

## STANDARD OPERATING PROCEDURE

### 1. TERMS AND DEFINITIONS

- 1.1 **"Support System"** shall mean Company's corporate task tracking portal.
- 1.2 **"Error"** means the incorrect operation of the Payment Gateway that does not correspond to the Expected Results. For the purposes of the correct interpretation of the term, the Parties agreed that the presence of any defects and failures is deemed to be an Error only if the occurrence of such defects and failures is not caused by at least one of the circumstances referred to in clause 4.7 of the Standard Operating Procedure.
- 1.3 **"Signature Holder"** shall mean the individual person, in whose name the ESVK is issued, who has the right of signature and is authorized to sign the Orders with the Electronic Signature on behalf of the Client with the own Electronic Signature Key.
- 1.4 **"Electronic Signature Verification Key (hereinafter – "ESVK")"** shall mean the unique sequence of characters corresponding to the Electronic Signature Key designed to verify the authenticity of the Electronic Signature in the Orders and in the other electronic documents signed with the Electronic Signature, with the use of the Electronic Signature Means.
- 1.5 **"Certificate of Transfer and Acceptance of the ESVK"** shall mean the document which confirm, in case of its signature by the Client, sending of the ESVK to the address of the Company, as well as receipt by the Company of the ESVK and its installation in Payment Gateway, in case of signature of such certificate by the Company. In cases stipulated by the Agreement, the ESVK may be installed in Payment Gateway in case of non-availability of the Certificate of Transfer and Acceptance of the ESVK signed by the Parties.
- 1.6 **"Electronic Signature Key (hereinafter – "ESK")"** shall mean is the unique sequence of symbols which is known only by the Signature Holder of the corresponding Electronic Signature and designed to create the Electronic Signature in the Orders and the other electronic documents with the use of Electronic Signature Means.
- 1.7 **"Discredit"** shall mean the loss by the Party of the confidence that the ESK may not be used by the third parties, including in case of termination of authorities of the Signature Holder.
- 1.8 **"Document Authentication"** shall mean the positive result of examination with the corresponding Electronic Signature Means with the use of the Electronic Signature Verification Key, belonging of the Electronic Signature at Disposal to the Signature Holder and non-availability of distortion in the electronic document signed with such Electronic Signature.

- 1.9 **"Order"** shall mean the document executed and transferred by the Client in electronic form with the use of the Applied Programming Interface of Payment Gateway, signed with the ESK of the Client, containing the instruction of the Client to perform the Transaction.
- 1.10 **"Electronic Signature"** shall mean the information in electronic form which is attached to the Order or otherwise connected with the Order, which is used to determine the person who signs the information. During informational and technological interaction, the Parties use the advanced electronic signature as it is defined in the Regulation of the EU 910/2014 from 23.07.2014.
- 1.11 **"Expected Result"** means the operation of the Payment Gateway in accordance with the Specification.
- 1.12 **"Critical Error"** means an Error that results in Downtime as well as the Error, as a result of which the payment transaction processing service is not available.
- 1.13 **"Non-Critical Error"** means an Error that is not a Critical Error.
- 1.14 **"Downtime"** means the inability to process the payment transactions.
- 1.15 **"Version"** means a unique serial number of version of the Source Code, compiled and distributed as the Payment Gateway.
- 1.16 **"Source Code"** means the Payment Gateway program code presented in a programming language or mark-up language, which can be seen and edited by human.

## 2. GENERAL PROVISIONS

- 2.1 This Standard Operating Procedure (hereinafter - the "Procedure") is aimed at regulating two-way communication between the Company and the Client for the most efficient and rapid response to the needs and requirements of the Client.
- 2.2 On the Effective Date of the Agreement the Parties have agreed upon the following responsible employees:

<b>Table № 1. Authorized Representatives of the Client</b>			
Nº	First Name/ Last Name	Contact email address	Contact phone number
<b>Table № 2. Success Managers of the Company</b>			
Nº	First Name/ Last Name	Contact email address	Contact phone number

- 2.3 Subsequently, whenever the composition or the contact information of Success Manager or Authorized Representative is changed, the Parties undertake to immediately notify each other about such changes by e-mail.

- 2.4 The Client may contact the Success Manager during Working Hours via e-mail or by phone.
- 2.5 The Company will open the Client an account in the Support System that will be used by the Client to post customization, integration or any other technical Tasks/Tickets. The Company will update each Task and this will use for ongoing technical communication.

### 3. THE USE OF THE SUPPORT SYSTEM

- 3.1 The Parties have agreed on the following types of Tickets, depending on the Task set by the Client:

<b>The Type of the Ticket</b>	<b>The purpose of the Task</b>
Bug	The Task of correcting an Error
Task	Technical issues associated with the use of the Payment Gateway, objectives for Improvement, as well as the task of changing the configuration of the Payment Gateway or the Installation of new version of Payment Gateway.

- 3.2 The Parties have agreed on the following priorities of Tickets of the "Bug" type.

<b>The Type of Error</b>	<b>The corresponding priority of Ticket of the "Bug" type.</b>
Critical error	Immediate
Non-Critical Error	Normal

- 3.3 All Tasks of the Licensee shall be recorded in the Support System of the Company by adding the Ticket, if other means of information exchange have not been agreed separately.
- 3.4 In exceptional cases, for example, when the Authorized Representative does not have access to the Internet as a result of a technical failure or due to unavailability of the Support System, the Task or existing questions can be sent to the Support Team by e-mail during Working Hours or on the designated support Skype group, that will be opened for The Client.
- 3.5 In case of an emergency problem during non-Working Hours the Authorized Representative could call the support emergency number which granted by Company. Please note this line is available 24/7 for urgent problems ONLY. Any support call to this number during non-Working Hours, will be charged at an hourly rate in amount agreed between parties.
- 3.6 The Ticket of the "Bug" type shall contain the following information:
  - 3.6.1 Date and time of Error detection (by default, the date and time of Error detection is the date of registration of the Ticket in the Support System);
  - 3.6.2 The corresponding Priority of the Ticket;

- 3.6.3 the detailed description of the circumstances under which the Error has occurred
- 3.6.4 the detailed description of the Error;
- 3.6.5 associated transaction order ids and endpoint ids if applicable.
- 3.7 the Ticket of the "Task" type shall contain the following information:
  - 3.7.1 the date of registration of the Ticket in the Support System;
  - 3.7.2 a detailed description of the changes to be made to the configuration of the Payment Gateway, a description of the necessary Improvements.
- 3.8 After processing the Task by the Company, one of the following statuses shall be assigned to the Ticket, depending on the stage of solving the Task:

<b>Ticket Status</b>	<b>Ticket Status Description</b>
Resolved	The Task is solved, and the Error is corrected.
Rejected	The Task cannot be completed (the requested Improvements cannot be made).
In progress	The Task is queued for execution.
New	The Task is registered in the Support System.

#### **4. PROCEDURE FOR RESPONDING TO REQUESTS**

- 4.1 **Processing of requests for Error detection includes the following steps:**
  - 4.1.1 Analysis and determination of causes of Errors registered by Authorized Representatives, and their localization.
  - 4.1.2 Formulation and provision of a Temporary solution.
  - 4.1.3 Correction of identified Errors and provision of a Permanent solution.
  - 4.1.4 Implementation of technological and functional settings and other measures necessary to ensure the Payment Gateway is operable, keeping the availability of the main functionality developed and implemented by the Company on the basis of terms of specification agreed upon with the Client.
  - 4.1.5 Notifying the Client about the problems in the Payment Gateway, found by the Company.
- 4.2 **Processing of requests for making amendments to the configuration of the Payment Gateway, Improvements or Installation includes the following steps:**
  - 4.2.1 Analysis and assessment of the time needed for environment configuration changes, for performance improvements or for Installation.
  - 4.2.2 Approval of the timeframe for works execution as well as Versions that will include the planned Improvements.
  - 4.2.3 Performance of the Task.

**4.3 Timeframes for provision of Temporary and Permanent solutions depending on the Type of Error are agreed by the Parties in the following table:**

The Type of Error	Timeframes for provision of solutions from the moment of receipt of an Error message	
	Temporary solution	Permanent solution
Critical Error	8 hours	12 hours
Non-Critical Error	24 hours	In the following Version

- 4.4 The timeframes specified in clause 4.3 of the Procedure shall be calculated from the moment of registration of the Ticket in the Support System (date and time of adding the Ticket) or from the moment of receipt of an Error message in a different order (in exceptional cases, if the Support System cannot be accessed) subject to the provision of all the necessary information to correct Errors. If the Company does not have the necessary information to correct Errors, requested from the Authorized Representative, the timeframes for correction of Errors are calculated from the moment of providing the other information requested.
- 4.5 For the defects and (or) the failures, referred to in clause 4.7 of the Procedure, the timeframes for provision of Temporary and Permanent solutions shall be agreed by the Parties separately.
- 4.6 The Parties may change the type of Error by mutual agreement by changing the priority of a Ticket. Herewith the Party, that changes the priority of the Ticket shall provide justifications of such change to the other Party.
- 4.7 As defined in clause 1.2 of the Procedure, the following defects and (or) the failures are not recognized by the Parties as Errors, and are not corrected by Employees of the Company in accordance with this Procedure, if it is determined that the cause of these defects and (or) failures is at least one of the cases mentioned below:
- 4.7.1 failures and (or) the downtime of hosting provider and (or) data networks, as well as any failure and (or) downtime of third-party systems, services and equipment integrated with the Payment Gateway;
- 4.7.2 The change of settings and parameters of the Payment Gateway via PAP performed by the Client employees.
- 4.8 After correcting Errors, the Client conducts the Payment Gateway testing in order to verify the correction of Error. The Client shall notify the Company about the test results no later than one (1) business day after the end of testing.

**5. SCHEDULED UPDATE OF VERSIONS**

- 5.1 The Company carries out an update of Versions that is associated with general system improvements, security patches, data protection and Errors corrections.
- 5.2 The Client shall be notified about releases of new Versions via e-mail including possible Downtime of the Payment Gateway if there is any. The Company shall describe Improvements included in the new Version in the newsletter.

## **6. AVAILABILITY ASSESSMENT**

- 6.1 The Payment Gateway availability is assessed by the online services provided by pingdom.com company to ensure independent monitoring. pingdom.com checks the Payment Gateway functioning from data processing centers worldwide to virtually entirely exclude local control errors due to network failures. Please note that Company grants no warranties and does not bear any secondary responsibility for the availability, amount and accuracy of services rendered by pingdom.com. The Parties agree that pingdom.com acts as a service provider for the Parties but does not act as an agent of any Party.
- 6.2 Company recommends the Client to open a Professional Account with pingdom.com (see <https://www.pingdom.com/pricing>). The pingdom.com service checks the accessibility of all the Payment Gateway at one-minute intervals.
- 6.3 The Client will have access to the accessibility results achieved by pingdom.com and the Company cannot distort them. The Parties may agree to choose any other provider of similar services provided that this service supplier is not any Party's affiliate.

## **7. ESK ISSUING PROCEDURE**

- 7.1 The Orders sent via internet network in Payment Gateway will be acknowledged as a document signed by the Client subject to simultaneous compliance with the following terms and conditions:
  - 7.1.1 the Order is sent with the use of the Company's API and the cryptographic system with the open key, within the frames of which the corresponding ESK are issued;
  - 7.1.2 the Order is signed with the ESK issued by the Client;
  - 7.1.3 upon verification of the ESK with the use of ESVK, the document authentication is performed, and in case of introduction of alterations into the corresponding electronic document after its signing with the Electronic signature, the document authentication is not performed;
  - 7.1.4 the ESVK become effective on the day of their receipt by the Company;
  - 7.1.5 the Certificates of Transfer and Acceptance of the ESVK, including invalid ones, are to be kept by the Parties not less than 5 (five) years from the date of expiration of their validity period, unless the longer period is established by the applicable legislation.
- 7.2 In case of signing by the Parties of the Certificate of Transfer and Acceptance of the ESVK, the validity period of the keys makes 1 (one) year from the date of issue of signing of the Certificate.
- 7.3 Transfer of the ESVK is performed by the way of sending by the Client of the Certificate of Transfer and Acceptance of the ESVK (hereinafter – "Certificate") containing the ESVK to the address: [ceo@finstrument.pl](mailto:ceo@finstrument.pl).
- 7.4 Notification of the Discredit or of expiration of the validity period of the ESVK, the ESK (hereinafter – "Keys") is performed by the Client in accordance with the procedure stipulated by the clause 7.3 of the SOP, after issue of the new Keys and execution of the Certificate of Transfer and Acceptance of the ESVK.

- 7.5 The Client is obliged to send to the address of the Company the Certificate, signed on the part of the Client not later than five working days, from the day of sending of the Certificate in accordance with the procedure established by the clause 7.3 of the SOP (hereinafter – the “Message on Use of the Keys”).
- 7.6 The Client is obliged to make sure that the Company has received the Messages on Use of the Keys. The confirmation of receipt of the message by the Company is the letter of reply from the electronic mail address of the Company with confirmation of receipt.
- 7.7 Within one business day from the day of receipt of the Message on Use of the Keys, the Company performs the installation of the ESVK in Payment Gateway.