Approved
by the order №01-017093/239 dated 09.04.2026

BANK ESCROW DEPOSIT AGREEMENT
"Escrow Deposit for Accumulation of Money for Major Renovation of Communal Property of a Condominium Facility"

This Bank Escrow Deposit Agreement "Escrow Deposit for Accumulation of Money for Major Renovation of Communal Property of a Condominium Facility" (hereinafter – the Agreement) sets forth the general terms and conditions for opening, closing, and maintaining the savings account of the association of property owners of a multi-apartment residential building (hereinafter – the Depositor) with ForteBank JSC (hereinafter – the Bank), including the conduct of transactions on such account.

This Agreement is a contract of accession and shall be deemed concluded from the date the Bank, in the prescribed manner, accepts the Accession Application (hereinafter – the Accession Application), which forms an integral part of the Agreement, entered into in accordance with the provisions of Article 389 of the Civil Code of the Republic of Kazakhstan and upon deposit of the bank deposit amount into the savings account opened with the Bank.

By signing the Accession Application, the Depositor confirms that they have read, understood, and accepted the terms and conditions of the Agreement in full, without any comments or objections, and undertakes to comply with them in a timely and complete manner. The Agreement is made available for public viewing in the customer service areas of the Bank's branches and on the official website of the Bank at: www.forte.kz.

1. Subject Matter and Terms of the Agreement

1.1. In accordance with this Agreement, the Depositor deposits funds in the amount specified in the Accession Application (hereinafter – the Deposit) for the purpose of accumulating money for the major renovation of the communal property of the condominium facility (hereinafter – the APO), and the Bank opens a savings bank account (hereinafter – the Account) for the Depositor on the basis of the Accession Application signed by the Depositor, upon the Depositor providing the necessary documents to the Bank.

The Depositor deposits funds into the Account, and the Bank accepts the Deposit, pays interest on the Deposit, returns the Deposit or part thereof upon the decision of the general meeting of owners of apartments and non-residential premises of the multi-apartment residential building (hereinafter – the meeting), and provides payment services corresponding to the subject matter of the Agreement, in the manner prescribed by the legislation of the Republic of Kazakhstan, the Bank's by-laws, and in accordance with this Agreement.

1.2. The maximum period for provision of payment services by the Bank during the term of this Agreement shall correspond to the period established by the legislation of the Republic of Kazakhstan.

1.3. Conclusion of the Agreement with a Depositor who is a person tied to the Bank with special relations shall be carried out in accordance with the Law of the Republic of Kazakhstan "On Banks and Banking Activities in the Republic of Kazakhstan"

2. Rights and Obligations of the Parties

2.1. The Bank shall:

2.1.1. Upon submission by the Depositor of the documents required in accordance with the legislation of the Republic of Kazakhstan and the Bank's by-laws, open an Account for the Depositor within 1 (one) business day following the day of submission of the complete set of documents; after opening the Account, the Bank shall provide the Depositor with a certificate of Account opening indicating the individual identification code.

2.1.2. Accept the Deposit amount received from the Depositor or in favor of the Depositor by direct credit, by crediting the funds to the Depositor's savings account.

2.1.3. Ensure and perform the return of the Deposit or part thereof upon the first demand of the Depositor, upon occurrence of the circumstance and submission of the document specified in clause 1.1. of this Agreement, by direct credit of funds to the Depositor's bank account or to other details specified by the Depositor;

2.1.4. Accrue and pay interest on the Deposit, and return the Deposit amount and the accrued interest thereon after the Condition occurs, to the Current account no later than in 5 (five) calendar days.

2.1.5. Ensure safety, availability, and accounting of the Deposit and the interest accrued thereon.

2.1.6. Provide, upon request of the Depositor or a person authorized by the Depositor, information about the Deposit and (or) the accrued interest, information on the payment service, in the form of statements on the savings account by delivering them in person to the authorized representatives of the Depositor or in another form requested by the Depositor.

2.1.7. Ensure the confidentiality of the Deposit and to provide the third parties with information about the existence, owner, and number of the savings account, as well as about the balances and cash flow on the savings account, in the manner, according to the terms, and on the grounds established by the legislation of the Republic of Kazakhstan and (or) this Agreement.
2.1.8. For late return of the Deposit amount or payment of interest, pay the Depositor a penalty, but not damages, in the amount of 0.01 (zero point zero one) % of the outstanding amount for each business day of the delay, excluding the day of return of the Deposit amount and (or) payment of interest, but in any case no more than 5 (five)% of the outstanding amount.
2.1.9. Execute payment documents, decisions and (or) orders to suspend debit transactions on the Account, acts of distraint, as well as acts of temporary restriction on the disposal of property, submitted by state authorities and (or) officials of state authorities/private enforcement officers of the Republic of Kazakhstan in the manner and within the time limits established by the legislation of the Republic of Kazakhstan.
2.1.10. Notify the Depositor by any means approved by the Parties (at the discretion of the Bank) of the refusal to execute a payment document. The date of refusal to execute a payment document shall be deemed the date of such notification.
2.1.11. On the basis of the relevant documents submitted in the prescribed manner regarding cancellation of acts of temporary restriction on the disposal of property, decisions and (or) orders of authorized state authorities and (or) officials on suspension of debit transactions on the savings account, as well as acts of distraint of the Depositor's funds, and also in cases provided for by the legislation of the Republic of Kazakhstan, resume debit transactions on the Account and refrain from restricting the Depositor's right to dispose of funds, the disposal of which was previously restricted.
2.1.12. Close the Depositor's Account in the manner provided for by the Agreement.

2.2. The Bank shall be entitled to:
2.2.1. Use the Deposit at its own discretion, in accordance with the legislation of the Republic of Kazakhstan;
2.2.2. On the basis of the prior consent of the Depositor to debiting of funds from their savings account(s) provided by signing this Agreement, withdraw funds from the Depositor's savings account(s), as well as from any other bank accounts of the Depositor opened with the Bank, by any means not prohibited by the legislation of the Republic of Kazakhstan, in the following cases:
1) discovery of the fact of unauthorized payment made by transfer of funds;
2) transfer of funds on the grounds of a forged payment document;
3) execution of an erroneous instruction;
4) existence of indebtedness of the Depositor to the Bank under the Agreement and/or any other monetary obligations, including obligations to pay the Bank's fees for provision of certain banking services, including by transferring funds from the Depositor's savings account to the Depositor's current account for their subsequent withdrawal for the purpose of repaying any indebtedness of the Depositor to the Bank;
5) if the Bank makes any errors resulting in crediting of funds to the savings account without proper grounds for such crediting;
6) in other cases, in the manner and on the grounds established by the legislation of the Republic of Kazakhstan.
2.2.3. refuse to accept additional deposits until the authorized body of the Bank has made a decision on the possibility of making additional deposit(s) to the Deposit, if such a decision is required in accordance with subparagraph 16) of paragraph 2 of Article 53 of the Law of the Republic of Kazakhstan "On Joint Stock Companies".
2.2.4. suspend and (or) refuse to conduct a transaction in the event of:
1) one party/participant to the transaction/deal or the obligation under the deal is:
a) an organization or person included in the lists of organizations and persons compiled by an authorized state body in accordance with the Law of the Republic of Kazakhstan "On Counteracting Legalization (Laundering) of Proceeds from Crime, Financing of Terrorism and Financing of Proliferation of Weapons of Mass Destruction" (hereinafter – the Lists);
b) a legal entity directly or indirectly owned or controlled by an organization or person included in the Lists;
c) a private individual or legal person acting on behalf of or at the direction of an organization or person included in the Lists;
d) a person registered/located in a country with significant risks of money laundering and financing of terrorism, as determined by an international organization or foreign state, or if such a person participates in the execution of this transaction/deal;

2) over the course of reviewing the transactions carried out by the Depositor, there are any suspicions that the transactions are being conducted for the purpose of legalization (laundering) of proceeds from crime, financing of terrorism, and financing of proliferation of weapons of mass destruction;
3) as established by legislation, including the Law of the Republic of Kazakhstan "On Counteracting Legalization (Laundering) of Proceeds from Crime and Financing of Terrorism" or by international treaties ratified by the Republic of Kazakhstan;
4) suspicion of fraudulent actions and/other unlawful incidents during performance of transactions on the Account;
5) detection of the fact that the Depositor and/or the beneficiary is listed in the databases of the data exchange center for data on payment transactions with signs of fraud, in accordance with the legislation of the Republic of Kazakhstan.
2.2.5. unilaterally repudiate and terminate the Agreement, in the manner and in cases provided for by the legislation of the Republic of Kazakhstan, as well as:
1) in the event of liquidation or reorganization of the Depositor, upon submission of documents confirming the fact of liquidation/restructuring;
2) if the Bank reasonably believes that transactions are being conducted for the purpose of legalization (laundering) of proceeds from crime and/or one party (parties) to the transactions is an organization or person included in the Lists;
3) the Depositor's refusal to provide the necessary documents and information, as well as consent to collection, processing, and transfer of the Depositor's data/personal data to the United States Internal Revenue Service, in accordance with FATCA requirements, including through authorized state bodies of the Republic of Kazakhstan, except for the cases where such closure is not permitted in accordance with the requirements of the legislation of the Republic of Kazakhstan.
4) if the Bank believes that the requirements of this Agreement, the legislation of the Republic of Kazakhstan and foreign states affecting the Bank's activities, the Bank's internal procedures and publicly available terms, and those of the correspondent bank, may be or are being violated, as well as in case of any sanctions under the jurisdiction of any country or international organization, the effect of which extends to the Bank and the Depositor (including, but not limited to, those related to the type of transaction, the country of registration and (or) location of the Depositor and its officers, shareholders/participants, beneficiary owners, subsidiaries and affiliates, as well as payments made to or from such countries/persons);
5) if there are any circumstances indicating that pre-trial/judicial proceedings are being conducted against the Depositor regarding the recognition of its activities as illegal, as well as other cases that may be used to carry out unlawful activities against the Bank and its clients, causing harm to their interests.
2.2.6. unilaterally and out of court make amendments/additions to the Agreement, including tariffs for services provided under the Agreement, upon prior notification to the Depositor:
- in the event of an increase in tariffs for payments and transfers, at least 1 (one) month prior to the effective date of such amendments/additions (including a new version);
- in other cases, at least 10 (ten) calendar days prior to the effective date of such amendments/additions (including a new version),
by posting the amendments/additions (including a new version) at the customer service areas of the Bank's branches, on the official website of the Bank at www.forte.kz, except for those terms and conditions that may not be unilaterally amended as per the legislation of the Republic of Kazakhstan.
Upon expiration of the relevant notification period after the date of publication by the Bank of information on introduction of amendments/additions to the Agreement, including tariffs for services provided under the Agreement, in the manner established by this clause, such amendments/additions shall enter into force. After introduction of amendments/additions, the Agreement shall remain effective as amended.
2.2.7. make amendments/additions to the Agreement, including tariffs for services provided under the Agreement, that may not be unilaterally amended as per the legislation of the Republic of Kazakhstan, having previously notified the Depositor thereof:
- in the event of an increase in tariffs for payments and transfers, at least 1 (one) month prior to the effective date of such amendments/additions (including a new version);
- in other cases, at least 10 (ten) calendar days prior to the effective date of such amendments/additions (including a new version),
by posting the amendments/additions (including a new version) at the customer service areas of the Bank's branches, and on the official website of the Bank at www.forte.kz, based on the declaration of will of the Depositor expressed by silence.
The Depositor failure to submit a written statement of non-acceptance of the amendments/additions to the Agreement, including tariffs for services provided under the Agreement, within the relevant notification

period starting from the moment of publication by the Bank of a notice on introduction of such amendments/additions, in accordance with this clause, shall be deemed as an expression of their will and shall mean the Depositor's consent to such amendments/additions.
2.2.8. Suspend, for the period provided for by the legislation of the Republic of Kazakhstan and the Bank's internal procedures, debit transactions on the Account (all or certain ones), including the ones in the Internet- and mobile banking, as well as to establish a restriction on the Depositor's access to the Internet- and mobile banking, in case of any reasonable suspicions that the funds in the Account are the result of fraudulent or other illegal actions and in other cases where unlawful actions may be committed against the Depositor, the Bank, or its other clients, as well as impose other restrictions and measures provided for by the legislation of the Republic of Kazakhstan aimed at preventing such actions and their consequences, and reducing possible losses of the Depositor, the Bank, or its other clients.
2.2.9. Upon detection of an operation on the Account with signs of fraud and/or unlawful incidents, request from the Depositor information necessary to clarify the circumstances of such transaction.

2.3. The Depositor shall:
2.3.1 provide the Bank with all documents necessary for opening and maintaining a savings account, conducting operations on the savings account, obtaining information on the status of their savings account, documents requested by the Bank for the purposes of foreign exchange control, compliance with the requirements of the legislation of the Republic of Kazakhstan on counteracting legalization (laundering) of proceeds from crime and financing of terrorism, for collection, processing and transfer of the Depositor's data/personal data to the US Internal Revenue Service, in accordance with the requirements of FATCA, including through authorized state bodies of the Republic of Kazakhstan;
2.3.2. in the event that the Bank credits funds to the Depositor's savings account in error, for the purpose of correcting such error, within 3 (three) business days after receiving statements on the savings account, notify the Bank thereof and return to the Bank in full the erroneously credited funds, no later than 5 (five) business days from the moment the Depositor establishes the fact of the error or from the moment the Bank sends the relevant notice of return of erroneously credited funds;
2.3.3. immediately, but in any case no later than in 3 (three) business days, provide the Bank in writing with accurate and complete information on all changes that may affect the Bank's operations on the Depositor's savings account, including changes to their name, location, membership of persons authorized to sign payment documents, as well as cases of reorganization, liquidation, loss and wear of the seal, etc.;
2.3.4. for violation of any of the obligations provided for in sub-clause 2.3.3. of this Agreement, pay the Bank a penalty for each fact of violation of obligations in the amount of 0.01% of the amount of the Deposit held on the Account at the time the Bank submits a demand for payment of the penalty.
2.3.5. pay for the Bank's services in accordance with the Bank's tariffs posted at the customer service areas of the Bank's branches and on the official website of the Bank at www.forte.kz, in the event of transfer of the amount of the Deposit and/or interest to the Depositor's bank account opened with another bank and/or organization carrying out certain types of banking operations. The Depositor agrees that the Bank shall be entitled to charge a fee for such transfer by withholding the amount of the fee from the amount of the Deposit returned and/or the amount of interest paid on the Deposit;
2.3.6. Independently learn about amendments and additions to the terms of the Agreement, including tariffs for services provided under the Agreement, on the Bank's internet resource (www.forte.kz), as well as in a place accessible for the public on the Bank's premises (operating divisions).
2.3.7. In a timely and proper manner fulfill other obligations to and requirements of the Bank, presented in accordance with this Agreement and/or the legislation of the Republic of Kazakhstan.
2.3.8. refrain from granting access to the Account or to the Depositor's credentials to any third parties, including by transfer thereof, which may result in the third parties obtaining access to making payments and (or) transfers funds, except for the cases established by law.
2.3.9. upon the Bank's request, if a transaction on the Account is identified as having signs of fraud and/or other unlawful incidents, provide the Bank with any information necessary to clarify the circumstances of such transaction, in accordance with the Bank's internal procedures and the legislation of the Republic of Kazakhstan.

2.4. The Depositor shall be entitled to:
2.4.1. receive the Deposit amount and the interest thereon in accordance with the terms of this Agreement and the Accession Application;
2.4.2. request from the Bank information about the Deposit, the interest accrued thereon, and the payment service;

2.4.3. replenish the Deposit during the term of this Agreement by making additional deposits, and make partial withdrawals in the manner provided for by this Agreement and the Accession Application;
2.4.4. terminate the Agreement on the grounds and in the manner provided for by the legislation of the Republic of Kazakhstan.

3. Interest Payment Procedure and Cconditions

3.1. The Bank shall accrue interest for the Depositor on the Deposit daily, starting from the day the Deposit is credited to the Account; the accrual of interest shall be made starting from the day following the actual receipt of funds into the savings account until the day the Bank returns the entire Deposit amount to the Depositor, including the day of return of the Deposit. When calculating interest on the Deposit, a month is considered to be equal to the actual number of days in it, and a year is considered as 365 (three hundred sixty-five) days/360 (three hundred sixty) days per year.
Note: apply the 360-day condition for the "Samruk-Kazyna" National Welfare Fund JSC, its subsidiaries and dependent joint-stock companies;
3.2. Interest on the Deposit shall be paid annually or monthly, at the Depositor's choice, to the Depositor's current account opened with ForteBank JSC according to the details specified in the Accession Application (hereinafter – the Current Account).
3.3. Interest shall be paid without withholding corporate income tax to the budget in accordance with the legislation of the Republic of Kazakhstan (unless otherwise provided by the legislation of the Republic of Kazakhstan).
3.4. When additional deposits are made to the Deposit or part of the Deposit is withdrawn, interest on the increased or decreased Deposit amount shall be accrued starting from the day following the date the additional deposit is credited to the savings account/a part of the Deposit is withdrawn.
3.5. During the period of restrictions on the disposal of funds in the Account, in accordance with this Agreement, interest on the Deposit shall not be accrued and shall not be paid by the Bank.
3.6. If the interest payment date falls on a weekend/non-business day, payment shall be made on the first business day. In the case of monthly interest payments, payment shall be made on the first business day of the month following the reporting month, and in the case of annual interest payments, payment shall be made on the day corresponding to the date of the Deposit opening.
3.7. The amount of the annual effective rate of return may be changed depending on the circumstances provided for by the legislation of the Republic of Kazakhstan. Upon the Depositor's written request, the Bank shall provide the Depositor with information on the changed amount of the annual effective rate of return.

4. Term of the Agreement

4.1. This Agreement becomes effective on the date when the Deposit is received by the Bank and the Bank accepts the Accession Application in the prescribed manner and shall remain in effect until the Parties have fully performed their obligations.
4.2. The Agreement shall terminate if the Bank executes an instruction from the third parties to withdraw funds from the Depositor's savings account.

5. Deposit Management

5.1. Withdrawals from the Deposit are permitted only for the purposes of major renovation of the communal property of a condominium facility, including repayment of a housing loan obtained for major renovation of the communal property of a condominium facility, and may not be pledged as security for the obligations of owners of apartments or non-residential premises, except for agreements for major renovation of the communal property of a condominium facility. Expenditure of funds accumulated in the Account shall be carried out on the grounds of the minutes of the meeting in the manner provided for by this Agreement.
5.2. The condition for the return of the deposit/part of the deposit under this Agreement shall be provision to the Bank of a duly executed minutes of the meeting for regarding return by the Bank of the Deposit/part of the Deposit and the corresponding application.
The Depositor shall be obligated to notify the Bank in writing of the request for the Deposit, providing the minutes of the meeting, and the Bank shall return the amount of the Deposit no later than within 7 (seven) calendar days from the date of receipt of the Depositor's request.
5.3. By signing the Accession Application, the Depositor grants the Bank consent (the right) to withdraw the amount of money on the day the Account is opened, in the amount determined by the Agreement, from the Depositor's current account for the purpose of crediting to the Account. No additional consent, confirmation, or instruction from the Depositor shall be required.

6. Liability of the Parties

6.1. The Parties shall be released from liability for partial or complete non-performance of obligations under this Agreement if it was caused by force majeure circumstances (restrictive-prohibitive in nature, fire, flood or earthquake, power supply failure, and others), unlawful actions of third parties in the absence of fault of the Bank or the Depositor, as well as orders of the authorized state bodies of the Republic of Kazakhstan, provided these circumstances directly affected performance of this Agreement. In this case, the term for performance of obligations under this Agreement shall be extended proportionally to the time during which such circumstances occurred. The Party for whom force majeure circumstances have arisen shall be obliged to notify the other Party within 3 (three) business days.

6.2. The Bank shall not be liable for non-performance/improper performance of its obligations in the event of the Depositor's violation of the terms of this Agreement, as well as for any losses incurred by the Depositor as a result of suspension of transactions on the Account and/or imposition of distraint on funds held in the account, carried out in accordance with the legislation of the Republic of Kazakhstan.

6.3. The Bank shall not be liable:

1) for actions of persons authorized by the Depositor to manage the Deposit, in the event of the Depositor's failure to notify/untimely or improper notification to the Bank of the replacement of such person, or of early termination of their powers in accordance with this Agreement;

2) for refusal to perform, as well as for suspension of transactions with money and (or) other property in accordance with the Law of the Republic of Kazakhstan "On Counteracting Legalization (Laundering) of Proceeds from Crime, Financing of Terrorism, and Financing of Proliferation of Weapons of Mass Destruction".

for untimely execution of transactions on the account, in the event of improper execution of payment documents by the Depositors and (or) third parties;

3) for any consequences arising from the Depositor providing third parties with access to the Account, or to the Depositor's credentials, including their transfer, which led to third parties gaining access to making payments and (or) transfers funds, except as provided by law.

6.4. The Depositor shall be liable for the legality of the transactions performed by them in accordance with the legislation of the Republic of Kazakhstan, as well as for the accuracy of the documents submitted to the Bank, which shall serve as the basis for provision of services stipulated by this Agreement.

6.5. In the event of liquidation or reorganization of the Bank, compensation regarding the Deposit shall be made in the manner determined by the current legislation of the Republic of Kazakhstan.

6.6. Disputes/issues arising in regard to proper performance of the terms of this Agreement, including unauthorized payment services, shall be resolved by the Parties through negotiations, sending claims/notices/applications in writing, unless otherwise provided by the Agreement. If no agreement is reached – in the manner provided by the legislation of the Republic of Kazakhstan.

6.7. The Bank's obligations to return the Deposit of a legal entity/representative office/branch of a legal entity shall not be guaranteed by the Kazakhstan Deposit Insurance Fund JSC.

6.8. The Bank's liability for breach of its obligations under this Agreement shall be limited to payment of a penalty, but not damages, unless otherwise provided by the legislation of the Republic of Kazakhstan or by this Agreement.

6.9. The Parties shall be released from liability for partial or complete non-fulfillment of obligations under this Agreement if such non-fulfillment is the result of force majeure circumstances (fire, flood or earthquake, power supply failure, and others), unlawful actions of third parties in the absence of fault of the Bank or the Depositor, as well as orders of the authorized state bodies of the Republic of Kazakhstan, provided these circumstances directly affected performance of this Agreement. In such a case, the term for fulfillment of obligations under this Agreement shall be extended proportionally to the period during which such circumstances occurred. The Party for whom the force majeure circumstances have arisen shall be obliged to notify the other Party thereof within 3 (three) business days.

7. Personal data

7.1 The Depositor, for the purpose of the Bank's compliance with the legislation of the Republic of Kazakhstan, gives their consent:

- to transfer/receipt of information about the Depositor/data of the Depositor to/from third parties, provided that such parties have the obligations or rights in accordance with the requirements of the legislation and (or) agreements concluded with such parties, or when such obligations and rights arise on other grounds, including:

- authorized state bodies; legal entities, including public legal entities, national managing holdings, national companies; credit bureaus; pension fund; operators/owners of state databases; courier companies; mobile communication operators; persons providing the Bank with information technology support services, or having other transactions with the Bank in the field of digital and information technologies; foreign correspondent banks; the US Internal Revenue Service, according to FATCA requirements, including through the use of automation tools, information systems, internet resources, various services and software of the above-mentioned third parties.
- to provision of the Depositor's data by the owners of state databases (hereinafter – SDB), the Identification Data Processing Center, as well as official and legal sources (the Electronic Government portal of the Republic of Kazakhstan/Electronic Licensing, official websites of authorized state bodies and other official sources) to the credit bureau, including data received from the SDB from operators/owners of the SDB, to the Bank, credit bureaus and other organizations/institutions directly or through third parties;
- to provision of the Depositor's data to a legal entity that, by decision of the Government of the Republic of Kazakhstan, carries out activities for provision of state services in accordance with the legislation of the Republic of Kazakhstan, both available and to be received in the future, to the credit bureau and the Bank directly or through third parties (including credit bureaus or through credit bureaus);
- to the Bank conducting a preliminary analysis using confidential information about the Depositor from all legal sources for the purpose of preparing proposals for the Bank's products/services;
- to transfer of information and (or) documents to the state revenue authority, including for the purpose of exchanging information and (or) documents between the state revenue authority and the National Bank of the Republic of Kazakhstan regarding withdrawal of cash during a calendar month in excess of the established limits provided by the requirements of the regulatory legal acts of the Republic of Kazakhstan;
- to disclosure by the Bank, in the manner provided by the legislation of the Republic of Kazakhstan, of any information constituting commercial, banking, and other secrets protected by the legislation of the Republic of Kazakhstan:

a) in cases provided by the legislation of the Republic of Kazakhstan;
b) to the Bank's employees;
c) to persons conducting audits of the Bank's activities on the grounds of and in accordance with the legislation of the Republic of Kazakhstan;
d) to counterparties and other persons, provided that the Bank concludes an agreement(s) with such person(s), the subject of which shall be the acceptance by such persons of obligations not to disclose information received/being received from the Bank to any third parties;

The Bank shall not be liable if the confidentiality of information constituting commercial, banking, and other secrets protected by the legislation of the Republic of Kazakhstan was breached due to the fault of the Depositor or if the confidential information was known or became known to third parties from other sources.
- for the State Credit Bureau JSC (hereinafter – Credit Bureau): (a) to receive information about the Depositor from Center for Development of Labor Resources JSC, from the SDB from operators/owners of the SDB, as well as from a legal entity that, by decision of the Government of the Republic of Kazakhstan, carries out activities for provision of state services in accordance with the legislation of the Republic of Kazakhstan, (b) to provide information about the Depositor, received in accordance with subparagraph a) of this paragraph, to the Bank;
- for the Center for Development of Labor Resources JSC, owners/operators of the SDB, a legal entity that, by decision of the Government of the Republic of Kazakhstan, carries out activities for provision of state services in accordance with the legislation of the Republic of Kazakhstan: to provide information about the Depositor to the Credit Bureau and the Bank through the Credit Bureau;
- for issue of a credit report to the recipient of the credit report, including data that will be submitted to credit bureaus in the future and (or) for which the latest information was received more than five years prior to the date of receipt of the latest information, as well as for provision of other services.

7.2. The Depositor hereby represents that, with respect to the personal data of personal data subjects[1] transferred and to be transferred in the future by the Depositor to the Bank under contracts, supplementary agreements to the contracts, as well as in other cases where, in accordance with the legislation and (or) by-laws of the Bank, it is necessary to collect and process such personal data, the Depositor has previously obtained from the personal data subjects their consent to collection and processing of personal data, to transfer of personal data to a third party, including the Bank, to processing of personal data by the Bank, and to cross-

[1] Private individual (representative, employee, participant/shareholder, beneficiary owner, other private individual) to whom the personal data relate

border transfer of personal data in the form of the Statement of Consent for Collection and Processing of Personal and Other Data, published on the official website of the Bank at forte.kz.

7.3. Upon the Bank's request, the Depositor shall provide the Bank with documented confirmation of the existence of consents collected by the Depositor from personal data subjects for collection and processing of personal data, for transfer of personal data to a third party, including the Bank, and for processing of personal data by the Bank, and if it is not possible to provide documented confirmation of existence of such consents, the Depositor shall collect such consents and then confirm their receipt to the Bank.

7.4. Responsibility for absence of consents for collection and processing of personal data, for transfer of personal data to a third party, including the Bank, and for processing of personal data by the Bank shall rest with the Depositor. Should any measures be applied to the Bank for violation of personal data legislation, the Depositor undertakes to reimburse the Bank, upon the Bank's request, for any expenses and losses incurred by the Bank.

7.5. The Bank:

- shall implement protective actions against unauthorized payments, which do not contradict the legislation of the Republic of Kazakhstan;
- undertakes to collect, process, and disseminate personal data of employees/representatives/authorized persons of the Depositor by means not contradicting the legislation of the Republic of Kazakhstan on protection of personal data;
- shall be entitled to independently determine the terms and conditions of access to the personal data of employees/representatives/authorized persons of the Depositor;
- undertakes to store personal data no longer than required for the purposes of their processing and to destroy them upon achievement of the purposes of processing, taking into consideration the requirements of the legislation of the Republic of Kazakhstan on the protection of personal data;
- undertakes to comply with other requirements of the legislation of the Republic of Kazakhstan on protection of personal data within the framework of performance of the Agreement;
- shall not be obliged to notify anyone of actions taken for the purpose of collection, processing, and transfer of personal data to third parties.

8. Anti-Corruption Clause

8.1. The Parties comply with all applicable anti-corruption legislation. The Parties acknowledge and confirm that each of them pursues a policy of zero tolerance towards bribery and corruption, which implies a complete prohibition of corrupt actions and facilitation payments/payments intended to simplify formalities in connection with business activities or to ensure a faster resolution of certain issues.

8.2. The Parties, their officials and employees who directly or indirectly participate in performance of the Parties' obligations under this Agreement do not accept, do not pay, do not offer to pay, and do not permit (authorize) payment/receipt of any funds or transfer of any valuables (including intangible ones) directly or indirectly, to any persons, for the purpose of influencing actions or decisions with the intention of obtaining any improper advantages, including bypassing the procedure established by law, or pursuing other improper purposes.

The provisions of this article constitute representations of circumstances that are material for the Parties. The Parties rely on such representations when entering into the Agreement.

If a Party suspects that a violation of any provisions of this article has occurred or may occur, the relevant Party undertakes to notify the other Party of its suspicions in writing as soon as possible.»

9. Final Provisions

9.1. The Bank notifies the tax authorities of the opening of a savings account for the Depositor in accordance with the tax legislation of the Republic of Kazakhstan.

9.2. The Bank undertakes protective measures against unauthorized payments, provided that such measures do not contradict the legislation of the Republic of Kazakhstan.

9.3. When providing a payment service in foreign currency under this Agreement, the exchange rate established by the Bank shall apply, unless otherwise provided by the legislation of the Republic of Kazakhstan.

9.4. If at least one specimen of the Depositor's signature or impression of the seal (not related to a private entrepreneurship entity) is replaced, a new document containing the specimens of signatures and impression of the seal, certified in the manner specified by the statutes of the Republic of Kazakhstan, shall be submitted to the Bank.

9.5. In the event that a claim regarding an unauthorized payment service or another claim of the Depositor is justified, the Bank shall restore the amount of the transaction to the Account and reimburse the Depositor for other documented losses in an amount not exceeding the Bank's fee(s) for such transaction, within 10 (ten) business days from the date of completion of the claim review, by returning it to the Depositor in ways permitted by law.
9.76. In the event of unilateral termination of the Agreement (business relations), the Bank shall notify the Depositor of such termination by sending the appropriate notice to the Depositor at least two days prior to the intended date of termination of the Agreement (business relations).
9.7. All notifications and communications under the Agreement shall be deemed duly sent/received by the relevant Party if sent in writing by hand delivery and/or by postal service and/or by fax and/or by email to the details specified by the Parties, provided that the chosen communication channel provides confirmation of delivery of the notification/communication to the addressee, and/or by posting information on the official website of the Bank at www.forte.kz, unless otherwise specifically provided by the Agreement.
9.8. By signing the Agreement, the Depositor assumes the risks and all consequences (including losses and lost profits) that may arise in connection with restrictions and prohibitions established by the legislation of foreign states and sanctions in accordance with the jurisdiction of any country or international organization, the effect of which extends to the Depositor and its transactions (including, but not limited to, those related to the type of transaction, the country of registration and (or) location of the Depositor and its officers, shareholders/participants, beneficial owners, subsidiaries and affiliated organizations, as well as payments made to such countries/persons or from such countries/persons), carried out by the Bank or through the Bank. The Bank shall not be liable for such risks and consequences (including losses and lost profits).
9.8. In the event of any discrepancies between the text of this Agreement in the state language and the text of the Agreement in Russian, the text of the Agreement in Russian shall apply for the resolution of such discrepancies.
9.9. Upon termination of this Agreement, the Bank shall close the Depositor's savings account and annul their individual identification code.
9.10. All relations not regulated by this Agreement shall be governed in accordance with the legislation of the Republic of Kazakhstan.

Bank details:
ForteBank JSC,
8/1 Dostyk str., Astana city, Republic of Kazakhstan,
Certificate of state registration of a legal entity dated 10.02.2015
BIN 990740000683
BIC IRTYKZKA
Corr. account: KZ23125KZT1001300204 with the Public Institution “National Bank of the Republic of Kazakhstan”