

Application Form for Secured Letter of Credit

REQUES-OFFER FOR LETTER OF CREDIT AGREEMENT

50: Applicant:
Name of legal entity/full name (patronymic, if any) of sole proprietor _____

tel. ____ - ____ - ____	fax. ____ - ____ - ____
date “ ____ ” ____ 20 ____	

We hereby ask you to open irrevocable documentary letter of credit

☐ Confirmed	☐ Transferrable
☐ Standby	

57A: Advising bank (name, SWIFT-адрес):

53A: Confirming bank (name, SWIFT-address):

43P: Partial shipments:

☐ admissible	☐ inadmissible
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43T: Overload in transit:

☐ admissible	☐ inadmissible
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40E: Letter of credit is governed by Uniform Customs and Practice for Documentary Credits (Publication of International Chamber of Commerce No.600 dated 2007)

44A/E: Shipment / dispatch / taking in charge from / to: _____

44B/F: For transportation to: _____

44C: Last date of shipment or period of shipment _____

45A: Description of good/services and terms of shipment
(including: contract number, number of good, price per unit, for an overall amount) _____

46A: List of documents

Commercial invoice ☐ original ☐ copy	Insurance policy or certificate for 110% of the good value ☐ original ☐ copy	Waybills ♦ Air waybill ☐ ♦ Rail waybill ☐ ♦ Road waybill (CMR) ☐ ♦ Combined transport bill of lading ☐ indicating as the consignee: _____ ☐ original ☐ copy
Packaging list ☐ original ☐ copy	Certificate (certification) of weight ☐ original ☐ copy	certificate of origin ☐ original ☐ copy

Other documents: _____

47A: Special instructions:

48: The documents must be submitted within ____ days after issue of shipping documents but within the validity of the letter of credit.

71B: Payment terms of fees and expenses under the letter of credit:

59: Beneficiary:

(name and address – to be filled in on the beneficiary's language)

Account No _____

31D: Expiration date and place of the letter of credit:
“ ____ ” ____ 20 ____

32B: Amount and currency of the letter of credit:

(in figures and words)

41A: Letter of credit is performed by:

(name of nominated bank)

through
 => ☐ payment “upon presentation”
 => ☐ payment by installments of ____ days “after presentation” ____
 => ☐ acceptance
 => ☐ negotiation against documents listed below and drafts of beneficiary with maturity “ ____ ” ____ 20 ____ issued on

We hereby confirm that we are properly informed and undertake the following risks associated with the transfer of the security to the beneficiary bank (including, but not limited to): failure to make payment in favor of the beneficiary, payment against documents with discrepancies, failed return of the amount of security, in the case of failure to submit documents.

Authorized signatures Stamp

To be filled in by the Applicant/ [Legal entity/individual who provides the security and who is not Applicant]¹

1. We hereby undertake to pay all bank fees under the letter of credit, in accordance with tariffs of JSC Halyk Bank, which have been read and agreed by us, and we provide the right to JSC Halyk Bank to debit from our account without acceptance all amounts of commission expenses, including per beneficiary, in case of nonpayment by the last of outstanding commissions, in accordance with the Uniform Customs and Practice for Documentary Credits No.600 dated 2007 as well as any amount of foreign banks' fees, and we are obliged to pay taxes and levies to be paid in the territory of the Republic of Kazakhstan connected with the payment of fee and commission income to non-resident bank.

We ask you to write off [security] the fees and costs under the letter of credit from our bank account No. _____, opened in _____, currency account No. _____, opened in _____.
BIN _____

[If you have another account for coverage: We ask you to write off the coverage under the guarantee from our bank account No. _____, opened in _____.]

2. We hereby accept all risks associated with letter of credit, and declare the absence of any claims and requirements to JSC Halyk Bank.

Authorized signatures
Stamp

Signatures of authorized persons of another legal entity/individual, which is not the Applicant, from the account of which will be written off the coverage and the costs under the Guarantee stamp]¹

*** Consent for personal data for the Applicant's representative - legal entity**

Hereby, in accordance with the Law of the Republic of Kazakhstan dated No.94-V dated 21 May 2013 "On personal data and their protection" (hereinafter - the "Law"), I, _____ (hereinafter – the "Entity") (full name (patronymic - if available), title, name, number and date of ID document or IIN), being the person signing this Application on behalf of the Applicant:

1. provide the Bank with consent for collection and processing of Bearer's personal data by the Bank so that the Bank could provide banking services, including due to provision by the Applicant of securing methods to ensure the fulfillment of obligations to the Bank, disclosure of information, as part of relations with the Bank, on the ultimate owners of shares (interests) of legal entities, the shareholder (participant) of which is the Bearer, representation in relations with the Bank of interests of legal entities and (or) individuals as well as in other cases where, in accordance with the legislation of the Republic of Kazakhstan and (or) internal documents of the Bank there is a necessity of collecting, processing of Bearer's personal data, including, but not limited to, related to: notifications and sending of requirements; informing, including on the Bank services; requesting and receiving data and information; debt collection independently and with the assistance of third parties; assignment of right of demand, the debt transfer; application for non-judicial and judicial protection of the rights and interests of the Bank, execution of court and other acts; the provision of personal data to state bodies and other persons (including purchasing rights of claim or providing services to recover the debt).

Collection and processing of Bearer's personal data is carried out by the Bank of ways that do not contradict the legislation of the Republic of Kazakhstan, including, but not limited, by the cross-border transfer of Bearer's personal data, including according to Article 16-3-1 of the Law;

[2. I certify that:

– in relation to personal data of affiliated individuals of the Applicant and partners - individuals of the Applicant, the final owners of Applicant who are natural persons (hereinafter - the "Personal Data Bearers") transferred and subject to transfer in the future by the Applicant to the Bank, as well as collected by the Bank independently to provide bank services by the Bank, as well as in other cases when in accordance with the legislation of Kazakhstan and (or) internal documents of the Bank there is a need for collecting, processing by the Bank of such personal data, the Applicant has previously received the consent of the personal data bearers for the collection and processing of personal data, transfer of personal data to third party, including the Bank, the processing of personal data by the Bank;

– in the case of need determined by the Bank, the Applicant will present documentary evidence to the Bank on the availability with the Applicant of collected personal data bearers' consent for collection and processing of personal data, the transfer of personal data to third party, including the Bank, the processing of personal data by the Bank. If the Applicant fails to present documentary evidence on the presence of such consents, within the period specified by the Bank, the Applicant must obtain the required consents and present the documentary confirmation of their receipt to the Bank;

¹ проставляется в случае, если покрытие и расходы по аккредитиву списываются со счета юридического/физического лица иного, чем Аппликант

– Applicant is responsible for the lack of personal data bearer's consents for collection and processing of personal data, the transfer of personal data to third party, including the Bank, the processing of personal data by the Bank. In case of imposition on the Bank of any actions for infringement of the legislation of the Republic of Kazakhstan on personal data, the Applicant undertakes to indemnify the Bank at the request of the Bank for any costs and losses incurred by the Bank.]²

Date _____ signature of the Entity _____

*** Consent for personal data for the Applicant – sole proprietor.**

We hereby, in accordance with the Law of the Republic of Kazakhstan dated No.94-V dated 21 May 2013 "On personal data and their protection" (hereinafter - the "Law"), I, _____ (hereinafter – the "Entity") (*full name (patronymic - if available), title, name, number and date of ID document or IIN*):

1. provide the Bank with consent for collection and processing of Applicant's personal data by the Bank so that the Bank could provide banking services, including due to provision by the Applicant of securing methods to ensure the fulfillment of obligations to the Bank, disclosure of information, as part of relations with the Bank, on the ultimate owners of shares (interests) of legal entities, the shareholder (participant) of which is the Applicant, representation in relations with the Bank of interests of legal entities and (or) individuals as well as in other cases where, in accordance with the legislation of the Republic of Kazakhstan and (or) internal documents of the Bank there is a necessity of collecting, processing of Applicant's personal data, including, but not limited to, related to: notifications and sending of requirements; informing, including on the Bank services; requesting and receiving data and information; debt collection independently and with the assistance of third parties; assignment of right of demand, the debt transfer; application for non-judicial and judicial protection of the rights and interests of the Bank, execution of court and other acts; the provision of personal data to state bodies and other persons (including purchasing rights of claim or providing services to recover the debt).

Collection and processing of Applicant's personal data is carried out by the Bank of ways that do not contradict the legislation of the Republic of Kazakhstan, including, but not limited, by the cross-border transfer of Applicant's personal data, including according to Article 16-3-1 of the Law;

[2. I certify that:

– in relation to personal data of affiliated individuals of the Applicant and partners - individuals of the Applicant, the final owners of Applicant who are natural persons (hereinafter - the "Personal Data Bearers") transferred and subject to transfer in the future by the Applicant to the Bank, as well as collected by the Bank independently to provide bank services by the Bank, as well as in other cases when in accordance with the legislation of Kazakhstan and (or) internal documents of the Bank there is a need for collecting, processing by the Bank of such personal data, the Applicant has previously received the consent of the personal data bearers for the collection and processing of personal data, transfer of personal data to third party, including the Bank, the processing of personal data by the Bank;

– in the case of need determined by the Bank, the Applicant will present documentary evidence to the Bank on the availability with the Applicant of collected personal data bearers' consent for collection and processing of personal data, the transfer of personal data to third party, including the Bank, the processing of personal data by the Bank. If the Applicant fails to present documentary evidence on the presence of such consents, within the period specified by the Bank, the Applicant must obtain the required consents and present the documentary confirmation of their receipt to the Bank;

– Applicant is responsible for the lack of personal data bearer's consents for collection and processing of personal data, the transfer of personal data to third party, including the Bank, the processing of personal data by the Bank. In case of imposition on the Bank of any actions for infringement of the legislation of the Republic of Kazakhstan on personal data, the Applicant undertakes to indemnify the Bank at the request of the Bank for any costs and losses incurred by the Bank.]³

Date _____ signature of the Applicant _____

*** Use one of two forms, depending on the business pattern of the Applicant (legal entity or sole proprietor)**

MARKED BY CURRENCY CONTROL AS EXECUTED

Contract account number _____ for the above contract is executed in full compliance with the Rules of export and import currency control in the Republic of Kazakhstan and receipt of account numbers under the export and import contracts by residents No.42 dated 24 February 2012

I confirm: _____
(name, surname and number stamp of OPERU employee)

² If the Applicant refuses to present representations mentioned in curly braces, the item 2 may:

- be excluded, if all of the Personal Data Bearers stated in this text, presents Consents for Personal Data in the form of separate document;
- change to the extent of exclusion of certain Personal Data Bearers, if such Personal Data Bearers present Consents for Personal Data in the form of separate document.

³ If the Applicant refuses to present representations mentioned in curly braces, the item 2 may:

- be excluded, if all of the Personal Data Bearers stated in this text, presents Consents for Personal Data in the form of separate document;
- change to the extent of exclusion of certain Personal Data Bearers, if such Personal Data Bearers present Consents for Personal Data in the form of separate document.