Public Contract

(Terms and regulations provide services of «BCH «UCB» LLC)

Kyiv

2019 September 12

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1. General provisions

Limited Liability Company «BUREAU OF CREDIT HISTORY «UKRAINIAN CREDIT BUREAU» (abbreviated «BCH «UCB» LLC), License of the State Commission for Regulation of Financial Services Markets of Ukraine from 2010 October 15 on the conduct of economic activity related to the collection, processing, storage, protection, use credit history information, series A Γ # 505526 (validity period – perpetual), hereinafter referred to as – Bureau, guided by the legislation of Ukraine, publicly offers a wide and unlimited circle of persons of economic entities entrepreneurs the opportunity to receive Bureau's services, for what it publishes terms and conditions for providing information services (hereinafter – Public Contract).

1.1. Terms and concepts used in the Contract

(User) – a business entity (an individual or legal person) that concludes credit transactions and, in accordance with this Public Contract, has the right to provide and receive information constituting a credit history in the form of a complete or partial Credit report and other products of the Bureau.

«Credit transaction» – the transaction for which arises, changes or terminates the obligation of an individual or legal person to pay back to the User for a certain time in the future (including insurance Contract).

«**Credit history**» – a set of information the legal or individual person about with its identification, information about its fulfillment of obligations under credit agreements, other open information, which is formed by the Bureau in accordance with Art. 5 of the Law of Ukraine «On the organization of the formation and circulation of credit histories», and which consists of four parts:

- person identification information (verification);
- person bond subject information;
- set of documented person information on the identity of the state registers and other public databases, public domain sources;
- credit history transactions information about.

«Credit report» – an information set of the borrower's credit history about, which identifies him, information the fulfillment of his obligations on credit transactions about, other public information under the Law of Ukraine «On Organization of Formation and Circulation of Credit Histories», provided by the Bureau in accordance with the procedure provided for by this agreement and is full or partial display it credit story.

«Credit score» – special form of a credit report is displayed in digital format.

«Person of Credit History» («User's Client») – any individual or entity that has entered into a credit transaction, and which one via Credit history Bureau formed on the basis of written consent him for the collection, storage, use and distribution its person information.

«Consent (permission) the Person of Credit History» – the written consent of the person of credit history to create it Credit history by Bureau, namely: the collection and transmission of information constituting its Credit History by Bureau, its verification, storage, processing, use and distribution through the Bureau, as well as receiving the User from Bureau the Information, which is the Credit History in Credit Report form about Person of Credit History during the conclusion and the term of the Credit Transaction. Consent may be granted by Person of Credit History as a separate document as included in the text of another document, questionnaire, application for credit or in the body of the Credit Transaction itself.

«Connection to the system» – the mode of operation of User and Bureau, during which the Parties determine and implement:

- technical and organizational conditions of cooperation;
- coordination of internal business processes and procedures of the Parties and the manner of cooperation;
- adaptation of hardware and software of the User to work with the Bureau software System;
- connection of User to the program complex of Bureau for data exchange;
- testing the work of the Bureau software complex in conjunction with the User's software system in order to ensure the correctness, completeness and quality of providing information.

«User's Administrator» – Authorized person of the User, has official authority to engage in interaction on behalf of User with Bureau, obtaining the necessary data (login and password) for authorization and logon, as well as the independent registration of other performers (employees of the User) for work with Bureau, hereinafter referred to as «Contractor», within its organization.

«Bureau System» (System) – integrated system provides collection, processing, storage and transmission of information constituting a Credit history.

«Official Website of the Bureau» – Network Internet site: <u>http://www.creditua.com/</u>.

1.2. Scope of the Contract

1.2.1. In accordance with and on the terms of this Public Contract, the Bureau provides the User with services for the organization of access to the System in order to obtain Credit Histories and other information that the Bureau is entitled to provide under the Law of Ukraine «On Organization of Formation and Circulation of Credit Histories», in the form of Credit Reports, exchange and use of information constituting credit histories about persons who have applied for services to the User (hereinafter – Services).

1.2.2. A critical condition of reception the Credit History information is obtaining written consent (permission) from the person who has addressed to the User, which can be expressed as well a separate written statement, as contained in the text of another written document signed by this person.

1.2.3. All Party actions, technical procedures, actions of third parties arising from the terms of this Public Contract are regulated by Law of Ukraine «On Organization of Formation and Circulation of Credit Histories» # 2704-IV, Law of Ukraine «About protection of personal data» # 2297-VI, Law of Ukraine «About banks and banking» # 2121-III, Law of Ukraine «About information» # 2657-XII, other applicable laws and regulations of Ukraine, as well as the Bureau Regulation.

1.3. Rights and responsibilities of the Parties

1.3.1. User has the right:

- to submit requests in electronic form to Bureau for receiving from Bureau the Credit Reports;
- for receiving information from the Bureau in the electronic form of Credit Reports;
- to receive an electronic version of the protocol of registered appeals to the System of its employees;
- to receive the necessary clarifications and consultations from Bureau related to the fulfillment of their obligations under this Public Contract and the Contract-Application.

1.3.2. Bureau has the right:

- to check User compliance with the conditions of this Public Contract and the Contract-Application;
- to carry out routine maintenance in the system, the time of which does not exceed ten (10) percent of the total time of the provision of services within this Public Contract;
- to request the removal of violations, or to suspend the Contract-Application, or to terminate the Contract-Application beforehand unilaterally in case of non-fulfillment or improper performance by the User of the terms of this Public Contract or the Contract-Application. Early termination of the Contract-Application is unilaterally executed in accordance with clause 7.4 of this Public Contract;
- to receive from the User relevant information relating to the conditions of this Public Contract and the Contract-Application;
- to temporarily suspend the provision of services to the User in case of detecting violations of the User's instructions for using the System, the absence of the permission of the User to process personal information, as well as the systematic incorrect execution of searches for receipt of Credit Reports, and other violations;
- to temporarily suspend the provision of services to the User in case of not receiving from him the acts of acceptance-transfer of services rendered for the previous month during the month following the reporting;
- to suspend the provision of services to the User in case of absence of payment on his part within 30 (thirty) calendar days from the day the invoice is received for payment.

1.3.3. User must:

- accept the services of the Bureau, in time and in full to pay their cost under the Contract-Application;
- provide equipment for a computer workstation to work with the Bureau with the necessary software and hardware to access the Internet;
- organize and maintain at their own expense the maintenance and support of communication channels for the exchange of information in electronic form with the Bureau's System;
- create a user's working group under the operational management of the authorized person of the User (the User's Administrator of the), which regulates the operations of this group with System;
- provide training for work with Bureau's information for User's employees will work with the System;
- enforce User's employees fulfillment of requirements for access to the System, to familiarize authorized persons with the fact that any information received from the System is a banking and commercial secret, and also to warn about the responsibility for its provision or disclosure to third parties;
- use the provided login and password for access to the System to identify the User's employee;

- inform the Bureau about the authorized person of the User (User's Administrator) and users have received passwords for access to the System within 10 (ten) working days after signing the Contract-Application (according to Law of Ukraine # 2704-IV Article 7, paragraph 2b);
- ensure preservation the logins and passwords of access to information from the Bureau in secret and prevent the use of login and access passwords by other persons. Notify the Bureau immediately about the fact discovery of third-party use of the user's login and password of access, or the suspicion of using a login and password by third parties;
- immediately inform the Bureau about these cases and events:
 - any event and / or action that led or could lead to unauthorized use of login and password to access information from the Bureau;
 - loss of control over the login and password to access information through the Bureau of password compromise;
- do not use the password for access to information from the Bureau in case of its compromise;
- to inform the Bureau about the dismissal of the User's Administrator within 3 (three) business days from the date of his release in order to cancel his login and access password to the Bureau;
- agree that the result of the verification of data received from the Bureau is informational in nature and is not the only and sufficient reason for the user to accept further decisions regarding the provision of services to the persons who have addressed them to him;
- sign and send to the Bureau's address one copy of the Act of Acceptance the Services within 3 (three) days from the date of its receipt.

1.3.4. Bureau must:

- to provide information to the User upon request on-line in the Internet-wide area network in the format of https-pages, as well as in other formats of electronic documents, with the consent of the Parties, subject to compliance with clause 1.2.2 of this Public Contract;
- include the fact of concluding this Public Contract and the Contract-Application with the User and all information received by them under these Agreements to confidential information;
- use the information that became known to him within the framework of this Public Contract and the Contract-Application, with the sole purpose of rendering services to the User and other purposes envisaged by the Law of Ukraine «On Organization of Formation and Circulation of Credit Histories» # 2704-IV;
- give the Administrator of the User within 3 (three) business days from the receipt of the written application of the User's personal identifier (login) and administrative password for the right to carry out the following operations with the System:
 - creation and block users;
 - authorizing access to the services of the Bureau;
 - limitations of IP-addresses to access the services of the Bureau;
 - review and obtain reports of the group and so on;
- no later than the 5th day of each calendar month, send to the User for the signature in 2 copies the Act of Acceptance the Services (hereinafter referred to as the "Act") drawn up by the Bureau on the basis of the electronic protocol, for the period from the first to the last day of the previous month. The form of the Act of Acceptance the Services is given in Appendix # 5 «Act of Acceptance the Services» to this Public Contract, which is an integral part of it;
- warn (in writing or by e-mail on the website of the Bureau) of possible interruptions in the work of the Bureau in connection with the need for technical and preventive maintenance works to be carried out after 21 (twenty one) hours, except for cases when due to the urgency of conducting such works the warning can't be made. In cases of technical and preventive maintenance, the Bureau's continuous work is not guaranteed and the Bureau does not bear the responsibility provided for in the Public Contract and the Contract-Application as well as the current legislation of Ukraine;

- change the order of access to the System within 6 (six) hours after the receipt the User's message about the need to change the passwords and / or the list of users of the System;
- inform the User in writing about the change of tariffs not later than 30 (thirty) calendar days before the introduction of new tariffs. Failure of the Bureau during this period of any written objections or suggestions from the User is confirmation of his agreement with the new tariff rate.

1.4. Assurance

1.4.1. User accepts the terms and conditions for the provision of information services assures the following: User is a business entity duly registered and legally existing in accordance with the national law relating to the Person of Credit History by acting obligations or intentions on the conclusion of credit agreements (in accordance with the terms and concepts used for the purposes of this Public Contract).

1.4.2. User is obliged to adhere to the assurances given above in this clause of the Public Contract during the entire duration of the Contract-Application.

1.5. Responsibilities of the Parties

1.5.1. For non-fulfillment or improper fulfillment of the terms of this Public Contract and the Contract-Application, the Parties are liable in accordance with the current legislation of Ukraine.

1.5.2. The Bureau is not responsible for the failure of the Person of Credit History to fulfill his obligations to the User or to cause him another damage from the Person of Credit History.

1.5.3. The User undertakes to indemnify the Bureau of losses incurred at the Bureau as a result of providing false assurances.

1.5.4. The User is responsible for providing the Bureau with inaccurate information about a Person of Credit History in accordance with the current legislation of Ukraine.

1.5.5. If the Bureau establishes the fact of the violation by the User of the mode of storage and use of confidential information provided to him in the form of a Credit Report, the Bureau reserves the right to request the removal of these violations or to contact the relevant information to the controlling bodies.

1.5.6. The Bureau is liable to the User for compliance with the privacy regime of the information received from the User under the current legislation of Ukraine.

1.5.7. In the event of the fault of the User in disclosing information constituting the Credit History during its transfer to the Bureau, and further legitimate receipt of such information by another User, the Bureau shall not be liable to the individuals of credit histories and other Users.

2. Providing Bureau Services (information services)

2.1. Providing the User of the services of the Bureau (informational service) is carried out in accordance with the legislation of Ukraine and is regulated by Law of Ukraine «On Organization of Formation and Circulation of Credit Histories» # 2704-IV, Law of Ukraine «About banks and banking» # 2121-III, Law of Ukraine «On Credit Unions» # 2908-III, Law of Ukraine «About information» # 2657-XII, Law of Ukraine «About access to public information» # 2939-VI, Law of Ukraine «About protection of personal data» # 2297-VI, Licensing Terms of conducting business activities related to the collection, processing, storage, protection, use of information, which is a credit history, approved by the Order of the State Committee for Regulatory Policy and Entrepreneurship, the Ministry of Justice of Ukraine, regulatory legal acts of Ukraine, as well as, respectively to Public Contract (Terms and Conditions of Provision of Information Services), the Contract-Application and Tariffs of the Bureau.

2.2. These Public Contract and Contract-Application to provide services «BCH «UCB» LLC, duly completed and signed by the User and the Bureau, collectively concluded between the User and the Bureau and in aggregate there is a Contract to provide services by «BCH «UCB» LLC to User.

2.3. The provision of the Service Bureau to the User in the form of Credit Reports is carried out at his request to the Bureau by sending an electronic appeal to the Bureau's electronic address in the format determined by the Bureau.

2.4. The system provides information to the user both as manually as in automatic mode. Information from the Bureau is provided in the form of both complete and partial Credit Report, namely:

complete Credit report includes the following items:

- identification of the person (Person of Credit History);
- information financial liabilities entity about;
- information business reputation of a person about;
- other information on the Person of Credit History from public domain sources that can affect the relationship with the User entity, including information about disloyal actions of a person (negative credit history).

partial Credit report: there are no elements from the above list.

2.5. In order to form the Credit History of its clients on the basis of this Public Contract, the User, upon concluding a credit transaction and obtaining written consent of a Person of Credit History, may provide to the Bureau information which consists of information identifying an individual or legal person, information about its execution for this purpose credit transaction of monetary obligations in the form of records of credit histories, information of the disloyal relations of the person with the User, and the Bureau in turn should accept from the User such information and ensure its proper processing, formation, storage, protection and further use by the users of the Bureau.

The transmission of information is carried out in accordance with the Act of Acceptance the Services (Appendix # 5 to this Public Contract).

2.6. The information constitutes Credit History is retained by the Bureau within a ten-year period after the termination of the credit transaction, and information related to the Credit History and the request registry – within 3 (three) years from the date of receipt of such request.

3. Fees and payment

3.1. User pays for the services rendered from the date of conclusion of the Contract according to the chosen tariff plan (look Appendix # 2). Payment of services is carried out in non-cash form, in UAH.

3.2. In carrying out calculations with the Bureau user uses the following wording purpose of payment: «For services on organization of access to the System in accordance with the Contract #_____ dated 20__ ____, including VAT (20%)».

3.3. The Bureau shall send to the User, not later than the 5 (fifth) day of each calendar month, signed 2 (two) copies of the Act of Acceptance the Services and invoice for the payment of these services to the User.

Within 5 (five) working days from the date of receipt, the User undertakes to consider, sign and send to the Bureau the Act of Acceptance the Services or provide a motivated refusal to sign it with the justification of the reasons for such refusal.

The User's refusal from the signing of the Act of Acceptance the Services may be in the case of discrepancies in the data of the Act with the data of the User and must be supported by a reference to their own documents, which are duly acknowledged and attached to this refusal.

3.4. Services under this Contract are deemed to be provided after the Parties have signed the Act of Acceptance the Services (Appendix # 5).

3.5. For the services rendered, the User within 5 (five) business days from the date of signing by the Parties of the Act of Acceptance the Services and receipt of the invoice for payment shall transfer the Bureau to its current account, specified in the details of the Act of Acceptance the Services and the invoice, the amount according to Act of Acceptance the Services.

3.6. The Bureau may suspend the provision of services to the User in case of absence of payment on his part within 30 (thirty) calendar days from the day the invoice is received for payment.

4. The circumstances force majeure (force majeure)

4.1. The Parties shall be released from liability for the total or partial non-fulfillment of their obligations under this Public Contract and / or the Contract-Application if it has been the result of circumstances of force majeure, including fires, floods, earthquakes, other natural disasters, military actions that may arise after the signing of this Public Contract and the Contract-Application. At the same time, the period of non-fulfillment of obligations under this Public contract and / or the Contract-Application is prolonged according to the time during which such circumstances acted.

4.2. The Party, for which the inability to fulfill its obligations under this Public Contract and / or the Contract-Application, is obligated not later than 5 (five) business days from the moment of occurrence of the circumstances specified in paragraph 4.1 of Public Contract shall notify the other Party in writing of their occurrence, indicating their possible term of their termination and termination. The facts set forth in the notice must be confirmed by the relevant certificates of the National Chamber of Commerce or other competent state bodies.

4.3. In the event of non-notification of the other Party or non-confirmation of force majeure, the Party loses the right to rely on these circumstances and is not released from liability for failure to fulfill its obligations under this Public Contract and the Contract-Application.

4.4. If, by virtue of force majeure circumstances, which last for more than one month, there is a probability of a total or partial non-fulfillment of the obligations assumed by the Parties under this Public Contract and / or the Contract-Application, each Party has the right to terminate the Contract-Application.

5. Settlement of Disputes

5.1. All disputes arising from this Public Contract or related to it shall be settled by negotiation between the Parties.

5.2. If the relevant dispute can't be resolved by negotiation, it is decided in court according to the established jurisdiction and jurisdiction of such dispute in accordance with the current legislation in Ukraine.

6. Privacy Policy

6.1. Information and documents containing data and information relating to the subject of public contracts are considered confidential and not be disclosed to parties in any manner except as required by national legislation.

6.2. The Parties confirm their understanding of the importance of a contractual settlement of the relationship to ensure the protection of confidential information and agree to assume the following responsibilities:

6.2.1. Within 5 years from the date of termination of the Contract-Application, each Party undertakes not to disclose to third parties, including public authorities, enterprises, institutions, organizations of all forms of ownership and subordination, commercial secrets and / or confidential information received from the other Party, and will not use the named secret for its own benefit, except for the use of such information in accordance with the purposes specified in this Public Contract and the legislation of Ukraine.

6.2.2. Information is not considered and will not be considered a commercial secret and, accordingly, the Parties will not have any obligations regarding the observance of the confidentiality of such information if it meets the following requirements:

- information is already known to the Party by the time of conclusion of the Contract-Application;

- information is or becomes publicly known as a result of the falsity, negligence or willfulness of the actions of the Party for which this information is confidential;
- information is legally obtained from a third party without limitation and without violating the terms of this Public Contract and the Contract-Application;
- information is allowed to be promulgated (disclosed) by written permission of the Party for which the information is confidential;
- information refers to the list of details that does not constitute commercial secret in accordance with the current legislation.
- 7. **Performance of Public Contract** (Terms and regulations provide services of «BCH «UCB» LLC)

7.1. Public Contract effective from its date of publication on the official website of the Bureau <u>http://www.creditua.com/</u>

7.2. Validity of the Public Contract is unlimited.

7.3. Contract-Application is deemed concluded and enters into force from the moment of its signing and sealing by the Parties.

7.4. Contract-Application may be terminated by mutual consent of the Parties or unilaterally by written notification of the other Party not less than 30 (thirty) calendar days before the date of termination of the Contract-Application. The date of termination of the Contract-Application is the date of signing the agreement on termination of the Contract-Application, and in case of termination of the Contract-Application unilaterally, is the 31st calendar day from the date of receipt by the other Party of the notice of termination of the Contract-Application.

8. Procedure Amendments to Public Contract

8.1. Amendments and additions to Public Contract, including in any Appendixes to it, is carried out unilaterally by the Bureau.

8.2. Changing Public Contract Bureau agrees not less than thirty (30) calendar days before the changes into effect:

- place a message on the official website of the Bureau http://www.creditua.com/
- send amendments in the form of an electronic document the legal force of which is confirmed by a facsimile of the personal signature of the authorized person and a stamp of the Bureau, to all users with the email address specified in the Contract-Application.

8.3. Placed on the day of entry into force of the change on the official website of the Bureau <u>http://www.creditua.com/</u> a new version of the Public Contract that takes into account the changes.

8.4. Any amendments and additions to this Public Contract, upon entry into force, apply to all persons who have joined to Public Contract, including those who joined it before the date of entry into force of the changes.

8.5. The Bureau considers the proposals of Users and other persons received through the above site of the Bureau, which will necessarily be considered but do not lead to unconditional changes in the relations between the Bureau and the User.

9. Final provisions

9.1. All legal relations arising from this Public Contract or related to it, including those related to the operation, conclusion, execution, modification and termination of this Public Contract, the interpretation of its terms, the definition of the consequences of invalidity or breach of the Public Contract, are regulated by this Public Contract and relevant norms of the current legislation of Ukraine, as well as applicable to such legal relations, the traditions of business turnover, based on the principles of good faith, reasonableness and fairness.

9.2. After the signing of the Contract-Application to Public Contract all preliminary negotiations, correspondence, preliminary treaties, minutes of intent, and any other oral or written arrangements of the Parties concerning matters that are in any way related to this Contract-Application are liable to lapse, but may be taken into account when interpreting the terms of this Contract-Application.

9.3. Party is fully responsible for correct statement in Contract-Application to Public Contract and undertakes to inform the other Party in writing thereof in a timely manner about their change, and in case of non-notification, it carries the risk of offensive adverse consequences.

9.4. Additional Agreements and Appendices to the Contract- Application on the accession to the Public Contract are an integral part thereof and are valid if they are set forth in writing, signed by the Parties and sealed to them, unless otherwise stated by the Contract-Statement or the Public Contract.

9.5. All corrections in the text of the Contract-Statement of accession to Public Contract are valid and may be taken into consideration only if they are dated in each individual case, certified by the signatures of the Parties and sealed with their seals.

9.6. Contract-Application of accession to Public Contract is made with the full understanding by the Parties of its terms and terminology in Ukrainian and English in two original copies having equal legal force, one copy for each Party.

9.7. Each Party confirms that:

- it has provided all applicable laws and statutory documents Party power to conclude Contract-Application accession to Public Contract;
- the representative of the Signatory to the Contract-Application on joining the Public Contract has all the powers provided for by the current legislation and constituent documents to represent the Party and sign on behalf of this Party this Contract-Application;
- does not require any prior / subsequent approvals for the signing of the Contract-Application to Public Contract;
- there are no restrictions on the conclusion by the Party (signed by the representative of the Party) of the Contract-Application of accession to Public Contract.

9.8. Bureau has the right to use the facsimile display of the personal signature of the authorized person and the seal of the Bureau with the help of mechanical copying at the signing of acts, accounts, acts of reconciliation of mutual settlements and other documents, which are drawn up in the course of the implementation of the Contract-Application for accession to Public Contract.

9.9. A sample of the facsimile (imprint) of the personal signature of the authorized person and the seal of the Bureau is given below and recognized by the Parties to this Public Contract.



CEO «BCH «UCB» LLC Serhii I. Ostapchuk

(a facsimile image of a self-signed signature and a seal)

10. Location of «Bureau of Credit History «Ukrainian Credit Bureau» LLC

«Bureau of Credit History «Ukrainian Credit Bureau» LLC

National Code 31404479

Legal Location: 13 Chokolovsky Ave., ap. 212, Kyiv 03186 Ukraine Tel./fax (+38044) 245-88-41

IBAN UA983226690000026008300304520 at territorial separation off-balance department # 10026/084 chapter – Head Office in Kyiv and Kyiv region JSC «Oschadbank»

TIN # 314044726589

Has the status of a taxpayer on income under the general conditions in accordance with the Tax Code of Ukraine

CEO «BCH «UCB» LLC

Serhii I. Ostapchuk



CEO «BCH «UCB» LLC Serhii I. Ostapchuk

(a facsimile image of a self-signed signature and a seal)

11. Public Contract Appendixes

Appendix # 1 to Public Contract (Terms and regulations provide informational services)

Regulations of information services provision

1. Terms of cooperation

- 2. Connecting to the Bureau's database
- 3. Credit Histories Transfer to the Bureau
- 4. Receipt of Credit Reports
- 5. List of the Bureau Credit Reports
 - 5.1. Credit Report

5.2. Partial Credit Report

1. Terms of cooperation

1.1. According to the rules of the current legislation of Ukraine regarding the activities of the Bureau of Credit Histories and cooperation with it, it is necessary to take into account, when working with the Bureau, the following conditions:

The transfer to Bureau's database the Credit History information about may be realizing the User only in case of receipt of consent from the Person of Credit History in accordance with Art. 9, Art. 11 of the Law of Ukraine «On the organization of the formation and circulation of credit histories».

The consent of the Person of Credit History for the transfer the information about his Credit History to the Bureau and access to it can be made by a separate document, or a document in the form of the terms of the loan transaction agreement, the block of the questionnaire / web-form for credit operations, the terms of the public contract (offer) or contained in any document provided to the user in the form of consent to the processing of personal data.

An indicative sample of the agreement of the person of credit history in the form of a separate document is shown below.

	person of credit history		
	1 5	20	
Me,			
	(Full Name)		
Personal National Code			
Passport data			
Registration address			
Address of residence			
give			

CONCENT

(Full name of the User)

consent to the transfer, storage, use and distribution through the Bureau of Credit Histories the information about myself and consent Limited Liability Company «BUREAU OF CREDIT HISTORY «UKRAINIAN CREDIT BUREAU 13 Chokolovsky Ave., ap. 212, Kyiv 03186 Ukraine, to collect, store and use information from other sources that affects the ability to fulfill my obligations in accordance with Art. 9, Art. 11 of the Law of Ukraine «On the organization of the formation and circulation of credit histories», as well as access and obtain my credit history in «BUREAU OF CREDIT HISTORY «UKRAINIAN CREDIT BUREAU» LLC in the manner prescribed at Art. 11 of the Law of Ukraine «On the organization of the formation and circulation of credit histories» and in accordance with the Law of Ukraine «About protection of personal data».

Person of credit history _____

(Full Name)

(signature)

1.2. In the presence of the consent of the Person of Credit History by the above example, the Bureau receives the right to collect, store and use information from other sources. The User submits this information in the future, delegates the right to obtain the consent of the Person of Credit History to the Bureau. Delegation of the right to obtain consent is confirmed by the transfer of data by the User to the Bureau.

1.3. Confirmation of the fact of the consent of the Person of Credit History to the User is the commission of the last of any action relating to the subject of this Public Contract.

2. Connecting to the Bureau's database

2.1. The connection to the Bureau's database is possible only after signing the Contract-Application and obtaining the password and login for the System of the Bureau.

2.2. Confidential data (login and password) necessary for authorization and logging in to the System shall be provided to the Administrator of the User no later than 3 (three) business days from the date of signing the Contract-Application.

2.3. The Administrator registers any other employee of the User within his organization, independently defines the set of rights of each of them (providing the Bureau data, obtaining data from the Bureau, access to certain forms of the Credit Report), monitoring their actions, etc.

3. Credit Histories Transfer to the Bureau

3.1 Transmission of Credit Histories to the Bureau database is possible in two ways:

- transfer can be performed by the User's operator (manual way) directly on the portal of the Bureau after an authorized login (input of the login and password) by filling in the fields of the corresponding web-form. It is recommended to use this method or with a small amount of Credit Histories provided to the Bureau, or during the period of adaptation of hardware and software of the User to work with the program complex of the Bureau;
- 2) transfer can be performed using an XML file of a certain structure. The structure of an XML file can be adapted to the terms of the User through mutual consultations between the Bureau and the User.

The creation of the XML file of the Credit History provided to the Bureau is carried out by the automated system of the User.

4. Receipt of Credit Reports

4.1. Receiving a Credit Report from the Bureau is possible in two ways:

- 1) this action can be performed by the User's operator (manual way) directly on the portal of the Bureau after the authorized entry (input of the login and password) by filling in the fields of the request form and obtaining a response from the Credit Report on the display and / or the operator's specified e-mail address;
- 2) this action can be performed by the user's automated system by authorizing the exchange of XML files with the Automated Bureau System. The structure of the XML file can be adapted to the terms of the User through mutual consultations between the Bureau and the User. It is recommended to use this method with a large number of Credit Histories from the Bureau provided to the User.

5. List of the Bureau credit reports

5.1. Credit Report.

Credit Report of the Bureau regarding an individual and / or legal entity is recommended to use for a comprehensive risk assessment in attracting new borrowers and analyzing the state of affairs of existing borrowers.

5.1.1. Contents of the Bureau's individual Credit Report:

- 1) conclusion on the individual with its total credit score (the final credit score is determined by the own methodology of the scoring calculations of the Bureau);
- 2) borrower's credit activity the total number of applications received by the person receiving the loan, the number of current liabilities, the number of over dues, etc.;
- 3) person's photo (in the presence);
- 4) information identifying an individual (current information and its changes in time);
- 5) information about the labor activity with the allocation of the person's activity as a business entity;
- 6) information on the state of solvency of an individual;
- 7) information the loss of the passport about;
- 8) information about the monetary obligations of an individual borrower a Person of Credit History (current lending transactions, completed lending transactions, information about a negative credit history відомості про грошові зобов'язання фізичної особи – суб'єкта кредитної історії (діючі кредитні правочини, завершені кредитні правочини, відомості про негативну кредитну історію);
- other information that affects the ability of the individual borrower a Person of Credit History of his obligations (corporate rights, experience in managing positions, the activity of a person as a private entrepreneur – the implementation of export-import operations, the victory in public tenders);
- 10) the final credit score, determined by the own Bureau's methodology of the scoring calculations, in details;
- 11) conclusion with clarifications and explanations;
- 12) extract from the registry for previous requests.
- 5.1.2. Contents of the Bureau's legal entity credit report:
- 1) the most important indicators of the enterprise (4 indicators) in dynamics from 2008 to the present time;
- 2) conclusion on the level of business reputation of a legal entity as a percentage of the infographics (the level of business reputation is determined the Civic Initiative Anticorruption Monitor by its own methodology for calculating);
- 3) general characteristics of the enterprise, including:
 - identifying legal entity information;
 - managers and founders;
 - information from state registers;
 - the accounts of the enterprise in the banks have been clarified;
 - information separate subdivisions about;
 - participation in founding of other legal entities;
 - changes in registration information;
 - changes in the ownership structure;
 - state registration bulletin information;
- 4) information about the monetary obligations of the legal entity a Person of Credit History (current lending transactions, completed lending transactions, information about a negative credit history);
- 5) other information that affects the ability of the entity a Person of Credit History of its obligations (all dynamic indicators are highlighted in infographics), including:

- aggregate indicators of financial and economic activity of the enterprise in dynamics from 2008 up to the current time;
- assessment of the financial status of a legal entity in the dynamics from 2008 to the current time (according to the current methods of the Ministry of Economy of Ukraine, the National Bank of Ukraine and the Audit Chamber of Ukraine);
- payments in favor of the Person of Credit History by state and communal institutions, organizations, enterprises and institutions (in the presence);
- estimation of export-import operations of the enterprise in dynamics from 2008 up to the current time;
- participation of the enterprise in the state tenders of the enterprise in dynamics since 2008 at the current time with full details from 2015;
- 6) calculation of business reputation scoring of a legal entity, determined by its own Bureau's methodology of scoring calculations, in details with clarifications and explanations;
- 7) extract from the registry for previous requests;
- 8) information from partners: information about the monetary obligations of a legal entity from «First Pan-Ukrainian Bureau of Credit Histories».
- 5.2. Partial Credit Report

In order to assess the individual characteristics of new borrowers, the Bureau provides specialized partial Credit Reports on an individual and / or legal entity, which reduces the cost of concluding the appropriateness of their lending.

5.2.1. Content of the Partial Credit Report of the Bureau for the identification of an individual:

- 1) identifying individual entity information, including:
- the code of an individual in the state register of individuals;
- the full name of the individual;
- birthday of the individual;
- addresses of registration and residence of the individual.
- 5.2.2. Content of the Partial Credit Report of the Bureau for the identification of a legal entity:
 - 1) identifying legal entity information, including:
 - the code of the legal entity for the USREOU;
 - the name of the legal entity;
 - the location of the legal entity;
 - the full name of the head;
 - the main of the activity (according to the CEC);
 - the state of affairs.

5.2.3. Content of a Partial Credit Report of the Bureau on the assessment of the ability of a natural person – a Person of Credit History of his obligations:

- 1) identifying individual entity information;
- assessment of the ability of the individual a Person of Credit History of his obligations infographic as red, yellow, and green rectangles for each of the estimated parameters, in particular:
- the person is identified;
- the passport is identified;
- the passport with common features with the lost is provided;
- problems with the law;
- problems with loan servicing and so on.

5.2.4. Content of a Partial Credit Report of the Bureau on the assessment of the level of business reputation of a legal entity:

1) identifying a legal entity information;

- assessment of the level of business reputation of a legal entity a Person of Credit History

 an infographic as red and green rectangles for each of the parameters being evaluated, in
 particular in the following blocks:
- critical reputation losses;
- signs of possible fictitiousness of a legal entity;
- signs of possible insolvency of a legal entity;
- signs of a possible failure to fulfill their obligations;
- signs of a negative business reputation of a legal entity.



CEO «BCH «UCB» LLC Serhii I. Ostapchuk

(a facsimile image of a self-signed signature and a seal)

Appendix # 2

to Public Contract

(Terms and regulations provide informational services)

Tariff plan

Med		
Mod el num ber	Description	Tariff
1.	Full Credit Report for a physical person in case of non-provision by the User of credit histories. The tariff depends on the amount provided in the month to the User of full credit reports for individuals. Delivery time of the report – in the online mode (in real time) via the Internet.	 15.60 UAH, including VAT 20% - 2.60 UAH per report, if the number of reports submitted during the month less than 2500 units; 10.92 UAH, including VAT 20% - 1.82 UAH per report, if the number of reports submitted during the month from 2501 to 5000 units inclusive; 7.80 UAH, including VAT 20% - 1.30 UAH per report, if the number of reports submitted during the month from 5001 to 7500 units inclusive; 7.02 UAH, including VAT 20% - 1.17 UAH per report, if the number of reports submitted during the month from 7501 to 9000 units inclusive; 6.36 UAH, including VAT 20% - 1.06 UAH per report, if the number of reports submitted during the month from 7501 to 9000 units inclusive;
2.	Full Credit Report on an individual in case of receiving from the User negative credit histories by natural persons in accordance with the act. The tariff depends on the amount provided in the month to the User of full credit reports for individuals. Delivery time of the report – in the online mode (in real time) via the Internet.	 14.04 UAH, including VAT 20% – 2.34 UAH per report, if the number of reports submitted during the month less than 2500 units. 9.84 UAH, including VAT 20% – 1.64 UAH per report, if the number of reports submitted during the month from 2501 to 5000 units inclusive. 7.02 UAH, including VAT 20% – 1.17 UAH per report, if the number of reports submitted during the month from 5001 to 7500 units inclusive. 5.70 UAH, including VAT 20% – 0.95 UAH per report, if the number of reports submitted during the month from 7501 to 9000 units inclusive. 5.10 UAH, including VAT 20% – 0.85 UAH per report, if the number of reports submitted during the month from 7501 to 9000 units inclusive.
3.	Full Credit Report on an individual in case of receiving from the User full credit histories by natural persons in accordance with the act. The tariff depends on the amount provided in the month to the User of full credit reports for individuals. Delivery time of the report – in the online mode (in real time) via the Internet.	 10.92 UAH, including VAT 20% – 1.82 UAH per report, if the number of reports submitted during the month less than 2500 units. 7.62 UAH, including VAT 20% – 1.27 UAH per report, if the number of reports submitted during the month from 2501 to 5000 units inclusive. 5.46 UAH, including VAT 20% – 0.91 UAH per report, if the number of reports submitted during the month from 5001 to 7500 units inclusive. 4.92 UAH, including VAT 20% – 0.82 UAH per report, if the number of reports submitted during the month from 5001 to 7500 units inclusive.

Mod el num	Description	Tariff
ber		 4.44 UAH, including VAT 20% – 0.74 UAH per report, if the number of reports submitted during the month more than 9000 units.
4.	Partial Credit Report for an individual. The tariff does not depend on the number of credit reports provided to the User. Delivery time of the report – in the online mode (in real time) via the Internet.	• 4.02 UAH, including VAT 20% – 0.67 UAH per report, regardless of the number of requests.
5.	Full Credit Report for a legal entity. The tariff does not depend on the number of credit reports provided to the User. Delivery time of the report – in the online mode (in real time) via the Internet.	 36.00 UAH, including VAT 20% – 6.00 UAH per report, regardless of the number of requests.
6.	Identification of person – credit histories individuals. The tariff depends on the number of individual identities. Delivery time of the report – in the online mode (in real time) via the Internet.	 1.20 UAH, including VAT 20% - 0.20 UAH per answer, if the number of replies provided within a month less than 1000 units. 1.08 UAH, including VAT 20% - 0.18 UAH per answer, if the number of replies provided within a month from 999 to 2000 units. 0.96 UAH, including VAT 20% - 0.16 UAH per answer, if the number of replies provided within a month from 1999 to 4000 units. 0.84 UAH, including VAT 20% - 0.14 UAH per answer, if the number of replies provided within a month from 3999 to 6000 units. 0.60 UAH, including VAT 20% - 0.10 UAH per answer, if the number of replies provided within a month from 3999 to 6000 units.
7.	Full credit report on an individual from two credit bureaus for each User request (from Credit Bureau of "Ukrainian Credit Bureau" and "First All-Ukrainian Credit Bureau") subject to compulsory transfer to "BCH "UCB" LLC by the User of full credit histories of individuals with monthly updating, which are taken into account by "BCH "UCB" LLC. The tariff depends on the total amount of full credit histories received from the User for individuals. The calculation is made in accordance with Appendix # 7 to the Public Contract (Terms	 30.00 UAH, including VAT 20% – 5.00 UAH per report, if the total amount of credit received from the User at the end of the current month is less than 10 units (*). * – If the number of credit reports transmitted to the Bureau is more than 10 units the tariff is calculated in accordance with Appendix # 7 to the Public Contract (Terms and Conditions of Information Services)

Mod el num ber	Description	Tariff
	and Conditions of Information Services) Delivery of the report – online (in real time) via the Internet.	



CEO «BCH «UCB» LLC Serhii I. Ostapchuk

(a facsimile image of a self-signed signature and a seal)

Appendix # 3

to Public Contract

(Terms and regulations provide informational services) (during the execution of the Contract-Application, remove the inscription Appendix # 3 to Public Contract (Terms and regulations provide informational services)

Contract # _____

about providing services «BCH «UCB» LLC «Contract-Application for membership to Public Contract (Terms and regulations provide services of «BCH «UCB» LLC)»

Kyiv

20____

Side 1. Limited Liability Company «BUREAU OF CREDIT HISTORY «UKRAINIAN CREDIT BUREAU», License of the State Commission for Regulation of Financial Services Markets of Ukraine from 2010 October 15 on the conduct of economic activity related to the collection, processing, storage, protection, use credit history information, series A Γ # 505526 (validity period – perpetual), hereinafter referred to as – Bureau, in the person of the CEO Serhii I. Ostapchuk, which acts on the basis of the Statute, on the one hand,

Side 2. _____, national code _____, hereinafter referred to as the User, in the person of the ______, which acts on the basis of the ______, on the other hand, each individually referred to as a «Party», collectively referred to as «Parties», entered into this Contract-Application on the following:

1. Under the Contract-Application, the Bureau provides, and the User accepts and pays for services provided by the Terms and Conditions of Service Provision of «BCH «UCB» LLC (Public Contract). An integral part of this Contract-Application is Public Contract (Terms and regulations provide services of «BCH «UCB» LLC).

2. User guided by Art. 634 of the Civil Code of Ukraine, gives its consent to join Public Contract (Terms and regulations provide services of «BCH «UCB» LLC) on terms defined Public Contract (Terms and regulations provide services of «BCH «UCB» LLC), which is located on the official website of the Bureau <u>http://www.creditua.com/</u>

3. The date of signing the Contract-Application is the date of signing by both Parties of this Application. From the moment of the User signing this Application and accepting its Bureau, the User and the Bureau acquire the rights and obligations specified in the Contract-Application and i Public Contract (Terms and regulations provide services of «BCH «UCB» LLC), and are responsible for their non-fulfillment (improper execution).

4. Action Contract-Application.

4.1. Contract-Application is concluded and enters into force from the moment of signing and sealing by its seals of the Parties and operates till 20_____.

4.2. If within 30 (thirty) days prior to the expiration of this Contract-Application, the Statement of the Parties did not receive any proposals for its termination or amendment, the Contract-Application shall be continued for the following year on the terms in force. The number of extensions is not limited.

4.3. Contract-Application may be amended by mutual agreement of the Parties by signing an additional agreement to this Contract-Application.

4.4. Contract-Application may be terminated by mutual consent of the Parties or unilaterally by written notice of the other Party not less than 30 (thirty) calendar days before the date of termination of the Contract-Application. The date of termination of the Contract-Application is the date of signing the Agreement on termination of the Contract-Application, and if the Agreement is terminated

unilaterally, the 31st calendar day from the date of receipt by the other Party of the notice of termination of the Contract-Application.

5. User's Administrator:

#	Full Name	Personal National Code	Passport data	Position	Contacts: phone / e-mail address
1					

6. Form of calculations:

_	(specify what you need)
	Payment on the fact of acceptance-transfer of services under the tariff of the Bureau (model 1)
	Payment on the fact of acceptance-transfer of services under the tariff of the Bureau (model 2)
	Payment on the fact of acceptance-transfer of services under the tariff of the Bureau (model 3)
	Payment on the fact of acceptance-transfer of services under the tariff of the Bureau (model 4)
	Payment on the fact of acceptance-transfer of services under the tariff of the Bureau (model 5)
	Payment on the fact of acceptance-transfer of services under the tariff of the Bureau (model 6)
	Payment on the fact of acceptance-transfer of services under the tariff of the Bureau (model 7)
	Subscription fee
	Other:

7. Changes in the form of settlements are made in accordance with Section 3 of the Public Contract (Terms and regulations provide informational services of «BCH «UCB» LLC).

8. Special conditions:

9. Location and details of the Parties

BUREAU

«BCH «Ukrainian Credit Bureau» LLC National Code 31404479

Legal Location: 13 Chokolovsky Ave., ap. 212, Kyiv 03186 Ukraine Tel./fax (+38044) 245-88-41 IBAN UA98322669000026008300304520 at territorial separation off-balance department # 10026/084 chapter – Head Office in Kyiv and Kyiv region JSC «Oschadbank»

TIN # 314044726589

Has the status of a taxpayer on income under the general conditions in accordance with the Tax Code of Ukraine

CEO «BCH «UCB» LLC

Serhii I. Ostapchuk

place of the seal

USER

place of the seal

Appendix # 4

A Dall's Cantas d

	to Public Contract
	(Terms and regulations provide informational services)
	(<i>during the execution of the Additional Contract-Application, remove the inscription</i> Appendix # 4 to Public Contract (Terms and regulations provide informational services)
	Additional Contract-Application #
	to change the order of calculations
	to the Contract-Application for the provision of services «BCH «UCB» LLC #
	від «»20р.
Kyiv	20

Side 1. Limited Liability Company «BUREAU OF CREDIT HISTORY «UKRAINIAN CREDIT BUREAU», License of the State Commission for Regulation of Financial Services Markets of Ukraine from 2010 October 15 on the conduct of economic activity related to the collection, processing, storage, protection, use credit history information, series A Γ # 505526 (validity period – perpetual), hereinafter referred to as – Bureau, in the person of the CEO Serhii I. Ostapchuk, which acts on the basis of the Statute, on the one hand,

Side 2. _____, national code _____, hereinafter referred to as the User, in the person of the ______, which acts on the basis of the ______, on the other hand, each individually referred to as a «Party», collectively referred to as «Parties», entered into this Additional Contract-Application on the following:

1. Paragraph 6 of the Agreement-Statement read in this wording:

6. Form of calculations:

(specify what you need)
Payment on the fact of acceptance-transfer of services under the tariff of the Bureau (model 1)
Payment on the fact of acceptance-transfer of services under the tariff of the Bureau (model 2)
Payment on the fact of acceptance-transfer of services under the tariff of the Bureau (model 3)
Payment on the fact of acceptance-transfer of services under the tariff of the Bureau (model 4)
Payment on the fact of acceptance-transfer of services under the tariff of the Bureau (model 5)
Payment on the fact of acceptance-transfer of services under the tariff of the Bureau (model 6)
Payment on the fact of acceptance-transfer of services under the tariff of the Bureau (model 7)
Subscription fee
Other:

2. These changes shall take effect from the first day of the following month after the signing of this Additional Contract-Application and shall remain valid throughout the term of the Contract-Application.

3. Location and details of the Parties

BUREAU

«BCH «Ukrainian Credit Bureau» LLC National Code 31404479

Legal Location: 13 Chokolovsky Ave., ap. 212, Kyiv 03186 Ukraine Tel./fax (+38044) 245-88-41 IBAN UA98322669000026008300304520 at territorial separation off-balance department # 10026/084 chapter – Head Office in Kyiv and Kyiv region JSC «Oschadbank» USER

TIN # 314044726589

Has the status of a taxpayer on income under the general conditions in accordance with the Tax Code of Ukraine

CEO «BCH «UCB» LLC

Serhii I. Ostapchuk

place of the seal

place of the seal

to Public Contract

(Terms and regulations provide informational services) (during the execution of the Act of Acceptance the Services, remove the inscription Appendix # 5 to Public Contract (Terms and regulations provide informational services)

Act of Acceptance the Services

BUREAU	USER
«BUREAU OF CREDIT HISTORY	
«UKRAINIAN CREDIT BUREAU»	
Limited Liability Company	National Code
National Code 31404479	
Legal Location:	
13 Chokolovsky Ave., ap. 212, Kyiv 03186 Ukraine	Legal Location:
Tel./fax (+38044) 245-88-41	
IBAN UA98322669000026008300304520 at territorial separation	
off-balance department # 10026/084 chapter - Head Office in Kyiv	
and Kyiv region JSC «Oschadbank»	
TIN # 314044726589	TIN
Has the status of a taxpayer on income under the general conditions	
in accordance with the Tax Code of Ukraine	

A c t # _____ Acceptance the Services

under Contract # _____ by 20____ ___

Kyiv	20
	BUREAU OF CREDIT HISTORY «UKRAINIAN CREDIT
	chuk Serhii Ivanovich, which acts on the basis of the Statute, on
	in the person of the, which acts
on the basis of	_, on the other hand, made this Act to confirm the services under
the Contract-Application # of 20	invoice # of 20,
	ganization of access to the System for receiving Credit Reports
of persons who applied for services to the User	
Provided for individuals complete Credit R	
–•UAH (U	AH cents),
VAT 20% –UAH (U	
Total cost of service with consideration VA	
Provided for individuals partial Credit Repo	
–•UAH (U	AH cents),
VAT 20% –UAH (U	
Total cost of service with consideration VA	
Provided for legal Credit Reports Serv	
–•UAH (U	
VAT 20% –UAH (U	
Total cost of service with consideration VA	T 20%:UAH (UAH cents).
Payable to the settlement account of the Bu	reau in full amountUAH, incl. VAT 20% –UAH
	te, having the same legal force, one for each of the Parties.
The Act is the basis for conducting financia	l mutual settlements.
Claims to the Bureau regarding the service	s provided by him does not exist.
PROVIDED	ACCEPT
From Bureau :	From User :
CEO	
Serhii I. Ostapchuk	

place of the seal