

Service Agreement No. ____
on Acceptance and Transfer of Private Individuals' Payments via Intermediary Companies

____ 20____

JSC Halyk Bank, hereinafter referred to as the **"Bank"**, represented by _____, acting on the basis of _____, on the one hand, and _____, hereinafter referred to as the **"Company"**, represented by _____, acting on the basis of _____, on the other hand, hereinafter collectively referred to as the **"Parties"**, and individually as a **"Party"**, have entered into this Service Agreement on Acceptance and Transfer of Private Individuals' Payments via Intermediary Companies (the **"Agreement"**), as follows:

1. Subject of the Agreement

1.1. The Company shall instruct, in the manner and on the terms established by the Agreement, and the Bank shall accept payments from individuals (hereinafter referred to as the **"payers"**) for _____ (the **"payments"**):¹

- ☐ using Bank outlets in cash and/or from payers' bank accounts opened with the Bank;
- ☐ using self-service device network of the Bank by payment card and/or cash;
- ☐ using Personal Internet Banking Halyk Homebank by payment card opened with the Bank.

2. Definitions

2.1. For the purposes of this Agreement, the following basic concepts are used:

Bank	JSC Halyk Bank, its branches/ structural/ specialized structural subdivisions of branches/ employees
Beneficiary	a person in whose favor the payment and (or) money transfer is made
Statement	A duly executed document sealed by the Bank (paper or electronic) showing status of the Account for a certain period of time
Payment Cardholder	An individual who uses a payment card in accordance with payment card issue agreement or, if a prepaid payment card – natural person who makes transactions using such card
Legislation	legislation of the Republic of Kazakhstan as a set of regulatory legal acts adopted in the established manner
Prohibited Services	types of goods and/or services sold by service provider and/or related to the activities of the service provider that violate the requirements established by the legislation of the Republic of Kazakhstan and the Agreement, including: goods (services) related to the sale (including the sale itself) by the service provider of weapons, firearms and explosive substances and objects; narcotic, psychotropic, toxic, caustic and radioactive substances; human organs and tissues; alcoholic and tobacco products (without the proper permission of state authorities in accordance with the legislation of the Republic of Kazakhstan); services for organizing and conducting gambling (without the proper permission of state authorities in accordance with the legislation of the Republic of Kazakhstan); sexual services, and those contrary to universal moral principles and ethics; other goods prohibited or restricted in circulation in accordance with the legislation of the Republic of Kazakhstan
Unified Payment Document	a form of housing and communal payment receipt. The form of the Unified Payment Document (the "UPD") is being developed to pay fees for the maintenance and repair of residential premises and the provision of utilities
Personal Internet Banking	Halyk Homebank Personal Internet Banking is a software and hardware complex of the Bank that allows the holder of payment cards to make payments on the Internet (Halyk Homebank)
Payment Card	means of access to money on the account, which is used for making card transactions, and other transactions pursuant to the terms and conditions determined by its Issuing Bank

¹ Select the required payment acceptance channel. The terms of the Agreement may provide for both payment acceptance channels: at the Bank outlets and via the self-service device network (hereinafter referred to as the **"framework agreement"**).

Service Provider	a service provider in favor of which the payment is made (legal entity, sole proprietor, peasant (farm) household, private bailiff, private notary, lawyer, professional mediator)
Card Account	current account in the card database
Personal Account	digital identifier of the payer's address
International Payment System (IPS)	a system for the exchange of transactions and mutual settlements between members of the International Banking Payment Association, operating under a single trademark
UN	The United Nations is an international organization created to maintain and strengthen international peace and security, develop cooperation between states
Transaction Day	the period of time during which the Bank receives instructions to transfer money and orders to suspend or withdraw such instructions from the Company and send them notices related to the implementation of money transfers in their favor
Payer	an individual who makes payments in favor of the service provider for the goods supplied, work performed or services rendered via the intermediary company.
Payment Document	a document drawn up on paper or generated in electronic form, on the basis or with the help of which payment and (or) money transfer is made
Intermediary Company (Company)	legal entities with which the Bank has entered into an appropriate agreement on the provision of services for accepting and transferring payments from individuals, distributing the amounts of payments received under a unified payment document for the purpose of their subsequent transfer in favor of the service provider
Self-Service Device Network	devices, including those with the Cash-In function, and other electronic software and hardware tools that allow the payer to independently receive money and documents confirming transactions and make payments using payment cards and cash
Account	Company's bank account
Tariffs	current tariffs that determine the size of the Bank's fees charged for the services rendered by it
Self-Service Devices	devices, including those with the Cash-In function, and other electronic software and hardware tools that allow the payer to independently receive money and documents confirming transactions and make payments using payment cards and cash
FATF	the Financial Action Task Force on Money Laundering (FATF). An intergovernmental organization that develops global standards in the field of combating money laundering and the financing of terrorism (AML/CFT), and also evaluates the compliance of national AML/CFT systems with these standards
Financial Portal	the Bank's hardware and software complex, which allows cardholders to make payments using the card on the Internet
Electronic Account	a billing invoice of the Company in electronic form for the payer to pay for utilities and other services using self-service device network
Chargeback	the Bank's request for the need to return the amount of the disputed payment to the holder of the payment card, based on the results of the investigation in accordance with the rules of the International Payment Systems initiated under application of the holder of the payment card issued by any issuing bank other than JSC Halyk Bank

OFAC	the Office of Foreign Assets Control of the US Treasury. The US Treasury Department responsible for national security and the fight against foreign terrorism, drug trafficking and activities related to the proliferation of weapons of mass destruction; controls the application of economic sanctions, in particular the freezing of foreign assets located in the United States
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3. Rights and Obligations of the Parties

3.1. The Bank shall be obliged to:

3.1.1. accept payments from payers in favor of the Company¹:

☐ at the Bank outlets on payment documents of the appropriate sample/of the Company. When accepting a payment, the Bank puts a computer mark on both parts of the payment document indicating the date and amount of the accepted payment; both parts of the document are signed by the cashier. The marked payment receipts are returned to the payer;

☐ using self-service device network by payment cards issued by the Bank, and by cash;

☐ using Halyk Homebank Personal Internet Banking by payment cards issued by the Bank.

3.1.2. send the electronic register of payments received from payers (register format – as set forth in Annex 1 to the Agreement) to the Company's email address _____ not later than the business day following the day of payments. [Information about the inadmissibility of the payment amount is also transmitted to the payer through the electronic banking system at the time of payment]².

The Bank notifies the Company of the amount of a fee charged from the Company (unless a payer is charged a fee, and the fee for accelerated transfer transactions are established by the Agreement);

3.1.3. make transfers of payments in favor of service providers specified in the payment distribution sheet (hereinafter referred to as the "service providers"), with the payment purpose code (-s) _____;

3.1.4. daily on business days receive from the Company the payment distribution sheet, in which the recipients of payments as set forth in Annex 3 to the Agreement, in electronic form by e-mail: _____;

3.1.5. when changing the printed sample of the Company's billing invoice, make the necessary modifications at the request of the Company for the correct display of the electronic invoice in the electronic banking system. In this case, the Company sends the Bank a 45 (forty-five) business day-written notice prior to the required date of the Bank's changes, describing electronic format for the exchange of information;

3.1.6. in case of receiving a message from the Company about the inadmissibility of processing certain amounts of payments paid by payers on electronic accounts (in accordance with sub-clause 3.1.1 of the Agreement), the Bank assigns a pending status for the rejected payments, reflecting them on the "pending clarification" account;

3.1.7. during the transaction day on the day of receipt of the payment distribution sheet (as per Annex 3 to the Agreement), transfer automatically the money received from the payers to the bank accounts of service providers, in strict accordance with the electronic file containing payment distribution sheet transmitted by the Company. In this case, the following is indicated in the payment order: "The transfer was made according to the payment distribution sheet, the name of the Company for (HHMMYYY)", except for payments to the budget accepted as vehicle tax payment, for which VIN is indicated in the payment purpose code;

3.1.8. in case of any errors in the payment distribution sheet (inconsistency of the electronic sheet with paper document) made by the Company, make changes to the electronic file by official letter of the Company, stating changes that need to be made;

3.1.9. send the Company a 24 hour-notice of scheduled technical work. The notice shall be sent on paper and/or by e-mail and/or by fax. In the event of emergencies, the Bank notifies the Company within an hour by e-mail and/or facsimile and/or a telephone call to the number specified in Section 12 of the Agreement, and takes the necessary measures to eliminate the damage. The Bank undertakes to promptly notify the Company of the completion of work and emergency response;

3.1.10. start accepting payments from payers for utilities and other service and making transfers within 3 (three) business days from the date specified in the Bank's written notice to the Company, which will be sent upon technical implementation.

3.2. The Company shall be obliged to:

3.2.1. [pay a fee of the Bank, established by clause 4.1 of the Agreement]³;

² For online interaction with the Company. In case of deletion of sub-clauses in square brackets, further numbering of sub-clauses should be changed.

³ For scheme of charging commission fee from the Company.

3.2.2. monitor the completeness of the Bank's transfer of payments received from payers. In case of any discrepancies in the amounts received from the payers and credited on the account of the recipients of payments, notify the Bank in writing;

3.2.3. when making a payment indicating erroneous data (details) in its purpose, perform all actions aimed at making corrections and crediting the corresponding amount of payments. In this case, these actions must be carried out at the request of the payers and upon presentation by them of a statement (receipt) on the payment made;

3.2.4. for payments using a payment card as may be necessary to make a refund to the payer with the participation of the Bank, the Company sends an official letter to the Bank indicating the payment details and if funds are sufficient on the Company's account for the refund;

3.2.5. within 3 (three) business days, notify the Bank and provide duly executed supporting documents on re-registration, change of BIN, legal address, telephone number, replacement of persons entitled to sign on instructions, and other changes that are significant for the execution of the Agreement, including at the request of the Bank;

3.2.6. stay in communication with the Bank;

3.2.7. in case of a change in the form in compliance with the requirements of sub-clause 3.2.9 of the Agreement and/or details of the payment document, notify the Bank in due course;

3.2.8. provide the Bank with information and documents necessary for the Bank to fulfill its obligations stipulated by the legislation of the Republic of Kazakhstan and internal documents of the Bank, including information on beneficial owners;

3.2.9. process information received from the Bank in accordance with sub-clause 3.1.2 of the Agreement. Based on the results of processing, send a payment distribution sheet on an electronic medium, clarifying the acceptability of the payments accepted, within the period provided for in sub-clause 3.2.10 of the Agreement;

3.2.10. send the Bank, no later than the next business day from the date of receipt of information in accordance with sub-clause 3.1.2 of the Agreement, a payment distribution sheet in electronic form (electronic file), indicating payment recipients;

3.2.11. make changes to the form of the payment document only after preliminary approval of the modified form of the payment document with the Bank;

3.2.12. [if there is a personal account of the payer in the Company's database, after receiving a request from the Bank in the Company's format, provide the Bank in real time (online) an electronic account, which is as close as possible on form to the printed sample of the Company's billing invoice]²;

3.2.13. send the Bank a 24 hour-notice of scheduled technical work. The notice shall be sent on paper and/or by e-mail and/or by fax. In the event of emergencies, the Company notifies the Bank within an hour by e-mail and/or facsimile and/or a telephone call to the number specified in Section 12 of the Agreement, and takes necessary measures to eliminate the damage. The Company shall be obliged to notify promptly the Bank of the completion of work and emergency response;

3.2.14. ensure compliance with the IPS requirements for storing payment card details and transaction details;

3.2.15. reimburse the Bank for losses incurred by the Bank in connection with the non-fulfillment/improper fulfillment by the Company of its obligations under the Agreement, the requirements of the Rules of the International Payment Systems and/or the legislation of the Republic of Kazakhstan;

3.2.16. reimburse the Bank for damage caused to the Bank as a result of the international economic sanctions applied against the Bank in connection with servicing the Company, in the manner and terms determined by the Bank;

3.2.17. comply with all the requirements of the legislation of the Republic of Kazakhstan established for the relevant type of activity of the Company;

3.2.18. at the request of the Bank, provide the Bank with the documents provided for in sub-clauses 3.2.4 and 3.2.5 of the Agreement, as well as documents confirming the fulfillment by the service provider of the obligations on provision of the Service if the payment card holder initiates a Chargeback;

3.2.19. at the request of the Bank, provide the Bank with documents confirming the fulfillment by the service provider of the obligations on provision of the service if the payment card holder initiates a Chargeback;

3.2.20. at the request of the Bank, provide information and documents necessary for proper verification and identification of the Company (its representative), identification of the beneficial owner, and provision of information of tax residency, type of activity and source of financing of transactions made, transaction documents;

3.2.21. in the manner established by the legislation of the Republic of Kazakhstan, provide documents and information stipulated by the currency and other legislation of the Republic of Kazakhstan for compliance of the acceptance payment transactions with the legislation of the Republic of Kazakhstan.

3.3. The Bank has the right to:

3.3.1. receive the commission fee specified in clause 4.1 of the Agreement, and refuse to execute the instructions of the Company if it fails to provide funds on the account sufficient for transactions, including the amount of the Bank fee;

3.3.2. in case of renaming/changing the organizational and legal form of the Company, loss or wear of the seal, give the Company 20 (twenty) business day-period to make a new seal, and during this period provide services to the Company on the basis of its written application;

3.3.3. require the Company (its representative) to provide information and documents necessary for proper verification and identification of the Company (its representative), identification of the beneficial owner, and provision of information about tax residency, type of activity and source of financing of transactions performed, transaction documents;

3.3.4. refuse to make payments and/or transfers if the Bank suspects that payments/transfers may be related to legalization (laundering) of proceeds from crime and financing of terrorism. In this case, the refund is made only to the account of the Company;

3.3.5. suspend the fulfillment of obligations under the Agreement if any reasonable assumptions exists about possible facts of fraud or other illegal activities of the Company/service provider related to the use of information systems and/or the sale of prohibited goods (services) until the dispute is clarified/resolved. Such suspension, aimed at protecting the rights and interests of the Parties, shall not be deemed a violation of the Agreement and shall not serve as a basis for the application of property sanctions and other negative consequences for the Bank. In case of suspension of the fulfillment of obligations, the Bank shall be obliged to give a notice to the Company;

3.3.6. refuse to make transactions and (or) suspend transactions for accepting and (or) transferring payments in cases stipulated by the Law of the Republic of Kazakhstan "On Banks and Banking Activities in the Republic of Kazakhstan", the Law of the Republic of Kazakhstan "On Payments and Payment Systems, the legislation of the Republic of Kazakhstan on countering the legalization (laundering) of proceeds from crime and the financing of terrorism;

3.3.7. terminate business relations with the Company by unilateral refusal to execute the Agreement in the following cases:

any suspicions in the process of studying the transactions performed by the Company that business relations are used by the Company for the purpose of legalizing (laundering) proceeds from crime or financing terrorism;

repeated refusals to make transactions on a bank account or the suspension of transactions on the bank accounts of the Company;

any sanctions against the Company and (or) its affiliates imposed in accordance with the jurisdiction of any country (for example, OFAC) or an international organization (including but not limited to the FATF and the UN);

impossibility of taking due diligence measures provided for by the legislation of the Republic of Kazakhstan and internal documents of the Bank;

other cases stipulated by the internal procedures of the Bank on combating the legalization (laundering) of proceeds from crime or the financing of terrorism;

3.3.8. demand from the Company, due to non-fulfillment or untimely fulfillment of the terms of the Agreement by it, compensation for losses (damage) caused to the Bank, including fines imposed by International Payment Systems, supervisory and regulatory authorities and for claims of payers and service providers, including, but not limited to, the amounts of disputed and canceled transfers (invalid transfers), and transfers recognized as fraudulent by the International Payment System or the acquiring bank, and the Company's failure to fulfill obligations for information security or other requirements of the legislation of the Republic of Kazakhstan;

3.3.9. demand from the Company compensation for damage caused to the Bank, including fines imposed by supervisory and regulatory authorities as a result of violation by the Company of the requirements of the legislation of the Republic of Kazakhstan;

3.3.10. demand from the Company compensation for damage caused to the Bank in the event that international economic sanctions have been imposed on the Bank in connection with the provision of services to the Company.

3.4. The Company has the right to:

3.4.1. change the form and/or details of the payment document as may be necessary in compliance with the requirements stipulated by the Agreement;

3.4.2. demand from the Bank proper performance of its obligations under the Agreement.

3.5. The Parties shall be obliged to:

3.5.1. provide the necessary software and hardware and their uninterrupted operation for the exchange of information in electronic form (each on its part);

3.5.2. ensure data storage security and restricted access to confidential information under the Agreement, and ensure that communication channels for data transmission are secure;

3.5.3. notify immediately the other Party of any, or the likelihood, of erroneous transactions of the payers if it is necessary to eliminate them jointly in the future.

3.6. The procedure for protective actions against unauthorized payments and regulation of issues related to unauthorized payments, the procedure and amount of payments to compensate for damage for an unjustified refusal to fulfill or improper execution of payers' instructions and other issues shall be regulated within the framework of the

Individual Person Accession Agreement for Receipt and Transfer of Payments in favor of Legal Entities, concluded between the Bank and the payers.

3.7. The Company hereby represents and warrants that it has all the necessary powers and legal grounds to exercise its rights and obligations, fulfill all other conditions stipulated by the Agreement, in order to accept and transfer payments in the interests of service providers, and conclude the Agreement with the Bank, in accordance with agreements concluded between the Company and service providers, and the legislation of the Republic of Kazakhstan.

4. Payment Procedure

4.1. The Bank shall charge the following commission fee for payment acceptance from payers:

☐ from the Company, ___% of the amount paid by the payer in cash and/or using a payment card]³.

☐ from the payer, of the amount of each payment at the date of the instruction on the payment transfer under tariffs of the Bank]⁴.

4.2. The Bank has the right to charge an extra fee for payment document processing from payers at the time of the transfer under tariffs of the Bank.

4.3. The commission fee shall not be charged by the Bank from tax payments (property tax, land tax, etc.) and administrative fines]³.

5. Liability of the Parties

5.1. The Parties shall be liable for non-fulfillment or improper fulfillment of their obligations under the Agreement in accordance with the current legislation of the Republic of Kazakhstan and the Agreement.

5.2. The Parties shall be solely liable for the accuracy of the information provided within the framework of the Agreement.

5.3. In case of violation by the Bank of the term established by sub-clause 3.1.7 of the Agreement, the Company has the right to demand from the Bank the payment of a penalty of 0.01% of the total amount of payments accepted from payers for the settlement day, for each day of delay. In this case, the settlement day shall be the day of receipt of payments from payers, for which the Bank has violated the money transfer period specified in sub-clause 3.1.7 of the Agreement.

5.4. If the Company reveals the fact that the Bank has made changes to the payment distribution sheet, except for cases when the changes were made on the written instructions of the Company, the Bank shall be obliged to bring immediately all the changes made in line with data provided by the Company.

5.5. In case of violation by the Company of the term set in sub-clause 3.2.10 of the Agreement, the Bank has the right to demand from the Company the payment of a penalty of 0.01% of the total amount of payments received from payers for the settlement day, for each day of delay. In this case, the settlement day shall be the day of receipt of payments from payers, for which the Company has violated the payment distribution sheet submission period set forth in sub-clause 3.2.10 of the Agreement.

5.6. The Company shall be obliged to reimburse the Bank for all direct/indirect losses caused by the Company's violation of, if any, the requirements of the legislation of the Republic of Kazakhstan and/or the IPS Rules, when such violation resulted in sanctions against the Bank by International Payment Systems and/or competent authorities.

5.7. In the event that international economic sanctions are applied to the Bank in connection with servicing the Company, the Company shall be obliged to reimburse all costs incurred by the Bank in the manner and terms determined by the Bank.

5.8. The accrual of forfeits under the Agreement and issuing a payment claim is a right, not an obligation of the Parties, and if such claims were not issued by the Parties, then no forfeits are accrued and paid neither.

[5.8. The Bank shall not be liable for the content of the electronic account provided by the Company (name of services, tariff rates, etc.).]²

5.9. The Bank shall not be liable for the relationship between the Company and the service provider, between the Company and the payer. All issues of refunding the amounts of payments made by payment card holders shall be resolved by the Company independently, including in accordance with Section 9 of the Agreement. The mutual responsibility of the Company and the service provider, the payer and the service provider shall be determined by the agreements concluded between them.

6. Personal Data

⁴ For scheme of charging commission fee from payers.

6.1. The Company hereby confirms that with regard to the personal data bearers' personal data transferred and to be transferred in the future by the Company to the Bank and (or) organizations belonging to the Halyk Group (the Bank and its subsidiaries (hereinafter referred to as the "organizations")) under the Agreement, supplementary agreements to the Agreement, as well as in other cases when, in accordance with the legislation of the Republic of Kazakhstan and (or) internal documents of the Bank and (or) organizations, it becomes necessary to collect and process personal data, the Company has previously obtained consent from the personal data bearers to collect and process personal data, cross-border transfer of their personal data, incl. according to sub-clause 1) clause 3 of Article 16 of the Law "On personal data and their protection", transfer of personal data to a third party, including the Bank and (or) organizations, processing of personal data by the Bank and (or) organizations.

6.2. If necessary, which is determined by the Bank and (or) organizations, the Company provides the Bank and (or) organizations with documentary evidence of the existence of consents collected by the Company from personal data bearers to the collection and processing of personal data, cross-border transfer of their personal data, transfer of personal data to the third party, including to the Bank and (or) organizations, processing by the Bank and (or) organizations of personal data, and if it is impossible to document the existence of consent, collect such consents, and then confirm to the Bank and (or) organizations that they are obtained.

6.3. The Company shall be responsible for the lack of consents to the collection and processing of personal data, transfer of personal data to the third party, including the Bank and (or) organizations, personal data processing by the Bank and (or) organizations. If any measures are applied to the Bank and (or) organizations for violation of the legislation of the Republic of Kazakhstan on personal data, the Company undertakes to reimburse the Bank and (or) organizations for any expenses and losses incurred by the Bank and (or) organizations, at the request of the Bank and (or) organizations.

6.4. Hereby, in accordance with the Law of the Republic of Kazakhstan No. 94-V dated 21 May 2013 "On personal data and their protection", the person signing the Agreement (hereinafter also referred to as the "Bearer") on behalf of the Customer provides the Bank with consent to the Bank's collection and processing of the personal data of the Bearer with the purpose of concluding with the Bank and execution of the Agreement, as well as in other cases when, in accordance with the legislation of the Republic of Kazakhstan and (or) internal documents of the Bank, it becomes necessary to collect and process such personal data.

The Bank shall collect and process personal data in ways that do not contradict the legislation of the Republic of Kazakhstan.

7. Force Majeure

7.1. The Parties shall not be held liable for partial or complete failure to fulfill obligations under the Agreement, if proper performance was impossible due to force majeure circumstances, that is, extraordinary and unavoidable circumstances under the given conditions, namely: fire, flood, earthquake, epidemic, military actions, civil unrest and other circumstances beyond the control of the Parties, provided that these circumstances directly affected the performance of the obligations under the Agreement.

7.2. The Parties shall not be held liable for the consequences of decisions of the legislative and executive authorities of the Republic of Kazakhstan, the National Bank of Kazakhstan and other competent authorities that make it impossible for one or both Parties to fulfill their obligations under the Agreement.

7.3. In the event of a force majeure, the suffered Party shall notify the other Party in writing (including by fax) no later than 5 (five) business days upon occurrence of force majeure. Failure to notify or untimely notification shall deprive the Party of the right to refer to any force majeure circumstance as a ground that exempts from liability for failure to fulfill obligations under the Agreement, unless such failure to notify or untimely notification is directly caused by a relevant force majeure circumstance.

7.4. The term for the fulfillment of obligations under the Agreement shall be postponed in proportion to the time during which the force majeure circumstances and its consequences were in effect.

7.5. If the impossibility of full/partial fulfillment by the Parties of obligations under the Agreement in connection with occurrence of force majeure exists for more than one calendar month, then either of the Parties has the right to refuse to fulfill the Agreement unilaterally, followed by obligatory settlement for actually rendered services within 10 (ten) business days from the date of the Agreement cancellation notice.

8. Dispute Settlement

8.1. Any disagreements and disputes arising in connection with the conclusion, execution of the Agreement shall be settled by the Parties through negotiations.

8.2. Claims sent by the Parties to each other shall be drawn up and sent in writing. The Bank considers the Company's claims in the manner and terms established by the internal documents of the Bank, as well as in accordance with the legislation of the Republic of Kazakhstan.

8.3. All disputes for which no agreement has been reached shall be subject to resolution in the courts of the Republic of Kazakhstan in the manner established by the legislation of the Republic of Kazakhstan.

8.4. The law applicable to the Agreement shall be the law of the Republic of Kazakhstan.

8.5. Mutual claims on settlements between the Company and the payers/service providers shall be considered directly by themselves, without the participation of the Bank.

9. Chargeback

9.1. If the Bank receives (or initiates, if the Bank is the Issuing Bank) Chargeback, the Bank applies in writing (on paper or in electronic form) to the Company to provide the Bank with documents confirming the fulfillment of obligations to supply goods or provide services.

9.2. The Company must submit to the Bank the documents requested in accordance with clause 9.1 of the Agreement within 5 (five) business days after the Bank has sent such request.

9.3 If the Company does not have the documents required by the Bank in accordance with clauses 9.1, 9.2 of the Agreement, or if they are not submitted within the time period specified in clause 9.2 of the Agreement, or if the Company agrees with the fact of non-fulfillment or improper fulfillment of the obligations to the payment card holder, or if the transaction is indisputably recognized by the IPS as fraudulent and the Bank has been sanctioned respectively by the IPS, the Bank, at its own expense, returns the paid order amount to be returned to the payment card holder, and subsequently withholds this amount from the Company's Account. The Company hereby agrees that Bank will withhold from the Company's Account the paid order amount returned by the Bank to the payment card holder.

9.4. If the Bank, within 1 (one) transaction day from the date the Bank refunded the amount paid for the service in accordance with clause 9.3 of the Agreement, or from the day the Bank refunded the money to the payment card holder at the request of the Company in accordance with clause 9.11 of the Agreement, is unable to withhold the amount paid for the service in the manner provided for in clauses 9.3 and 9.11. of the Agreement, the Bank is entitled to:

9.4.1. write off the amount by direct debit from any bank accounts of the Company opened with the Bank, on the basis of documents provided for by the legislation of the Republic of Kazakhstan, the Agreement and internal documents of the Bank, and/or;

9.4.2. issue other payment documents to the Company's bank accounts opened with any other banks and organizations carrying out certain types of banking operations in the Republic of Kazakhstan or abroad. The Company, represented by its authorized persons, hereby provides the Bank with its consent for the Bank to direct debiting Company's bank accounts opened with the Bank, in the cases, procedure and amounts established by the legislation of the Republic of Kazakhstan and the Agreement.

9.5. Within 1 (one) banking day after the expiration of the period specified in clause 9.4 of the Agreement, the Company makes available on the Account money sufficient to fulfill its obligations to return to the Bank the amount of the paid order or the amount returned by the Bank to the payment card holder.

9.6. The crediting of money by the Bank to service providers' accounts on transactions on the basis of payments accepted through the Company does not mean the final and indisputable recognition of the authorization of such transactions. Such transactions may be recognized as unauthorized in accordance with the legislation of the Republic of Kazakhstan, the Agreement and the IPS Rules. The Company hereby assumes all risks associated with the possible recognition of the transaction as fraudulent, and undertakes, in the event of Chargeback to the Bank (or its initiation, if the Bank is the Issuing Bank), unconditionally return the money transferred, from the payment card holder's card account as payment for the order or, returned by the Bank to the payment card holder.

9.7. The Issuing Bank initiates Chargeback if the Issuing Bank receives a written statement, from the cardholder, from whose card account the order was paid, about the Company's/service provider's improper fulfillment of the obligations to supply goods or provide services paid for under the Agreement, or about illegal debiting of money from payment card holder's card account in payment for goods or services under the Agreement.

9.8. If the Bank detects transactions, the authorization of which is suspicious to the Bank, the Bank has the right to suspend the crediting of money to the service providers' accounts for such transactions. Crediting of money is suspended for the period of the transaction authorization investigation, but not more than 180 (one hundred eighty) calendar days from the date of the transaction.

9.9. In the event that IPS recognizes transactions as unauthorized prior to the sanctions stipulated in clause 9.3 of the Agreement are imposed on the Bank by the IPS, the Bank shall have the right to withdraw (write off) the amounts of unauthorized transactions in the manner established by clause 9.4 of the Agreement for fulfillment of the Company's obligations provided for in clause 9.5 of the Agreement.

If before the expiration of the timeframe provided for by the IPS Rules for imposing sanctions on transactions such sanctions will have been imposed, the Bank reimburses the IPS for the amount of unauthorized transactions from the Company's Account in accordance with this clause of the Agreement, and exercises its other rights and obligations in accordance with the Agreement.

If after the expiration of the timeframe provided for by the IPS Rules for imposing sanctions on transactions

such sanctions will not have been imposed on the Bank, or if the IPS recognizes transactions as authorized for which the Bank has made withholding in accordance with this clause of the Agreement, the Bank shall be obliged to return the withheld funds to the Company's Account or to its other current account.

9.10. If the amount of Chargeback exceeds 1% (one) percent of the Company's total transaction amount for one month preceding the date when specified percentage has been exceeded, the Bank has the right to suspend the processing of transactions (including crediting of money to the service providers' accounts) for up to 180 (one hundred eighty) calendar days.

9.11. If the Bank receives a written instruction from the Company to return to the payment card holder's card account the money debited from its card account in payment for goods or services specified in the Company's instruction, the Bank withholds this amount from the Company's Account. The Company hereby expresses its consent for the Bank to withhold the amount returned by the Bank to the payment card holder from the Company's account on the basis of payments in favor of the service provider. In the absence of funds, the Company is obliged to ensure the repayment of the refund amount. Refund by the Company's letter is made by the Bank only under original transaction details.

10. Confidentiality

10.1. The Bank shall ensure confidentiality of information, including constituting a bank secret, obtained during the conclusion and execution of the Agreement, and shall not allow its disclosure to third parties, except for cases when the provision of information to third parties without the consent or prior consent of the Company is provided for by the legislative acts of the Republic of Kazakhstan.

10.2. The Bank may, for disclosure, transfer of information to third parties on a confidential basis, use the consent provided by the Company, its representative to disclose information constituting a bank secret, consent to the collection and processing of personal data.

10.3. The Bank shall not be liable for the consequences of the disclosure by the Company itself, its representative to third parties of information related to the Company, its representative, the Agreement, to the performance by the Parties of their obligations under the Agreement, including constituting a bank secret, when receiving services under the Agreement. All risks associated with the consequences of disclosing the specified information, shall be borne by the Company itself, its representative.

11. Validity Period

11.1. The Agreement shall be effective from the date of its signing by the Parties and shall be valid for an indefinite period.

11.2. The Agreement may be terminated by agreement of the Parties or by a court decision, on the initiative of one of the Parties, or in accordance with clause 11.3 of the Agreement.

11.3. Either Party may refuse to execute the Agreement on a unilateral and extrajudicial basis by sending the other Party a 30 (thirty) calendar day written notice prior to the expected date of withdrawal from the Agreement. The notice shall contain the date when a Party rescinds the Agreement. The Agreement shall be deemed to have terminated only upon completion of all mutual settlements between the Parties.

12. Final Provisions

21.1. Upon reorganization of the Bank and/or Company, all rights and the obligations under the Agreement shall be transferred to the successor. Сторона, подвергшаяся реорганизации, уведомляет другую Сторону о произошедшей реорганизации в течение 5 (пять) рабочих дней с даты реорганизации.

12.2. Any changes and amendments to the Agreement shall be valid only if they are made in writing, sealed and signed by the Parties or by the authorized signatories of the Parties.

12.3. When changing the details of the Parties (location, bank details and other necessary data), the changes shall be communicated to the other Party in advance, but not later than 3 (three) business days from the date of the changes. In case of late notification/failure to notify, execution according to the outdated details shall be deemed proper.

12.4. By agreement of the Parties, if at any time one or more provisions of the Agreement are or become invalid, illegal or null and void under any conditions or under any law, the validity, legality and force of the remaining provisions of the Agreement shall remain in force.

12.5. In any matter not covered by the terms of the Agreement, the Parties shall be guided by the legislation of the Republic of Kazakhstan.

12.6. This Agreement has been executed in 2 (two) duplicate originals, each Party has received one duplicate original, and all originals shall be equally valid. The Company has the right to choose the language of the transaction. The language of the transaction is _____ at the Company's choice. The Company hereby declares that the choice

of the language(-s) of the transaction under the Agreement was made by it independently and it has no objections and claims to the Bank regarding the language(-s) of the transaction under the Agreement and will not have any further.

12.7. The following annexes to the Agreement are its integral parts:

12.7.1. data file format – Annex 1;

12.7.2. web service description – Annex 2;

12.7.3. payment distribution sheet – Annex 3.

12.8. All notices, correspondence and other communications under the Agreement, with the exception of cases provided for by the Agreement shall be provided by the Parties in writing and shall be delivered against receipt/by fax/by courier to the appropriate address specified in the Agreement, or to another address (in case of change), which must be previously indicated by the recipient.

12.9. The notifications, correspondence and other communications under the Agreement shall be delivered by the Parties, subject to acknowledgement of delivery using the chosen communication channel.

13. Addresses and Bank Details of Parties

BANK

Republic of Kazakhstan,

tel.

fax

BIN

IIC

BIC

VAT Registration Certificate

Bencode

Director

Company

Republic of Kazakhstan,

tel. +7

BIN

IIC

with

VAT Registration Certificate

Series No. dd

Bencode

Director

Service Agreement No. __ dd _____ 20__
 on Acceptance and Transfer of Private Individuals' Payments via Intermediary Companies

FORMAT

PAYMENT REGISTER **based on electronic banking system (DDMMYYYY)**

bank_id	date_payment	account_id	sum_pay	reference
<u>Total</u>			<u>xxx</u>	

where:

- bank_id – unique symbol-based code of the Bank;
- date_payment – payment date;
- account_id – personal account code
- sum_pay – amount of payment;
- reference – unique bank transaction code.

The file is generated and transmitted in Excel

Service Agreement No. __ dd____20____
on Acceptance and Transfer of Private Individuals' Payments via Intermediary Companies

Web Service Description
(for Company with online interaction mode)

Payment Distribution Sheet (outlet-in acceptance payments)

D/N	Recipient's bank	Recipient's account	Recipient's BIN	Sum	Recipient	Payment purpose	KB K	IIC	KNP	Sender's BIN	Sender's full name
TOTAL											

Director

“.