.
- 6.7. If there are no objections received from the Partner regarding the rate variations introduced by Samocat Rus within Five (5) business days of the Partner notification date through Samocat Rus posting information on rate variations in the Personal Office and, equally, if the Partner continues using the Software and the activities related to the rental of the Microtransport to the Users, those facts shall be considered as the Partner's consent to the application of the new rates.

- 6.8. Upon receipt from the Partner of its written refusal to continue cooperation with the application of the new rates within the above deadline and upon the Partner having simultaneously discontinued the use of the Software, the Parties undertake to conduct negotiations and use all possible reasonable endeavors to agree upon new mutually beneficial rates.
- 6.9. If the Parties fail to reach agreement on the approval of new rates, the Accession Agreement is to be rescinded, these Rules shall cease to be effective, and the License Fee amount shall be calculated in proportion to the period of the actual use of the Software in the Settlement Period in which the Accession Agreement was rescinded (with any excess amounts paid to be refunded or any outstanding amounts to be paid up), in accordance with the current (not new) Rates.
- 6.10. If Samocat Rus changes the rates and the Partner agrees to the application of the new rates, such changes are to be applied starting from the Settlement Period following the Settlement Period in which the changes were made.

#### **Settlement Procedure**

- 6.11. The License Fee shall be paid to Samocat Rus and the Rental income (funds transferred by the Users and received by Samocat Rus in its settlement account as per Clause 3.7 of these Rules) shall be paid to the Partner in accordance with the procedure set forth below.
- 6.12. The Rental proceeds during the Settlement Period remitted to the Users shall arrive in the account of the Payment Organization under a separate agreement entered into by and between Samocat Rus and the Payment Organization.
- 6.13. The Rental proceeds received are to be remitted by the Payment Organization to the settlement account of Samocat Rus in the form of a consolidated payment in accordance with the terms and conditions of the agreement entered into by and between Samocat Rus and the Payment Organization.
- 6.14. Samocat Rus shall withhold the following payments from the Rental proceeds:
  - 6.14.1. the License Fee;
  - 6.14.2. payment for the services of the Operating Entity (including the trust management services for the Stations) which shall be withheld under the agreement entered into by and between Samocat Rus and the Operating Entity. The amount of the payment withheld in accordance with this sub-clause of the Rules shall be fixed in Appendix No. 2 to the Agreement.
- 6.15. The data on the proceeds remitted by the Payment Organization to the account of Samocat Rus may be checked and compared by the Parties and is available in the Personal Office.
- 6.16. Any and all costs related to the entry into and performance of the agreement with the Payment Organization and payment for the services of the Payment Organization shall be borne by Samocat Rus.
- 6.17. Samocat Rus undertakes to calculate the License Fee, the Partner's Rental income, and the amounts due to the Operating Entity as payment for its services

- and remit the Partner's Rental income amount to the Partner's settlement account within Ten (10) business days of the Settlement Period ending date.
- 6.18. Along with the Partner's Rental income, the Partner may also be remitted a portion of the Station advertising income to be determined in accordance with Appendix No. 2 to the Agreement.
- 6.19. Upon completion of settlements, Samocat Rus shall, as requested by the Partner, put together and send to the Partner, through the Personal Office, an Accession Agreement Performance Certificate.
- 6.20. Any and all payments toward the performance of these Rules shall be made in the Russian rubles on a non-cash basis.
- 6.21. The date of the fulfillment of Samocat Rus' obligations to remit the Partner's Rental income received in the Settlement Period to the Partner's settlement account shall be deemed to be the date of receipt of the monetary funds in the correspondent account of the Partner's bank.
- 6.22. Each Party shall keep its tax reporting independently and independently pay all the taxes, levies, and any other statutory charges which such Party is to pay as a result of making payments, transactions, and/or performing any other legal and actual actions in connection with the entry into the Accession Agreement and/or performance of these Rules.

## **7. LICENSE SUPPORT**

- 7.1. Samocat Rus shall provide information support (in the form of telephone consultations and/or through electronic mail) for the installation, hook-up, and set-up of the Software as well as concerning any further use of the Software (including the functioning of the Software and any updates) – to the extent, in accordance with the procedure, within the deadlines, by using the methods, and subject to the terms and conditions stipulated in the Documentation. Unless otherwise provided for by these Rules or in any Appendixes hereto, the cost of the standard license support for the Partner is included in the License Fee amount.
- 7.2. The Microtransport Rental Stations as well as the Documentation are provided “as is”, and Samocat Rus provides no other warranties, including, without limitation, no implied warranties of the Software compliance with the requirements and/or expectations of the Partner, the User, and/or any other parties, satisfactory level of the Software quality, possibility of using the Software for any specific purpose, and/or no breach of any third-party rights.
- The Partner agrees that the Software is constantly being modified; therefore, technical problems are possible with its functioning.
- 7.3. Without limiting the generality of the foregoing, Samocat Rus does not guarantee that the Software will function at all times and safely, that the Software will contain no errors, and that the Software will be compatible with any equipment and/or any future product of the Partner, the User, and/or any third parties.

- 7.4. The liability for any possible consequences of using another software together with the Software shall be borne exclusively by the Partner, the User, and/or any other party. For the avoidance of doubt, Samocat Rus shall bear no liability for the (operating) quality of the Partner's equipment and for any related losses caused to the User and/or any other parties, except where the said damages and losses have arisen due to the fault of Samocat Rus, and in that case, the amount of Samocat Rus' liability shall be limited to the actual damages, with no lost profit of the Partner to be collected from Samocat Rus.
- 7.5. Samocat Rus shall bear no liability for any consequences of the Software operation in the event of the Partner editing the Software without assistance or with the involvement of any third parties or in the event of any other interference with the Software. Samocat Rus shall bear no liability for the low quality and operating speed of the Software related to the functioning of the Internet provider networks or the Partner's equipment or software.
- 7.6. The Parties accept and agree that it is not possible, by using any Software programming features, to detect or remove any physical faults in the Microtransport which may result in any damage caused to the Users or any third parties.
- 7.7. In the event of any User claims related to the provision by the Partner of the Rental services, the Partner shall settle any dispute which has arisen without the involvement of Samocat Rus.
- 7.8. Samocat Rus' obligations specified in Clause 7.1 of these Rules as well as any other similar obligations which may be separately assumed by Samocat Rus in respect of the Software shall not apply to the cases where any defect or error in the work of the Software was directly and/or indirectly caused by the violation of the Software use conditions, including, without limitation, using the Software in disregard of the technical or any other conditions and system requirements stated in the Documentation, or by the violation of any applicable laws.

## **8. WARRANTIES AND REPRESENTATIONS**

- 8.1. Each Party (hereinafter referred to as the "**Assuring Party**") warrants and represents to the other Party as follows:
- 8.1.1. The Assuring Party is legally competent and capable and has authority to sign the Accession Agreement and fulfill the obligations under the Accession Agreement and these License Rules;
- 8.1.2. Any and all permissions, consents, confirmations, and licenses required for the Assuring Party to enter into and fulfill the obligations under these Rules have been obtained or provided and are effective and valid;
- 8.1.3. The entry into and performance by the Assuring Party of the Accession Agreement and these License Rules: (a) do not violate the laws applicable to the Assuring Party and (b) do not violate or contradict any

- foundation documents, local regulatory or other instruments of the Assuring Party;
- 8.1.4. No legal proceedings have been initiated (and no application has been filed to that effect) in respect of the Assuring Party as of the Agreement date for declaration of the Assuring Party as being insolvent (bankrupt);
- 8.1.5. The governance bodies of the Assuring Party have taken no decisions to wind up, reorganize, and/or suspend the activities of the Assuring Party, nor have any judicial or other competent authorities taken such decisions; and
- 8.1.6. The Assuring Party is not party to any judicial, administrative, and/or other proceedings (including any arbitration proceedings, mediation procedures, or any other out-of-court dispute settlement procedures), has not entered into any agreements or made any other verbal and/or written arrangements with any third parties, nor does it have any obligations to any third parties, which would make it impossible for the Assuring Party to enter into and/or perform the Accession Agreement.
- 8.2. Each of the warranties and representations made by either Party to the other Party shall be recognized by the Parties as being material for the entry into the Accession Agreement and for the performance of such Accession Agreement and these License Rules. By entering into the Accession Agreement, the Parties rely on each of the applicable warranties and representations contained in this Section of the Rules being trustworthy.
- 8.3. Either Party which has provided the other Party with unreliable warranties and representations stated in this Section of the Rules shall bear liability contemplated by these Rules.

## **9. VALIDITY PERIOD AND TERMINATION OF THE ACCESSION AGREEMENT**

- 9.1. These Rules shall take effect for the Parties from the entry date into the Accession Agreement and shall be binding upon the Parties up to the termination date of the Accession Agreement.
- 9.2. The Agreement may be unilaterally terminated ahead of schedule in any cases contemplated by these Rules and/or the laws of the Russian Federation. In particular, the Agreement may be unilaterally terminated ahead of schedule and out of court in the following cases:
- 9.2.1. The grounds for the early unilateral termination of the Agreement on the initiative of Samocat Rus shall be the violation by the Partner of any of the provisions in Sections 8 or 10 as well as in Clauses 4.2, 4.6, 4.8, and/or 4.10 of these Rules, the alienation by the Partner of the Stations to any other party without a prior notice sent to Samocat Rus in accordance with the procedure contemplated in Clause 9.13 of these Rules, or the Partner sending a notice to Samocat Rus containing its

refusal to accept the restated Standards in accordance with the procedure fixed in Clause 7.4 of the Operating Rules.

- 9.3. Samocat Rus may suspend the effect of these Rules and the Agreement in the following cases:
- 9.3.1. Any violation by the Partner of Clauses 4.5, 4.13, and/or 4.14 of these Rules and/or any of the terms and conditions contained in Appendix No. 1 to these Rules and/or any of the terms and conditions of the Operating Rules., as well as whenever Samocat Rus may unilaterally terminate the Agreement as per Clause 9.2.1 of these Rules.
- 9.4. In case of any grounds for the early unilateral termination of the Agreement, as stated in Clause 9.2 of these Rules, arising, Samocat Rus may send the Partner a written notice of termination of the Agreement stating the grounds and actual circumstances causing the termination of the Agreement. Such notice shall take effect from the date of its receipt by the Partner. In place of sending a notice of termination of the Agreement, Samocat Rus may suspend the Agreement and send an appropriate notice to the Partner in accordance with the procedure established in Clause 9.5 of the Rules.
- 9.5. The Partner that has received a notice of the Agreement suspension shall, within Ten (10) business days of the date of receipt of such notice, send a reply to Samocat Rus substantiating the absence of any violation or stating the circumstances that have caused the violation of these Rules.
- 9.6. Once the procedure contemplated in Clauses 9.3 and 9.5 of these Rules has been complied with, the Parties undertake to use reasonable endeavors to settle the differences and continue cooperation. In the situation at hand has not been resolved, the Agreement shall not be resumed. If the Agreement remains suspended for more than ninety (90) calendar days, its effect shall be terminated automatically.
- 9.7. The Agreement may also be terminated prematurely by mutual agreement of the Parties documented as an appropriate supplementary agreement to the Agreement. At the same time, the Parties undertake to act in good faith and properly fulfill all of its obligations contemplated by these Rules, irrespective of the early termination of the Agreement, unless otherwise stipulated in the relevant supplementary agreement of termination.
- 9.8. The termination of the Agreement shall be without prejudice to the provisions of Section 10 of these Rules.
- 9.9. If the Agreement is terminated by mutual agreement of the Parties or on any other grounds unrelated to the violation of these Rules by the Parties, the Parties shall make final settlements in accordance with the procedure contemplated in Clause 6.9 of these Rules, within Ten (10) business days of the Agreement termination date.
- 9.10. The unilateral early termination of the Agreement by reason of the Partner having violated the terms and conditions of these Rules shall entail the following consequences:

- 9.10.1. The Partner may not demand that Samocat Rus refund the monetary funds received in the Settlement Period in which the relevant violation occurred.
- 9.11. If the Partner intends to alienate the Stations to any third party (i.e. any person which is not a System Participant Partner), the Partner shall notify Samocat Rus in advance of such planned alienation five (5) business days prior to the transaction for Samocat Rus to make a decision on granting the right to use the Software to and concluding an Accession Agreement with such third party.
- 9.12. The Partner is not obliged to notify Samocat Rus in advance of any planned alienation of any Station to any person which is a System Participant Partner.
- 9.13. The Partner shall state in the notice of intention to alienate a Microtransport Rental Station the name, requisite details, and contact data for the third party which is a potential purchaser of the Microtransport Rental Station. Samocat Rus may contact that third party suggesting that it join these Rules in order to grant the third party the right to use the Software following the acquisition by the third party of a Microtransport Rental Station.
- 9.14. If the Partner fails to send a notice of intention to alienate a Microtransport Rental Station or materially violates the terms for sending such notice, Samocat Rus may immediately disconnect the Microtransport Rental Station from the Software and unilaterally terminate these Rules as well as recover any and all damages caused to Samocat Rus through the unlawful use of the Software by a third party.

## 10. CONFIDENTIAL INFORMATION

- 10.1. For the purposes of these Rules, “**Confidential Information**” shall be deemed to be any information provided by either Party (hereinafter referred to as the “**Disclosing Party**”) to the other Party (hereinafter referred to as the “**Receiving Party**”) in connection with the entry into the Agreement and compliance with these Rules, irrespective of whether or not such information has been marked as being confidential at the time of its disclosure and whether or not the storage medium for the Confidential Information has been labeled “Confidential” and/or “Commercially Sensitive Information”, including any information contained in the Documentation, the Personal Office, the access keys and passwords, as well as any other information which the Receiving Party will receive from the Disclosing Party in connection with the entry into the Agreement and compliance with these Rules.
- 10.2. The Receiving Party hereby assures that the Confidential Information received from the Disclosing Party after the date of the entry into the Agreement:
  - 10.2.1. will solely be made available to the persons who need to familiarize themselves with the Confidential Information for the Parties to follow these Rules (in particular: to the employees of, consultants, and/or advisers to the Receiving Party). The Receiving Party hereby guarantees that the persons stated in this sub-clause will, prior to being provided with the Confidential Information, assume obligations to make no



- disclosure of such Confidential Information during the effective period of the confidentiality obligations contemplated by these Rules;
- 10.2.2. will not be used for any purposes other than those of observing these Rules; and
  - 10.2.3. other than the provision of the Confidential Information to the persons listed in Clause 10.2.1 of the Rules, no Confidential Information will be copied or otherwise reproduced, duplicated, or replicated in full or in part, or disclosed (disseminated, transferred, made available, etc.) to any third party in any way without the prior written consent of the Disclosing Party thereto.
- 10.3. For the purposes of these Rules, the disclosure of the Confidential Information shall be understood to mean any act or omission on the part of the Receiving Party resulting in any Confidential Information in any form (verbal, written, or other form, including with the use of any technical means) becoming known to any third parties without the prior written consent of the Disclosing Party or in violation of any provisions of these Rules.
  - 10.4. The Parties agree to make every effort in order to prevent any unlawful receipt, disclosure, and/or use of the Confidential Information by any third parties.
  - 10.5. As requested by the Disclosing Party, the Receiving Party undertakes to make available in writing, within three (3) business days, information on any and all persons to whom the Confidential Information has been disclosed, as well as copies of the confidentiality agreements entered into with those persons.
  - 10.6. Unless otherwise stipulated by these Rules, the confidentiality conditions set forth in this Section shall take effect from the entry date into the Agreement and shall continue for a period of Five (5) years from the Agreement termination date (irrespective of the grounds for such termination).
  - 10.7. No provisions of this Section shall apply to any Confidential Information which:
    - 10.7.1. has become publicly available in the absence of any unlawful actions on the part of the Receiving Party or was already publicly available prior to its disclosure to the Receiving Party;
    - 10.7.2. has been developed by the Receiving Party in good faith and irrespective of the Disclosing Party; or
    - 10.7.3. which the Receiving Party is forced to disclose in accordance with the norms of the applicable laws and/or by decision of any court or any other competent authority, provided that the Receiving Party notifies the Disclosing Party of that fact in detail within three (3) business days of the date on which the Receiving Party became aware of the need to make such disclosure of the Confidential Information and makes best efforts to avoid (if at all possible) or limit such disclosure to the greatest extent possible.
  - 10.8. At the same time, the Partner agrees that Samocat Rus may, at any time and at its own and sole discretion, disclose information on the fact of cooperation with the

Partner (as part of any presentations, publication, public speaking, etc.), including the Partner's name, the description of the Software, and the cooperation period.

## **11. LIABILITY OF THE PARTIES**

- 11.1. If Samocat Rus fails to fulfill and/or improperly fulfills its obligations to pay the proceeds received to the Partner, Samocat Rus shall pay liquidated damages to the Partner for each calendar day of delay in the amount of zero point one percent (0.1 %) of the total overdue payment amount, but no more than 10% of the total amount owed.
- 11.2. Samocat Rus shall render no services to the Users related to the rental of the Microtransport or the functioning of the Microtransport Rental Stations. In this context, Samocat Rus shall bear no liability to the Partner or the Users in connection with the Partner violating the technical conditions of maintaining and using the Microtransport Rental Stations and/or in connection with the Users violating the Microtransport rental rules or the user agreement contained in the Documentation, in connection with the Users or any other persons committing any acts of vandalism in respect of or damaging the Microtransport Rental Stations or the Microtransport items themselves or in connection with the Users doing any acts or things resulting any harm caused to the property or health of any third parties. No claims of the Users against the Partner shall constitute the subject matter of Samocat Rus' liability.
- 11.3. The Parties admit that the liability for any actions performed by the Users when using the Microtransport rental services, including the Users committing any acts of vandalism in respect of or damaging the Microtransport or the Microtransport Rental Stations, committing a theft of the Microtransport or any other equipment, any harm caused by the Users to the property, life, or health of any third parties, or any violation of the Traffic Rules, shall rest with the Users. The amount and form of the Users' liability shall be regulated by the user agreement. Samocat Rus shall bear no liability to the Partner for any actions (omission) on the part of the Users.
- 11.4. The Partner undertakes to compensate Samocat Rus for any and all property losses (within the meaning of Article 406.1 of the Russian Civil Code) and damages in case of any penalties applied to Samocat Rus resulting from any claims, suits, or other filings raised, brought, or made by the Users that are not related to the Software functioning defects, for which Samocat Rus is liable in accordance with the applicable laws and these Rules.
- 11.5. Samocat Rus shall bear no liability to the Partner for any violation by the Users of the obligations to pay for the Microtransport rental services, including: evasion of payment, delay in payment, use of any non-functioning means of payment or bank cards which are not intended for making payments via the Internet or any expired bank cards.

At the same time, the Parties admit that any amounts which are to be recovered from the Users in the event that the Partner's Rental services are actually not used

(payment for canceling a Rental application) shall not constitute the Partner's income nor shall be included in the amount of the proceeds for the Settlement Period for the purposes of their remittance to the Partner in accordance with the Rates (Appendix No. 2 to the Rules).

- 11.6. Either Party that has given unreliable warranties and representations to the other Party, as stated in Section 8 of these Rules, shall compensate the other Party, as requested by it, for any losses caused by those warranties and representations being unreliable. For the avoidance of doubt, any consequences contemplated by this Clause shall apply to the Party that has given unreliable representations, irrespective of whether or not it was aware of such representations being unreliable. The declaration of the Agreement as having not been concluded or as being invalid, standing alone, shall not prevent the consequences contemplated by this Clause from arising.
- 11.7. Either Party whose actions (omission) directly or indirectly caused the unlawful receipt, disclosure (release), and/or use of any Confidential Information by any third parties shall indemnify cover any losses caused to the other Party. No indemnity for losses shall relieve the Parties from the duty to end the violation of these Rules.
- 11.8. The Parties agree to limit the total amount of the Partner's losses to be compensated by Samocat Rus and sustained by the Partner as a direct result of Samocat Rus failing to fulfill and/or improperly fulfilling the obligations contemplated by these Rules to the amount of Samocat Rus' license fee received by Samocat Rus in connection with the use of the Software by the Partner during the Settlement Period in which such non-fulfillment/improper fulfillment of the obligations under these Rules was committed. At the same time, for the avoidance of doubt, only the proven actual damages are subject to compensation. No lost benefit is subject to compensation.
- 11.9. For the avoidance of doubt, any punitive sanctions (penalties, liquidated damages, fines, etc.) for the violation of any obligations by either Party may only be applied by the Parties subject to the Party whose rights were violated sending a prior written demand that such sanctions be applied to the Party violating the obligations. The possibility of applying any punitive sanctions is a right, but not a duty, of the Party whose rights were violated. No punitive sanctions will be applied automatically. At the same time, if the Party whose rights were violated sends an appropriate written demand for payment (set-off, compensation, etc.) of punitive sanctions, the Party that has violated the obligations will be obliged to pay such punitive sanctions for the period from the date when the obligations was to be fulfilled subject to these Rules to the date of the actual fulfillment of such obligation.

## **12. FORCE-MAJEURE CIRCUMSTANCES**

- 12.1. The Parties shall be exempted from liability for any partial or complete non-fulfillment of the obligations contemplated by these Rules and the Agreement if they prove that such non-fulfillment has resulted from any force-majeure

circumstances (circumstances of insuperable force), i.e. any extraordinary and unavoidable circumstances under the given conditions which the Parties could never foresee. The circumstances of insuperable force shall include, in particular, any natural calamities, strikes, fires, floods, explosions, wars (irrespective of whether or not such wars have been declared), civil disturbances, embargoes, catastrophes, or restrictions imposed by any state bodies, provided that the said circumstances have a material unfavorable effect on the Party's ability to fulfill its obligations, such Party has taken all reasonable precautions and alternative measures and exercised due circumspection in order to preclude the effect of such circumstances on the Party's ability to fulfill its obligations and to mitigate their consequences, as well as provided that such Party has fulfilled its notification duty as per Clause 12.3 of these Rules.

- 12.2. The term required by the Parties to fulfill their obligations contemplated by the Rules and the Agreement shall be extended by the time of delay in the fulfillment of the same caused by the circumstances stated in Clause 12.1.
- 12.3. Either Party which is unable to fulfill any contractual obligations assumed in accordance with these Rules as a result of any circumstances of insuperable force arising shall immediately (but not later than five (5) calendar days from the date of such circumstances arising) inform the other Party in writing of the commencement and cessation of the above circumstances and shall also furnish the other Party with evidence of the occurrence of the circumstances of insuperable force within thirty (30) calendar days. An information memorandum, a briefing note, or any other proper documents issued by any competent state authority at the place of the occurrence of the circumstances of insuperable force can be used as evidence.
- 12.4. Absent any arrangement in writing to the contrary between the Parties, the Parties shall continue fulfilling their obligations contemplated by these Rules, with the possibility of their fulfillment unaffected by the circumstances of insuperable force that have arisen, until the cessation of the circumstances of insuperable force.

### **13. NOTICES**

- 13.1. Any and all notices, letters of advice, or communications in connection with the performance of these Rules and the Agreement (hereinafter referred to as the "**Notices**") shall be drawn up in Russian and executed in writing and may be sent by fax, via e-mail, by registered mail, or by courier service, with confirmation of the fact of their receipt, to the actual addresses of the Parties stated in the Agreement.
- 13.2. Notices shall be deemed to have been received by the Parties:
  - 13.2.1. in case of sending by fax or via e-mail, on the date stated in the delivery confirmation by the Party receiving a fax or e-mail message which is held by the sending Party;

- 13.2.2. the Parties shall recognize the documents received by fax or via e-mail as being written evidence; and
- 13.2.3. in case of sending by registered mail or courier service, on the date stated in the confirmation of mail delivery to the receiving Party which is held by the sending Party.
- 13.3. To maintain correspondence and observe these Rules, the Parties may use simple electronic signatures in accordance with the procedure established in these Rules. For those purposes, the provisions of this Section of the Rules operate as an agreement for electronic interaction between the Parties.
- 13.4. Any documents signed by using simple electronic signatures of the Parties in accordance with these Rules shall be recognized by the Parties to be equivalent to hard-copy written documents, provided that the Parties use the e-mail addresses stated in the Agreement. At the same time, the Parties acknowledge that no apposition of the seal of a particular Party to any documents is required.
- 13.5. Under their electronic cooperation, the Parties shall use the e-mail addresses stated in the Agreement as a simple electronic signature.
- 13.6. The Parties may specify any additional addresses (for example: the address of the personal manager and the main contact person) or change the addresses stated in the Agreement by sending a relevant notice to the e-mail address stated in the Agreement or to that changed in accordance with the provisions of these Rules.
- 13.7. During electronic document flow, the signature shall be verified by comparing the e-mail address used to send the relevant message with the e-mail address details specified in the Agreement or with those changed in accordance with this Section of the Rules.
- 13.8. The Parties shall assume any liability and risks related to using their electronic addresses and undertake to grant access thereto by using codes (passwords) solely to their authorized representatives. The Parties undertake to notify each other of any and all cases of unauthorized access to electronic mail within One (1) business day of the date of such unauthorized access.
- 13.9. The Parties also acknowledge the legal force of any actions or notices sent through the Personal Office.
- 13.10. Either Party to the Agreement shall notify the other Party in writing of any changes in its name, the person to whom any Notices are to be sent, or any requisite details for the purposes of this Section of the Rules within three (3) business days of the date of such change having been made, provided that such Notice shall take effect exclusively:
  - 13.10.1. on the date stated in the Notice as the date from which the change takes effect but not before the receipt of the Notice by the relevant Party; or
  - 13.10.2. where the date from which the change takes effect is not specified, on the date occurring three (3) business days following the date on which the Notice was sent.

#### **14. GOVERNING LAW AND DISPUTE SETTLEMENT PROCEDURE**

- 14.1. These Rules and any disputes or claims arising on the basis of these Rules or the Agreement shall be governed by and construed in accordance with the laws of the Russian Federation, without regard to the conflict of laws principles and imperative provisions of the Party's state and/or any provisions directly referred to in the Agreement or in any supplementary agreements between the Parties.
- 14.2. The Parties will settle any and all disputes arising out of the Agreement or these Rules by means of negotiations, with the application of the mandatory complaint procedure.
- 14.3. In case of failure to reach agreement during negotiations within ten (10) calendar days of the date of receipt by either Party of the first written complaint, the dispute shall be subject to settlement in the Arbitration Court of the city of Moscow.
- 14.4. The above complaint shall be sent in compliance with the rules contemplated in Clause 13.1 of these Rules for the Notices, on the organization's letterhead, and signed by the authorized person. There shall be attached to the complaint any documents substantiating the claims asserted by the Party concerned (if the other Party does not have such documents) and the documents confirming the powers of the person who has signed the complaint. The said documents shall be submitted in the form of original documents or properly certified copies. Any complaint sent without any supporting documents shall be deemed to have not been asserted and is not subject to consideration.

## **15. CONCLUDING PROVISIONS**

- 15.1. For the performance of these Rules, the Parties undertake to act reasonably and in good faith. Any statement that the Agreement or these Rules in general or any of their provisions are invalid shall have no legal bearing if the Party referring to the same being invalid is acting in bad faith, in particular: if the behavior of such Party following the conclusion of the Agreement afforded the other Party and/or any third party grounds to rely on the validity of the Agreement.
- 15.2. Each and every section, subsection, or any smaller part of these Rules constitutes a separate obligation and/or provision. To the extent that one or more provisions of these Rules are recognized to be unlawful and/or invalid, such provisions will be deemed to have been removed from these Rules, with all the other provisions of these Rules remaining in full force and effect for the Parties. The Parties undertake to amend the provisions of the Rules which have been recognized to be unlawful and/or invalid so as to reflect the will and lawful interests of the Parties as well as the intentions of the Parties at the time of the entry into the Agreement to the fullest extent.
- 15.3. The Partner may not assign any of its rights or duties under the Agreement or any part thereof without the prior written consent of Samocat Rus to such assignment. Samocat Rus may may assign/transfer any of its rights or duties under the

- Agreement or any part thereof without the prior written consent of the Partner to such assignment.
- 15.4. Samocat Rus may amend these License Rules, except for the Rates, of which the Partner shall be notified through the publishing of any restated versions of the License Rules in the Personal Office. The Rates may be unilaterally changed by Samocat Rus in accordance with the procedure provided in Clauses 6.4 to 6.19 of these License Rules.
- 15.5. The Partner shall be deemed to have assumed an obligation to comply with the License Rules in their restated version if the Partner has not sent a notice of refusal to accept the restated version of the License Rules within five (5) calendar days of the date on which the restated version of the License Rules was published in the Personal Office.
- 15.6. If the Partner sends a notice of refusal to accept the restated version of the License Rules, the consequences set forth in Clause 9.2.1 of the License Rules shall apply.
- 15.7. Samocat Rus shall notify the Partner of any and all changes in the Documentation through any electronic communication facilities by using the addresses stated in the Agreement.
- 15.8. The Parties agree that, where necessary, the text of these Rules may be translated into English or any other language, with the legal terms used in these Rules to be replaced during translation with those having a meaning which is as close to the original term as possible. Unless otherwise agreed upon by the Parties, any expenses for the translation of these Rules shall be borne by the Party stating that such translation is necessary. At the same time, the Russian text of these Rules will prevail.
- 15.9. **Appendices to these Rules:**
- (1) Appendix No. 1 – “Standard Terms and Conditions for the Set-Up of Stations and Support Provided by Samocat Rus to the Partner”;
  - (2) Appendix No. 2 – “License Fee Rates and Payment Procedure” (Rates);
  - (3) Appendix No. 3 – “Commissioning Certificate for Stations” (Form); and
  - (4) Appendix No. 4 – “Agreement on Accession to the License Rules for Granting the Right to Use the Software” (Form).

**Appendix No. 1  
to the License Rules**

**STANDARD TERMS AND CONDITIONS FOR THE SET-UP OF STATIONS AND  
SUPPORT PROVIDED BY SAMOCAT RUS TO THE PARTNER**

1. Provision of consultations by telephone or through video teleconferencing via the Internet on the issues of connecting the Stations to the Samocat Sharing System;
2. Hook-up of automatic machines (i.e. equipment, including, if applicable, the Microtransport Rental Stations, separate modules of the Samocat Sharing system, etc.) to the Samocat Sharing System for round-the-clock operation with continuous monitoring by Samocat Rus.
3. [\_\_\_\_\_].



**Appendix No. 2  
to the License Rules**

**LICENSE FEE RATES AND PAYMENT PROCEDURE**

1. The Rental cost of the User and the pricing conditions shall be established by the Partner subject to approval by Samocat Rus.
2. From the proceeds earned from one Rental sold by the Partner, Samocat Rus shall withhold the following payments:
3. If the user receives and returns the Microtransport to the Microtransport Rental Station owned by the Partner:
  - 3.1. **20%** of the proceeds shall be withheld by Samocat Rus as a license fee for granting the Partner the right use the Software;
  - 3.2. **20%** of the proceeds shall be withheld by Samocat Rus as payment for the maintenance of the Stations by the Operating Entity (including the Microtransport allocation services) and for the trust management of the Stations by the Operating Entity; and
  - 3.3. **60%** of the proceeds shall be remitted to the Partner.
4. If the User receives the Microtransport at the Microtransport Rental Station owned by the Partner and returns the Microtransport to the Microtransport Rental Station owned by a System Participant Partner (and vice versa):
  - 4.1. **20%** of the proceeds shall be withheld by Samocat Rus as a license fee for granting the Partner the right use the Software;
  - 4.2. **10%** of the proceeds shall be withheld by Samocat Rus as payment for the maintenance of the Partner's Station by the Operating Entity (including the Microtransport allocation services) and for the trust management of the Partner's Station by the Operating Entity;
  - 4.3. **10%** of the proceeds shall be withheld by Samocat Rus as payment for the maintenance of the System Participant Partner's Station by the Operating Entity (including the Microtransport allocation services) and for the trust management of the System Participant Partner's Station by the Operating Entity;
  - 4.4. **30%** of the proceeds shall be transferred to the System Participant Partner from/to the Microtransport Rental Station of which the Microtransport Rental Station was issued to / returned by the User; and
  - 4.5. **30%** of the proceeds shall be remitted to the Partner.
5. Where the Partner services the Station without assistance, then the amount of the relevant payment due to the Operating Entity as per Clause 3.2 of this Appendix shall be reduced to        % of the proceeds.

6. Where the Partner and/or the System Participant Partner (if the User returns the Microtransport to the Station owned by such System Participant Partner or, conversely, has received the Microtransport at the Station of such System Participant Partner) services the Station without assistance, then the amount of the relevant payment due to the Operating Entity as per Clauses 4.2 and 4.3 of this Appendix shall be reduced to [REDACTED] % of the proceeds.
7. The withholding of the payments from the proceeds in accordance with the procedure contemplated in Sections 3 and 4 of these Rules shall be carried out by Samocat Rus at the end of a Settlement Period in accordance with Section 6 of the Rules.
8. The Partner gives a commission to Samocat Rus to make payments to the Operating Entity on behalf of the Partner remitting the funds stated in Clauses 3.2 and 4.2 of this Appendix.
9. The Settlement Period equals [REDACTED]. The Settlement Period starts to be calculated from the signature Date by the Parties of the Commissioning Certificate for Stations.
10. Where the final amount of the Rental proceeds in the Settlement Period is less than [REDACTED] ([REDACTED]) rubles, Samocat Rus shall withhold the minimum guaranteed License Fee in the amount of [REDACTED] ([REDACTED]) rubles.

In this case, the procedure for withholding payments from the proceeds determined in Clauses 3 and 4 of this Appendix is to be changed proportionately, subject to which percentage of the amount of the proceeds for the Settlement Period constitutes the minimum guaranteed license fee of Samocat Rus.

**Appendix No. 3  
to the License Rules**

*(Certificate Form)*

**COMMISSIONING CERTIFICATE FOR STATIONS**

1. The Parties have signed this Commissioning Certificate for Stations to certify the fact of connecting the Microtransport Rental Stations to the Software and the fact of granting the Partner the rights to use the Software.
2. The Partner acknowledges that the Software has been connected to the Microtransport Rental Station and is available for use by using the methods stated in the Rules, while the Microtransport Rental Stations have been placed on the map in the “Samocat” mobile application. The operability of the Software and the fact of connecting the Microtransport Rental Stations to the Software are certified by the Partner as of the signature date of this Certificate.
3. The right to use the Software has been granted to the extent, in the form, and within the fixed deadlines agreed upon in the Rules.
4. The Partner has no claims related to the provision of the rights to the Software, the operation of the Microtransport Rental Stations, and the Software documentation.
5. This Certificate has been drawn up in two counterparts, one counterpart for each of the Parties, and, if applicable, constitutes grounds for further settlements between the Parties.

**Samocat Rus:**

Samocat RUS LLC

General Director

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V.I. Bykov

Seal

**Partner:**

[General Director]

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Seal