



Samocat RUS
Limited Liability Company

OPERATING RULES

Moscow 2018

1. TERMS AND DEFINITIONS

- 1.1. “**Allocation**” means the periodic and unscheduled relocation of the Microtransport between the Stations, that is the delivery of the Microtransport by the Operating Entity from one Station to another Station as well as the return to the Stations of the Microtransport left by the Users other than at the location of the Stations.
- 1.2. “**Personal Office**” means the closed area of the Samocat Sharing Software accessible by Samocat Rus and the Partner and enabling Samocat Rus and the Partner to monitor the Stations, the process of renting the Microtransport to the Users, and settlements between Samocat Rus and the Partner and to exchange legal communications in accordance with the conditions of these Operating Rules and the License Rules shall apply.
- 1.3. “**License Rules**” means the agreement between Samocat Rus and the Partner whereunder the Partner is granted the right to use the Software. The current version of the License Rules is available in the Internet at the following URL address: _____.
- 1.4. “**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.
- 1.5. “**Partner**” means any legal entity or individual entrepreneur participating in the System which/who beneficially owns a Station and uses the Station to derive an income from the renting of the Microtransport by using the Software.
- 1.6. “**User**” means any individual who has accepted the terms and conditions of the User Agreement and takes the Microtransport held at the Partner’s station on hire by using the Software.
- 1.7. “**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.
- 1.8. “**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:
 - 1.8.1. a Microtransport lock control module;
 - 1.8.2. a lock stations and Microtransport control module,
 - 1.8.3. a registration and authorization module for the Users;
 - 1.8.4. a record keeping module for rides;
 - 1.8.5. a supervision module;
 - 1.8.6. a module for acceptance of payments;
 - 1.8.7. a monitoring module for the operation of the Microtransport rental stations; and
 - 1.8.8. mobile applications based on the iOS and Android platforms installed on the Users’ smartphones, which are used for interaction with them.

- 1.9. **“Settlement Period”** means a calendar month, other than the first and the last Settlement Periods under the Agreement. The first Settlement Period shall be the period of time which begins on the Agreement date and ends on the last calendar day of the month in which the Agreement was entered into. The Last Settlement Period shall be the period of time which begins on the first calendar day of the month in which this Agreement ceased to be effective and ends on the last day of the Agreement validity period.
- 1.10. **“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.
- 1.11. **“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 Partners, and the Operating Entity/Entities. The same person may be simultaneously a Partner and an Operating Entity.
- 1.12. **“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 Operating Rules and the License Rules.
- 1.13. **“Funds Due and Payable to the Operating Entity”** means the funds withheld by Samocat Rus in accordance with the License Rules and these Operating Rules from the sums received from the Users for the renting of the Microtransport as the Partner’s payment for the Allocation and the trust management of the Stations or for the Allocation, the Maintenance, and the trust management of the Stations.
- 1.14. **“System Standards”** or **“Standards”** means the requirements for maintaining the due appearance of the Stations and the Microtransport, the geographical locations of the Stations, the Maintenance, and the Allocation, as well as the procedure for the distribution of the income from placing outdoor and other advertising. The exhaustive list of the Standards is provided in Appendices No. 1 to 5 of these Rules.
- 1.15. **“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.
- 1.16. **“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.

- 1.17. **“Maintenance”** means the scheduled and unscheduled technical and other maintenance of the Stations and the Microtransport carried out by the Operating Entity under an agreement entered into with the Partner or by Partner by using its own efforts. Such maintenance shall include:
- 1.17.1. cleaning of the Stations and the Microtransport;
 - 1.17.2. repair and technical maintenance of the Stations and the Microtransport;
 - 1.17.3. replacement of batteries at the Stations;
 - 1.17.4. branding of the Stations and the Microtransport;
 - 1.17.5. mounting of outdoor and other advertising at the Stations;
 - 1.17.6. responding to the Users’ claims; and
 - 1.17.7. cleaning the Stations and the Microtransport from any unlawfully placed outdoor and other advertising and announcements of any third parties.
- 1.18. **“Parties”** means Samocat Rus and the Partner when referred to collectively.
- 1.19. **“Operating Entity”** means any legal entity or individual entrepreneur carrying out the centralized operation of the System, the Allocation, and the Maintenance. The Operating Entity acts under a trust management agreement for property entered into with the Partner. The Operating Entity accepts these Operating Rules by signing an accession agreement between Samocat Rus and the Operating Entity.

2. GENERAL PROVISIONS

- 2.1. These Operating Rules establish:
- 2.1.1. the System Standards;
 - 2.1.2. the procedure for Samocat Rus’ participation in the settlements between the Partner and the Operating Entity; and
 - 2.1.3. the procedure for the Partner to enter into agreements for placing outdoor and other advertising at the Stations.
- 2.2. By joining these Operating Rules, the Partner and the Operating Entity undertake to rigorously comply with the Standards.
- 2.3. Samocat Rus may suspend the Software license as per Clause 9.3.1 of the License Rules in case of any violation by the Partner of these Operating Rules.
- 2.4. The Partner ensures compliance with the Standards as regards the requirements for the appearance of the Stations (Appendix No. 1 to the Operating Rules), the requirements for the geographical locations of the Stations (Appendix No. 2 to the Operating Rules), and the requirements for the Maintenance level (Appendix No. 3 to the Operating Rules), in full or in any part:
- 2.4.1. by using its own efforts; or
 - 2.4.2. by engaging any third parties for the fulfillment of all or individual duties of the Partner; or
 - 2.4.3. by delegating the fulfillment of the relevant duties to the Operating Entity under a trust management agreement for property, to the agreement with the Operating Entity.

- 2.5. To make arrangements for the Station operation within the general rental system for the Microtransport with the use of the Software, the Partner shall assume an obligation to enter into a trust management agreement for property in respect of the Stations with the Operating Entity whereunder the Operating Entity shall:
 - 2.5.1. enter 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;
 - 2.5.2. render the Allocation services to the Partner; and
 - 2.5.3. render the Maintenance services to the Partner if the relevant duty of the Operating Entity is included in the agreement between the Partner and the Operating Entity.
- 2.6. The Operating Entity shall be an independent organization in relation to Samocat Rus and the Partner. A specific organization or individual entrepreneur which/who is the Operating Entity shall be selected by the Partner in its absolute discretion, provided, however, that Samocat Rus provides its approval in writing in accordance with the procedure prescribed in Section 5 of these Operating Rules.
- 2.7. The Partner shall notify Samocat Rus as to whether the Maintenance is carried out by the Operating Entity or the Partner without assistance in accordance with the procedure prescribed by Section 5 of these Operating Rules.
- 2.8. Samocat Rus may send the Partner or the Operating Entity (depending on whether the Maintenance is carried out by the Operating Entity or the Partner) a demand for carrying out unscheduled Maintenance activities in accordance with Appendix No. 3 to these Operating Rules or an unscheduled Allocation in accordance with Appendix No. 4 to these Operating Rules through the Personal Office.
- 2.9. Any violation by the Partner of the terms and conditions of this Section 2 of the Operating Rules shall entail Samocat Rus to suspend the Software license as per Clause 9.3.1 of the License Rules.

3. PROCEDURE FOR SAMOCAT RUS' PARTICIPATION IN THE SETTLEMENTS WITH THE OPERATING ENTITY

- 3.1. In accordance with the License Rules, Samocat Rus shall, at the instruction of the Partner, receive in its settlement account monetary funds from the Users for the rental of the Microtransport to the Users and withhold the Funds Due and Payable to the Operating Entity from the relevant sums.
- 3.2. Samocat Rus shall remit the Funds Due and Payable to the Operating Entity, as a consolidated payment, withheld by Samocat Rus within the relevant Settlement Period from the payments received by Samocat Rus and addressed to the Partner, within _____ (____) business days of the date of the relevant Settlement Period ending.
- 3.3. If the Maintenance is carried out by the Operating Entity, the amount of the Funds Due and Payable to the Operating Entity shall be 20% of the Partner's proceeds for the rental of the Microtransport in the relevant Settlement Period.

- 3.4. If the Maintenance is carried out by the Partner without assistance, the amount of the Funds Due and Payable to the Operating Entity shall be % the Partner's proceeds for the rental of the Microtransport in the relevant Settlement Period.
- 3.5. Samocat Rus shall remit the Funds Due and Payable to the Operating Entity on behalf and at the instruction of the Partner which shall be given by the Partner through the accession to the License Rules and these Operating Rules.
- 3.6. These Operating Rules shall not entitle the Operating Entity to demand that Samocat Rus remit the Funds Due and Payable to the Operating Entity in accordance with the terms and conditions of this Section 3 of the Operating Rules. Any and all conflicts and differences with the Operating Entity shall be settled by the Partner independently, without involving Samocat Rus.

4. PROCEDURE FOR PLACEMENT OF OUTDOOR AND OTHER ADVERTISING AT THE STATIONS

- 4.1. By signing these Operating Rules, the Partner shall commission Samocat Rus to enter, on behalf and in the interests of the Partner, into agreements for placement of outdoor and other advertising at the Stations with advertisers.
- 4.2. The Partner may redistribute the total income from advertising placement at the Stations located within the System Territory among all the Partners whose Stations are located within the System Territory, in accordance with the Rules established in Appendix No. 5 to these Operating Rules.
- 4.3. During the effective period of the License Rules and these Operating Rules, the Partner shall receive no income from the placement of outdoor and other advertising at its own Stations owned by the Partner and shall be entitled to receive a portion of the income from the placement of outdoor and other advertising at all the Stations located within the System Territory which shall be calculated in accordance with Appendix No. 5 to these Operating Rules.
- 4.4. The entry by the Partner into an agreement for the placement of outdoor and other advertising in violation of the terms and conditions of this Section 4 of the Operating Rules (including the entry by the Partner of an agreement for the placement of outdoor and other advertising at the Station on its own behalf) shall constitute a violation of the Operating Rules and shall entitle Samocat Rus to suspend the Software license as per Clause 9.3.1 of the License Rules.

5. NOTICES

- 5.1. Any and all notices, letters of advice, or communications in connection with the performance of these Operating Rules (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 Accession Agreement.
- 5.2. 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.
- 5.3. To maintain correspondence and observe these Operating Rules, the Parties may use simple electronic signatures in accordance with the procedure established in these Operating Rules. For those purposes, the provisions of this Section of the Rules operate as an agreement for electronic interaction between the Parties.
 - 5.4. Any documents signed by using simple electronic signatures of the Parties in accordance with these Operating 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 Accession Agreement. At the same time, the Parties acknowledge that no apposition of the seal of a particular Party to any documents is required.
 - 5.5. Under their electronic cooperation, the Parties shall use the e-mail addresses stated in the Accession Agreement as a simple electronic signature.
 - 5.6. 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 Accession Agreement or with those changed in accordance with this Section of the Operating Rules.
 - 5.7. 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.
 - 5.8. The Parties shall also recognize the legal force of any actions or notices sent through the Partner's personal office as part of the Software, in accordance with the License Rules. Samocat Rus may send the Partner, through the Personal Office, any notices related to the observance of the Operating Rules.
 - 5.9. The demands for carrying unscheduled Maintenance activities and/or an unscheduled Allocation sent by Samocat Rus to the Partner as per Clause 2.9 of these Operating Rules shall be deemed to have been received by the Partner at the time of publishing such notices in the Personal Office.
 - 5.10. Any messages of the Users sent to the Partner shall be deemed to have been received by the Partner at the time of publishing the relevant inquiry in the Personal Office.

6. GOVERNING LAW AND DISPUTE SETTLEMENT PROCEDURE

- 6.1. 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.
- 6.2. 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.
- 6.3. 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.
- 6.4. The above complaint shall be sent in compliance with the rules contemplated in Clause 5.1 of these Operating 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.

7. CONCLUDING PROVISIONS

- 7.1. The Partner may not assign any of its rights or duties under the Accession 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.
- 7.2. Any and all amendments to these Rules and the Agreement shall only be valid if executed in writing and signed by both Parties, except for the Standards.
- 7.3. Samocat Rus may amend these Operating Rules, including the Standards, of which the Partner shall be notified through the publishing of any restated versions of the Operating Rules in the Personal Office.
- 7.4. The Partner shall be deemed to have assumed an obligation to comply with the Operating Rules in their restated version if the Partner has not sent a notice of refusal to accept the restated version of the Operating Rules within five (5) calendar days of the date on which the restated version of the Operating Rules was published in the Personal Office.
- 7.5. If the Partner sends a notice of refusal to accept the restated version of the Operating Rules, the consequences set forth in Clause 9.2.1 of the License Rules shall apply.
- 7.6. **Appendices to these Rules:**
- (1) Appendix No. 1 – “Requirements for the Appearance of the Stations and the Microtransport”;
 - (2) Appendix No. 2 – “Requirements for Geographical Locations of the Stations”;

- (3) Appendix No. 3 – “Maintenance Level Requirements”;
- (4) Appendix No. 4 – “Allocation Requirements”;
- (5) Appendix No. 5 – “Procedure for Distribution of Income from Placing Outdoor and Other Advertising”

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

**REQUIREMENTS FOR THE APPEARANCE OF THE STATIONS AND THE
MICROTRANSPORT**

1. The Partner undertakes to hold back on doing any acts or things seeking to change the appearance of the Stations and the Microtransport. In particular, the Partner may not change the color pattern of the Stations or the Microtransport, brand or place any advertising materials at the Stations or on the Microtransport without the prior consent of Samocat Rus.
2. The Partner may not remove any notices existing at the Microtransport Rental Stations at the time of their delivery to the Partner by the Right Holder concerning the exclusive rights owned by the Right Holder and/or Samocat Rus (including any copyrights and rights to trademarks, trade names, and trading styles).
3. For the avoidance of doubt, any cases of the appearance of the Stations being inconsistent with the image below shall constitute a violation of this Appendix No. 1 to the Operating Rules:

4. For the avoidance of doubt, any cases of the appearance of the Microtransport being inconsistent with the image below shall constitute a violation of this Appendix No. 1 to the Operating Rules:

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

REQUIREMENTS FOR GEOGRAPHICAL LOCATIONS OF THE STATIONS

1. The Partner shall obtain Samocat Rus' prior approval of the location of any Station, both for the initial connection of the Station and in the event of its subsequent relocation.
2. Samocat Rus' approval of the location of a Station shall be documented by the Parties signing a Commissioning Certificate for the Station and by the placement of the Station on the city map / in the System Territory in the Samocat mobile application in accordance with the License Rules.
3. Samocat Rus will not provide its approval of the placement of the Stations in the following cases:
 - 3.1. The location area of the Station is less than ____ from another Station;
 - 3.2. _____
 - 3.3. _____
 - 3.4. _____

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

MAINTENANCE LEVEL REQUIREMENTS

1. Scheduled Maintenance

| No. | Type of Activity | Frequency | Procedure Requirements |
|--------------------------------|--|-----------|---|
| Cleaning | | | |
| 1. | Wet cleaning of the Stations | | Includes removal from the Stations of any unlawfully placed announcements, outdoor or other advertising |
| 2. | Wet cleaning of the Microtransport | | Includes removal from the Scooters of any unlawfully placed announcements, outdoor or other advertising |
| Repairs and maintenance | | | |
| 3. | Checking that the Stations are technically sound | | In case of any faults detected, there shall be carried out unscheduled repair operations in accordance with the unscheduled maintenance conditions |
| 4. | Checking that the Microtransport items are technically sound | | In case of any faults detected, no renting the relevant Microtransport item shall be permitted. Such Microtransport item shall be removed from the Station and repaired in accordance with the unscheduled maintenance conditions |
| 5. | Checking the battery charge levels at the Station | | If the battery charge level is less than ____, the battery shall be replaced in accordance with the unscheduled maintenance conditions |
| 6. | Monitoring the number of the free slots for the Microtransport | | At the time of monitoring, the Station shall have at least ____ Microtransport items and at least ____ free slots for the Microtransport. |

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| | | | |
|--|--|--|---|
| | | | If the actual number of the Microtransport items and the free slots for the Microtransport varies from the values stated, there shall be carried out the Allocation of the microtransport |
|--|--|--|---|

2. Unscheduled Maintenance

| No. | Type of activity | Time frame (from the time of receipt of Samocat Rus' request or from the time of discovery of a fault during the Scheduled Maintenance monitoring) | Procedure Requirements | Procedure for fixing the result of unscheduled maintenance held |
|--------------------------------|---|--|---|--|
| Cleaning | | | | |
| 7. | Wet cleaning of the Stations | During ___ hours | | Taking a picture of the Station and sending the picture to Samocat Rus through the Personal Office |
| 8. | Wet cleaning of the Microtransport | During ___ hours | | |
| Repairs and maintenance | | | | |
| 9. | Repair of the Station | During ___ hours | | |
| 10. | Repair of the Microtransport | During ___ hours | | |
| 11. | Replacement of a battery at the Station | During 2 hours | | |
| Branding | | | | |
| 12. | Branding (pasting) of the Station | During ___ hours | In accordance with the requirements stated in Samocat Rus' notice | Taking a picture of the Station and sending the picture to Samocat Rus through the Personal Office |

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| | | | | |
|---------------------------------------|---|---|---|--|
| 13. | Placing outdoor and other advertising and mounting of advertising structures | During ___ hours | In accordance with the requirements stated in Samocat Rus' notice | Taking a picture of the Station and sending the picture to Samocat Rus through the Personal Office |
| 14. | Cleaning of the Stations and the Microtransport from any unlawfully placed outdoor and other advertising and announcements of any third parties | During ___ hours | | Taking a picture of the Station and sending the picture to Samocat Rus through the Personal Office |
| Responding to the Users claims | | | | |
| 15. | Taking unscheduled maintenance measures (depending on the essence of the claim) and sending a reply to the User by using the contact details stated in the User's inquiry | During ___ hours from the time of receipt of the User's claim through the Personal Office | | |

**Appendix No. 4
to the Operating Rules**

ALLOCATION REQUIREMENTS

1. Monitoring Activities

| No. | Type of activity | Frequency | Procedure Requirements |
|-----|--|-----------|---|
| 1. | Monitoring the number of the free slots for the Microtransport | | The Station shall have at least ___ free slots for the Microtransport. If the actual number and the free slots for the Microtransport vary from the values stated, there shall be carried out an Allocation of the microtransport to bring the Station in line with the said values. |
| 2. | Monitoring the number of the Microtransport items at the Station | | The Station shall have at least ___ Microtransport items. If the actual number and the free slots for the Microtransport vary from the values stated, there shall be carried out an Allocation of the microtransport to bring the Station in line with the said values. |

2. Microtransport Relocation Activities

| No. | Type of activity | Time frame (from the time of receipt of Samocat Rus' request | Procedure requirements | Procedure for fixing the result of unscheduled maintenance held |
|-----|------------------|--|------------------------|---|
|-----|------------------|--|------------------------|---|

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| | | or from the time of discovery of inconsistency with the rated values during the monitoring activities) | | |
|----|---|---|---|--|
| 1. | Relocating the Microtransport among the Stations | During ___ hours | As a result, the rated values shall be ensured for the number of free slots for the Microtransport at the Stations and the number of the Microtransport items at the Stations | Taking a picture of the Station and sending the picture to Samocat Rus through the Personal Office |
| 2. | Returning the Microtransport left by the User outside the location areas of the Stations to the Station | During ___ hours | | |