



*The standard form of Agreement of safety deposit box lease
in automated safe bank depository
for private persons*

AGREEMENT OF SAFETY DEPOSIT BOX LEASE IN AUTOMATED SAFE BANK DEPOSITORY

This Agreement of safety deposit box lease (hereinafter called "Agreement") determines conditions and a procedure of "First Heartland Jysan Bank" JSC (hereinafter called "Bank") transactions by provision of safety deposit boxes for lease in the automated safe bank depository to private persons (residents and nonresidents of the Republic of Kazakhstan) (hereinafter called "Lessee") according to the legislation of the Republic of Kazakhstan and internal documents of Bank, establishes the rights, obligations, responsibility of the parties, and also features of legal relationship between Bank and the Lessee (as it is determined below).

This Agreement is the joinder agreement 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 of accession testifies 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 in lease;
- all provisions of the Agreement fully correspond to interests and declaration of will of the Lessee;
- The Lessee observed all procedures necessary for the conclusion of the Agreement and provision of the safety deposit box in lease;
- the conclusion of the Agreement and execution of its conditions, including, provision of the safety deposit box in 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 adopted by Bank from the Lessee through service of provision of the safety deposit box in 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 leases, and the Bank, in accordance with the terms hereof, provides 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 pays 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 are specified by Bank in the Statement of accession.

2. Operating mode of the safe. Storage of the keys.

2.1. The arrangements of safety deposit box lease:

- handing over of the key to the Lessee of the safety deposit box;
- handing over of an electronic card to the Lessee;

- registration of a PIN code for access to the safety deposit box;
- provision to Bank of biometric personal information of the Lessee (his representative). The biometrics of a palm of the Lessee is made at his desire, and the biometrics of a palm of the Lessee's representative is made in a binding offer.

Thus, the Act of provision of the safety deposit box in lease according to Appendix No. 2 to this Agreement is signed.

2.2. The Lessee uses of the safety deposit box independently, without participation of the employee of Bank.

3. Rights and obligations of the Parties

The Lessee is obliged:

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

3.2. To use the safety deposit box by the method excluding its damage, not to fill the safety deposit box with heavy (more than 25 kg) and dimensional subjects which can deform the safety deposit box, to ensure safety of a key, electronic card and confidentiality of a PIN code.

3.3. To pay a penalty, according to Rates of Bank, in case of replacement of the lock of the safety deposit box, changing of the PIN code due to the fault of Lessee or in case of key or an electronic card loss.

3.4. 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, other property capable to cause damage to Bank and harm to employees of Bank.

3.5. To take away all things from the safety deposit box, to hand over a key and an electronic card in operative condition to the ranking officer of Bank upon expiry of the Agreement, having signed the Act of return (emptying) of the safety deposit box according to Appendix No. 3 f the Agreement.

3.6. To pay to Bank a penalty according to the Rates of Bank in effect on the day of penalty charge in case of untimely emptying of the safety deposit box and/or delivery of a key and/or an electronic card to the ranking officer of Bank after termination of lease of the safety deposit box.

3.7. To notify Bank within three days on change of a residence, details of the identity document of the Lessee 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.

3.8. To notify Bank within 1 (one) working day from the date of fulfillment of the following actions in writing or on other means of communication approved by the Parties, with provision of originals / notarized copies of documents confirming this 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 is excused from damages which can be caused to the Lessee owing to such violation.

3.9. 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 3.20. of this Agreement.

3.10. To notify Bank no later than 1 (one) working day about loss of a key and/or electronic card, about violation of confidentiality of a PIN code, or about any defects of the safety deposit box. 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.

3.11. When using the safety deposit box it is necessary to follow the recommendations provided by the authorized employee of Bank in case of the conclusion of the Agreement.

The lessee has the right:

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

3.13. In case of loss of an electronic card, key, violation of confidentiality of a PIN code, it is necessary to replace the lock of the safety deposit box, an electronic card, a pin - a code (Appendix No. 4) according to the written application.

3.14. To have an open entry to the safety deposit box during the time established by this Agreement.

3.15. To get acquainted with Rates of Bank.

3.16. In accordance with unilateral provisions to refuse Agreement performance, thus to submit the application in the form established by Bank, to clear the safety deposit box and to hand over a key, an electronic card to the authorized employee of Bank. In this case the rental payments for remaining period of lease do not return.

The bank is obliged:

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

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

3.19. 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.

3.20. 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.

3.21. To acquaint the Lessee with applicable rates of Bank.

3.22. To guarantee safety of the bank secrecy (data about the Lessee and the persons specified in point 3.8 of this Agreement about the fact of lease of the safety deposit box, number of the safety deposit box, data about the valuable things and documents placed in the safety deposit box of the Lessee (in cases when the Bank knows about them), and its transactions), except in cases provided by the legislation of the Republic of Kazakhstan and this Agreement.

3.23. To perform the actions provided by chapter 5 of the Agreement without waiting for the answer of the Lessee (points 3.9, 3.20), in case of loss or damage of the valuable things and documents which are in the safety deposit box of the Lessee.

3.24. To undertake no later 1 (one) working day all measures for elimination of technical malfunctions because of which the access for the Lessee to the safety deposit box became impossible.

3.25. To provide the contact/responsible person (from number of persons employed of Bank) performing acceptance of information of the Lessee on loss of a key or an electronic card or about violation of confidentiality of a PIN code during the working day of Bank.

The bank has the right:

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

3.27. 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.

3.28. 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.

3.29. To terminate the Agreement before its expiry if the Lessee used the safety deposit box in defiance of Requirements of subitem 3.2., 3.4. of this Agreement.

3.30. 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).

3.31. 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).

3.32. 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, despite the written warning of Bank of the termination of such actions.

4. Liability of the Parties

Banking liability:

4.1. The Bank bears 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.

4.2. The Bank bears responsibility for disclosure of the bank secrecy determined by the Law of the Republic of Kazakhstan "About banks and banking activity in the Republic of Kazakhstan".

4.3. The Bank bears responsibility for not ensuring integrity and safety of the safety deposit box.

4.4. 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.

4.5. 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 and/or electronic card, on violation of confidentiality of a PIN code.

4.6. 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 money and other property of the Lessee which is in the safety deposit box.

4.7. 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.

4.8. 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.

4.9. 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 bears responsibility:

4.10. For violation of point 3.5. of Agreements by payment of a penalty (penalty fee) the size of which is determined by the Rates of Bank operating in day of charge of a penalty for each day of delay.

4.11. For the damage caused to Bank owing to loss of a key, an electronic card, violation of confidentiality of a PIN code or breakdown of the lock because of the Lessee or hand over of a key, an electronic card, a PIN code to the third parties.

4.12. For 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.

4.13. For 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.

4.12. For the 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.

4.13. For unauthenticity of the documents submitted to Bank, and also for inadequate use of the safety deposit box.

4.14. For damage and consequences which can arise in case of visit of the premises of Bank in which the safety deposit bank is located, by any person possessing the access facilities to the safety deposit box (an electronic card, a key) received from the Lessee.

5. Forced opening of the safety deposit box

5.1. The bank has the right to make forced opening of the safety deposit box in the presence of three employees of Bank, with creation of the act of opening, in case of absence of the Lessee (his representative) after 6 (six) months from the date of the termination of a lease term.

5.2. Content of the safety deposit box is transferred to storage to the store-room of Bank and returns to the Lessee on the first demand, except of the items that are perishable / non-subject to long-term storage,

including subjects capable to cause damage to property of Bank and harm to his workers which are destroyed according to the act.

5.3. The bank within 2 (two) working days after opening of the safety deposit box sends to the Lessee the notification about the reasons and time of opening of the safety deposit box by insured letter on the details specified in the Agreement. If the Lessee didn't notify Bank on change of details in the order provided by the Agreement, it is considered notified properly.

6. Lease payment

6.1. For use of the safety deposit box, and also for provision of services according to this Agreement, the Bank retains a commission according to the Rates of Bank operating at the time of carrying out transaction or provision of service. At the same time the rent payment is retained one-timely before provision of the safety deposit box to the Lessee.

6.2. The lease term of the safety deposit box is specified in the Statement of accession.

6.3. If upon the expiration of lease term, the Lessee will not release the safety-deposit box, he pays a penalty for each day of delay, from the day of the actual clearing of the safety deposit box / content of the safety deposit box by the Lessee from the Bank storage room, in case of forced opening of the safety deposit box according to point 5.1. of Agreement according to the Rates of Bank operating in day of penalty assessments.

7. Access to the safety deposit box

7.1. Access to the safety deposit box of the Lessee is open round the clock in any day. Thus, it is necessary for the representative of the Lessee at the first visit in the working days till 17.00 o'clock of local time to come with the original of the power of attorney in Bank for its registration in Bank system, to receipt of an electronic card and a PIN code assignment, and also for provision of biometric data (palm biometrics). Without registration of the authorized representative and provision of the biometric data, access to the automated safe bank depository for the authorized representative will be impossible.

7.2. The conclusion of the Agreement, and also prolongation of validity period or early termination are possible only in the working days of Bank till 17:00 o'clock of local time.

8. Force majeure circumstances

8.1. The Parties are 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.

8.2. 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.).

8.3. 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.

8.4. The party is obliged to report within three calendar days in writing about cancellation of similar circumstances.

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

9. Duration of the Agreement and procedure for amending the Agreement

9.1. This Agreement comes 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.

9.2. The Agreement can be withdrawn before the expiration of lease of the safety deposit box:

- according to the written agreement of the Parties;
- according to the application of the Lessee 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.

9.3. The Bank has 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 corporate website of Bank to the address: www.jysanbank.kz, and also by placement of information in operational halls of bank branches and their additional divisions in a place, available to a review, no later than in 10 (ten) calendar days prior to the entry of such modifications and/or amendments into force.

9.4. The non-provision by the Lessee in 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.

9.5. After modification and/or amendments of the Agreement, it remains to be in force in the changed/added type.

9.6. 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 9.3. - 9.5. of this Agreement, the agreement Parties are guided by relevant provisions of the legislation of the Republic of Kazakhstan.

9.7. 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.

10. Procedure for the settlement of disputes

10.1. The disagreements and disputes arising in this Agreement are considered by the Parties independently on an interim basis by negotiations for the purpose of development of mutually acceptable decisions.

10.2. "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)"

11. Confidentiality

11.1. 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.

11.2. The Bank will take all measures for ensuring confidentiality of information concerning the Lessee and the services rendered by Bank according to the Agreement.

11.3. 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.

11.4. 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 and with observance of confidentiality terms by Bank as it is provided by the Agreement.

11.5. While submitting the Statement of accession and personally attending at Bank office, the Lessee certainly, and irrevocable authorizes 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;

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).

11.6. These powers are valid to the extent that Bank, shareholders of Bank, affiliates of Bank reached all necessary agreements with such third parties upon observance of confidentiality in that reasonable degree which is admissible and achievable in each case.

11.7. 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 subitem 1) item 3 of Art. 16 of the Law of RK "About Personal Information and Their Protection" (further - the Law);

2) to distribute Information according to item 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.

12. Final provisions

12.1. The Bank has the right to stand down or transfer any rights or agreement obligations if it doesn't contradict the legislation of the Republic of Kazakhstan. Such transmission, transfer or conversions don't require additional consent of the Lessee.

12.2. The Lessee has no right to stand down or transfer any of the rights or liabilities which arose in connection with the Agreement without prior written consent of Bank.

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

12.4. If the Bank stood down/transferred the rights or obligations under the Agreement to the third party who has the corresponding internal procedures necessary for prevention of cases of involvement of the third party in criminal acts and schemes on money laundering, such as legalization of income gained in the criminal way, terrorism, fraud, corruption, etc., or such procedures are established by the legislation of the country of residence of such third party, the Lessee promises, on the first demand of this third party, in the terms established by this third party to provide, or to supply provision of documentation and information necessary for this third party in case to have opportunity to perform and observe all requirements of the necessary procedures existing at the third party and/or established by the legislation of its country of residence.

12.5. If any provision of the Agreement becomes invalid or will become invalid or illegal, it won't 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.

12.6. If one of the Party doesn't use or uses untimely any of the rights under the Agreement, it shan't be regarded as refusal of the rights, except the cases which are specially stipulated in the Agreement and shan't influence rights of the Party.

12.7. Submitting the Statement of accession 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.

12.8. The Lessee recognizes and agrees 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.

12.9. 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.

12.10. In case of execution of the liabilities under this Agreement, the Parties, their affiliates, workers or intermediaries:

a) don't 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) don't 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.

12.11. Each of the Parties of this Agreement refuses 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.

Under the actions of the employee of Bank, performed for benefit of the Lessee stimulating this worker with above-mentioned methods, are understood:

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.

12.12. 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.

12.13. Regarding the questions which aren't settled by this agreement, the Parties are guided by the legislation of the Republic of Kazakhstan.

12.14. The Agreement is composed in the Russian, Kazakh and English languages. In case of discrepancy of texts of the Agreement in the Kazakh, Russian and English languages, the Parties are guided by the text of the Agreement in Russian.

12.15. This Agreement on request of the Lessee is 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.

Bank details:

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

Certificate on the state re-registration of the legal entity dated 26.04.2019

BIN 920140000084

IIC KZ48125KZT1001300336 in NB of RK,

BIC TSESKZKA

APPLICATION FORM
**about accession to the Lease Agreement of the safety deposit box in the automated safe
bank depositary**

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 in lease:

Small _____ Medium _____ Large _____
(to specify the size) (to specify the size) (to specify the size)

with a lease term: _____

With provision / without provision *(delete as appropriate)* biometrics of a palm of the Lessee.

Lessee _____ (name (upon availability)) _____ (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

Operational management / Additional room No. _____
_____ of the branch “First Heartland Jýsan Bank” JSC,
address: _____

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

Based on this Statement of accession the safety deposit box is opened for the Lessee:

Size of the safety deposit box	Number of a key	Number of an electronic card	Number of the safety deposit box

This Statement of accession - was adopted, identification of the Lessee - was performed, documents on concealment of the safety deposit box - was checked.

“ _____ ” _____ 20__.

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

Act
of provision of the safety deposit box No. ___ for lease based on the Agreement of the
safety deposit box in the automated safe bank depositary
No. “ ___ ” _____ 20__.

Astana _____ 20__.

“First Heartland Jýsan Bank” JSC, hereinafter referred to as **“Bank”**, on behalf of *to specify a position of the authorized representative of Bank Mr. (Mrs.) to enter the name completely*, acting on the basis *to specify the document, on the basis of which the authorized representative acts*, on the one hand, and **Mr. (Mrs.) to enter Client’s name completely**, hereinafter referred to as **“Lessee”**, on the other hand, concluded the present Act of provision of the safety deposit box No. ___ for lease (hereinafter called “Act”) as follows:

1. The bank transferred and the Lessee received in temporary use:
 - 1) safety deposit box No. ___ (box size: height __, width __, depth __), 1 (one) cassette which is in the safety deposit box in the automated safe bank depositary intended for storage of values of the Lessee;
 - 2) an operational 1 (one) key No. ___ of the safety deposit box No. ___;
 - 3) the operating electronic card for an entrance to depositaries.
2. The safety deposit box, a key and an electronic card are without visible damages:
 - 1) the door is closed densely without hindrances and difficulties;
 - 2) the lock is opened and closed by a key without hindrances and difficulties;
 - 3) the electronic card is in working order, not degaussed, the entrance to depositaries is performed without hindrances and difficulties.
3. The Lessee has no claims to the quality of the transferred safety deposit box, to the key and the electronic card.
4. This Act is drawn up and signed in two identical copies, in the state and Russian languages, each of which is considered the original and has identical legal force, one copy in the state and one copy in the Russian languages for each of the Parties. In case of a different interpretation of the text of the Act in the state and Russian languages, the Parties are guided by the text of the Act in Russian.
5. This Act is an integral part of the Lease Agreement of the safety deposit box in the automated safe bank depositary.

Handed over: _____
(name, signature of the authorized employee of Bank)

Accepted: _____
(name, signature of the Lessee)

Act
of return (clear) of the safety deposit box No. ___ under the lease on the basis
of this Agreement of the safety deposit box in the automated safe bank depositary
No. ___ dated “ ___ ” _____ 20__.

Astana

“ ___ ” _____ 20__.

“**First Heartland Jýsan Bank**” JSC, hereinafter referred to as “**Bank**”, on behalf of *to specify a position of the authorized representative of Bank* **Mr. (Mrs.)** *to specify the name completely*, acting on the basis of *to specify the document, on the basis of which the authorized representative acts*, on the one hand, and **Mr. (Mrs.)** *to enter name of the Client completely*, hereinafter referred to as “**Lessee**”, on the other hand, concluded this Act of return (clear) of the safety deposit box No. ___ under the lease (further - the “Act”), as follows:

1. The Lessee returned and the Bank accepted:

1) the safety deposit box No. ___, 1 (one) cassette which is in the safety deposit box in the automated safe bank depositary, intended for storage of values of the Lessee, without damages;

2) the operating 1 (one) key No. ___ of the safety deposit box No. ___;

3) the operating electronic card for an entrance to depositaries.

2. The safety deposit box, the key and the electronic card are without visible damages:

1) the door is closed densely without hindrances and difficulties;

2) the lock is opened and closed by the key without hindrances and difficulties;

3) the electronic card is in working order, not degaussed, the entrance to depositaries is performed without hindrances and difficulties.

3. The statement is drawn up in connection with:

expiration of the Agreement of lease of the safety deposit box in the automated safe bank depositary No. ___ dated ____20__;

early termination of agreement of lease of the safety deposit box in the automated safe bank depositary No. ___ dated ____20__;

3. In case of untimely clear of the safety deposit box: hereof agree/refuse (*underline as appropriate*) to compensate the penalty and other penalties provided in case of untimely clear of the safety deposit box.

4. The safety deposit box, key and electronic card are transferred in good repair, without mutual claims to each other.

5. This Act is drawn up and signed in two identical copies, in the state and Russian languages, each of which is considered the original and has identical legal force, one copy in the state and one copy in the Russian languages for each of the Parties. In case of a different interpretation of the text of the Act in the state and Russian languages, the Parties are guided by the text of the Act in Russian.

Handed over: _____

(*name, signature of the Lessee*)

Accepted:

(*name, signature of the authorized employee of Bank*)

APPLICATION FORM
about replacement of the lock of the safety deposit box No. ___/electronic card / PIN-code
(delete as appropriate) within the Agreement
of the safety deposit box lease in the automated safe bank depositary
No. ___ dated “ ___ ” _____ 20__.

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): _____

Due to the loss of the key of the safety deposit box No. ___/electronic card / violation of PIN-code confidentiality (delete as appropriate), the Lessee asks to replace the lock in the safety deposit box /PIN-code / to provide a new electronic card within the Agreement of the safety deposit box lease in the automated safe bank depositary No. ___ dated “ ___ ” _____ 20__:

1. The size of the safety deposit box:

Small _____ Medium _____ Large _____
(to specify the size) (to specify the size) (to specify the size)

2. No. of the safety deposit box: _____

3. Lease term: _____

4. No. of the lost key: _____ (delete as appropriate)

5. No. of the lost electronic card: _____ (delete as appropriate)

6. With provision / without provision (delete as appropriate) of biometrics of the palm of the Lessee.

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

Operational management / Additional room No. _____
_____ of the branch “First Heartland Jýsan Bank” JSC,
address: _____

Agreement of accession No. _____ dated “ ____ ” _____ 20__, No. _____
_____ dated “ ____ ” _____ 20__, No. _____
dated “ ____ ” _____ 20__.

It is specified in case of loss of a key / an electronic card

No. of the lost key / electronic card (<i>delete as appropriate</i>)	No. of new provided key / an electronic card (<i>delete as appropriate</i>)

This Application form for replacement of the lock of the safety deposit box / an electronic card / PIN-code (*delete as appropriate*) was accepted, identification of the Lessee was performed, the documents on opening of the safety deposit box were checked.

“ ____ ” _____ 20__.

The Mark

for replacement of the lock of the safety deposit box / an electronic card / PIN code (*delete as appropriate*)

Key of the new lock of the safety deposit box No.____/electronic card No.____ / PIN code (*delete as appropriate*)

Issued by:

Executer:

_____ name

_____ signature, stamp (if available)

Received by:

Lessee:

_____ name (if available)

_____ signature

APPLICATION FORM
about prolongation of lease term of the safety deposit box within the Agreement of the
safety deposit box lease in the automated safe bank depository

No. ___ dated “ ___ ” _____ 20__.

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): _____

Hereby the Lessee asks to extend lease term of the safety deposit box according to the Lease Agreement of the safety deposit box in the automated safe bank depository No. ___ dated “ ___ ” _____ 20__ :

1. The size of the safety deposit box:

Small _____ Medium _____ Large _____
(to specify the size) (to specify the size) (to specify the size)

2. No. of the safety deposit box: _____

3. No. of the key: _____

4. Lease term: _____

5. No. of the electronic card: _____

With provision / without provision (*delete as appropriate*) of biometrics of the palm of the Lessee.

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

Operational management / Additional room 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 prolongation of lease term of the safety deposit box was accepted, identification of the Lessee was performed, the documents of the Lessee were checked.

“___” _____ 20____.

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