



*The standard form of the Agreement for leasing the mechanical safety deposit box
for individuals, corporate business, corporate representative offices/
individual entrepreneur/advocate/ private notary /
private bailiff / professional mediator*

AGREEMENT FOR LEASING THE MECHANICAL SAFETY DEPOSIT BOX

This Agreement for leasing the mechanical safety deposit box (hereinafter called «Agreement») determines conditions and a procedure of First Heartland Jysan Bank JSC (hereinafter called the «Bank») transactions for provision of mechanical safety deposit boxes to private persons (residents and non-residents of the Republic of Kazakhstan) and to corporate business, corporate representative offices/branches, individual entrepreneurs, advocates, private notaries, private bailiffs, professional mediators (hereinafter called «Lessee») according to the legislation of the Republic of Kazakhstan and internal documents of the Bank, establishes rights, obligations, responsibility of the parties and characteristics of the legal relationship between Bank and the Lessee (as it is determined below).

This Agreement is the agreement for accession concluded according to provisions of Article 389 of the Civil code of the Republic of Kazakhstan, conditions of which can be accepted by the Lessee no doubt as by accession to this agreement in general based on the Statement of accession to this agreement according to Appendix No. 1 of this agreement (hereinafter called «Statement of accession»). Data on Bank and the Lessee are specified in the Statement of accession. Thus, the Statement of accession and the Agreement are the single document.

Signing by the Lessee of the Statement for accession confirms that:

- The Lessee has read, understood and accepted terms of the Agreement without any comments and objections;
- The Agreement doesn't contain any burdensome conditions for the Lessee, which the Lessee wouldn't accept rely upon the reasonably understood interests;
- The Lessee has no right to refer to absence of his signature in the Agreement as the proof of that the Agreement wasn't read/understood/approved by him if the Bank has a Statement of accession signed by the Lessee;
- The Lessee agrees with all conditions of provision of the safety deposit box for lease;
- All provisions of the Agreement fully correspond to interests and declaration of will of the Lessee;
- The Lessee observes all procedures necessary for the conclusion of the Agreement and provision of the safety deposit box for lease;
- the conclusion of the Agreement and execution of its conditions, including, provision of the safety deposit box for lease under the Agreement, won't break and won't lead to violation of any regulation of the legislation of the Republic of Kazakhstan and/or the legislation, applicable to the Lessee.

All Appendices to the Agreement (in case of their availability), the statements accepted by Bank from the Lessee as part of the service for providing the safety deposit box for lease by putting down of the corresponding mark of Bank are an integral part of the Agreement unless the context otherwise requires.

1. Scope of agreement

1.1. The Lessee shall lease, and the Bank, in accordance with the terms hereof, shall provide for temporary possession and use the safety deposit box in the automated safe bank depository for placement in them of valuable things and documents.

1.2. The Lessee shall pay for Bank services in the amount of and in the terms provided by this agreement and applicable rates of Bank (hereinafter called Rates).

1.3. The numbers of the safe and key shall be specified by Bank in the Statement of accession.

2. Rights and obligations of the Parties

The Lessee shall be obliged:

2.1. To pay a rent for use of the safety deposit box according to Rates of Bank.

2.2. To use the safety deposit box by the method excluding its damage, to ensure safety of a key.

2.3. To pay a penalty, the information on the amount of which is posted on the Internet resource of the Bank at the address: www.jysanbank.kz (hereinafter - the Internet resource of the Bank), as well as in branches (additional branches offices) in accessible locations for the Lessee's review, for the replacement of the lock of the safety deposit box due to the Lessee's fault or loss of the key.

2.4. To use the safety deposit box in accordance with the terms of the Agreement, specifically not to place the substances forbidden to storage in the safety deposit box, not to use the safety deposit box for storage of explosive and flammable substances, ammunition, fire, gas and cold weapon, the chemical, poisoning radioactive, narcotic and psychotropic substances, food and perishable things, objects and things withdrawn from civil circulation or limited in civil circulation in accordance with the law, other property capable to cause damage to Bank and harm to employees of Bank.

2.5. To remove all things from the safety deposit box, to hand over a key in operative condition to the ranking officer of Bank upon expiry of the Agreement.

2.6. To pay to Bank a penalty for late payment of safe deposit box leases, the information on the amount of which is posted on the Internet resource of the Bank, as well as in branches (additional branch offices) in locations accessible to the Lessee's review, effective on the day of charging a penalty.

2.7. To notify Bank within three days in writing or through other communication means on change of a residence, details of the Lessee's identity document and also other details (contact telephone numbers, e-mail addresses, etc.) with provision of originals / notarized copies of the documents confirming these changes. In case of failure of notification and/or the untimely notification, the Bank is excused from damage which can be caused to the Lessee owing to failure of notification and/or the untimely notification.

2.8. To notify Bank within 1 (one) working day from the date of fulfillment of the following actions in writing or on other (specified in clause 11.13 of the Agreement) means of communication approved by the Parties, with provision of originals / notarized copies of documents confirming these actions:

1) at provision to the third parties of right to use the safety deposit box and disposition of the values and documents which are in the safety deposit box of the Lessee;

2) in case of early termination of powers of persons, authorized to use the safety deposit box and to dispose of the values and documents which are in the safety deposit box of the Lessee based on the power of attorney.

In case of violation by the Lessee of the notification procedure established by this point, the Bank shall be excused from damages which can be caused to the Lessee owing to such violation.

2.9. To provide the answer and also to come to the Bank on the first demand in the terms established by Bank, in case of the notification Bank according to point 2.20. of this Agreement.

2.10. To notify Bank no later than 1 (one) working day about loss of a key. In case of failure of the notification and/or the untimely notification, the Bank is excused from damage which can be caused to the Lessee owing to such failure of the notification and/or the untimely notification.

2.11. To read the Bank's rates which are posted on the Internet resource of the Bank, as well as in branches (additional branches offices) in accessible locations for the Lessee's review.

The Lessee shall have the right:

2.12. To grant right to use the safety deposit box to the authorized representative.

2.13. In case of damaging the lock to replace the lock of the safety deposit box (Appendix No. 4) according to the written application.

2.14. To make up an inventory of value things and documents placed in the safety deposit box.

2.15. To have free access to the safety deposit box for the period specified in this Agreement.

2.16. In accordance with unilateral provisions to refuse the Agreement performance, to clear the safety deposit box and to hand over the key to the authorized employee of Bank. In this case the rental payment for remaining period of lease shall not be returned.

The bank shall be obliged:

2.17. To ensure integrity and safety of the safety deposit box during all validity period of this Agreement.

2.18. To provide to the Lessee the safety deposit box in operative condition, suitable for use for the purposes provided by this Agreement.

2.19. To provide an open entry of the Lessee to the safety deposit box for the placement in the safety deposit box or extraction from the safety deposit box of valuable things and documents in time established by this Agreement.

2.20. To inform the Lessee about circumstances this can lead to loss or damage of the valuable things and documents which are in the safety deposit box within three working days from the date of their identification.

2.21. To acquaint the Lessee with applicable rates of Bank when entering this Agreement.

2.22. To perform the actions provided by chapter 4 of the Agreement without waiting for the answer of the Lessee (points 2.9), in case of loss or damage of the valuable things and documents which are in the safety deposit box of the Lessee.

2.23. to provide access to an authorized person of the state authorities, that carries out state regulation, control and supervision of the financial market and financial organizations, to the safety deposit box to verify the actual availability and content of the backup copies (electronic data in the nominal holding system) in the presence of the Lessee (for business clients, participants of the securities market, providing services of nominal holding).

2.24. To replace the Lessee's safety deposit box for an existing similar safe (cell) in the event of a technical malfunction of the safety deposit box / safety deposit box lock through the fault of the Bank.

2.25. To reimburse the lease amount to the Lessee for the remaining term of the safety deposit box lease, in case of non-fulfillment of point 2.24. of this Agreement.

The bank shall have the right:

2.26. Independently to establish Rates for lease of the safety deposit box.

2.27. Unilaterally to change Rates, information of which the Lessee is placed in branches (additional premises of branches) and other divisions of Bank in places, available to review of the Lessee, and also on the corporate website of Bank to the address: www.jysanbank.kz not later 5 (five) working days before introduction of such changes.

2.28. To request of any documents as required by the legislation of the Republic of Kazakhstan and internal documents of Bank at the conclusion of the Agreement and validity period of the Agreement.

2.29. To terminate the Agreement before its expiry if the Lessee used the safety deposit box in defiance of Requirements of sub-clause 2.2., 2.4. of this Agreement.

2.30. To refuse servicing in cases and in accordance of required by the legislation the Republic of Kazakhstan of counteraction of legitimization (laundering of proceeds) of income obtained by criminal means, and of financing of terrorism (in the absence of possibility of fixation of the client data necessary for carrying out its identification, and also impossibility of check of reliability of the information provided to them).

2.31. To stop business relations with the Lessee in case of failure to present by the Lessee of data and information necessary for check of reliability and updating of data of the Lessee (his representative), and also in case of origin in the course of servicing of the Lessee of suspicions that business relations are used by the Lessee for the purpose of legitimization (laundering of proceeds) of income gained in the criminal way, or financings of terrorism as required by the legislation the Republic of Kazakhstan in regard of counteraction of legitimization (laundering of proceeds) of income gained in the criminal way, and to financing of terrorism (hereinafter called the Law LI/FT).

2.32. Unilaterally to refuse Agreement performance and to demand from the Lessee to clear the safety deposit box, to return the key and electronic card in the following cases:

- if the Lessee uses the safety deposit box with substantial breach of terms of the Agreement or purposes of the safety deposit box, despite the written warning of Bank of the termination by the Lessee of such actions;

- if the Lessee willfully or negligently significantly worsens the safety deposit box conditions, despite the written warning of Bank of the termination of such actions.

- for reasons and in accordance with the procedure prescribed by the AML / CFT Law.

The Bank shall send to the Lessee's address indicated in the contact details, statement of accession, a notice on the refusal to execute this Agreement (in full) in electronic form or by mail (at the discretion of the Bank) within three working days from the date of the decision. The Agreement is considered to be terminated from the date specified in the notification, and no agreements are required between the Parties.

3. Liability of the Parties, reasons for exclusion of liability

The Bank's liability:

3.1. The Bank shall bear responsibility for making of the violations connected with bank servicing of the Lessee in the limits set by the legislation of the Republic of Kazakhstan and this Agreement.

3.2. The Bank shall bear responsibility for not ensuring integrity and safety of the safety deposit box.

3.3. The Bank shall not be liable for placement by the Lessee or his representative in the safety deposit box of things, valuable items and documents, the ownership of which and/or placement of which by the Lessee or his representative in the safety deposit box declared (will be declared) illegal, and also for any damage caused to Bank and/or the third parties in result of owing to such ownership and/or their placement in the safety deposit box of Bank.

3.4. The Bank shall not be liable for safety of the valuable things and documents which are in the safety deposit box if the Lessee didn't notify Bank about loss of a key.

3.5. The Bank shall not be liable for issue of content of the safety deposit box, in case of the charging order, based on a judgment, on Lessee's money and other property which is in the safety deposit box.

3.6. The Bank shall not be liable for damage, caused to the Lessee owing to non-execution and/or improper execution by the Lessee of the obligations provided by this Agreement.

3.7. The bank shall not be liable for loss, shortage or damage of the thing which is in the safety deposit box if loss, shortage or damage of a thing are caused by force majeure or properties of the thing, either intention or rough imprudence of the Lessee.

3.8. In any cases the banking liability in case of violation of terms of this Agreement is limited to the extent of the actual damage caused to the Lessee.

The Lessee shall bear responsibility for:

3.9. Violation of point 2.5. of Agreements by payment of a penalty (penalty fee) for the late payment of the safety deposit box lease, the size of which is determined by the Rates of Bank operating on day of charge of a penalty for each day of delay.

- 3.10. Damage caused to Bank owing to loss of a key or breakdown of the lock because of the Lessee or hand over of a key to the third parties.
- 3.11. Placement in the safety deposit box of things, valuable items and documents, ownership of which by the Lessee or his representative / or placement in the safety deposit box declared (will be declared) illegal, and also for any damage caused to Bank and/or the third parties in result or owing to such ownership and/or their placement in the safety deposit box of Bank.
- 3.12. Placement in the safety deposit box of the things forbidden to storage, explosive and flammable substances, ammunition, fire, gas and cold weapon, the chemical, poisoning, radioactive, narcotic and psychotropic substances, and also for the damage caused to Bank and/or the third parties by their storage in the safety deposit box, food and perishable things, other property capable to cause damage to Bank and harm to employees of Bank.
- 3.13. Damage caused to Bank and/or the third parties by violations of terms of this Agreement, and also properties of the thing which is in the safety deposit box.
- 3.14. Unauthenticity of the documents submitted to Bank, and also for inadequate use of the safety deposit box.

4. Forced opening of the safety deposit box

- 4.1. The bank shall have the right to make forced opening of the safety deposit box in the presence of three employees of Bank, with issuing the act of opening, in case of the Lessee's (his representative) absence after 6 (six) months from the date of the termination of a lease term, in the following cases:
- 1) if the Lessee fails to comply with the terms of the Agreement in terms of the safety deposit box use;
 - 2) absence of the Lessee after 3 (three) months from the date of completion of the lease term;
 - 3) upon receipt of documents from courts, authorities, public officer, private judicial executor, who have the right to make decisions on forced withdrawal of the content held in the safety deposit box (leased by the Lessee), in accordance with the legislation;
 - 4) in other cases provided for by law.
- 4.2. The bank within 1 (one) month after opening of the safety deposit box shall send to the Lessee the notification about the reasons and time of opening of the safety deposit box by insured letter to the address specified in the Agreement. If the Lessee didn't notify Bank on change of the address as provided by the Agreement, it is considered notified properly.
- 4.3. Content of the safety deposit box shall be transferred to storage to the store-room of Bank and returned to the Lessee on the first demand upon payment by the Lessee of charges for replacement of the opened safety deposit box lock as per the Bank's rates in effect on the day of the charges payment, except of the items that are perishable / non-subject to long-term storage, including subjects capable to cause damage to the Bank's property and harm to his workers, which are to be destroyed according to the act.
- 4.4. The valuables withdrawn from the safety deposit box shall be stored in the Bank's storage room for 1 (one) year from the day of opening the safety deposit box without charge for storing valuables in the Bank's storage room.
- 4.5. If the Lessee fails to appear one year after the date of opening the safety deposit box the Bank shall have the right to dispose of the contents of the safety deposit box at its discretion, including in the manner prescribed by law.

5. Lease payment

- 5.1. The lease amount shall be determined in accordance with the Bank's Rates in effect on the date of conclusion of the Agreement.
- 5.2. The lease shall be paid by the Lessee at a time for the entire lease period. The safety deposit box shall be provided to the Lessee only after lease payment. Payment can be made either by wire transfer to the account specified by the Bank, or by making cash payment to the Bank's cash desk.
- 5.3. The lease term of the safety deposit box shall be specified in the statement of accession.

6. Access to the safety deposit box

- 6.1. Access to the Lessee's safety deposit box shall be open during the operations hours. The Bank's operating hours details are available in the branches (additional offices) in accessible places, as well as on the Bank's Internet.
- 6.2 The safety deposit box lease procedure shall include issuing a key to the Lessee from the safety deposit box, while the act of providing the safety deposit box for lease is signed in accordance with Appendix No. 3 to this Agreement.
- 6.3. The safety deposit box shall be opened and closed by the Lessee in the presence of the responsible employee of the Bank.
- 6.4. The safety deposit box shall have a double mechanical key lock. The lock shall be opened simultaneously with two different keys - the Bank employee's key and the Lessee's key. The Lessee locks the safety deposit box with his key, the Bank employee's lock shall be closed automatically.

6.5. Each time the Lessee shall apply to the Bank:

- the Lessee - an individual, an individual entrepreneur, a lawyer, a private notary, a private bailiff, a professional mediator must have an identity document, a key issued by the Bank to the Lessee;
- the authorized representative of the Lessee - a legal entity / an individual - must have an identity document and a power of attorney confirming the authority of that person, a key issued by the Bank to the Lessee.

6.6. The Bank shall have the right not to let the Lessee to the leased safety deposit box in the following cases:

- 1) violation of the terms of the Agreement by the Lessee;
- 2) an identity document not available with the Lessee;
- 3) no key from the safety deposit box with the Lessee ;
- 4) the Lessee has debt to pay for the lease for using the with the Lessee until it is fully paid;
- 5) seizure of the Lessee's property (valuables) located in a leased safety deposit box imposed in accordance with the legislation.

7. Force majeure circumstances

7.1. The Parties shall be excused for partial or complete non-execution of agreement obligations if non-execution was a consequence of the force majeure circumstances which arose after the conclusion of the Agreement as a result of events of extreme nature which the Parties couldn't neither expect nor prevent by reasonable measures.

7.2. Force majeure circumstances are events on which the Party cannot influence on and for which the Party doesn't bear responsibility (for example: earthquakes, floods, fires, etc.).

7.3. The Party referring to such circumstances is obliged to inform in writing in ten-days the other Party on occurrence of similar circumstances, and on request of other Party with occurrence of such circumstances the document issued by competent authority shall be shown.

7.4. The Party shall be obliged to report within three calendar days in writing about cancellation of similar circumstances.

7.5. The time of accomplishment of agreement obligations shall be postponed in proportion to the period during which such circumstances and their consequences are functioning.

8. The Agreement term and procedure for amending the Agreement

8.1. This Agreement shall come into force from the date of signing by the Lessee and acceptance by Bank (by putting down of the corresponding mark of Bank) of the Statement of accession which is an integral part of the Agreement and confirming the fact of the conclusion of the Agreement. The Agreement shall continue until complete performance of the liabilities by the Parties according to this Agreement.

8.2. The Agreement can be terminated:

- as per the written agreement of the Parties;
- as per the Lessee's application for unilateral refusal of Agreement performance submitted according to this Agreement and on condition of absence of the circumstances interfering termination of this Agreement;
- in other cases established by this Agreement.

8.3. The Bank shall have the right unilaterally and without preliminary coordination with the Lessee to make modifications and/or amendments to the Agreement. The Bank informs the Lessee on the modifications and/or amendments made to the Agreement by placement of information on the Bank's corporate website and also by placement of information in operational halls of the Bank's branches and their additional divisions in a place, available to a review, no later than in 10 (ten) calendar days prior to such modifications and/or amendments entered into force.

8.4. The non-provision by the Lessee to Bank of the statement for rejection of terms of the Agreement taking into account the made modifications and/or amendments within 5 (five) working days from the date of informing the Lessee on modification and/or amendments to the Agreement, means consent of the Lessee with the new (changed/added) edition of the Agreement and accession to it in general taking into account the made modification and/or amendments.

8.5. After modification and/or amendments of the Agreement, it shall remain to be in force as the changed/added type.

8.6. In case of modification of the legislation of the Republic of Kazakhstan, before modification and amendments of the Agreement according to the order established by points 8.3. - 8.5. of this Agreement, the agreement Parties shall be guided by relevant provisions of the legislation of the Republic of Kazakhstan.

8.7. The lease duration of the safety deposit box can be prolonged based on the application of the Lessee for prolongation of a lease duration of the safety deposit box submitted in the form established according to an enclosure No. 5 to this Agreement within 3 (three) working days before the termination of a lease duration of the safety deposit box. Thus, lease duration of the safety deposit box from the date of prolongation of lease duration is established according to the standard conditions of lease duration of the safety deposit box established by Bank and operating on the date of prolongation. The statement of the Lessee for prolongation of lease duration of the safety deposit box is an integral part of this Agreement and it is the document confirming acquaintance and acceptance of the lease duration of the safety deposit box operating on the date of prolongation of lease duration.

9. Procedure for the settlement of disputes

- 9.1. The disagreements and disputes arising in this Agreement shall be considered by the Parties independently on an interim basis by negotiations for the purpose of development of mutually acceptable decisions.
- 9.2. "All disputes (disagreements) related to this Agreement that are not settled by negotiation shall be brought before the courts of the Republic of Kazakhstan at the location of the Bank or its branch (at the discretion of the Bank) (except for cases where, in accordance with the requirements of civil procedural legislation, exclusive jurisdiction is established)"

10. Confidentiality

10.1. Any information transferred by the Parties to each other in connection with the Agreement, and also the fact of the conclusion of the Agreement are confidential information and can't be divulged to the third parties without receipt of the prior written consent of other Party unless otherwise follow from requirements of the legislation of the Republic of Kazakhstan or terms of the Agreement.

10.2. The Bank shall not be liable if confidentiality was disclosed because of the Lessee or confidential information was known or became known to the third parties from other sources.

10.3. While submitting the Statement of accession and personally attending in the Bank office, the Lessee agrees that during the term of the Agreement, the Bank has the right to require disclosure of any information, according to provisions of the legislation of the Republic of Kazakhstan, the internal documents of Bank establishing need of observance of the fixed level of disclosure of information, and the Lessee undertakes to provide to Bank, according to its first requirement, any information in the terms established by Bank.

10.4. While submitting the Statement of accession, the Lessee shall irrevocably authorize Bank to provide, pursuant to this Agreement, without any additional consent of the Lessee, to the following third parties:

1) to the legal entities who are the major participants of Bank, to the affiliated legal entities of Bank; to the authorized state bodies, courts, law enforcement agencies (including agency of inquiry and/or pretrial investigation, National Security structure) on their request, or in case of violation by the Lessee of liabilities to Bank, or in case of violation by the Lessee of regulations of the legislation of the Republic of Kazakhstan; to any third parties to whom the Bank stands down the rights to claim under the Agreement, - all and any information concerning the Lessee and/or the Agreement and/or other agreements signed between Bank and the Lessee including expired agreement which is a bank secrecy as it is determined by the legislation of the Republic of Kazakhstan, and also the commercial or protected by the law other secret;

2) to any third parties who are hired or will be hired by Bank in the future, shareholders of Bank and/or affiliates of Bank for implementation of analytical polls, rendering other services, including but not limited, services in return of debt, consulting, legal, auditor and other services, for provision to such third parties of opportunity to fulfill the obligations to Bank, shareholders of Bank and/or affiliates of Bank, as well as for implementation of the functions within the legislation of the Republic of Kazakhstan, - any information concerning the Lessee and/or the Agreement and/or other agreements signed between Bank and the Lessee including expired which is a bank secrecy as it is determined by the legislation of the Republic of Kazakhstan, and also the commercial or protected by the law other secret which is necessary and sufficient for proper rendering services to Bank to shareholders of Bank and/or affiliates of Bank, and as well as for implementation of the functions within the legislation of the Republic of Kazakhstan

(submitting reports / statements / information to the National Bank of the Republic of Kazakhstan, state revenue authorities, as well as in other cases in which there is a need / obligation to submit such information / data);

3) to authorized state bodies of the Republic of Kazakhstan, foreign tax authorities, including tax authorities of the USA (IRS) and foreign tax agents, - any information concerning the Lessee and/or the Agreement and/or other agreements signed between Bank and the Lessee including expired which is a bank secrecy as it is determined by the legislation of the Republic of Kazakhstan, and also the commercial and/or protected by the law other secret, for the purpose of implementation of the requirements determined by the Law of the United States of America «About a tax regime of foreign accounts» FATCA (Foreign Account Tax Compliance Act).

10.5. Hereby the Lessee provides to Bank the unconditional consent to collection by Bank from all sources and handling, distribution by Bank of any information on the Lessee, including banking secrecy and information protected by the law, personal information of the Lessee (his representative) (further - Information), for the purpose of the conclusion and within execution of this Agreement and/or other transactions with Bank, including proper execution by the Lessee of the liabilities and also in connection with origin or possibility between Bank, the Lessee and (or) any third parties including with whom the Lessee and (or) the Bank is connected by circumstances or the relations including but not limited, connected with: rendering banking and other services, including commitment before its rendering and in the course of their rendering any actions / transactions (by an assessment and (or) insurance (if it is provided), etc.) ; the direction of notifications, requirements, and also informing, and about services of Bank; request and receipt of any data and information; concession of rights to claim; and also in other cases wherein there is a need of collection, handlings and distribution of Information. Collection, handling and distribution of Information are performed at the discretion of Bank by any methods which are found to conform to Law of the Republic of Kazakhstan.

The bank has the right:

- 1) to transfer Information to authorized state bodies and any other persons when the Bank is obliged or has the right to make such actions according to requirements of the legislation, the signed agreements and in other cases; to perform cross-border information transfer according to sub-clause 1) clause 3 of Art. 16 of the Law of RK "About Personal Information and Their Protection" (further - the Law);
- 2) to distribute Information according to clause 2 of Art. 15 of the Law;
- 3) independently to determine conditions of access to Information;
- 4) to store Information on any carriers during the storage time established by the legislation of RK and internal documents of Bank after the termination of legal relationship with Bank.

The bank isn't obliged to notify someone on the actions for collection, handling and transfer of information made by Bank to any third parties. The Lessee undertakes to report in writing within 3 (three) working days to Bank about new Information, any changes and/or additions of Information transferred by him to Bank with provision to Bank of the relevant supporting documents for making modifications and (or) amendments by Bank into Information.

11. Final provisions

11.1. The agreement is a complete mutual understanding of the Parties with respect to its subject matter, and supersedes all previous written or oral agreements or arrangements that existed between the Parties with respect to the terms of the Agreement.

11.2. The Agreement is obligatory for the Parties, their legal successors and authorized representatives.

11.3. If any provision of the Agreement becomes invalid or will become invalid or illegal, it shall not have impact on validity and legality of other provisions of the Agreement. In such cases the Parties will use the best efforts for replacement of an invalid provision by the new legally significant provision.

11.4. Submitting the Statement of accession the Lessee confirms that:

- a) all information provided by the Lessee for the purposes of the conclusion and agreement performance is/will be reliable, complete and exact;
- b) the conclusion of the Agreement doesn't contradict, and won't contradict any agreements the party of which is the Lessee, and also to any other requirements which the Lessee is obliged to observe or which are applicable to it, including the legislation of the Republic of Kazakhstan and the legislation of the country of residence of the Lessee.
- c) The Lessee is duly established and registered in accordance with the legislation of the country of origin (for corporate entities).

11.5. The Lessee shall recognize and agree that the Bank actively works on prevention of cases of involvement of Bank in criminal acts and schemes on money laundering, such as legalization of income gained in the criminal way, terrorism, fraud, corruption, etc. Standards of work of Bank are directed on preserving and protection of reputation of Bank and also that the trust of lessees in respectability of Bank wasn't undermined by any means. With respect thereto, the Bank at discretion establishes certain requirements to the lessees of Bank and transactions and transactions made by lessees of Bank which can periodically change. So Bank can establish the criteria by which one or another lessee of Bank either any transaction of the lessee of Bank can be carried to the category of unusual/suspicious lessees and/or transactions.

11.6. Hereby the Lessee assures that concerning the personal information of subjects of the personal information transferred and which are subject to transfer in the future by the Lessee to Bank under the Agreement (on Representatives), and also in other cases when according to the legislation of the Republic of Kazakhstan and (or) internal documents of Bank there is a need of collection, handlings of such personal information, the Lessee received previously from subjects of personal information which it provided, of consent to collection and handling of personal information, to transfer of personal information to the third party, including Bank, collection and handling by their Bank, to cross-border transfer of personal information, irrespective of ensuring with the corresponding foreign state protection of the transferred personal information if such transfer isn't forbidden or isn't limited to the legislation of the Republic of Kazakhstan.

In case of need, determined by Bank, the Lessee provides to Bank documentary confirmation of availability collected by the Lessee from subjects of personal information consent of collection and processing of personal information, on transfer of personal information to the third party, including Bank, collection and handling by their Bank, on cross-border transfer.

Responsibility for lack of the above-mentioned consent is laid on the Lessee. In case of application to Bank of any measures for a violation of the law of the Republic of Kazakhstan about personal information the Lessee undertakes to compensate to Bank, on request of Bank, any expenses and losses incurred by Bank.

11.7. In case of execution of the liabilities under this Agreement, the Parties, their affiliates, workers or intermediaries do not:

- a) pay, suggest to pay or allow payment or values, directly or indirectly, to any persons, for rendering influence on actions or solutions of these persons with the purpose to get any illegal advantages or other illegal purposes;
- b) perform the actions qualified by the legislation of the Republic of Kazakhstan applicable for the purposes of this Agreement, as giving/taking of a bribe, commercial bribery, corruption.

11.8. Each of the Parties of this Agreement shall refuse stimulation somehow of workers/representatives of other Party, including by provision of money, gifts, non-paid accomplishment to their address of works (services) and another not listed in this point methods putting worker/representative of other Party into certain dependence and the

accomplishment by this employee / representative of other Party of any actions aimed at providing for benefit of the Party stimulating it.

The actions of the employee of Bank, performed for benefit of the Lessee stimulating this employee with above-mentioned methods, mean:

- a) provision to the Lessee of unjustified benefits in comparison with other lessees of Bank;
- b) provision to the Lessee of any guarantees, not stipulated by the legislation and internal documents of Bank;
- c) acceleration of the existing procedures;
- d) other actions of the worker which are contrary to internal documents of Bank and the principles of accountability and openness of relations between the Parties.

11.9. An order of an arrangement of articles, names of articles and other headings containing in the Agreement are used for convenience and don't contain any restrictions, characteristics or interpretation of any provisions of the Agreement.

11.10. Regarding the issues which shall not be settled by this agreement, the Parties shall be guided by the legislation of the Republic of Kazakhstan.

11.11. The Agreement is executed in the state, Russian and English languages. In case of discrepancy of texts of the Agreement in the state, Russian and English languages, the Parties are guided by the text of the Agreement in Russian.

11.12. This Agreement on request of the Lessee shall be handed to him in case of his conclusion, for convenience of their application, execution and observance. If the Lessee wishes to receive other services provided by Bank except provided in the Agreement, the conclusion of separate contracts for rendering the corresponding services, and also observance of other requirements provided by regulatory legal acts of the Republic of Kazakhstan and/or domestic policy, standards, procedures, other internal documents of Bank is required.

11.13. All notices to be sent in accordance with the terms of this Agreement shall be sent at the Bank's discretion in one of the following ways: to the postal address / by fax number / by e-mail / by sending an SMS message to the Lessee's telephone number specified in the Statement for accession.

Bank details:

Medeu District, Nursultan Nazarbayev Ave., Building 242, 050059, Almaty, Republic of Kazakhstan

Certificate of state re-registration of a legal entity dated 26.04.2019

BIN 920140000084

IIC KZ48125KZT1001300336 in NB RK,

BIC TSESKZKA

**APPLICATION FORM
for accession of an individual to the Agreement of the safety deposit box lease**

Name of Lessee _____(hereinafter called «Lessee»)

IIN:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Personal identification document:

- The identity card of the citizen of the Republic of Kazakhstan
- The passport of the citizen of the Republic of Kazakhstan
- Residence permit of the foreigner in the Republic of Kazakhstan
- The certificate of the person without citizenship
- Certificate of birth
- Foreign passport

Series and document number, proving the identity _____

Date of issue “___” _____

Valid before “___” _____

Issuing authority: - MIA of RK; - MOJ of RK; - Other _____

Residency indicator: Resident; Non-resident; Country of residence _____

Residence address: _____

Contact telephone number: _____

Electronic mail (web-site): _____

According to article 389 of the Civil code of the Republic of Kazakhstan, according to this Statement of accession, the Lessee accepts provisions of the lease of the safety deposit box (hereinafter called "Agreement"), in the edition placed on the Internet resource of Bank to the address www.jysanbank.kz as of day of signing of the Statement and confirms that:

- 1) The Agreement is read, adopted by the Lessee in full, without any notes and objections, doesn't contain any burdensome conditions for the Lessee which, proceeding from reasonably understood interests of the Lessee, wouldn't be accepted;
- 2) This Statement in total with the Agreement is the Lease Agreement of the safety deposit box;
- 3) agreed of modifications and amendments of First Heartland Jýsan Bank JSC (hereinafter called «Bank») of Agreements unilaterally by placement of the Agreement in the new edition, taking into account the made modifications and/or amendment on the Internet resource of Bank to the address www.jysanbank.kz;
- 4) has no right to refer to absence of the signature in the Agreement as the proof of that the Agreement wasn't read / accepted by the Lessee if the Bank has this Statement;
- 5) The bank provided exhaustive information about: rates, conditions of provision of banking services on the Agreement, the list of necessary documents for the conclusion of the Agreement, about responsibility and possible risks in case of default on obligations of the Agreement.

With respect thereto, the Lessee asks to provide the safety deposit box for lease:

Small Medium Large

lease term: _____

The Lessee _____

(name (upon availability))

(signature)

«_____» _____ 20__.

MARKS OF BANK

First Heartland Jýsan Bank JSC
Medeu District, Nurtsultan Nazarbayev Ave., Building 242, 050059, Almaty, Republic of
Kazakhstan
BIN 920140000084
IIC KZ48125KZT1001300336 in National Bank of the Republic of Kazakhstan
BIC TSESKZKA, Beneficiary Code – 14

Operations/ Additional office No. _____
_____ of the branch First Heartland Jýsan Bank JSC, address:

Agreement of accession No. _____ dated ____ _____ 20__

As per this Statement of accession the Lessee is provided with the safety deposit box for lease:

Safety deposit box size	Key number	Safety deposit box number

This Statement of accession was adopted, the Lessee identified, documents on leasing the safety deposit box checked.

____ _____ 20__.

Executer: _____ name _____ signature, stamp (if available)

**APPLICATION FORM
for accession of an individual to the Agreement for the safety deposit lease**

Name of Lessee _____

BIN/IIN:

--	--	--	--	--	--	--	--	--	--	--	--

Residency indicator: Resident; Non-resident; Country of residence _____

Legal address: _____

Residence address: _____

Contact telephone number: _____

Fax (if available) _____

Electronic mail _____

(web-site): _____

According to article 389 of the Civil code of the Republic of Kazakhstan, according to this Statement of accession, the Lessee accepts provisions of the lease of the safety deposit box (hereinafter called "Agreement"), in the edition placed on the Internet resource of Bank to the address www.jysanbank.kz as of day of signing of the Statement and confirms that:

- 1) The Agreement is read, adopted by the Lessee in full, without any notes and objections, doesn't contain any burdensome conditions for the Lessee which, proceeding from reasonably understood interests of the Lessee, wouldn't be accepted;
- 2) This Statement in total with the Agreement is the Lease Agreement of the safety deposit box;
- 3) agreed of modifications and amendments of First Heartland Jýsan Bank JSC (hereinafter called «Bank») of Agreements unilaterally by placement of the Agreement in the new edition, taking into account the made modifications and/or amendment on the Internet resource of Bank to the address www.jysanbank.kz;
- 4) has no right to refer to absence of the signature in the Agreement as the proof of that the Agreement wasn't read / accepted by the Lessee if the Bank has this Statement;
- 5) The bank provided exhaustive information about: rates, conditions of provision of banking services on the Agreement, the list of necessary documents for the conclusion of the Agreement, about responsibility and possible risks in case of default on obligations of the Agreement.

With respect thereto, the Lessee asks to provide the safety deposit box for lease:

Small Medium Large

lease term: _____

Head _____
(Full name) (signature)

Chief Accountant _____
(Full name) (signature)

Trustee _____
(Full name) (signature)

P.S. (if available)

_____ 20__.

MARKS OF BANK

First Heartland Jýsan Bank JSC

Medeu District, Nursultan Nazarbayev Ave., Building 242, 050059, Almaty, Republic of Kazakhstan

BIN 920140000084

IIC KZ48125KZT1001300336 in National Bank of the Republic of Kazakhstan

BIC TSESKZKA, Beneficiary Code – 14

Operations/ Additional office No. _____

_____ of the branch First Heartland Jýsan Bank JSC, address:

Agreement of accession No. _____ dated ____ _____ 20__.

As per this Statement for accession the Lessee is provided with the safety deposit box for lease:

Key number	Safety deposit box number

This Statement for accession accepted, the Lessee identified, the lease documents checked.

_____ 20__.

Executer:

Full name

_____ signature, stamp (if available)

Act
of providing the safety deposit box No. ___ for lease as per the Agreement for Safety Deposit
Box Lease No. ___ dated ___ 20__.

(City) _____ **20__.**

First Heartland Jýsan Bank JSC, hereinafter referred to as «**Bank**», on behalf of *specify the full name*, acting on the basis of, *to specify the document, in which basis an authorized representative acts*, on the one hand, and Mr. (Mrs.), *to specify the Client's full name and title*, the legal form and name of the Lessee, hereinafter referred to as «**Lessee**», on the other hand, executed this Act of providing the safety deposit box No. ___ for the lease (further - the "Act"), as follows:

1. The Bank returned the Lessee and accepted:
 - 1) the safety deposit box No. ___, 1 (size: _____)
 - 2) serviceable 1 (one) key No. ___ from the safety deposit box No. ___;
2. the safety deposit box and the key do not have visible damages:
 - 1) the door closes tightly without interference and obstruction;
 - 2) the lock is opened and closed with a key without interference and obstruction.
3. The Lessee does not have any claims to the quality of the leased safety deposit box, a key.
4. This Act is drawn up and signed in two identical copies, in the state, Russian and English languages, each of which is considered to be the original and has equal legal force, one copy in the state, Russian and English languages for each of the Parties. If there discrepancies in the Act in the state, Russian and English languages the Russian version shall prevail.
5. This Act is an integral part of the Agreement for Safety Deposit Box Lease.

Handed-over by: _____

(Full name, signature of the Bank's authorized employee)

Accepted: _____

(Name, signature of the Lessee / the Lessee's Representative)

APPLICATION FORM
For replacing of the safety deposit box No ___ as per the Agreement
for the safety deposit box lease No. ___ dated ___ 20__.

Name of Lessee _____ (hereinafter called «Lessee»)

IIN:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Lessor's name _____

BIN/IIN

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

The safety deposit box's size:

Small

Medium

Large

No. of the safety deposit box: _____

Lease term: _____

Key No.: _____

The Lessee/ the Lessee's representative (*underline as applicable*)

(name (upon availability))

(signature)

_____ 20__.

MARKS OF BANK

First Heartland Jýsan Bank JSC
Medeu District, Nurtsultan Nazarbayev Ave., Building 242, 050059, Almaty, Republic of Kazakhstan
BIN 920140000084
IIC KZ48125KZT1001300336 in National Bank of the Republic of Kazakhstan
BIC TSESKZKA, Beneficiary Code – 14

Operations / Additional office No. _____
_____ of the branch of First Heartland Jýsan Bank JSC, address:

Agreement of accession No. _____ dated ___ 20__,

On the initiative of the Bank: (specify the reasons) _____

On the initiative of the Client: (specify the reasons) _____

Key No.	Newly provided key No.

This Application form for replacing lock for the safety deposit box was accepted, the Lessee identified.

_____ 20____.

Key to the new safety deposit box No. _____

Issued by:

Executer: _____
name signature, stamp (if available)

Received by: the Lessee/the Lessee's representative (underline as applicable)

name (if available)

signature

name (if available)

signature

APPLICATION FORM
**for extending the lease term of the safety deposit box as per the Agreement for the safety
deposit box lease No. ___ dated «__» _____ 20__.**

Name of the Lessee _____ (hereinafter called the «Lessee»)

IIN:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Personal identification document:

- The identity card of the citizen of the Republic of Kazakhstan
- The passport of the citizen of the Republic of Kazakhstan
- Residence permit of the foreigner in the Republic of Kazakhstan
- The certificate of the person without citizenship
- Certificate of birth
- Foreign passport

Series and document number, proving the identity _____

Date of issue _____ Valid before _____

Issuing authority: - MIA of RK; - MOJ of RK; - Other _____

Residency indicator: Resident; Non-resident; Country of residence _____

Residence address: _____

Contact telephone number: _____

Electronic mail: _____

(web-site1): _____

Name of the Lessee _____

BIN/IIN:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Residency indicator: Resident; Non-resident; Country of residence _____

Residence address: _____

Contact telephone number: _____

Electronic mail (web-site²): _____

Hereby the Lessee asks to extend lease term of the safety deposit box as per the Agreement for the safety deposit box lease No. ___ dated _____ 20__:

1. The size of the safety deposit box:

Small Medium Large

2. **safety deposit box No.:** _____

3. **Key No.:** _____

4. **Lease term:** _____

The Lessee/the Lessee's representative (underline as applicable)

Name (if available)

signature

_____ 20__.

MARKS OF BANK

First Heartland Jýsan Bank JSC

Medeu District, Nursultan Nazarbayev Ave., Building 242, 050059, Almaty, Republic of Kazakhstan

BIN 920140000084

IIC KZ48125KZT1001300336 in National Bank of the Republic of Kazakhstan

BIC TSESKZKA, Beneficiary Code – 14

Operations/ Additional office No. _____

_____ of the branch First Heartland Jýsan Bank JSC, address:

Agreement of accession No. _____ dated _____ 20__, No. _____

_____ dated _____ 20__, No. _____

dated _____ 20__.

This Application form on extending the lease term of the safety deposit box was accepted, the Lessee identified.

_____ 20__.

Executer: _____

name

_____ signature, stamp (if available)

_____ 1 If the Lessee is an individual

_____ 2 If the Lessee is a corporate entity