

*Approved by:  
the Board of Directors of Tsesnabank JSC,  
Resolution #22/02/17-03 dated February 22, 2017*

*the Management Board of Tsesnabank JSC,  
Minutes #24-17 dated February 15, 2017,  
as changed and amended, according to the Extract  
from Minutes #47-19 of the Management Board dated 19.04.2019*

## **AGREEMENT FOR PAYMENT SERVICES WITHOUT OPENING A BANK ACCOUNT**

This Agreement for Payment Services without Opening a Bank Account (the "Agreement") sets forth terms of and procedure for provision of payment services by First Heartland Jýsan Bank Joint Stock Company (the "Bank"):

- related to acceptance of cash to effect a payment without opening a bank account for the money sender (the "Payer");
- related to effecting money transfers of the Payer without opening a bank account (the "Money Transfer), in compliance with the laws of the Republic of Kazakhstan and internal regulations of the Bank, and stipulates the rights, obligations, and responsibilities of the Parties, as well as other particularities of the legal relationships between the Bank and the Payer (as defined below).

This Agreement is an accession agreement to be signed in compliance with Article 389 of the Civil Code of the Republic of Kazakhstan, provisions of which may be accepted by the Payer solely through accession hereto when receiving banking services, i.e. making payments / transferring money without opening a bank account. The payment document (the "Payment Document") shall be deemed a document evidencing the accession to this Agreement and receipt of the services. The data of the Bank and the Payer shall be included in the Payment Document. Furthermore, the Payment Document is an integral part of this Agreement.

The Payer's or his/her legal representative's signing of the Payment Document shall be viewed as evidence that:

- the Payer has read, understood and accepted all the provisions of the Agreement, without any comments or objections;
- the Agreement does not include any provisions being inconvenient for the Payer, which he/she would rejected considering his/her reasonably interpreted interests;
- the Payer may not invoke the lack of his/her signature on the Agreement as a proof that the Agreement has not been read/ understood/ accepted, if the Bank has a Payment Document signed by the Payer;
- the Payer accepts all the terms of and procedure for provision of the payment services by the Bank hereunder;
- all the provisions of the Agreement are exactly for the benefit and in compliance with the will of the Payer;
- execution of the Agreement and fulfillment of provisions hereof will not cause any breach or violate any provision of the laws of the Republic of Kazakhstan and/or any other laws applicable to the Payer.

The Appendixes to the Agreement, if any, and documents accepted by the Bank from the Payer with regards to the payment services to be provided by the Bank, as required hereby (by placing a corresponding mark of the Bank), shall be an integral part of the Agreement, unless such document stipulates otherwise.

### **1. Subject of the Agreement**

**1.1.** The Bank shall render a payment service referred to hereby, at the current Tariffs of the Bank (the "Tariffs"). The current Tariffs of the Bank, at which the Payer shall pay for the banking

services, are available on the Bank's corporate website [www.jysanbank.kz](http://www.jysanbank.kz), in customer service areas of the Bank's subsidiaries and their additional premises.

**1.2.** The Bank shall provide the payment services referred to hereby according to the Payment Document hereto signed by the Payer and accepted by the Bank (by placing a corresponding mark of the Bank), in compliance with the laws of the Republic of Kazakhstan and pursuant to the internal regulations of the Bank.

**1.3.** The information of the payment services referred to in this Agreement is published on the Bank's corporate website [www.jysanbank.kz](http://www.jysanbank.kz), as well as is available in the customer service areas of the Bank's subsidiaries and their additional premises in a well visible place.

**1.4.** If the Money Transfer transactions are to be effected in a foreign currency, such transactions shall be executed at the exchange rate established by the Bank as of the date of such transactions.

## **2. Service Provision Procedure**

**2.1.** Banking services to be rendered to the Payer with regards to the payment services referred to herein shall be accomplished within a banking day. Duration of the banking day shall be established by the Bank at its sole discretion. The information of any relevant changes in the banking day schedule shall be published at least three (3) business days prior to the effective date of such changes on the Bank's corporate website [www.jysanbank.kz](http://www.jysanbank.kz), as well as in the customer service areas of the Bank's subsidiaries and their additional premises in a well visible place.

**2.2.** The payment services envisaged by this Agreement shall be provided by the Bank under the Payment Document in compliance with the laws of the Republic of Kazakhstan, pursuant to the internal regulations of the Bank and this Agreement.

**2.3.** The Payer shall submit the Payment Document to the Bank and pay money for the corresponding transaction referred to hereby. The Bank shall render a payment service stipulated hereby, to the extent of the sum paid by the Payer.

**2.4.** The rights of claim arising for the Payer from the date of signing hereof, may not be assigned by the Payer to any third parties.

**2.5.** According to an instruction of the Payer, the money paid by him/her under the Payment Document, which is to be used:

**2.5.1.** to withdraw commissions, if applicable, payable to the Bank for a payment service rendered under this Agreement, at the Tariffs of the Bank.

**2.5.2.** to effect the Payment/ Money Transfer without opening a bank account in favor of the Money Transfer Recipient, using payment details specified by the Payer in the Payment Document.

**2.6.** The money shall be repaid with regards to provision of the payment services and suspension in provision of the payment services hereunder, when it is required by the laws of the Republic of Kazakhstan, whether in cash or using payment details received from the Payer.

**2.7.** The Payer shall be responsible for the correctness of the information specified in the Payment Document and may not lay any claims against the Bank in respect of the Bank's fulfillment of its respective obligations hereunder, if the Payment Document contains any erroneous data.

## **3. Rights and Obligations of the Payer:**

**3.1.** Pursuant to this Agreement, the Payer may not assign his/her rights of claim against the Bank arising from execution hereof, to any third parties.

**3.2.** The Payer shall be entitled to conduct cash transactions according to a procedure and subject to terms and conditions set forth by the laws of the Republic of Kazakhstan, internal regulations of the Bank and this Agreement.

**3.3.** The Payer shall be aware of the Bank's Tariffs.

**3.4.** The Payer shall submit the properly executed documents requested by the Bank, as required by the laws of the Republic of Kazakhstan, internal regulations of the Bank and this Agreement.

## **4. Rights and Obligations of the Bank:**

**4.1.** When providing a payment service, the Bank may request any documents as required by the laws of the Republic of Kazakhstan and internal regulations of the Bank.

**4.2.** The Bank shall be entitled to initiate changes and/or amendments to this Agreement and the Tariffs by publishing the relevant information on the Bank's corporate website [www.jysanbank.kz](http://www.jysanbank.kz), placing it in the customer service areas of the Bank's subsidiaries and their additional premises in a well visible place at least five (5) business days prior to the effective date of such changes and/or amendments.

The Payer's failure to submit to the Bank his/her statement of disagreement with changes and/or amendments to the Bank's Tariffs within five (5) business days after the Payer is notified of the changes and/or amendments made to the Tariffs, shall be deemed the Payer's acceptance of the updated Tariffs, which shall take effect after expiration of the period of notifying the Payer of the changes and/or amendments made to the Tariffs.

**4.3.** The Bank shall be entitled to refuse to effect a transaction, suspend any transactions related to the payment services provision hereunder, in instances and according to a procedure set forth by the laws of the Republic of Kazakhstan on Combating Legalization/Laundering of Illegally Gained Income and Financing of Terrorism (the "CLIGI/FT Law").

**4.4.** The Bank may not establish and shall be entitled to terminate business relationship with the Payer, if it is impossible to check validity of the information received from the Payer or if the Payer fails to provide any data or information required to update the information of the Payer or his/her representative, as well as if in the course of servicing the Payer suspicions arise that the Payer uses such business relationships for the purpose of legalization/laundrying of illegally gained income or financing of terrorism as defined by the CLIGI/FT Law.

**4.5.** The Bank shall be entitled to repudiate the Agreement for reasons and according to a procedure set forth by the CLIGI/FT Law. The Bank shall inform the Payer of its repudiation of the Agreement at the time of the Payer's appearing at the Bank and submission of the Payment Document or send an electronic notice of its repudiation of this Agreement at the Payer's address specified in the Payment Document details, or send a notice by post with delivery notification, at the Bank's discretion, by the end of the current banking day following the date of receipt of the relevant Payment Document, stating the reason for the repudiation.

**4.6.** The Bank shall provide the payment services referred to in this Agreement, in compliance with the Payer's instructions set forth by paragraph 2.5. hereof, within one banking day following the date of receipt of the Payment Document, unless the Law of the Republic of Kazakhstan "On Payments and Payment Systems" dated July 26, 2016 stipulates otherwise, provided that the sum specified by the Payer in the Payment Document are equal to the money claim amount, and that the Payment Document received from the Payer contains all the payment details required to effect the transaction.

**4.7.** The Bank shall be entitled to collect commissions from the Payer for the provision of the payment services envisaged hereby, according to the Tariffs established by the Bank as of the date of the relevant transaction.

**4.8.** The Bank shall maintain confidentiality of any information received by the Bank from the Payer in the course of implementation of the Agreement.

## **5. Responsibilities of the Parties**

### **Responsibilities of the Bank:**

5.1. For any breaches related to the banking services of the Payer, the Bank shall be responsible in compliance with the laws of the Republic of Kazakhstan.

5.2. For failure to fulfill the Payer's instruction with regards to effecting of the payment service specified in the Payment Document, the Bank shall, upon the Payer's written request, pay the forfeit in the amount of 0.01% of the transaction sum per each day of the delay by means of crediting the forfeit amount using bank details specified in the Payer's written request, within ten (10) business days after receipt of the Payer's written request.

### **Responsibilities of the Payer:**

5.3. The Payer shall bear responsibility for accuracy of the information of:

- (i) the Payment/ Money Transfer Recipient, in whose favor the Payment/Money Transfer is effected, and his/her bank details;
- (ii) the payment requisites identifying the purpose of the Payment / Money Transfer;
- (iii) the amount of the Payment /Money Transfer and other details to be specified. If the specified data are inaccurate, the Bank shall bear no responsibility for the Payer's improper fulfillment of his/her obligations to the Payment/ Money Transfer Recipient.

5.4. The Payer shall bear responsibility for the legality of transactions executed by him/her pursuant to the laws of the Republic of Kazakhstan, as well as for the authenticity of any documents submitted to the Bank as the ground for the provision of the payment services hereunder.

### **Waiver of Liability:**

5.5. The Parties shall bear no responsibility for failure to fulfill and/or improper fulfillment of their respective obligations hereunder, if such failure is caused by a force majeure event, including, but not limited to, restrictive prohibitive acts/ measures adopted by the authorized government bodies, the National Bank of the Republic of Kazakhstan, software bugs, power failures, damaged telecommunications line and other circumstances, which are beyond the reasonable control of the Parties and are directly related to the Subject of this Agreement.

5.6. The Bank shall bear no responsibility for effecting any Payment Document of the Payer, if such Document includes erroneous payment details.

5.7. The Bank shall not be responsible to the Payer for failure to fulfill or improper fulfillment of obligations hereunder, if such failure is caused by any ambiguous, incomplete or inaccurate instructions of the Payer or any third parties, or by other reasons, which are beyond the reasonable control of the Bank.

5.8. In any case, the Bank's liability for a default under this Agreement shall be limited to the actual damage caused to the Payer by the wrongful acts/ omissions; the actual damage amount shall be evidenced by the supporting documents.

## **6. Validity of the Agreement**

**6.1.** The Agreement shall be deemed signed subject to terms and conditions set forth hereby, from the day when the Payer pays money to the Bank's cash office with the view of effecting the Payment/ Money Transfer under the Payment Document being an integral part of this Agreement and evidencing the execution hereof. The Bank's corresponding mark on the Payment Document shall be deemed the confirmation of such payment of the money.

**6.2.** The Agreement shall take effect from the date of payment of the money by the Payer under the Payment Document pursuant to paragraph 6.1. hereof, and will remain in effect until the Parties fulfill their respective obligations under the Agreement.

**6.3.** The Bank may initiate changes and/or amendments to the Agreement by publishing the relevant information on the Bank's corporate website [www.jysanbank.kz](http://www.jysanbank.kz), in the customer service areas of the Bank's subsidiaries and their additional premises in a well visible place. The information of the corresponding changes and/or amendments shall be communicated to the Payer at least five (5) business days prior to the effective date of such changes and/or amendments.

**6.4.** The Payer's failure to submit to the Bank his/her statement of disagreement with provisions of the Agreement, as changed and/or amended, within five (5) business days after the Payer is notified of the changes and/or amendments made to the Agreement, shall be deemed the Payer's acceptance of the updated (changed/ amended) wording hereof and accession hereto as a whole, subject to the changes and/or amendments made, which will take effect after expiration of the period of notifying the Payer of the updated (changed/ amended) wording hereof.

**6.5.** After changes and/or amendments are made to this Agreement, the latter, as changed and/or amended, shall be in full force and effect.

**6.6.** If any changes are made to the laws of the Republic of Kazakhstan, provided that they require making changes and/or amendments to the Agreement, prior to such changes and amendments hereto according to a procedure set forth by Section 6 hereof, the Parties hereto shall be governed by the relevant provisions of the laws of the Republic of Kazakhstan.

## **7. Dispute Settlement**

**7.1.** As to any matters that are not covered hereby, the Parties shall be subject to the laws of the Republic of Kazakhstan.

**7.2.** Any disputes and discrepancies arising in the course of execution and fulfillment of this Agreement or related hereto (including, those related to unauthorized transactions) shall be considered by both Parties jointly within up to ten (10) business days.

Any disputes /discrepancies related to this Agreement, which cannot be settled through negotiations, shall be considered by the courts of the Republic of Kazakhstan at the location of the Bank or its subsidiary, at the Bank's discretion, unless the civil procedure laws stipulate any other place of jurisdiction.

**7.3.** Mutual claims pertaining to settlements between the Payer and the Money Recipient shall be considered directly by themselves, without involving the Bank.

## **8. Confidentiality**

**8.1.** Any information made available by the Parties to each other in connection with this Agreement, as well as the fact of execution hereof, shall be deemed the confidential information

and may not be disclosed to any third parties without the other Party's prior written consent, unless the laws of the Republic of Kazakhstan or provisions hereof require otherwise.

8.2. The Bank shall make every reasonable effort to maintain confidentiality of the information pertaining to the Payer and services to be provided by the Bank hereunder.

8.3. The Bank shall bear no responsibility, if confidentiality is broken through the Payer's fault or if the confidential information has become known to the third parties from any other sources.

8.4. The Payer herewith gives the Bank his/her unconditional consent with the Bank's collection of any information of the Payer, including information being a bank secrecy and other legally protected secret, personal data of the Payer (the "Information"), from any sources, as well as processing and distribution thereof by the Bank with the view of signing and implementation of this Agreement and/or other transactions with the Bank, including as to the Payer's improper fulfillment of his/her respective obligations thereunder and due to the establishment or potential establishment of any relationship between the Bank and/or the Payer, and/or any third parties, including those which the Payer and/or the Bank is/are connected to due to circumstances or relationship, including, but not limited to, relationships connected with: the provision of banking and other services, including, taking any actions/ executing any transactions prior to and in the course of the provisions thereof (with regards to appraisal and/or insurance, if applicable, etc.); giving notices, sending claims, as well as notifications, including with regards to the Bank's services; a request for and receipt of any data and information; an assignment of claims; as well as in any other cases, when it is required to collect, process and disseminate the Information. The Information shall be collected, processed and disseminated at the Bank's discretion using any methods, which are allowed by the laws of the Republic of Kazakhstan.

The Bank shall be entitled to:

1) disclose the Information to the authorized government bodies and any other persons, when the Bank must or may take such actions in compliance with requirements of the laws, contracts signed and in other cases; transfer the Information across boundaries, including pursuant to subparagraph 1), paragraph 3, Article 16 of the Kazakhstani Law "On Personal Data and Protection Thereof" (the "Law");

2) disseminate the Information, including pursuant to paragraph 2, Article 15 of the Law;

3) at its sole discretion, establish terms and conditions of access to the Information;

4) store the Information using any media during storage periods set forth by the laws of the RoK and internal regulations of the Bank, after termination of the legal relationships with the Bank.

The Bank is not obliged to notify anyone of any actions taken by the Bank to collect, process and transfer the Information to any third parties.

The Payer agrees to inform the Bank in writing within three (3) business days of the new Information, any changes and/or amendments to the Information submitted by him/her to the Bank, and to provide the Bank with the relevant supporting documents to enable the Bank to make changes and/or amendments to the Information.

## **9. Concluding Provisions**

### **Headings.**

9.1. The order of the sections, sections' headings and other headings contained herein are inserted for convenience only and do not involve any restrictions, characteristics or affect the interpretation of any provisions of the Agreement.

### **Language**

9.2. This Agreement is made in the Kazakh, Russian, and English languages. If there is a conflict between the Kazakh, Russian and English versions hereof, the Russian variant of the Agreement shall prevail.

### **Miscellaneous**

9.3. Upon the Payer's request, this Agreement shall be issued to him/her when he/she signs the Payment Document. If the Payer wishes to receive any other services provided by the Bank, in addition to those stipulated by this Agreement, respective separate service agreements are to be signed, and other requirements set forth by the regulatory legal acts of the Republic of Kazakhstan and/or internal policies, standards, procedures, other internal regulations of the Bank shall be complied with.

### **Details of the Bank:**

24, Sygynak St., Yesil District, Nur-Sultan Z05K7B0, Republic of Kazakhstan  
Legal Entity State Reregistration Certificate dated 26.04.2019  
BIN: 920140000084  
IIC: KZ48125KZT1001300336 with the National Bank of the RoK,  
BIC: TSESKZKA