

*Approved by
Board of Directors of Tsesnabank JSC
Decision No.22/02/17-03 as of "22" february 2017*

*By the Management board of Tsesnabank JSC
Minutes No24-17 as of "15" february 2017*

*With changes, according to the extract from
the Minutes of the Management Board dated 19.04.2019 No. 47-19*

*With changes, approved by the Management Board
the Minutes dd. April 04, 2021 No. 45-21*

*By the Board of Directors for the individuals,
related to "Jusan Bank" JSC by special relations
the Minutes dd. April 23, 2021 No. 23/04/21-01*

CONTRACT FOR PAYMENT SERVICES RENDERED WITHOUT OPENING AN ACCOUNT

This contract for payment services rendered without opening an account (further – the Contract) determines conditions and a procedure of First Heartland Jusan Bank JSC (further – Bank) payment services:

- on cash acceptance for making of payment without opening an account of a remitter (further – a Payer);
- on money transfers of a Payer without opening an account (further – Money transfer), according to the legislation of the Republic of Kazakhstan and internal documents of the Bank, and also establishment of the rights, obligations, responsibility of the parties, and also other features of legal relationship between Bank and a Payer (as it is determined below).

This Contract is the contract of accession signed according to provisions of article 389 of the Civil code of the Republic of Kazakhstan, the conditions of which can be accepted by a Payer by accession to this contract for receipt of banking services – making of payments / money transfers without opening an account. The document confirming accession to this contract and receipt of services is a payment document (further – a Payment document). Data on Bank and a Payer are specified in the Payment document. At the same time, a Payment document is an integral part of this Contract.

The signing of Payment document by a Payer (his legal representative) testifies that:

- A Payer read, understood and accepted terms of the contract in full, without any notes and objections;
- The contract does not contain any burdensome conditions for a Payer which he would waive according to the reasonable interests;
- A Payer has no right to refer to the absence of his signature on the Contract as the proof that the Contract was not read/understood/accepted by him if the Bank has a Payment document signed by a Payer;
- A Payer gives his consent for all conditions and the order of payment services provision by Bank provided by this contract;
- all provisions of the Contract fully correspond to interests and will of a Payer;
- the conclusion of the Contract and execution of its conditions will not violate and lead to violation of any regulation of the legislation of the Republic of Kazakhstan and/or the legislation, applicable to a Payer.

All Annexes to the Contract (if available), the documents accepted by Bank from a Payer within the payment services rendered by Bank provided by this Contract (by placing the corresponding mark of Bank), are an integral part of the Contract, unless stated otherwise in the document.

1. Scope of Contract

1.1. The bank renders the payment services provided by this Contract according to applicable tariffs of Bank (further - Tariffs). The current tariffs of the Bank for banking services are posted on corporate website of the Bank: www.jysanbank.kz, also they are available in operational halls of bank branches and their additional premises.

1.2. The bank performs the payment services provided by this Contract based on a payment document signed by a Payer and accepted by the Bank (by placing the corresponding mark of Bank) according to the legislation of the Republic of Kazakhstan and internal documents of the Bank.

1.3. The information on the payment services provided by this Contract is posted on the corporate website of the Bank: www.jysanbank.kz, and also in operational halls of bank branches and their additional premises.

1.4. In case of money transfer in foreign currency, the transfer is made according to the exchange rate established by Bank at the time of making of transactions.

2. The procedure for rendering services

2.1. Banking servicing of a Payer on rendering the payment services provided by this Contract is made during the operational day which duration is determined by Bank independently. Information on corresponding changes in a graphics of operational day is placed no later than 3 (three) working days before enforcement of such changes on the corporate website of Bank to the address: www.jysanbank.kz, and also in operational halls of bank branches and their additional premises.

2.2. Rendering the payment services provided by this Contract is performed by Bank on a Payment document according to the legislation of the Republic of Kazakhstan, internal documents of Bank and this Contract.

2.3. A Payer transfers a Payment document to Bank and places money for carrying out the corresponding transaction provided by this Contract. The Bank renders a payment service provided by this Contract within the amount granted by a Payer.

2.4. The rights to claim arising at a Payer from the moment of the conclusion of the Contract cannot be transferred by a Payer to the third parties.

2.5. At the request of a Payer the money placed by him based on a Payment document is intended for:

2.5.1. Collection of a commission fee which is due to Bank for rendering the payment service provided by this Contract according to Tariffs of the Bank (in case of collection thereof).

2.5.2. Making of payment/money transfer without opening of an account for the benefit of a Payee, according to the details specified by a Payer in Payment document.

2.6. A refund when rendering payment services and suspension of rendering of the payment services provided by this Contract in cases, stipulated by the legislation of the Republic of Kazakhstan is made as by cash method, and by the details provided by a Payer.

2.7. A Payer bears responsibility for correctness of information specified in a Payment document and has no right to make any claim to the Bank in connection with execution of the contract obligations by the Bank, in case of specifying of wrong data in a Payment document.

3. Rights and obligations of a Payer:

3.1. A Payer has no right to transfer to the third parties the rights to make a claim to the Bank which arose in connection with the conclusion of the Contract on the terms and conditions of this Contract.

3.2. A Payer has the right to make transactions with cash in an order and on the conditions established by the legislation of the Republic of Kazakhstan, internal documents of Bank and this Contract.

3.3. A Payer is obliged to get acquainted with Tariffs of the Bank.

3.4. A Payer is obliged to provide properly processed documents, claimed by the Bank according to the legislation of the Republic of Kazakhstan, internal documents of Bank and this Contract.

4. Rights and obligations of the Bank:

4.1. The Bank during rendering a payment service has the right to request any documents, stipulated by the legislation the Republic of Kazakhstan and internal documents of the Bank.

4.2. The Bank has the right to initiate modification and/or additions to the present Contract and Tariffs, having posted information on the corporate website of Bank to the address: www.jysanbank.kz, in operational halls of bank branches and their additional rooms in the place, available to a review, no later than 5 (five) working days before the effective date of such changes and/or additions.

In case of Payer's failure to submit to the Bank of a statement for non-acceptance of changes and/or additions in Tariffs of the Bank within 5 (five) working days from the moment of informing a Payer on modification and/or additions in Tariffs, means a Payer's consent with new Tariffs which become effective from the end date of term of informing a Payer on modification and/or additions in Tariffs.

4.3. The Bank has the right to refuse carrying out transaction, to suspend transactions on payment services provided by this Contract subject to applicable legislation of the Republic of Kazakhstan in the sphere of anti-money laundering, combating the financing of terrorism (further – the AML/CFT law).

4.4. The Bank has the right not to establish, and also to terminate business relations with a Payer in case of impossibility of data check verification provided by the Payer or in case of non-presentation by a Payer of information necessary for updating of data about a Payer (his representative), and also in case of suspicions during services provision to a Payer that this business relations are used for the purpose of legalization (laundering) of criminal income or the financings of terrorism provided by AML/CFT law.

4.5. The Bank has the right to repudiate contract subject to applicable legal requirements of AML/CFT law. The Bank shall inform about repudiation of the Contract at the time of the appeal to this Bank and submission of a Payment document or shall send a notification to a Payer's address specified in details of a Payment document (at the discretion of Bank) by the end of the present operational day after day of receipt of a Payment document with indication of a cause of repudiation.

4.6. The Bank is obliged to render the payment services provided by this Contract according to the requirements of a Payer specified in point 2.5. of this agreement, no later than one operational day after day of receipt of a Payment document, except as specified by the Law of the Republic of Kazakhstan as of July 26, 2016 "On payments and payment systems" provided that requirements of a Payment document are specified by a Payer in the amount equal to the size of the cash requirement and the arrived Payment document from a Payer contains all details, necessary for transaction making.

4.7. The Bank has the right to levy from a Payer a commission fee for making of payment services provided by this Contract according to the Tariffs established by the Bank on the date of the corresponding transaction making.

4.8. The Bank is obliged to guarantee confidentiality of any information obtained by the Bank from a Payer within agreement performance.

5. Liabilities of the parties

Bank shall be liable:

5.1. For making of the violations connected with bank servicing of a Payer according to the legislation of the Republic of Kazakhstan.

5.2. For non-execution of instructions of a Payer on payment service rendering specified in a Payment document, the Bank shall according to the written requirement of a Payer pay to him a penalty in the amount of 0,01% of a transaction amount for each day of delay by transfer of the amount of a penalty for the details specified in the written requirement of a Payer within 10 (ten) working days from the date of receipt of the written requirement of a Payer.

The Payer shall be liable:

5.3. for authenticity of information about:

- (i) a Payee for the benefit of whom a payment/transfer is made and his bank details;
- (ii) payment details identifying purpose of the payment/transfer;
- (iii) amount of payment/transfer and other specified details. In case of unauthenticity of the specified information the Bank shall not be responsible for improper execution by a Payer of liabilities to a Payee.

5.4. A Payer bears responsibility for legality of the transactions made by him according to the legislation of the Republic of Kazakhstan, and also for authenticity of the documents submitted to Bank for making of payment services provided by this Contract.

Indemnity against liability:

5.5. The parties shall not be responsible for cases of non-execution and/or improper execution of liabilities under this Contract if such cases would have arisen from force majeure circumstances, including, but, not limited: acceptance by authorized state bodies, National Bank of the Republic of Kazakhstan of acts \measures of restrictive and prohibitive nature, the failures of the software, blackout, damage of the communication line and other circumstances beyond the reasonable control of the Parties and having a direct bearing on the Subject of this Contract.

5.6. The Bank shall not be responsible for execution of the Payment document of a Payer with incorrectly specified details.

5.7. The Bank shall have no liability to a Payer for non-execution or improper execution of liabilities under this Contract which resulted from not clear, incomplete or inexact instructions of a Payer or the third parties, and on other reasons which are independent of the Bank.

5.8. In any cases the banking liability in case of violation of terms of this Contract is limited to the extent of the actual damage caused to a Payer by illegal actions / inactions the sizes of which shall be supported by the relevant documents.

6. Contract conditions

6.1. The Contract is deemed to be concluded on the terms and conditions of this contract from the moment of introduction by a Payer of money for the purpose of making of payment/transfer to cash desk of the Bank based on a Payment document which is an integral part of this contract and confirming the fact of the conclusion of the Contract. Confirmation of the fact of money deposition is the corresponding mark of Bank on a Payment document.

6.2. The Contract shall become effective from the date of deposition of money by a Payer based on a Payment document according to point 6.1. of this contract, also shall remain in force before execution of the contract obligations by the Parties.

6.3. The Bank has the right to initiate modification and/or additions in the Contract, having posted information on the corporate website of Bank to the address: www.jysanbank.kz, in operational halls of bank branches and their additional premises. Information on corresponding changes and/or additions is brought to the attention of a Payer no later than 5 (five) working days before the date of enforcement of such changes and/or additions.

6.4. In case of Payer's failure to submit to the Bank of a statement for non-acceptance of terms of the contract taking into account the made changes and/or additions within 5 (five) working days from the moment of informing a Payer on modification and/or additions in the Contract, means a Payer's consent with the new (changed/added) edition of the Contract and accession to it in general taking into account the made changes and/or additions which become effective from the end date of term of informing a Payer with the new (changed/added) edition of the Contract.

6.5. After introduction of amendments and/or additions to the Contract, it shall remain in effect in the changed/added form.

6.6. In case of introduction of amendments to the legislation of the Republic of Kazakhstan, requiring introduction of amendments and/or additions to the Contract, the Parties of the Contract shall be guided by relevant provisions of the legislation of the Republic of Kazakhstan before introduction of amendments and additions to the Contract according to the order established by section 6 of this Contract.

7. Dispute settlement procedure

7.1. Regarding the questions which are not settled by this Contract, the Parties are guided by the legislation of the Republic of Kazakhstan.

7.2. All disputes, related to this Agreement that are not settled by negotiation, shall be considered at the discretion of the complainant/applicant in the courts of the Republic of Kazakhstan at the location of the Bank or its branch (except for cases where, in accordance with the requirements of civil procedural code of the Republic of Kazakhstan, exclusive jurisdiction is established) or in the Permanent Court of Arbitration of Almaty city”, in accordance with its Regulation that is an integral part of this Arbitrage Agreement, in version, that is valid as of the date of submitting the complaint/application to the arbitration, except for the disputes beyond the jurisdiction of the

arbitrage in accordance with the legislation of the Republic of Kazakhstan and subject to be considered in this connection in the courts of the Republic of Kazakhstan.

7.3. Mutual claims concerning calculations between a Payer and a Payee are considered directly by them, without participation of Bank.

8. Confidentiality

8.1. Any information transferred by the Parties to each other, in connection with this Contract and also the fact of the conclusion of the Contract, is confidential and cannot be disclosed to the third parties without receipt of the prior written consent of other Party, unless otherwise required by legislation of the Republic of Kazakhstan or by terms of this Contract.

8.2. The Bank will take all measures for ensuring confidentiality of information concerning a Payer and the services rendered by the Bank according to this Contract.

8.3. The Bank shall not be responsible in case of breach of confidentiality caused by a Payer or in cases when confidential information was known or became known to the third parties from other sources.

8.4. A Payer herewith gives to the Bank the unconditional consent to handle, distribute and to collect from all sources of any information about him including information constituting banking secrecy and other personal data of a Payer (further – Information) protected by law, for the purpose of the conclusion and within execution of this Contract and/or other transactions with the Bank, including proper execution by a Payer of his liabilities and also in connection with creation or possibility of creation of any relations between Bank and/or a Payer, and/or any third parties, including with which a Payer and (or) the Bank is connected by circumstances or by relations, including, but not limited to, connected with: rendering of banking and other services, including, making before their rendering and in the course of their rendering of any actions / transactions (by assessment and (or) insurance (if any), etc.); the direction of notifications, requirements, and also informing, including about services of the Bank; request and receipt of any data and information; concession of rights to claim; and also in other cases at need of collection, handling and distribution of Information. Collection, handling and distribution of Information is performed at the discretion of the Bank by any methods which are not contradicting the legislation of the Republic of Kazakhstan.

Bank has the right to:

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, including according to sub-point 1), point 3 of Art. 16 of the Law of RK "On Personal Data and Their Protection" (further – the Law);

2) distribute Information, including according to point 2 of Art. 15 of the Law;

3) independently determine conditions of access to Information;

4) to store Information in any carriers during the storage durations established by the legislation of RK and internal documents of the Bank after the termination of legal relationship with Bank.

The Bank has no obligation to notify someone on the actions for collection, handling and transfer of information made by Bank to any third parties.

A Payer 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 the Bank with provision to the Bank of the relevant supporting documents for introduction of changes and (or) amendments by Bank to the Information.

9. Final provisions

Headings.

9.1. An order of an arrangement of articles, names of articles and other headings containing in the Contract are used for convenience and do not contain any restrictions, characteristics or interpretation of any provisions of the Contract.

Language.

9.2. The Contract is created in Russian, Kazakh and English languages. In case of discrepancy of the texts of this Contract in Kazakh, Russian and English languages, the Parties are guided by the text of the Contract in Russian.

Miscellaneous.

9.3. This Contract is handed to a Payer upon his demand when signing of a Payment document. If Payer wishes to receive other services provided by Bank except provided in this Contract, 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 of state re-registration of a legal entity dated 18.03.2021

BIN 920140000084

IIC KZ48125KZT1001300336 in NB RK,

BIC TSESKZKA