

Approved
by minutes to of the meeting of the Management Board
of JSC Halyk Bank by absent voting
No. ____ dated _____ 2017

AGREEMENT NO. _____
On Opening and Maintaining the Correspondent Account

Almaty

« ____ »

JSC Halyk Bank, legal entity established under the laws of the Republic of Kazakhstan and carrying on its business under the License of Agency of the Republic of Kazakhstan on Regulation and Supervision of Financial Market and Financial Organizations No. _____ dated _____, hereinafter referred to as the **“Correspondent”**, represented by _____, acting by the virtue of _____, on the one side and _____, legal entity established under the laws of _____ and carrying on its business under the License of _____ No. _____, issued by _____, hereinafter referred to as the **“Respondent”**, represented by _____, acting by the virtue of _____, on the other side,

hereinafter referred to collectively as the **“Parties”**, and each separately as the **“Party”** or as indicated above, have concluded this Agreement on opening and maintaining the correspondent account (hereinafter the **“Agreement”**) as follows:

1. SUBJECT OF THE AGREEMENT

1.1. For the purposes of enhancement and acceleration of interbank settlements, the Correspondent shall open in the name of the Respondent a “LORO” correspondent account/correspondent accounts (hereinafter – the **“Account”**) in the [following currency] [following currencies]:¹

in KZT	No. _____ ² ,
[in USD	No. _____;]
[in EUR	No. _____;]
[in RUB	No. _____;]
[_____	No. _____, ³]

for conducting banking operations under the terms and conditions stipulated by this Agreement.

1.2. When carrying out operations, the Correspondent and the Respondent shall comply with the legislation of the Republic of Kazakhstan, including statutory regulations of the National Bank of Kazakhstan, this Agreement [and international banking practices]⁴.

2. ACCOUNT OPENING

2.1. In order to open the Account, the Respondent shall submit to the Correspondent the following documents:

- application for opening the Account;
- notarized banking sample signatures and seal card of the authorized persons of the Respondent (2 copies);
- constitutive and statutory documents:
 - for residents of the Republic of Kazakhstan – notarized copies of incorporation

¹ According to the text of the Agreement, everything indicated in square brackets is accepted or excluded from the text of the Agreement, depending on the content of the transaction, the decision of the relevant body / person of the Bank

² Insert individual identification code.

³ Insert currency and individual identification code.

⁴ This condition is valid if the Respondent is a non-resident of the Republic of Kazakhstan.

(reincorporation) certificate (or official letter on incorporation (reincorporation)), the charter, the document confirming business identification number (BIN);

- for non-residents of the Republic of Kazakhstan – documents, confirming corporate status of non-resident: original or notarized copy of extract from the commercial register or other document of similar nature containing the information on the authority which registered the Respondent, incorporation number, date and place of incorporation, notarized copies of the charter (if such non-resident has this document under the laws of its residence country), the document which confirms the address of the Respondent (if such non-resident has this document under the laws of its residence country), copy of taxpayer's registration number (if such non-resident has this document under the laws of its residence country);

- notarized copy of the license for banking operations (if such corporate has this license under the laws of the Republic of Kazakhstan or residence country of the non-resident);

- balance sheet and profit and loss statement as at the last reporting date, and recent annual report, if any;

- the questionnaire completed by the correspondent bank within the framework of anti-money laundering, combating the financing of terrorism policy, and FATCA checklist;

- notarized copies of documents proving the identity of the persons authorized to sign payment documents for transactions associated with the Account maintenance (disposal of money on the Account), according to the banking sample signatures and seal card;

- notarized copies of ID cards or incorporation (reincorporation) certificates of the founders (participants) of the Respondent (excluding documents of founders (participants) of joint-stock companies, and business partnerships, which register of members is maintained by sole registrar), and ID cards of beneficiary owners (excluding cases when beneficiary owner is a shareholder of the Respondent and identifiable by extract from the shareholder register);

- notarized copies of documents confirming the authority of person(s) to act on Client's behalf including sign the documents of the Respondent for operations connected with maintenance of the Account (disposal of funds on the Account);

- written consent for disclosure by the Correspondent to other financial institutions the information on availability and the currency of the Respondent's Account as part of measures taken for anti-money laundering and terrorism financing and realization of "Know Your Customer" policy (as per Annex hereto).

All the above documents of residents shall be presented in Russian language and on demand of the Correspondent in the official language (Kazakh), if the Correspondent requires the Kazakh version of the documents, in accordance with the legislation of the Republic of Kazakhstan. Documents provided by non-residents should be duly translated into Russian and the translation should be notarized. If required, the documents of non-residents should be legalized or apostilled in accordance with the legislation of the Republic of Kazakhstan or international treaty where the Republic of Kazakhstan is the signatory. The above documents shall not be legalized or apostilled in cases stipulated by the international treaties ratified by the Republic of Kazakhstan.

If required, upon request of the Correspondent, the Respondent shall submit to the Correspondent additional documents as stipulated by the legislation of the Republic of Kazakhstan and/or internal rules of the Correspondent.

2.2. If documents comply with the requirements of legislation of the Republic of Kazakhstan and internal rules of the Correspondent, the Correspondent shall open in its balance an Account in the name of the Respondent and send the following documents to the Respondent:

- advising letter on the Account number;
- tariffs;
- test keys by dedicated communication channel;
- main communication line: SWIFT, Internet Banking;
- backup communication line: Telex;
- the list of correspondent banks of the Correspondent;
- one copy of the Agreement signed by the authorized person of the Correspondent and sealed by the Correspondent.

3. MODE OF THE ACCOUNT

3.1. The Account shall be replenished by payments and/or money transfers and cash deposits on the Account for the benefit of the Respondent.

3.2. Payments and/or money transfers from the Account shall be made only on the basis of payment documents of the Respondent (hereinafter – the "**instructions**"), designed under applicable communication line according to clause 2.2. hereof, except cases stipulated by clause

3.6, sub-clause 4.6.4 of clause 4.6. hereof and legislation of the Republic of Kazakhstan.

3.3. Payments and/or money transfers on the Respondent's instruction shall be effected during the operating day of the Correspondent from 9:00 a.m. to 5:00 p.m. Almaty time, within actual Account balance. The Account shall not be overdrawn if funds on the Account are insufficient. The Respondent's instructions received after closing the operating day shall not be executed.

3.4. If money is transferred in foreign currency (except currencies of the CIS countries), all instructions of the Respondent shall be in English.

3.5. The Account balance shall be confirmed upon request of any of the Parties annually on the first day of next year.

3.6. The Respondent pays the fee for services provided by the Correspondent under the Agreement, in accordance with the tariffs of the Correspondent. The Fee for making payments and/or money transfers shall be charged without notice (by direct debit) by the Correspondent from the Account so far as operations are made on the Respondent's Account. Tariffs of the Correspondent for services rendered within the framework of the Agreement are placed on the following website of the Correspondent: www.halykbank.kz.

The Respondent hereby provides the Correspondent with unconditional and irrevocable consent for direct debiting by the Correspondent of all outstanding amounts including fees and penalties hereunder from the Account without notice (by direct debit the Account) in the manner and within the term stipulated by legislation of the Republic of Kazakhstan, this Agreement and (or) internal rules of the Correspondent.

3.7. In case of fee debit in a currency other than the currency of the Account, the exchange rate established by the National Bank of Kazakhstan on the date of debit shall be applied.

3.8. In order to provide protection against unauthorized payments, the Parties mutually agree to use communication lines according to clause 2.2. hereof, which allow the transfer of information and documents in the most secure way from unauthorized payments. The respondent recognizes the method of transferring information and documents acceptable and sufficient to protect its interests through communication lines according to clause 2.2. hereof as an analogue of the handwritten signature of authorized persons.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. The Parties shall perform their obligations hereunder, in accordance with the legislation of the Republic of Kazakhstan and [international banking practices]⁴.

4.2. The Parties undertake to keep secrecy of the operations of third parties, which were disclosed to the Parties during performance of the obligations hereunder, and keep the information secret relating to the subject of this Agreement, in accordance with the requirements of the legislation of the Republic of Kazakhstan and section 10 hereof.

4.3. The Parties shall exchange through the communication line by SWIFT MT messages in free format, requests to cancel payment/money transfer, requests for value date, for details of the payment/ money transfer, answers to requests for payments/money transfers.

4.4. The Parties undertake not to disclose information relating to the security of payments and / or money transfers and means of protection of used communication lines.

4.5. The Correspondent undertakes to:

4.5.1. execute instructions of the Respondent related to the Account maintenance, in accordance with the legislation of the Republic of Kazakhstan and [international banking practices]⁴;

4.5.2. carry out during the operating day of the Correspondent money transfer operations within the actual balance of money on the Account, and credit money to the Account **before** the payment systems are closed in the Republic of Kazakhstan - (Clearing Center, Kazakhstan Interbank Settlement Center);

4.5.3. give out cash to the Respondent, in the manner and to the extent established by the legislation of the Republic of Kazakhstan;

4.5.4. credit cash to the Account owned by the Respondent;

4.5.5. conduct other operations stipulated by the legislation of the Republic of Kazakhstan;

4.5.6. not to disclose information on availability and the number of the Account, and the information on the balance and cash movement on the Account, except as provided by the legislation of the Republic of Kazakhstan and this Agreement;

4.5.7. as far as operations are made on the Account, forward to the Respondent statement of cash movements and supporting documents on credit/debit of the Account by the selected communication line according to clause 2.2. (not later than the following business day of the Correspondent's Head Office);

4.5.8. notify the Respondent on termination, suspension or forfeiture/recall of the license for opening and maintaining correspondent accounts of banks and organizations, conducting certain

types of banking operations, during 5 (five) business days from the date of termination, suspension or forfeiture/recall of such license;

4.5.9. not later than the current business day, notify the Respondent of the impossibility of making payments and / or transfers and cancellation thereof, in accordance with the terms of the Agreement.

4.5.10. provide information to the Respondent about the Correspondent's services by giving an advice.

[4.5.11. not later than the tenth day of the first month of each quarter and not later than the tenth day of each month, provide the Respondent with the financial statements for the previous quarter / month, including the balance sheet, profit and loss statement, cash flow statement, statement of changes in equity, Explanatory Note, on the basis of which the Respondent analyzes the financial condition of the Correspondent in order to control and reduce credit and liquid risks.]⁵

4.6. The Correspondent may:

4.6.1. refuse to the Respondent to execute instruction in cases: failure to provide money on the Account during the term of instruction performance within the operating day of the Correspondent to be sufficient money transfer, including commission, in accordance with the tariffs of the Correspondent; incomplete details; incorrect details of the payee; non-compliance with the requirements to procedure and presentation of the instruction on money transfer and (or) other requirements established by the legislation of the Republic of Kazakhstan and or terms of the Agreement; and in cases provided for by the Law of the Republic of Kazakhstan "On anti-money laundering, combating the financing of terrorism";

4.6.2. limit debit operations on the Account in case of receipt by the Correspondent of instructions/decisions of authorized government bodies and (or) officials on suspension of debit operations on the Account, arrest of money on the Account and in other cases, stipulated by the legislation of the Republic of Kazakhstan;

4.6.3. increase tariffs for services rendered by the Correspondent hereunder with the written consent of the Respondent;

4.6.4. withdraw money from the Account in accordance with the legislation of the Republic of Kazakhstan and this Agreement without consent of the Respondent;

4.6.5. unilaterally terminate the Agreement, where: the Respondent violates requirements of international economic sanctions and/or the Correspondent becomes aware of the Respondent's intent to violate the requirements of international economic sanctions; the Correspondent has reason to believe that the Account is used in violation of the requirements of the international economic sanctions; current sanctions against the Respondent and (or) its affiliates, imposed under the jurisdiction of any country (e.g., OFAC) or international organization (including but not limited to, the FATF and UN).

4.6.6. unilaterally terminate the Agreement, where the Correspondent in the process of studying the transactions performed by the Respondent has grounds to believe that the business relations are used by the Respondent for the purpose of legalizing (laundering) criminal proceeds or financing terrorism in case of repeated refusals to conduct Account transactions by the Correspondent.

4.6.7. Subject to insufficient amount of money on the Account required to pay for the services of the Correspondent, refuse to execute the instruction/service;

4.6.8. close the Account in case of insufficient amount of money on the Account for more than 1 (one) year and in other cases stipulated by the legislation of the Republic of Kazakhstan and this Agreement.

4.7. The Respondent undertakes to:

4.7.1. use money on the Account only to make settlements that do not contradict the legislation of the Republic of Kazakhstan;

4.7.2. replenish the Account for charging commission for rendered services in accordance with tariffs for correspondent banks and replenish the Account for charging commission for account maintenance before the 25th day of each month;

4.7.3. in case of detection on the Account of erroneously accepted (credited) money, not later than following business day after receipt of the Account statement, notify the Correspondent to this end;

4.7.4. notify the Correspondent on termination, suspension or forfeiture of the license for banking operations during 5 (five) business days from the date of termination, suspension or forfeiture of such license;

4.7.5. not later than the tenth of the first month of each quarter and not later than the tenth of

⁵ This condition is valid if the Respondent is a resident of the Republic of Kazakhstan.

each month, submit to the Correspondent the financial statements for the previous quarter/month, including balance sheet, profit and loss statement, cash flow statement, and if necessary, other forms of financial statements;

4.7.6. not make operations prohibited by international economic sanctions;

4.7.7. not to act on behalf and for the benefit of customers under international economic sanctions (SDN- list, Non-SDN list and etc.);

4.7.8. immediately notify the Correspondent in case of sanctions against the Respondent and (or) its affiliates, imposed under the jurisdiction of any country (e.g. OFAC) or international organization (including, but not limited to, the FATF and the UN).

4.7.9. In case of changing the documents listed in clause 2.1 of the Agreement, provide the Correspondent with the current documents, including a document certifying the address of the legal entity.

4.8. The Respondent may:

4.8.1. independently and freely dispose the funds on the Account within the balance thereon, and make operations thereon, not contradicting the legislation of the Republic of Kazakhstan and relevant terms of this Agreement;

4.8.2. upon application, close the Account if Respondent does not have any unfulfilled requirements on the Account, and in cases established by the legislation of the Republic of Kazakhstan. When the Account is closed, the balance shall be transferred under bank details provided by the Respondent, not later than the following business day after receipt of the Respondent's instruction;

4.9. The Parties may have other rights and obligations stipulated by the legislation of the Republic of Kazakhstan and this Agreement.

5. THE TERM FOR PERFORMING OBLIGATIONS

5.1. The Correspondent undertakes to make payments and/or money transfers from the Account on the Respondent's instructions on the value date during the operating day of the Correspondent. The instructions are received within the Correspondent's operating day.

5.2. The Correspondent shall be entitled, upon receipt of written notice before 04:30 pm Almaty time, to execute urgent instructions of the Respondent after operating time from 5:00 p.m. to 5:30 p.m. Almaty time, charging commission as per the tariffs.

5.3. The Respondent's instructions shall be accepted for execution in the Correspondent's business days.

6. RESPONSIBILITIES OF THE PARTIES

6.1. If the Correspondent breaches due date of transfers stipulated by clauses 5.1 and 5.2 hereof, except cases stipulated by clauses 4.6.1 and 4.6.2 herein, the Correspondent shall pay to the Respondent the forfeit based on double official refinance rate of the National Bank of Kazakhstan (for payments in Kazakhstan tenge and currencies of the CIS countries) and double LIBOR rate for payments in other currencies for each business day of delay from the outstanding amount until actual payment which shall be confirmed by documents (Account statement). The refinance rate shall be based on annual rate. Herewith, the amount of paid forfeit shall not exceed the overdue amount.

6.2. The Correspondent is liable for unreasonable refusal to execute the Respondent's instruction or improper execution of the instruction in the amount of 500 (five hundred) tenge for each individual unreasonable refusal to execute the instruction or improper execution of the instruction.

6.3. The Respondent shall pay the forfeit of 0.1% of the amount accepted (credited) by error for each calendar day of delay in giving notice stipulated by sub-clause 4.7.3. clause 4.7 hereof.

6.4. The Correspondent shall bear no responsibility for consequences arising due to the execution by the Correspondent sub-clause 4.6.4 and due to the breach of clause 4.6 hereof by the Respondent.

6.5. The Correspondent shall bear no responsibility for failure to execute instructions of the Respondent in the cases provided for by sub-clause 4.6.1. clause 4.6. hereof, and in cases stipulated by the legislation of the Republic of Kazakhstan and this Agreement.

6.6. When effecting payments and/or money transfers, the Correspondent shall bear no responsibility for correctness of information provided by the Respondent in the instruction, and in other cases occurred through no Correspondent's fault.

6.7. If the Party fails to promptly notify the other Party about termination, suspension or

forfeiture/recall of the license for conducting banking operations according to sub-clause 4.5.8 clause 4.5. and sub-clause 4.7.4 clause 4.7. hereof, the Party failing to notify the other Party on such termination of the license shall pay the forfeit from the amount held on the Account at that moment, based on double official refinance rate of the National Bank of Kazakhstan for each day of delay.

7. FORCE MAJEURE

7.1. If it is impossible for either Party to perform its obligations hereunder due to occurrence of force majeure, including natural disasters, fire, civil riots, military actions and other circumstances, which are out of control of the Parties, the Party affected by the force majeure shall be obliged to give notice to the other Party on the commencement and ending of the abovementioned circumstances, but in any event not later than 3 (three) business days after their occurrence or ending.

7.2. The Parties shall bear no responsibility for the consequences of decisions of the legislative and/or executive authorities, National Bank of Kazakhstan, which make it impossible for the Parties to perform their obligations hereunder.

7.3. Upon occurrence of force majeure, which makes impossible performance of obligations hereunder, the term for their performance shall be extended for the time such circumstances are in force.

7.4. Upon termination of force majeure the Parties shall make every possible effort for elimination and reduction of losses arising due to such circumstances.

7.5. The Party affected by the force majeure shall be obliged to confirm existence and duration of the force majeure by submitting a document issued or certified by a competent authority.

8. TERM OF THE AGREEMENT AND TERMINATION

8.1. The Agreement shall come into force from the date of its signing by the Parties and shall remain in force without limit of time.

8.2. Either Party has a right to refuse from execution of this Agreement with the concurrent closure of the Account with the mandatory written notification to the other Party not later than 5 (five) business days prior to the date of the proposed termination. The Agreement shall be deemed to be terminated after full mutual settlements by the Parties.

8.3. The Account shall be closed after decision of the Correspondent's authorized body and all mutual settlements by the Parties within 5 (five) business days from the date of receipt of notice on termination of the Agreement. When closing the Account, the balance on the Account shall be transferred after all mutual settlements between the Parties under bank details provided in the instruction by the Respondent. The documents presented for opening of the Account shall not be returned to the Respondent.

8.4. The Account shall be closed in case of termination of the Agreement, termination of the Correspondent's license for opening and maintaining correspondent accounts, termination of the Respondent's license for banking operations, and in other cases stipulated by the legislation of the Republic of Kazakhstan and this Agreement.

9. SETTLEMENT OF DISPUTES

9.1. All disputes arising out of, or in connection with, this Agreement, shall be settled by way of negotiations. Should the disputes not be settled by way of negotiations, all disputes and disagreements between the Parties shall be submitted to the courts in the Republic of Kazakhstan in accordance with the procedure established by the legislation of the Republic of Kazakhstan.

9.2. If the Correspondent is the beneficiary bank and made unauthorized payment in the absence of violations by the Respondent, the Correspondent refunds money paid by unauthorized payment and (or) money transfer not later than the next business day from the date of detection of this fact at the expense of money available in the beneficiary's bank account in accordance with procedure established by the legislation of the Republic of Kazakhstan.

In cases of insufficient or lack of money in the beneficiary's bank account, the Correspondent refunds money paid by unauthorized payment and (or) money transfer at its own expense in time and manner established by the legislation of the Republic of Kazakhstan, if the unauthorized payment and (or) money transfer has occurred through the Correspondent's fault.

9.3. This Agreement shall be governed by the applicable law of the Republic of Kazakhstan.

10. CONFIDENTIALITY

10.1. Any information or data received by the Correspondent from the Respondent is considered as confidential and cannot be disclosed to third parties other than to perform obligations hereunder.

10.2. Each Party hereof is obliged not to disclose to third parties conditions herein and to keep strict confidentiality of financial, banking, commercial and other information (hereinafter - the "**Confidential information**") received from other Party within negotiations, conclusion and execution of this Agreement

10.3. The Parties maintain the security of the Confidential information by non-disclosure of the Confidential information of other Party, in case this information became or will be available to employee or official as the result of performing official duties. The Parties inform their employees and officials that for disclosure of the Confidential information of the other Party such employee or official shall be liable in accordance with the legislation of the Republic of Kazakhstan.

10.4. Transfer of the Confidential information to third parties, announcement or disclosure are possible subject to prior written consent of other Party and if required by bodies or officials directly authorized by the legislation of the Republic of Kazakhstan to receive such information.

10.5. If the Party intends to disclose the Confidential information to third parties, this Party must notify about this intention other Party being the owner of the Confidential information and get its prior written consent for such disclosure; in case of receipt of such written consent for disclosure of the Confidential information from owner of such information, to receive from third party its prior written obligation on compliance with the requirement of non-disclosure of the Confidential information presented to such party.

10.6. Information constituting banking secrecy and personal data of Subject's personal data transferred to the Respondent by the Correspondent under the Agreement can be disclosed (transferred) exclusively to the Correspondent's affiliates and in a manner prescribed by and subject to applicable legislative acts of the Republic of Kazakhstan.

10.7. The Parties shall consider information relating to officials and beneficial owners of the Parties, including personal data and other information provided by the Parties under the Agreement within the "Know Your Customer" procedures as a confidential information, and undertake to take measures to protect it, including from unauthorized access, and also use it for the sole purpose of collecting and processing such information within the "Know Your Customer" procedures. Meanwhile, the transfer and disclosure of information provided in this paragraph can be carried out by the Parties solely in pursuance of the applicable legislation at the request of government agencies and officials of the Republic of Kazakhstan and other jurisdiction directly authorized to receive such information where provided by applicable law on a confidential basis.

[11. PERSONAL DATA COLLECTION AND PROCESSING

11.1. Hereby, in accordance with the Law of the Republic of Kazakhstan No. 94-V of 21 May 2013 "On Personal Data and their Protection" (hereinafter referred to as the "**Law**"), the person signing the Agreement (hereinafter also referred to as the "**Subject**") on behalf of the Respondent grants the Correspondent consent to the collection and processing by the Correspondent of the Subject's personal data for the purpose of execution with the Correspondent of the Agreement and performance thereof, as well as where, in accordance with the legislation of the Republic of Kazakhstan and (or) internal documents of the Correspondent, there is a need to collect, process such personal data.

Collection and processing of the Subject's personal data is carried out by the Correspondent in ways that do not contradict the legislation of the Republic of Kazakhstan.

11.2. The Respondent hereby certifies that with respect to the personal data of the personal data subjects transferred and to be transferred in future by the Respondent to the Correspondent hereunder, additional agreements to the Agreement, as well as where, in accordance with the legislation of the Republic of Kazakhstan and / or internal documents of the Correspondent, there is a need to collect and process such personal data, the Respondent has previously obtained from the personal data subjects their consent to the collection and processing of personal data, the transfer of personal data to a third party, including the Correspondent, processing of personal data by the Correspondent.

11.3. If necessary, as determined by the Correspondent, the Respondent shall provide the Correspondent with documentary evidence of the consents of the personal data subjects to the collection and processing of personal data, the transfer of personal data to a third party, including the Correspondent, processing of personal data by the Correspondent, and in failure to present the consents, will collect such consents, and then confirm the receipt thereof to the Correspondent.

11.4. Responsibility for the lack of consent to the collection and processing of personal data, the transfer of personal data to a third party, including to the Correspondent, processing of personal data by the Correspondent is incurred by the Respondent. If the Correspondent is applied any measures for violation of the legislation of the Republic of Kazakhstan on personal data, the Respondent undertakes to reimburse the Correspondent, at the request of the Correspondent, any costs and losses incurred by the Correspondent.

11.5. The Correspondent has the right to carry out the cross-border transfer of the Respondent's personal data, including as per sub-clause 1) clause 3 of Article 16 of the Law.

Also hereby, the Respondent assures that the Respondent has previously obtained from the personal data subjects the consents for the Correspondent's carrying out the cross-border transfer of their personal data, including as per sub-clause 1) clause 3 of Article 16 of the Law; at the request of the Correspondent, the Respondent will provide the Correspondent with documentary evidence of the availability thereof; the Respondent is responsible for the lack of such consents and, if the Correspondent is applied any measures for violation of the legislation of the Republic of Kazakhstan on personal data and their protection, the Respondent will reimburse the Correspondent, at the request of the Correspondent, any costs and losses incurred by the Correspondent.]⁶

12. FINAL PROVISIONS

12.1. This Agreement shall replace all the previous written and verbal agreements relating to this Agreement and constitutes the entire agreement between the Parties in relation to its terms and conditions.

12.2. The Documents are executed in Russian and if stipulated by this Agreement in English.

12.3. Communication shall be made by mail, fax or e-mail at the expense of the dispatching Party.

12.4. All annexes, amendments hereto shall constitute an integral part hereof and shall have legal force only if they are in written form and duly signed and sealed by the Parties.

12.5. To the extent not covered by this Agreement, the Parties shall follow the legislation of the Republic of Kazakhstan.

[12.6. This Agreement is executed in 2 (two) original counterparts in Russian language of equal legal force for both of the Parties.]⁷

[12.6. This Agreement is executed in 2 (two) original counterparts in Russian language of equal legal force for both of the Parties.]⁸

13. LOCATIONS, BANK DETAILS AND SIGNATURES OF THE PARTIES:

The Correspondent:

JSC HALYK BANK

BIN⁹

The Respondent:

BIN¹⁰

SIGNATURES OF THE PARTIES:

For the Correspondent:

For the Respondent:

⁶ This condition is valid if the Respondent is a resident of the Republic of Kazakhstan.

⁷ This condition is valid if the Respondent is a non-resident of the Republic of Kazakhstan

⁸ This condition is valid if the Respondent is a resident of the Republic of Kazakhstan

⁹ According to the regulatory legal act of the National Bank of Kazakhstan, the correspondent account agreement must contain the Correspondent's business identification number

¹⁰ According to the regulatory legal act of the National Bank of Kazakhstan, the correspondent account agreement must contain the Correspondent's business identification number

_____/_____
seal

_____/_____
seal

Annex
to Agreement No. _____
dated “ ____ ” _____ 20 ____
on Opening and Maintaining
the Correspondent Account

Reference number and date

JSC Halyk Bank
Republic of Kazakhstan
A26M3K5, Almaty

Compliance Division

With regard to the fact that (bank name) has established and maintains correspondent relations with JSC Halyk Bank, we express our consent to disclosure of the availability and currency of our correspondent account to other correspondent banks and counterparties of JSC Halyk Bank as part of the procedure for counteracting the legalization (laundering) of criminal proceeds and financing of terrorism and the "Know Your Customer" procedure.

Signature/Seal