

PROPERTY TRUST MANAGEMENT AGREEMENT

No. ____/COMBO
dated

_____, hereinafter referred to as the "**Grantor**", on the one hand, and Kiosk IT System Trading LLC (license No. CN-1742230), registered in accordance with the legislation of the United Arab Emirates, hereinafter referred to as the "**Agent**", represented by the Managing Director Alexander Chub, acting on the basis of the Resolution of the Founders, on the other hand, hereinafter collectively referred to as the "**Parties**", have concluded the Property Trust Management Agreement (hereinafter referred to as the "**Agreement**") about the following:

1. SUBJECT MATTER OF THE AGREEMENT

1.1. Under the present **Agreement**, the **Grantor** transfers his property (hereinafter – the "**Property**") to the trust management of the **Agent** under the Annex No.1 to the present **Agreement**, and the **Agent** is obliged to provide the management of **Property** in the interests of the **Grantor**;

1.2. The aim of the **Property** trust management is to get the maximum profit from its using as a payment terminal and digital advertising screen;

1.3. The **Agent** shall, within 30 (thirty) calendar days from the date of transfer by the **Grantor** of his **Property** in trust management, prepare the **Property** for use, including installation of the necessary software, and conclude a rental contract for the **Property**, etc. If the mentioned terms change, the **Agent** has to notify the **Grantor** about it additionally.

2. RIGHTS AND OBLIGATIONS OF THE PARTIES

2.1. The Agent is obliged to:

2.1.1. until the 10th day of the month following the reporting period (month), submit to the **Grantor** a report on the trust management by placing such a report in a personal **Grantor's** online office on the **Agent's** website: www.taunigma.biz (hereinafter referred to as the "**Online Office**"). The report shall contain information on transactions and actions performed by the **Agent** with respect to the **Property**, the amount of income received during the reporting period, and the amount of costs related to management of the **Property**;

2.1.2. if it is necessary, make repairs and update software using its own resources at the expense of monthly payments to the special insurance fund under Annex No.1 to the present **Agreement**;

2.1.3. make transactions in connection with the **Property** on its own behalf for the benefit of the **Grantor** (searching for the **Property** installation sites, attracting advertisers);

2.1.4. provide the **Grantor** with access to its personal **Online Office** (www.taunigma.biz), which contains all the necessary information (daily reports on any transactions made in relation to the **Property** (without information on the payer and the details of the payment transaction), reports, etc.);

2.1.5. within 10 (ten) business days from the request of the **Grantor**, provide the **Grantor** with the address of **Property** location.

2.2. The Agent has the right to:

2.2.1. define by his own the ways of trust management maintenance of the **Property**, make any legal and practical actions with the **Property** (including the defining of **Property** location, conditions of its using, necessity of making repairs of the **Property**, improving its technical and other features etc.) except for pledging and selling the **Property** without written consent of the **Grantor**;

2.2.2. receive remuneration for trust management of the **Property**, and also get the compensation for all the expenses, arising in the process of **Property** trust management, either at the expense of the **Grantor**, or by means of the profit from **Property's** using;

2.2.3. entrust to another person to make actions necessary for **Property** management. In this case, the **Agent** has to inform the **Grantor** about such delegation as soon as possible;

2.2.4. by the agreement with the **Grantor**, buy out the **Property** under Annex No.1 to the present **Agreement**.

2.3. The Grantor is obliged to:

2.3.1. transfer the management of the **Property** to the **Agent** under Annex No.1 to the present **Agreement**;

2.3.2. provide the **Agent** with copies of the documents concerning **Property**, as well as all the other necessary documentation and information;

2.4. The **Grantor** has right to choose the location for the **Property** on his own. He has to inform the **Agent** about the choice in advance; the final decision about **Property's** location is taken by the **Agent**;

2.5. The **Grantor** is not entitled to interfere with **Agent's** operational activities, including the activities connected with the **Property** management;

2.6. In case it is required to publish information regarding the **Agent** and its activities (quotes, video and audio

recordings, photographs, confidential information, etc.), the **Grantor** shall obtain a written consent from the **Agent's** authorized representative.

3. SETTLEMENT OF ACCOUNTS

3.1. Payment terminal:

3.1.1 The **Agent's** reward shall amount to 50% (fifty percent) of the total income received by the **Agent** from the **Property** management over the reporting period (month) after deduction of all the costs associated with **Property** management and contributions to the insurance fund according to Appendix No.1 hereto;

3.1.2. A personal account for the cash flow management is created at the moment of installation of the **Property**. Advance funds in the amount of 1,850 AED are transferred by the **Agent** to this account as an initial working capital;

3.1.3. If at the end of the reporting period the calculation concerning work and operation of the **Property** demonstrates that income from the **Property** is negative, the **Agent** shall pay the current costs out of advance funds. In case advance funds are not enough to cover all the costs, the **Agent** is obliged to pay them up to zero balance out of its own funds;

3.1.4. Accrual of remuneration to the **Grantor** is made from the final amount of revenue after deduction of charges excluding advance funds that are kept on the current account;

3.1.5. Accrual of remuneration is made only off the amount that exceeds advance funds in the amount of 1,850 AED.

3.2. Digital advertising screen:

3.2.1. The **Agent's** reward for the reporting period (month) shall make up 50% of one advertising estimate indicator (AEI) received by the **Agent** in connection with management of all the **Property** managed by the **Agent** as of the calculation date. The AEI are calculated as follows: the amount of funds received from the advertisers over the reporting period shall be included in the **Agent's** single advertising pool. At the end of the reporting period, the costs associated with the **Property** management incurred for the reporting period, as well as contributions to the special insurance fund shall be deducted from the above amount. To calculate the AEI, the resulting sum shall be divided by the number of the **Property** managed by the **Agent** as of the calculation date;

3.2.2. If at the end of the reporting period the calculation demonstrates that income from the **Property** is negative, the **Agent** shall pay the current costs out of its own funds.

3.3. The **Agent** holds the reward (under the conditions of paragraphs 3.1.1 and 3.2.1 of the present **Agreement**) from the income earned under the trust management of **Property** on his own.

3.4. All the money received by the **Agent** from **Property** trust management are on **Agent's** current account.

3.5. The **Grantor** shall have the right to dispose of the remaining 50% of the net profit from trust management of the **Property** at its own discretion, including: 1) to create a request in the **Grantor's Internet Office** for withdrawal of these funds to the **Grantor's** settlement or card account, with all the bank charges payable by the **Grantor**; 2) to pay for new orders for purchase of goods and services.

3.6. The **Parties** have agreed that the costs referred to in paragraphs 3.1.1. and 3.2.1 hereof shall include: 1) lease of territory (room) for the **Property**; 2) maintenance of the **Property**; 3) insurance of the **Property** (if necessary); 4) protection of the **Property** (if necessary); 5) transportation of the **Property** (if necessary); 6) payment for the services of advertising agents, 7) reinstallation of the **Property**, 8) receiving permits, as well as other costs that may arise in the process of **Property** management. The **Agent** shall determine the need and the size of such costs on his own.

4. SUPPLEMENTARY CONDITIONS

4.1. In case it is needed to modify the **Property** and/or purchase additional equipment for the purpose of performing further activities connected with **Property** management, or to obtain an additional source of income from its management, the **Agent** may make such a modification/purchase with the **Grantor's** consent. In this case, all the costs associated with the modification/purchase shall be borne by the **Grantor** in full.

5. TERM OF THE AGREEMENT

5.1. The present **Agreement** enters into force from the date it is signed by both **Parties** and remains in force without limit of time;

5.2. The **Parties** have the right, by mutual accord, to terminate the present **Agreement** at any time before maturity. The termination can be made on the initiative of any Party with notice sent not less than 2 (two) months in advance. In this case, the **Parties** have to make all the mutual settlements;

5.3 In case of termination of the present **Agreement** (for any reason), the **Property** is transferred to the **Grantor** "as it is";

5.4. In case of violation by the **Grantor** of the terms and conditions specified in Paragraph 2.6 hereof, the **Agent** shall have the right to terminate this **Agreement** unilaterally. In this case, the **Agent** shall transfer the **Property** to

the **Grantor** "as it is".

6. LIABILITY OF THE PARTIES

6.1. If obligations under the **Agreement** are failed to fulfill or fulfilled improperly by any of **Parties**, guilty Party takes all the responsibility under the present **Agreement** conditions or under the laws of the United Arab Emirates;

6.2. The **Agent** is not responsible for damages caused by Force majeure or by **Grantor's** actions.

7. FINAL PROVISIONS

7.1. If the **Grantor** wishes to transfer additional **Property** to the **Agent** for the purpose of trust management, the **Parties** shall conclude a new trust management agreement;

7.2. Any changes and supplements to the present **Agreement** are valid if made in written form and signed by the authorized representatives of both **Parties**;

7.3. The **Parties** are obliged to inform each other about any changes of their addresses, payment details, telephone numbers and so on. Actions under the previous addresses and payment details made before being informed about the changes, are considered to be executed properly;

7.4. All disputes and differences arising in connection with this **Agreement** shall be settled by the **Parties** through negotiations. If the consensus is impossible to reach, the disputes shall be submitted to the corresponding authorities according to the laws of the United Arab Emirates;

7.5. The text of the present **Agreement** is read in full by the **Parties** before being signed, its content and meaning are complied with their true will and intentions, and hereafter the **Parties** shall not have any claims to each other.

8. PARTIES' ADDRESSES AND DETAILS

8.1. Agent:

Kiosk IT System Trading L.L.C., P.O. Box 109924, Abu Dhabi, U.A.E.

Phone: +971 2 445-90-19

Fax: +971 2 445-90-29

e-mail: info@ntpayments.com

Account AE370260001024850251102 in Emirates NBD, Dubai, UAE

SWIFT: EBILAEAD

8.2. Grantor:

9. SIGNATURES AND SEALS OF THE PARTIES

9.1. Agent:

Seal

9.2. Grantor:

Seal

**LIST OF PROPERTY,
BEING TRANSFERRED TO TRUST MANAGEMENT**

Due to the present **Agreement**, the object under the trust management transferred by the **Grantor** to the **Agent** is the following property (hereinafter – the “**Property**”):

No.	Property Name	Registered Number	Other Features	Price (including VAT), AED
1	Interactive computer advertising and payment complex Taunigma-Combo			38 430.00

1. The **Grantor** guarantees that the **Property** transferred to the trust management: 1) is his own property, that is confirmed by Invoice No.____ dated _____; 2) is not an object of pledge (arrest) or other burdens, and third parties are not setting any claims to this **Property** and they will not make any claims or demands to the **Agent**;

2. On a monthly basis, the **Agent** is obliged to make contributions for each **Property** unit (at the expense of income received from **Property** using) to a special insurance fund in the amount of 300 AED (Three hundred Dirham (UAE)), necessary for providing permanent workability of the **Property** (repairs, upgrades etc.);

3. By agreement with the **Grantor**, the **Agent** has the right to buy out the **Property** mentioned in the present Annex according to the following scheme:

- 1) within 1–12 months from the date of payment for the **Property**, for 49% of the total cost of the **Property** specified in this Appendix;
- 2) within 13–24 months from the date of payment for the **Property**, for 67% of the total cost of the **Property** specified in this Appendix;
- 3) within 25–36 months from the date of payment for the **Property**, for 80% of the total cost of the **Property** specified in this Appendix;
- 4) beginning from the 37th month and on from the date of payment for the **Property**, for 100% of the total cost of the **Property** specified in this Appendix.

SIGNATURES AND SEALS OF THE PARTIES

Agent:

Seal

Grantor:

Seal