

AGREEMENT
on use of electronic documents and recognition
of handwritten signature analogue in Raiffeisen CONNECT system

CJSC "Raiffeisenbank" (hereinafter referred to as the "Bank"), represented by Mr. Sergei A. Monin, Deputy Chairman of the Managing Board, acting pursuant to the Charter and the Order № 782 from 05.09.2011, and Mr./Mrs. _____ (hereinafter referred to as the "Client"), on the other hand (jointly hereinafter referred to as the "Parties"), have concluded this Agreement on use of electronic documents and recognition of handwritten signature analogue in Raiffeisen CONNECT system of processing and transfer of electronic documents (hereinafter referred to as the "System").

1 SUBJECT OF AGREEMENT

1.1 This Agreement shall determine the procedure of rendering of banking services through the System by the BANK to the CLIENT.

1.2 The BANK shall register the CLIENT within the System and provide necessary software (and/or hardware) support. The procedure of the CLIENT's registration within the System and conducting of operations shall be established under the "General Terms and Conditions of Servicing the Bank Accounts, Deposits and Consumer Loans", placed on the BANK's web-server at the following address: www.raiffeisen.ru (hereinafter referred to as the "Rules").

1.3 The Parties shall acknowledge that electronic documents attested by an handwritten signature analogue (hereinafter referred to as the "HSA") shall be equivalent to hardcopy documents manually signed by the Parties.

2 PROVISION AND MAINTENANCE OF SOFTWARE

2.1 Software tools to form HSA and protection of electronic document shall be provided by the BANK.

2.2 Software tools shall be delivered:

- on magnetic or any other carrier at corporal appearance of the CLIENT to the BANK;
- by means of copying (installation) of necessary information (a program) from the web-server of the BANK.

2.3 A package of software shall include a program designed for HSA genuineness verification as well as instruction on its installation, adjustment and operation. A copy of the above specified program shall be resident at the System web-server. A copy of the program designed for HSA genuineness verification shall be transferred to a depository of the Moscow notary public specifying the date of transfer at the web-server of the BANK.

2.4 Subject to a written consent of the BANK, the CLIENT shall have the right to make copies of the software without the right of commercial use and transfer to any other person.

2.5 The Parties shall independently generate and keep public and privacy keys for HSA.

2.6 Each Party shall create a check copy of its public key for settlement of any possible conflict situations. Check copies of public keys shall be kept by each Party in places inaccessible for unauthorized persons. The CLIENT's public key shall be kept with the BANK in the electronic register of keys.

2.7 The BANK shall guarantee all necessary telephone consultations in respect of installation and maintenance of the software within the term of this Agreement. These consultations shall be given by telephone numbers specified at the web-server of the BANK within its working hours.

3 OBLIGATIONS AND RESPONSIBILITY OF THE PARTIES

3.1 The CLIENT shall have the following obligations:

- to observe the Rules;
- to pay for services rendered by the BANK in accordance with its current tariffs;
- to keep secrecy of the Password used within the System and not to transfer it to any third persons

(including the BANK's employees);

- to notify the BANK of any attempts of unauthorized access to the CLIENT's personal information within the System;

- to notify the BANK by telephone or by e-mail of all illegal operations, a lack of control over the software and HSA carriers within one hour from the time of such a discovery. Otherwise, the BANK shall not bear any responsibility for sums illegally written off.

3.2 In case the BANK mistakenly places any sums not owned by the CLIENT on the CLIENT's account, the CLIENT shall be obliged to refund these sums to the BANK within **3** (three) working days from the date of receipt of the BANK's notification of this illegal placement. The BANK may either send this notification by e-mail or deliver it in the form of a hardcopy document.

3.3 In case the CLIENT fails to refund the sums mistakenly placed on its account within the time specified above, the BANK shall have the right to directly debit these sums notifying the CLIENT hereof by e-mail at the address designated to it at the time of registration.

3.4 The CLIENT shall be obliged to provide functionality of and possibility to use its personal computer and/or any other equipment necessary for access to manage its personal account through the BANK's interface.

3.5 The CLIENT shall bear full responsibility for safety of the privacy key, passwords and any other information, became known to it in connection with this Agreement.

3.6 Each Party shall be obliged to assume measures for safety and protection of its privacy keys from unauthorized access.

3.7 The BANK shall have the following obligations:

3.7.1 to register the CLIENT within the time subject to technical capabilities of the System, however at least **3** (three) working days from the time of receipt of duly executed documents provided for by the Rules and the effective legislations of the Russian Federation.

3.7.2 To provide the CLIENT with information concerning all changes in the Rules by placement of necessary information on the WEB-server of the BANK.

3.8 The BANK shall not bear responsibility for losses incurred by the CLIENT as a result of:

- inaccuracy of information received from the CLIENT;
- switching off communication lines, failure of power supply or failures and delays in access to banking services through the System due to circumstances lying beyond the BANK's control;
- user's violation of the Rules;

3.9 The BANK shall have the right to suspend servicing of the CLIENT within the System in the following cases:

- the CLIENT violates the established Rules;
- the CLIENT failed to provide the BANK documents confirming its personal data.

3.10 The BANK shall have the right to temporarily block access to the System without preliminary notification of the CLIENT, if the BANK thinks that this measure is necessary for the System's safety or in case of obtaining any information forcing the BANK to do so.

3.11 The BANK shall have the right to suspend or to limit servicing and/or access of the CLIENT to the System sending to the CLIENT a relevant notification by any accessible means (by e-mail, telephone, etc.).

3.12 The Party, which failed to fulfill or improperly fulfilled its obligations under this Agreement shall be released from responsibility, should this failure to fulfill or improper fulfillment was caused by force majeure, i.e. circumstances, which could not be foreseen or prevented in a given situation, namely: acts of God, accidents, acts of authorities, military actions, epidemics, etc.

3.13 The Parties shall bear responsibility in accordance with the effective legislation for non-fulfillment or improper fulfillment of their obligations hereunder, including unauthorized access to information stored within the System and creation, use and distribution of maleficent programs.

3.14 Each Party hereto shall be obliged to fulfill all obligations arising out of documents having HSA of the Parties from the time of notification by the other Party of any compromise or loss of a secret key.

4 PROCEDURE OF SETTLEMENTS

4.1 The BANK shall charge payment on a non-acceptance basis out of funds placed on the CLIENT's

account in accordance with the effective tariffs of the BANK for rendering services, provision of necessary software, conducting of operations on the CLIENT's account.

4.2 The BANK shall have the right to unilaterally change tariffs for conducting of operations subject to preliminary notification of the CLIENT hereof prior to 30 (thirty) calendar days to their commencement by e-mail at the address designated to it at the time of registration.

4.3 The BANK shall publish new tariffs at its web-server 30 (thirty) calendar days prior to their commencement.

5 DISPUTE SETTLEMENT

5.1 Any disputes, which may arise between the Parties in respect of genuineness of documents having HSA shall be settled in accordance with the procedure of dispute reconciliation stipulated in this Agreement. Burden of evidence shall be borne by the Party declared violation of its rights and legitimate interests.

5.2 If either of the Parties asserts that a document signed by HSA and another Party rejects HSA, then conciliation commission consisting of equal number of representatives of both Parties shall be formed. Powers of members of this commission shall be confirmed by powers of attorney.

5.3 The conciliation commission shall be provided with following materials:

5.3.1 The Party insisting on availability of signature shall provide a disputable electronic document having HSA in the file form;

5.3.2 The Parties shall provide their copies of software for HSA genuineness verification;

5.3.3 The Parties shall provide a copy of a program designed for HSA genuineness verification, jointly withdrawn from the notary's depositary;

5.3.4 Check copies of public keys kept by the Parties.

5.4 The conciliation commission shall take the following actions for verification of a document having disputable HSA:

5.4.1 Comparison of public keys provided by the Parties;

5.4.2 Comparison of copies of software designed for HSA genuineness verification. In case of variant reading the software kept in the notary's depositary shall be used for further verification;

5.4.3 Verification of correctness of HSA put under a disputable document using the program specified in paragraph 5.4.2 applying a public key, which correctness is established in accordance with paragraph 5.4.1.

5.5 Results of work of the conciliation commission shall be reflected in a deed to be signed by all members of the commission. Members of the conciliation commission, who do not agree with the opinion of the majority shall sign the above deed with their objections attached to it.

5.6 A signature shall be recognized as false or genuine depending on results of the verification. The conciliation commission shall make a conclusion on the Parties' fault for reasons of disagreement. The Parties shall recognize a decision made by the conciliation commission as binding for them.

5.7 The procedure for verification of genuineness of an electronic document and HSA established by this Agreement shall be binding for the conciliation commission. The Parties may adjust the procedure through conclusion of additional agreements.

5.8 In case either of the Parties avoids formation of the conciliation commission, the other Party shall have the right to appoint at its own discretion three independent experts to draw up an opinion on the question of genuineness of HSA under dispute. Experts' opinion shall be binding for the Parties.

5.9 All costs on carrying out of the reconciliation procedure shall be borne by the Party declared violation of its rights and legitimate interests. In case claims of the Party declared violation of its rights and legitimate interests are recognized as lawful, the Party guilty in violation of the right shall be obliged to compensate the affected Party for all costs incurred in connection with violation of the right within 5 (five) days from the date of drawing up of the deed or the experts' opinion.

6 TERM OF AGREEMENT, FINAL PROVISIONS

6.1 This Agreement shall come into force from the time of its signature by the Parties.

6.2 Either of the Parties shall have the right to cancel this Agreement subject to preliminary notification of the other Party hereof in writing 30 days prior to the expected date of such a

cancellation. In case of termination of the Contract (contracts) on procedure and conditions of servicing of banking accounts (including possibility of use of banking cards), this Agreement shall be automatically terminated.

6.3 Any other provisions not stipulated in this Agreement shall be governed by the Contract (contracts) on procedure and conditions of servicing of banking accounts (including possibility of use of banking cards). In case of any contradictions between this Agreement and the Contract (contracts), provisions of this Agreement shall prevail.

6.4 Any disputes, arising out of this Agreement or in connection herewith, which the Parties cannot settle by means of amicable negotiations shall be considered by Meschansky Intermunicipal Court of Moscow excluding jurisdiction to any other courts (article 120 State Procedural Code of the Russian Federation).

7 REQUISITES AND SIGNATURES OF THE PARTIES

BANK:

CJSC "Raiffeisenbank" 129090, Moscow, Troitskaya Str. 17/1
Correspondent account 30101810200000000700 opened with Operational
Department of General Office of Central Bank of Moscow,
BIC 044525700, INN 7744000302

CLIENT: _____

Passport of series: _____

issued by: _____

date of issue: _____