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AGREEMENT ON LEASING A SAFETY DEPOSIT BOX (CELL) IN THE AUTOMATED SAFETY DEPOSIT BOX DEPOSITORY IN THE BANK

This Agreement on leasing a safety deposit box (cell) (hereinafter referred to as the Agreement) determines the conditions and procedure for the implementation between Eurasian Bank JSC (hereinafter referred to as the Bank) of operations on leasing safety deposit boxes (cells) in the automated safety deposit box depository, of the one part, and the customer of the Private Banking category, who concluded the General agreement on complex banking services in Eurasian Bank JSC (hereinafter referred to as the Lessee) in accordance with the legislation of the Republic of Kazakhstan and the internal documents of the Bank, of the other part, hereinafter collectively referred to as the Parties, establishes the rights, obligations, responsibilities of the Parties, as well as the specifics of the legal relationship between the Bank and the Lessee (as defined below).

This Agreement is an adhesion agreement concluded in accordance with the provisions of Article 389 of the Civil Code of the Republic of Kazakhstan, the terms of which can be accepted by the Lessee only by joining this Agreement as a whole on the basis of an Application for Adhesion to this Agreement (hereinafter – the Application for Adhesion). Information about the Bank and the Lessee is indicated in the Application for Adhesion. At the same time, the Application for Adhesion is an integral part of the Agreement. The signing by the Lessee of the Application for Adhesion indicates that:

- The Lessee has read, understood and accepted the terms of the Agreement in full, without any comments or objections;
- The Agreement does not contain any burdensome conditions for the Lessee, which he, based on his reasonably understood interests, would not accept;
- The Lessee shall not be entitled to refer to the absence of his signature on the Agreement as proof that the Agreement has not been read/understood/accepted by him, if the Bank has an Application for Adhesion signed by the Lessee;
- The Lessee agrees to all the conditions for renting a safety deposit box (cell);
- all provisions of the Agreement fully correspond to the interests and will of the Lessee;
- The Lessee has followed all the procedures necessary to conclude the Agreement and provide a safety deposit box (cell) for lease;
- conclusion of the Agreement and fulfillment of its terms, including the provision of safety deposit boxes (cells) for rent according to the Agreement, shall not violate and shall not lead to violation of any norm of the legislation of the Republic of Kazakhstan and/or the legislation applicable to the Lessee.

All Applications accepted by the Bank from the Lessee within the framework of the safety deposit box (cell) rental service by affixing the appropriate Bank mark shall be an integral part of the Agreement, unless otherwise stipulated in the text of the Application itself.

1. Subject of the Agreement

1.1. The Lessee shall rent, and the Bank shall provide, in accordance with the terms of this Agreement, for temporary paid use (rental), a safety deposit box (cell) in the Bank's automated safety deposit box depository for placing valuables and documents in them.


1.2. The Lessee shall pay for the Bank's services in the amount and within the terms stipulated by this Agreement and the current Bank Fees (hereinafter referred to as the Fees).

1.3. The number of the safety deposit box, the key shall be indicated by the Bank in the Adhesion Application.

2. The safety deposit box operation mode. The key storage

2.1. The rental of the safety deposit box (cell) shall be registered:

- by giving the Lessee the key to the safety deposit box (cell);
- by issuing the magnetic card to the Lessee;
- by registration of the PIN code for access to the safety deposit box (cell).

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At the same time, an Act of providing a safety deposit box (cell) for rent shall be signed after signing the Adhesion Application, paying the rent for the use of the safety deposit box (cell).

2.2. The Lessee shall use the safety deposit box (cell) independently - without the participation of the Bank employees.

2.3. The transfer of the safety deposit box (cell) by the Lessee to sublease to third parties shall not be allowed.

2.4. The Bank shall not insure the contents of the safety deposit box (cell).

3. Rights and obligations of the Parties

The lessee shall be obliged to:

3.1. Pay the rent for the use of the safety deposit box (cell) according to the Bank Fees for the entire rental period of the safety deposit box (cell) and provide the deposit amount within 1 (one) calendar day after signing this Agreement.

3.2. Use the safety deposit box (cell) in a way that excludes its damage, not fill the safety deposit box (cell) with heavy (more than 25 kg) and dimensional objects that can deform the safety deposit box (cell), ensure the safety of the key, magnetic card, confidentiality of the PIN code.

3.3. Use the safety deposit box (cell) for no more than 21 minutes in order to prevent technical breakdowns as a result of exceeding the time of use by the Lessee of the safety deposit box (cell).

3.4. Pay a fine, according to the Bank Fees, in case of replacement of the lock to the safety deposit box (cell), PIN code due to the fault of the Lessee or loss of the key, magnetic card.

3.5. Use the safety deposit box (cell) in accordance with the terms of the Agreement, including not place substances prohibited for storage in the safety deposit box (cell), not use the safety deposit box (cell) for storing explosives and flammable substances, ammunition, firearms, gas and cold weapons, chemical, toxic, radioactive, narcotic and psychotropic substances, food and perishable items, other property capable of causing damage to the Bank and/or harm to the Bank employees.

3.6. Vacate the safety deposit box (cell), hand over the key and magnetic card in good condition to the responsible Bank employee after the expiration of the Agreement by signing the Act of return (vacation) of the safety deposit box (cell).

3.7. Pay a penalty to the Bank in accordance with the Bank Fees effective on the day of the penalty accrual, in case of late vacation of the safety deposit box (cell) and /or delivery of the key and /or magnetic card to the responsible Bank employee after the expiration of the lease term of the safety deposit box (cell).

3.8. Notify the Bank in writing within three days of the change of residence, the data in the Lessee's identity document, as well as other details (contact phone numbers, email addresses, etc.) with the provision of originals / notarized copies of documents confirming these changes. In case of non-notification and/or untimely notification, the Bank shall be released from liability for damage that may be caused to the Lessee as a result of such non-notification and/or untimely notification.

3.9. Notify the Bank within 1 (one) business day from the date of performing the following actions in writing or by other means of communication agreed by the Parties, with the provision of originals/notarized copies of documents confirming such actions:


1) when granting third parties the right to use the safety deposit box (cell) and dispose of valuables and documents located in the Lessee's safety deposit box (cell);

2) upon early termination of the powers of persons authorized to use the safety deposit box (cell) and dispose of valuables and documents located in the Lessee's safety deposit box (cell) on the basis of a power of attorney.

In case of violation by the Lessee of the notification procedure established by this paragraph, the Bank shall be released from liability for damage that may be caused to the Lessee as a result of such violation and/or providing unauthorized access to the Safety deposit box. When changing the proxy, provide an application for changing the proxy, the key to the Safety deposit box for reissue;

3.10. Provide a response, as well as appear at the Bank at the first request within the time limits set by the Bank, in case of notification by the Bank in accordance with paragraph 3.22. of this Agreement.

3.11. Notify the Bank no later than 1 (one) business day in writing or by other means of communication agreed by the Parties about the loss of the key and/or magnetic card, about the violation of

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the confidentiality of the PIN code, about any malfunctions of the safety deposit box (cell). In case of non-notification and/or untimely notification, the Bank shall be released from liability for damage that may be caused to the Lessee as a result of such non-notification and/or untimely notification.

3.12. Reimburse the Bank for the cost of expenses in accordance with paragraph 3.37. of this Agreement.

The Lessee shall be entitled to:

3.13. Grant the right to use the safety deposit box (cell) to the authorized person by issuing a notarized power of attorney, while immediately notifying the Bank. The power of attorney must contain a reference to the number and date of this Agreement.

3.14. In case of loss of a magnetic card, key, violation of the confidentiality of the PIN code, on the basis of a written application, replace the lock to the safety deposit box (cell), magnetic card, PIN code.

3.15. Have free access to the safety deposit box (cell) during the time established by this Agreement.

3.16. Read the Bank Fees.

3.17. Unilaterally refuse to execute the Agreement, at the same time submit an application in the form prescribed by the Bank, vacate the safety deposit box (cell) and hand over the key, magnetic card to the authorized Bank employee. In this case, the rent for the remaining rental period shall not be refunded.

The Bank shall be obliged to:

3.18. Ensure the integrity and safety of the safety deposit box (cell) during the entire term of this Agreement.

3.19. Provide the Lessee or the person to whom the Lessee has issued a power of attorney with unhindered access to the safety deposit box (cell) in accordance with the terms of this Agreement;

3.20. Provide the Lessee with a safety deposit box (cell) in good condition, suitable for use within the purposes stipulated in this Agreement.

3.21. Provide the Lessee with free access to the safety deposit box (cell) for placing in the safety deposit box (cell) or removing valuables and documents from the safety deposit box (cell) at the time specified by this Agreement. At the same time, the simultaneous presence of several Lessees of safety deposit boxes (cells) in the depository shall be prohibited.

3.22. Notify the Lessee of the circumstances that may lead to the loss or damage of valuables and documents located in the safety deposit box (cell) within 3 (three) working days from the date of their identification.

3.23. Inform the Lessee about the current Bank Fees.

3.24. Guarantee the confidentiality of bank secrecy (information about the Lessee and the persons specified in paragraph 3.8. of this Agreement, about the very fact of renting the safety deposit box (cell), the number of the safety deposit box (cell), information about valuables and documents placed in the Lessee's safety deposit box (cell) (in cases where the Bank is aware of them), and transactions according to them)), except for the cases stipulated by the legislation of the Republic of Kazakhstan and this Agreement.

3.25. Take measures stipulated in Chapter 5 of the Agreement, without waiting for the Lessee's response, in case of danger of loss or damage to the valuables and documents located in the Lessee's safety deposit box (cell).


3.26. Take not later than 1 (one) working day all measures to eliminate technical issues, as a result of which the Lessee's access to the safety deposit box (cell) became impossible.

3.27. Provide a contact/responsible person (from among the Bank employees) who receives the Lessee's information around the clock about the loss of a key or magnetic card, about a violation of the confidentiality of the PIN code during the Bank's working day.

The Bank shall be entitled to:

3.28. Independently set the Fees for renting the safety deposit box (cell). Unilaterally change the Fees, of which the Lessee shall be informed by posting relevant information in branches (additional premises of branches) and other subdivisions of the Bank in places accessible to the Lessee, as well as on the corporate website of the Bank at: www.diamondclub.eubank.kz not later than 5 (five) business days prior to the entry into force of such changes.

3.29. Demand any documents stipulated by the legislation of the Republic of Kazakhstan and internal documents of the Bank at the conclusion of the Agreement and during the term of the Agreement.

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3.30. Terminate the Agreement prematurely if the Lessee used the safety deposit box (cell) in violation of the requirements of paragraphs 3.2., 3.5. of this Agreement.

3.31. Refuse service in cases and in accordance with the procedure stipulated by the legislation of the Republic of Kazakhstan in the field of counteracting the legalization (laundering) of illegally obtained incomes and the financing of terrorism (in the absence of the possibility of recording the Lessee's information necessary for his identification, as well as the impossibility of verifying the reliability of the information provided by him).

3.32. Terminate business relations with the Lessee in case the Lessee fails to provide the data and information necessary to verify the reliability and update data about the Lessee (his representative), as well as in case suspicions arise in the process of servicing the Lessee that the business relationship is being used by the Lessee for the purpose of legalizing (laundering) illegally obtained incomes or financing terrorism stipulated by the legislation of the Republic of Kazakhstan in the field of counteracting the legalization (laundering) illegally obtained incomes and the financing of terrorism.

3.33. In order to monitor the Lessee's compliance with the requirements of this Agreement concerning the prohibition of storing certain property in the safety deposit box (cell), perform checks of the intended use of the safety deposit box (cell) by the Lessee using special technical and other means (without opening the safety deposit box (cell)).

3.34. Independently make a decision on opening and checking the contents of the safety deposit box (cell), in case of doubts about the Lessee's compliance with paragraph 3.5. of the requirements of this Agreement.

3.35. Transfer the property to the competent authorities or make a decision on the destruction of the property on the basis of an act, if is identified that the Lessee has violated the terms of paragraph 3.5. of this Agreement.

3.36. Open and withdraw the contents of the safety deposit box (cell) if the Lessee fails to appear at the Bank after the expiration of the lease term of the safety deposit box (cell), in accordance with the established procedure in accordance with Section 5 of this Agreement.

3.37. Reimburse its expenses (related to the repair of the lock, loss of the key, magnetic card, PIN code recovery) at the expense of the amount of the deposit out of court, in case of non-fulfillment / improper fulfillment by the Lessee of his obligations under the Agreement.

3.38. Return the amount of the deposit to the Lessee minus the amount of the penalty payable by the Lessee to the Bank in connection with non-fulfillment or improper fulfillment of obligations under this Agreement, the cost of placing valuables in the Bank's storeroom, expenses related to the loss or damage to the Bank's property, regardless of the presence of the Lessee's fault (key, lock, magnetic card), the issuance of a duplicate key, etc.

The Bank shall notify the Lessee of the need to replenish the deposit amount by any possible means, indicating the terms and amounts of replenishment.

3.39. Present to the Lessee a refund of the cost of expenses incurred by the Bank related to the breakdown of the functioning of the depository's robotic system due to improper/incorrect use of the safety deposit box (cell) by the Lessee for further payment by the Lessee, with which the Lessee undoubtedly and unconditionally agrees.

4. Responsibility of the parties


Responsibility of the Bank:

4.1. The Bank shall be liable for violations related to the banking services of the Lessee within the limits established by the legislation of the Republic of Kazakhstan and this Agreement.

4.2. The Bank shall be responsible for the disclosure of banking secrecy defined by the Law of the Republic of Kazakhstan "On Banks and Banking Activities in the Republic of Kazakhstan".

4.3. The Bank shall be responsible for the failure to ensure the integrity and security of the safety deposit box (cell).

4.4. The Bank shall not be responsible for the placement of things, valuables and documents by the Lessee or his representative in the safety deposit box (cell), the possession of which and/or the placement

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by the Lessee or his representative in the safety deposit box (cell) is recognized (will be recognized) illegal, as well as for any damage caused to the Bank and/or third parties as a result or as a consequence of such possession and/or their placement in the safety deposit box (cell).

4.5. The Bank shall not responsible for the safety of valuables and documents located in the safety deposit box (cell), if the Lessee has not notified the Bank about the loss of the key and / or magnetic card, about the violation of the confidentiality of the PIN code, as well as in the case of the transfer of the key, magnetic card, PIN code to third parties.

4.6. The Bank shall be liable for the issuance of the contents of the safety deposit box (cell), including money and other property of the Lessee, in case of foreclosure on them on the basis of a court decision.

4.7. The Bank shall not be liable for damage caused to the Lessee as a result of non-fulfillment and/or improper fulfillment by the Lessee of the obligations stipulated in this Agreement.

4.8. The Bank shall not be responsible for the loss, shortage or damage of the things in the safety deposit box (cell), if the loss, shortage or damage of the things is caused by force majeure or the properties of the things themselves, or the intent or gross negligence of the Lessee.

4.9. In any case, the Bank's liability in case of violation of the terms of this Agreement shall be limited to the amount of actual damage caused to the Lessee.

The Lessee shall be responsible:

4.10. For violation of paragraph 3.6. of this Agreement - by payment of a penalty (penalty fee), the amount of which is determined by the Bank Fees in effect on the day of accrual of the penalty, for each day of delay.

4.11. For damage caused to the Bank as a result of loss of the key, magnetic card, violation of the confidentiality of the PIN code or breakage of the lock due to the fault of the Lessee or transfer of the key, magnetic card, PIN code to third parties.

4.12. For the placement in the safety deposit box (cell) of things, valuables and documents, the possession of which by the Lessee or his representative and /or placement in the safety deposit box (cell) is (will be recognized) illegal, as well as for any damage caused to the Bank and/ or third parties as a result or as a consequence of such possession and /or their placement in the safety deposit box (cell).

4.13. For placing prohibited items, explosives and flammable substances, ammunition, firearms, gas and cold weapons, chemical, toxic, radioactive, narcotic and psychotropic substances in the safety deposit box (cell), as well as for damage caused to the Bank and/or third parties by their storage in the safety deposit box (cell), food and perishable items, other property that can cause damage to the Bank and harm the Bank employees.

4.14. For damage caused to the Bank and/or third parties by violations of the terms of this Agreement, as well as the properties of the things in the safety deposit box (cell).

4.15. For the unreliability of the documents submitted to the Bank, as well as for the improper use of the safety deposit box (cell).

4.16. For damage and consequences that may arise when visiting the premises of the Bank in which the safety deposit box (cell) is located, by any person who has means of access to the safety deposit box (cell) (magnetic card, key) received from the Lessee.

4.17. For the safety and integrity of the safety deposit box (cell) when using it, in accordance with the current legislation of the Republic of Kazakhstan.


4.18. For late written notification of the Bank about the loss of the key, magnetic card, loss of confidentiality of the PIN code.

4.19. For late written notification of the Bank about revocation of the power of attorney (powers of attorney) for access to the safety deposit box (cell).

4.20. For transferring the key, magnetic card, PIN code to third parties.

5. Opening the safety deposit box (cell)

5.1. The Bank shall send an SMS to the Lessee seven (7) calendar days before the expiration date of the Agreement and three (3) calendar days before the expiration date of the Agreement to the mobile phone number that was last communicated by the Lessee to the Bank, or the Bank shall notify the Lessee

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orally/in writing within seven (7) calendar days prior to the expiration of the Agreement period about expiration of the period of leasing a safety deposit box (cell) (the choice of notification method is at the discretion of the Bank). If the Lessee has not taken actions to close or extend the lease term of the safety deposit box (cell), on the day of the expiration of the lease, the Bank shall send a written notice of the forced opening of the safety deposit box (cell) with the indication the reasons and time of opening the safety deposit box (cell) by a registered letter according to the details specified in the Agreement. If the Lessee has not notified the Bank of the change of details in accordance with the procedure stipulated in the Agreement, he shall be considered duly notified.

5.2. The Bank shall be entitled to forcibly open the safety deposit box (cell) in the presence of the members of the Bank commission, with the preparation of the opening act, in case of non-appearance of the Lessee (his representative) after 15 (fifteen) calendar days from the end of the lease term.

5.3. The safety deposit box (cell) shall be opened without the Lessee (proxy or heir) in the presence of members of the commission appointed by the Bank. The seizure of valuables from the safety deposit box (cell) shall be executed by an Act of forced opening of the safety deposit box (cell), including an inventory of the contents and the seizure of valuables. The act of forced opening of an individual bank safety deposit box (cell) shall be signed by the members of the commission, the valuables shall be transferred to the Bank's storeroom according to the act of acceptance of the transfer of valuables seized during the opening of the safety deposit box (cell). The items specified in clause 3.5. of this Agreement shall not be accepted in the Bank's storeroom.

5.4. If the Lessee (his representative or heirs) does not claim items and valuables removed from the safety deposit box (cell) from the Bank within 5 years after the expiration of the Agreement, the Bank, in accordance with Article 240 of the Civil Code of the Republic of Kazakhstan, shall acquire ownership of this property.

5.5. The Lessee shall pay the costs of opening the safety deposit box (cell), replacing the lock, placing valuables in the Bank's storeroom, a penalty for late vacation of the Safety deposit box (cell) in accordance with the Bank Fees, if the Lessee refuses to pay these costs, they shall be collected in accordance with the procedure established by the current legislation of the Republic of Kazakhstan. In this case, the amount of the Deposit shall be refunded minus the amount of expenses incurred by the Bank.

6. Rent

6.1. For the use of the safety deposit box (cell), as well as for the provision of services in accordance with this Agreement, the Bank shall charge a commission fee according to the Bank Fees effective at the time of the transaction or the provision of the service. In this case, the rent shall be charged at a time until the safety deposit box (cell) is provided to the Lessee.


6.2. The lease term of the safety deposit box (cell) is indicated in the Adhesion Application.

6.3. If, after the expiration of the lease term, the Lessee does not vacate the safety deposit box (cell), he shall pay the Bank a penalty for each day of delay until the day of the actual vacation of the safety deposit box (cell)/ the contents of the safety deposit box (cell) by the Lessee from the Bank's storeroom, in case of forced opening of the safety deposit box (cell) in accordance with paragraph 5.1. of this Agreement, in accordance with the Bank Fees effective on the day of accrual of the penalty.

7. Access to the safety deposit box

7.1. Access to the Lessee's safety deposit box (cell) shall be open around the clock on any calendar day. At the same time, during the first visit, the Lessee's representative must come to the Bank with the original power of attorney on working days before 5.00 p.m. local time to register it in the Bank's system, receive a magnetic card and get a PIN code to it. Without registration of the authorized person, access of the authorized person to the automated safety deposit box depository of the Bank shall be impossible.

7.2. The conclusion of the Agreement, as well as the extension of its validity period, shall be possible during the working hours during which the Bank provides operational services to Lessees (except in cases of transactions through remote service channels of the Bank, if the Bank is technically able). Early termination of the Agreement shall be possible only during the working hours during which the Bank provides operational services to the Lessees. Information about the working hours of the Bank is posted in

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branches (additional premises of branches) in places accessible to the Lessee, as well as on the Bank's Internet resource.

7.3. Inheritance of the contents of the safety deposit box (cell) shall be performed in accordance with the current legislation of the Republic of Kazakhstan.

8. Force majeure circumstances

8.1. The Parties shall be released from liability for partial or complete non-fulfillment of obligations under the Agreement if the non-fulfillment was the result of force majeure circumstances that arose after the conclusion of the Agreement as a result of extraordinary events that the Parties could neither foresee nor prevent by reasonable measures.

8.2. Force majeure circumstances shall include events that the Party cannot influence and for the occurrence of which it is not responsible (for example: earthquakes, floods, fires, etc.).

8.3. The Party referring to such circumstances shall be obliged to inform the other Party in writing within ten days of the occurrence of such circumstances, and at the request of the other Party, a document issued by the competent authority must be presented upon the occurrence of such circumstances.

8.4. The Party shall be obliged to inform in writing within three calendar days about the termination of such circumstances.

8.5. The deadline for fulfilling obligations under the Agreement shall be postponed in proportion to the time during which such circumstances and their consequences are in effect.

9. The term of the Agreement and the procedure for changing the Agreement

9.1. This Agreement shall enter into force from the date of signing by the Lessee and acceptance by the Bank (by affixing the appropriate mark of the Bank) of the Adhesion Application, which is an integral part of the Agreement and confirms the fact of the conclusion of the Agreement. The Agreement shall be valid until the Parties completely fulfill their obligations under it.

9.2. The Agreement may be terminated before the expiration of the safety deposit box (cell) lease period:

- by written agreement of the Parties;
- upon the Lessee's application for unilateral refusal to implement the Agreement submitted in accordance with this Agreement, and provided that there are no circumstances preventing the termination of this Agreement;
- in other cases established by this Agreement.


9.3. The Bank shall be entitled to unilaterally, without prior agreement with the Lessee, make changes and/or additions to the Agreement. The Bank shall inform the Lessee about the changes and/or additions made to the Agreement by posting information on the Bank's corporate website at: www.diamondclub.eubank.kz, as well as by placing information in the operating rooms of the Bank's branches and their additional subdivisions in a place accessible for viewing, not later than 10 (ten) calendar days before the entry into force of such changes and/or additions.

9.4. Failure by the Lessee to submit to the Bank a statement of non-acceptance of the terms of the Agreement, taking into account the amendments and/or additions made, within 5 (five) working days from the date of informing the Lessee of the amendments and/or additions to the Agreement, shall mean the Lessee's consent to the new (amended/supplemented) version of the Agreement and joining it as a whole, taking into account changes and/or additions made.

9.5. After making changes and/or additions to the Agreement, it shall continue to be valid in an amended/changed form.

9.6. When making amendments to the legislation of the Republic of Kazakhstan, before making amendments and additions to the Agreement in accordance with the procedure established by paragraphs 9.3.-9.5. of this Agreement, the parties to the Agreement shall be guided by the relevant provisions of the legislation of the Republic of Kazakhstan.

9.7. The lease term of the safety deposit box (cell) may be extended on the basis of the Lessee's application for the extension of the lease term of the safety deposit box (cell), submitted in accordance with the form set forth in this Agreement within 3 (three) working days before the end of the lease term of the

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safety deposit box (cell). At the same time, the conditions for renting a safety deposit box (cell) from the date of extension of the lease term shall be established in accordance with the standard conditions for renting a safety deposit box (cell) established by the Bank and valid on the day of extension. The Lessee's application for the extension of the lease term of the safety deposit box (cell) shall be an integral part of this Agreement and shall be a document confirming the familiarization and acceptance of the terms of the lease of the safety deposit box (cell), effective on the day of the extension of the lease term.

10. Dispute resolution procedure

10.1. Disagreements and disputes arising under this Agreement shall be considered by the Parties independently in a preliminary manner through negotiations in order to develop mutually acceptable solutions.

10.2. All disputes related to this Agreement, unresolved through negotiations, shall be subject to consideration at the choice of the plaintiff/applicant in the courts of the Republic of Kazakhstan at the location of the Bank or its branch (except in cases where, in accordance with the requirements of the Civil Procedure Code of the Republic of Kazakhstan, exclusive jurisdiction is established) or in the Permanent "Arbitration Court of Almaty", in accordance with its Rules, which are an integral part of this arbitration agreement, as amended as of the date of filing the claim / application to arbitration, with the exception of disputes not subject to arbitration in accordance with the legislation of the Republic of Kazakhstan and subject, in this regard, to consideration in the courts of the Republic of Kazakhstan.

11. Confidentiality

11.1. Any information transmitted by the Parties to each other in connection with the Agreement, as well as the fact of the conclusion of the Agreement, shall be confidential information and cannot be disclosed to third parties without obtaining the prior written consent of the other Party, unless otherwise follows from the requirements of the legislation of the Republic of Kazakhstan or the terms of the Agreement.

11.2. The Bank will take all measures in its power to ensure the confidentiality of information regarding the Lessee and the services provided by the Bank in accordance with the Agreement.


11.3. The Bank shall not be responsible if confidentiality was violated through the fault of the Lessee or confidential information was known or became known to third parties from other sources.

11.4. By submitting the Adhesion Application and being personally present at the Bank's office, the Lessee agrees that during the term of the Agreement, the Bank shall be entitled to require disclosure of any information, in accordance with the provisions of the legislation of the Republic of Kazakhstan, internal documents of the Bank establishing the need to comply with the level of disclosure set forth in them, and the Lessee shall be obliged to provide the Bank, upon its first request, any information within the time limits set by the Bank and subject to the Bank's confidentiality conditions, as stipulated in the Agreement.

11.5. By submitting the Adhesion Application, at the time of his personal presence in the Bank's office, the Lessee unconditionally and irrevocably authorizes the Bank to provide, on the basis of the Agreement without any additional consent of the Lessee, the following third parties:

1) legal entities that are major participants of the Bank, related legal entities of the Bank; authorized state bodies, courts, law enforcement agencies (including bodies of inquiry and/or preliminary investigation, national security agencies) at their request, or in case of violation by the Lessee of obligations to the Bank, or in case of violation by the Lessee of legal norms of the Republic of Kazakhstan; to any third parties to whom the Bank assigns its rights of claim under the Agreement, of all and any information related to the Lessee and/or the Agreement and/or other agreements concluded between the Bank and the Lessee, including terminated ones, constituting a banking secret, as defined by the legislation of the Republic of Kazakhstan, as well as commercial or other legally protected secret;

2) any third parties who are hired or will be hired in the future by the Bank, the Bank's shareholders and/or the Bank's affiliates to conduct analytical surveys, provide other services, including, but not limited to, debt repayment services, consulting, legal, auditing and other services, to provide such third parties with the opportunity to fulfill their obligations to the Bank, shareholders of the Bank and/or affiliated persons of the Bank, as well as for the implementation of their functions within the framework of the legislation of the

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Republic of Kazakhstan, - any information related to the Lessee and/or the Agreement and/ or other agreements concluded between the Bank and the Lessee, including terminated, constituting a banking secret as defined by the legislation of the Republic of Kazakhstan, as well as commercial or other legally protected secret that is necessary and sufficient for the proper provision of services to the Bank, the Bank's shareholders and/or the Bank's affiliates, as well as for the implementation of their functions within the framework of the legislation of the Republic of Kazakhstan;

3) authorized state bodies of the Republic of Kazakhstan, foreign tax authorities, including the US tax authorities (IRS) and foreign tax agents - any information related to the Lessee and/or the Agreement and/or other agreements concluded between the Bank and the Lessee, including terminated ones, constituting a banking secret as defined by the legislation of the Republic of Kazakhstan, as well as commercial and/or other legally protected secrets, in order to implement the requirements defined by the United States of America "On the Tax Regime of Foreign Accounts" FATCA (Foreign Account Tax Compliance Act).

11.6. These powers are valid provided that the Bank, the Bank's shareholders, and the Bank's affiliates have reached all necessary agreements with such third parties on confidentiality to the reasonable extent that is permissible and achievable in each specific case.

11.7. The Lessee hereby grants the Bank his unconditional consent to the collection by the Bank from all sources and processing, dissemination by the Bank of any information about the Lessee, including those constituting banking and other legally protected secrets, personal data of the Lessee (his representative) (hereinafter referred to as the Information), for the purpose of concluding and within the framework of the execution of this Agreement and/or other transactions with the Bank, including the proper performance by the Lessee of its obligations under them, as well as in connection with the occurrence or possibility of occurrence, between the Bank, the Lessee and (or) any third parties, including those with whom the Lessee and (or) the Bank is connected by circumstances or relationships, any relationship, including, but not limited to, related to the provision of banking and other services, including the commission before their provision and in the process of their provision of any actions / transactions (valuation and (or) insurance (if provided), etc.);

Sending notifications, demands, as well as informing, including about the Bank's services, requesting and receiving any data and information, assignment of claim rights, as well as in other cases in which there is a need to collect, process and disseminate the Information. The collection, processing and dissemination of information is performed at the discretion of the Bank by any means that do not contradict the legislation of the Republic of Kazakhstan. The Bank shall be entitled to:

1) transfer Information to authorized state bodies and any other persons when the Bank is obliged or entitled to perform such actions in accordance with the requirements of legislation, concluded agreements and in other cases; to carry out cross-border transfer of Information, including according to subparagraph 1) paragraph 3 of Article 16 of the Law of the Republic of Kazakhstan "On Personal Data and their Protection" (hereinafter referred to as the Law);


2) disseminate Information, including in accordance with paragraph 2 of Article 15 of the Law;

3) independently determine the conditions of access to the Information;

4) store Information on any media during the storage periods established by the legislation of the Republic of Kazakhstan and internal documents of the Bank, after the termination of legal relations with the Bank. The Bank shall not be obliged to notify anyone about the actions taken by the Bank to collect, process and transfer Information to any third parties. The Lessee undertakes to inform the Bank in writing within 3 (three) working days about the new Information, any changes and/or additions to the Information transmitted by him to the Bank, providing the Bank with appropriate supporting documents for the Bank to make changes and (or) additions to the Information.

12. Final provisions

12.1. The Bank has the right to assign or transfer any rights or obligations under the Agreement if it does not contradict the legislation of the Republic of Kazakhstan. Such assignment, transfer or transfer does not require additional consent of the Lessee.

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12.2. The Lessee is not entitled to assign or transfer any of its rights or obligations arising in connection with the Agreement without the prior written consent of the Bank.

12.3. The Agreement is binding on the Parties, their legal successors and authorized representatives.

12.4. If the third party to whom the rights or obligations under the Agreement have been assigned/transferred by the Bank has the appropriate internal procedures necessary to prevent cases of involvement of a third party in criminal activities and money laundering schemes, such as legalization of illegally obtained incomes, terrorism, fraud, corruption, etc., or such the procedures are established by the legislation of the country of residence of such a third party, the Lessee shall undertake, at the first request of such a third party, within the time limits set by such a third party, to provide, or ensure the provision of documentation and information necessary for such a third party to be able to implement and comply with all the requirements of the necessary procedures existing with a third party and/or established by the legislation of his country of residence.

12.5. If any provision of the Agreement becomes invalid, invalid or illegal, it will not affect the validity and legality of the remaining provisions of the Agreement. In such cases, the Parties will make every effort to replace the invalid provision with a new legally significant one.

12.6. If one of the Parties does not use or untimely uses any of the rights under the Agreement, this should not be regarded as a waiver of rights, except in cases specifically stipulated in the Agreement, and should not affect the rights of the Party.

12.7. By submitting the Adhesion Application, the Lessee shall confirm that:


a) all information provided by the Lessee for the purposes of concluding and executing the Agreement is/will be reliable, complete and accurate;

b) the conclusion of the Agreement does not contradict, and will not contradict, any agreements to which the Lessee is a party, as well as any other requirements that the Lessee is obliged to comply with or that apply to him, including the legislation of the Republic of Kazakhstan and the legislation of the Lessee's country of residence.

12.8. The Lessee acknowledges and agrees that the Bank is actively working to prevent the Bank from engaging in criminal activities and money laundering schemes, such as money laundering, terrorism, fraud, corruption, etc. The Bank's work standards are aimed at preserving and protecting the Bank's reputation, as well as ensuring that the Lessees' faith in the integrity of the Bank shall not be undermined in any way. In this regard, the Bank, at its discretion, establishes certain requirements for the Bank's Lessees and transactions and transactions performed by the Bank's Lessees, which may change from time to time. Thus, the Bank may establish criteria by which a particular lessee of the Bank or a particular transaction or operation of a lessee of the Bank may be classified as unusual/suspicious Lessees and/or transactions/operations.

12.9. The Lessee hereby confirms that with respect to the personal data of the subjects of personal data transferred and to be transferred in the future by the Lessee to the Bank under an Agreement (by Representatives), as well as in other cases when, in accordance with the legislation of the Republic of Kazakhstan and (or) internal documents of the Bank, there is a need to collect, process such personal data, the Lessee has previously received the subjects of the personal data that he provided consent to the collection and processing of personal data, to the transfer of personal data to a third party, including the Bank, collection, processing and dissemination by the Bank, to the cross-border transfer of personal data, regardless of whether the relevant foreign state protects the transferred personal data, if such transfer is not prohibited or it is not limited by the legislation of the Republic of Kazakhstan. If necessary, determined by the Bank, the Lessee provides the Bank with documentary evidence of the existence of the consent collected by the Lessee from the subjects of personal data for the collection and processing of personal data, for the transfer of personal data to a third party, including the Bank, collection, processing and dissemination by the Bank, for cross-border transfer. The responsibility for the absence of the above consents shall lie with the Lessee. If any measures are applied to the Bank for violation of the legislation of the Republic of Kazakhstan on personal data, the Lessee undertakes to reimburse the Bank, at the request of the Bank, any expenses and losses incurred by the Bank.

12.10. Each of the Parties to this Agreement refuses to stimulate employees/representatives of the other Party in any way, including by providing money, gifts, gratuitous performance of works (services) to

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them and other methods not listed in this paragraph that place the employee/representative of the other Party in a certain dependence and aimed at ensuring the performance of by this employee / representative of the other Party of any actions in favor of the stimulating Party. The actions of a Bank employee performed in favor of the Lessee stimulating this employee in the above ways shall be understood as:

- a) providing the Lessee with unjustified advantages in comparison with other Lessees of the Bank;
- b) providing the Lessee with any guarantees not stipulated by the legislation and internal documents of the Bank;
- c) acceleration of existing procedures;
- d) other actions of the employee that run counter to the internal documents of the Bank and the principles of transparency and openness of relations between the Parties.

12.11. The order of the clauses, the titles of the clauses and other headings contained in the Agreement shall be used for convenience and shall not contain any restrictions, characteristics or interpretations of any provisions of the Agreement.

12.12. In terms of issues not regulated by this Agreement, the Parties shall be guided by the legislation of the Republic of Kazakhstan.

12.13. The agreement is drawn up in Russian, Kazakh and English. In the event of a discrepancy between the Kazakh, Russian and English texts of the Agreement, the Parties shall be guided by the Russian text of the Agreement.

12.14. This Agreement, at the request of the Lessee, is handed over to him at its conclusion, for the convenience of their application, execution and compliance. If the Lessee wishes to receive other services provided by the Bank, other than those stipulated in the Agreement, it is required to conclude separate agreements for the provision of relevant services, as well as compliance with other requirements stipulated by regulatory legal acts of the Republic of Kazakhstan and / or internal policies, standards, procedures, and other internal documents of the Bank.