

Agreement on Banking Services within the Framework of a Payroll Project in the Altyn-i Service		
City	“ ”	20__.
Banking services in the Altyn-i Service of “AltynBank” Joint Stock Company (Subsidiary Bank of China Citic Bank Corporation Ltd), hereinafter referred to as the “Bank”, represented by (position) Mr./Ms. _____, acting on the basis of Power of Attorney No. _____ dated ____ 20__, on the one hand, and _____, hereinafter referred to as the “Client”, represented by (position) Mr./Ms. _____, acting on the basis of _____, on the other hand, hereinafter jointly referred to as the “Parties”, have entered into this Agreement as follows:		
1. Subject of the Agreement This Agreement governs the relations of the Parties related to the banking services of the Client for the issuance of payment cards within the framework of the general terms and conditions of banking services in the Altyn-i Service, and the transfer of the Client’s funds to the current accounts of its employees and other individuals, hereinafter referred to as the “Beneficiaries”, opened with the Bank.		
2. Terms of Banking Services 2.1 The Client transfers funds in favor of the Beneficiaries — the Bank effects the crediting of funds to the current accounts of the Beneficiaries on the basis of payment documents and an electronic file in the pacs.008 format provided by the Client on the terms stipulated by this Agreement, as well as in other formats for the payment of salaries and other payments, in accordance with the formats approved by “National Payment Corporation of the National Bank of the Republic of Kazakhstan” Joint Stock Company (“NPC NBRK” JSC), and transmitted through “NPC NBRK” JSC. In the absence of a current account with the Bank, the Client transfers funds in favor of the Beneficiaries to the Bank’s transit account, and the Bank undertakes to transfer the received funds to the current accounts of the Beneficiaries in foreign and national currencies. When making payments in foreign currency to Beneficiaries who are individuals, in respect of transfers received via the SWIFT international transfer system (hereinafter the “SWIFT system”), the Client submits to the Bank a Statement drawn up in the form established by the Bank. The Statement may be submitted in hard copy form, in which case it shall be signed by an authorized person of the Client vested with the right of first signature in accordance with the signature specimen card and seal impression submitted to the Bank, and certified with the Client’s seal. The Client’s Statement may be submitted electronically via the electronic banking system, subject to the execution of the relevant agreement. If the Client has a bank account with the Bank (hereinafter the “Account”), the Client consents to the withdrawal of funds by the Bank from the Account by way of direct debiting and their transfer in favor of the Beneficiaries to their current accounts opened with the Bank. 2.1.1 The fee for the distribution and crediting of funds received to the accounts of the Client’s Beneficiaries shall be charged at the rate of ____% of the total amount of the payroll transfer or other payments. The service fee under this Agreement is established inclusive of value added tax at the rate applicable in accordance with the legislation of the Republic of Kazakhstan. 2.1.2 If an Account exists, the Bank is entitled to debit commissions from any of the Client’s Accounts without acceptance and without obtaining additional consent from the Client. The Client consents that the Bank is entitled to charge fees (commissions) for the services provided by direct debiting of the Client’s Account in the amount of such commissions. 2.1.3 In the event of insufficiency of funds in the account in the currency in which such commissions are to be debited, the Bank is entitled to convert the required equivalent amount of the commissions from accounts in another currency and cover the amount of the commissions. The conversion is carried out at the current exchange rate established by the Bank on the date of conversion. 2.1.4 Based on the Beneficiary’s application under a standing order, within the framework of the implementation of the “standing instruction” functionality, an automatic purchase of foreign currency may be performed in the amount of 50% or 100% (underline as applicable) of the salary amount credited through the Bank’s transit account to the Beneficiary’s current account in the national currency with Payment Purpose Code (PPC) 332, into foreign currency: USD / or EUR / or CNY (underline as applicable), at the Bank’s exchange rate for payroll projects, with subsequent crediting to the Beneficiary’s foreign currency account opened with the Bank. 2.1.5 Based on the Beneficiary’s application under a standing order, within the framework of the "standing instruction" functionality, an automatic outgoing foreign currency transfer via the SWIFT system to an account with a foreign Bank may be executed following the automatic purchase of foreign currency credited to the Beneficiary’s foreign currency account. The outgoing foreign currency transfer via the SWIFT system is executed for the amount of the purchased foreign currency, provided that the allowed transfer amount is no less than 10 000 KZT in the equivalent of the purchased foreign currency at the exchange rate of the National Bank of the Republic of Kazakhstan on the date of the payment transaction. The Bank, acting as a currency control agent, is entitled to request supporting documents for outgoing foreign currency payments, regardless of their amount. When executing an outgoing foreign currency transfer within the "standing instruction" functionality, an "OUR" type commission is applied in accordance with the banking service tariffs in the Altyn-i Service, the amount of which the Beneficiary must ensure is available in the KZT account. This functionality is implemented exclusively for transfers to Banks of the People’s Republic of China (PRC). 2.1.6 A key condition of servicing is the mandatory regular crediting of funds to the Beneficiaries’ cards in the pacs.008 format through the Bank’s transit account, in order to maintain the status of employees’ cards within the payroll project and to provide preferential terms for servicing and cash withdrawal (commission-free withdrawal for the employee). In the absence of salary and other payment transfers in pacs.008 formats to the Beneficiaries’ accounts for two or more months, automatic disconnection from the payroll project occurs, and the Beneficiaries are serviced on standard terms. 2.2 The relations between the Bank and the Beneficiaries regarding the issuance and re-issuance of payment cards issued within the framework of the general terms of banking services under the payroll project in the Altyn-i Service are governed by the Comprehensive Banking Service Agreement in the Altyn-i Service and in accordance with the Banking Service Tariffs in the Altyn-i Service.		
3. Rights and Obligations of the Parties 3.1 The Client shall: 3.1.1 upon the Bank’s request, deliver to the Beneficiaries the payment cards received from the Bank;		

3.1.2 carry out verification and collection from the Beneficiaries of the documents required by the Bank, as well as transfer such documents to the Bank;

3.1.3 eliminate all remarks of the Bank / errors in the Statement / pacs.008 and other formats on the date of receipt of the payment;

3.1.4 effect salary transfers in favor of the Beneficiaries under this Agreement to the details specified in Section 7 of this Agreement;

3.1.5 notify the Bank of any changes to its legal address, name, banking details, and contact telephone numbers of responsible persons within three (3) business days;

3.1.6 familiarize itself with the information contained in the Bank's correspondence / notifications (confirmations and/or other information) within one operational day from the moment of receipt and verify the absence of erroneous or unauthorized transactions. If the Bank does not receive notification from the Client of errors within the above-mentioned period, the Client shall reimburse the Bank for the amounts of losses, damages, expenses, and costs incurred by the Bank as a result of the Client's failure or untimely performance of the above obligations and/or the Bank's execution of erroneous (unauthorized) instructions;

3.1.7 determine and submit powers of attorney for responsible persons who will register the Beneficiaries' account numbers, compile the list for the transfer of funds, and perform ongoing work with the Bank related to servicing the Beneficiaries under this Agreement.

3.2 The Bank shall be entitled to:

3.2.1 refuse to accept the transfer of funds from the Client in accordance with the Statement / pacs.008 and other formats in the event of the absence or insufficiency of funds to pay the Bank's commissions in accordance with the Banking Service Tariffs in the Altyn-i Service on the Accounts of the Client / the Beneficiary, or prepayment, depending on the format, as well as in the event of incomplete indication of details in the payment document and/or the presence of erroneous information in such details; in such case, the Bank shall not bear liability for non-performance of this Agreement;

3.2.2 terminate and/or suspend this Agreement in the event of the Client's violation of the conditions stipulated in Clause 3.1 of this Agreement. In such case, the Bank shall notify the Client in writing of the termination or suspension of this Agreement, indicating the reasons for the suspension and/or termination of this Agreement;

3.2.3 request from the Client any documents the provision of which is a necessary condition for the implementation of this Agreement and for compliance with the requirements of the legislation of the Republic of Kazakhstan;

3.2.4 immediately and unilaterally cease the execution of transfers provided for under this Agreement if the performance of this Agreement leads or may lead the Bank to a violation of the legislation of the Republic of Kazakhstan.

4. Liability of the Parties

4.1 The Bank shall not be liable:

4.1.1 for damage caused to the Client in the event of access by unauthorized persons to the transmission of pacs.008 and other formats;

4.1.2 for delays in crediting funds to the current account in the following cases:

- a) non-compliance of the Statement / pacs.008 and other formats with this Agreement;
- b) untimely submission by the Client to the Bank of the Statement / pacs.008 and other formats;
- c) incorrect calculation by the Client of the cost of the Bank's services and violation of the procedure for payment for such services;
- d) discrepancy between the amount of the payment order and the amount specified in the Statement / pacs.008 and other formats.

4.2 The Client shall be liable for the accuracy of the data contained in the Statement / pacs.008 for the crediting of salaries.

5. Dispute Resolution. Miscellaneous Provisions

5.1 All disputes and disagreements arising between the Parties in connection with the performance of their obligations under this Agreement shall be resolved by exchange of letters between the authorized representatives of the Parties.

If the disputes and disagreements are not resolved by exchange of letters within twenty (20) calendar days, they shall be subject to judicial resolution in accordance with the legislation of the Republic of Kazakhstan at the location of the Bank.

5.2 This Agreement may be terminated unilaterally out of court by one Party sending a written notice to the other Party no later than one (1) month prior to the termination date, unless otherwise specified in this Agreement. Obligations arising prior to the date of termination of this Agreement shall remain in force until their full and proper performance.

5.3 The Parties hereby agree and confirm that any notices from the Bank to the Client shall be deemed to be made in writing and received by the Client when such Notices are sent by the Bank to the Client by one of the following methods:

- a) personal delivery against acknowledgment of receipt;
- b) by telefax;
- c) by electronic mail to the address of the responsible person on the part of the Client;
- d) by mobile communication;
- e) by posting the relevant information on the Bank's website on the Internet;
- f) via courier or other postal service.

5.4 The Client hereby irrevocably consents to the Bank, at its discretion, transferring to the Bank's Shareholder, the Bank's affiliated companies and members, affiliated companies of the Bank's Shareholder Group, and third parties, information about the Client and its transactions for any purposes, including fraud prevention, audit, provision of services by any third party, debt collection, satisfaction of requests of an authorized state authority, provision of services by processing (computer) centers, processing of messages and electronic mail outside the Republic of Kazakhstan, execution of the Client's instructions, and performance of other agreements with the Client. Where disclosure of information is required, the Bank undertakes to conclude confidentiality agreements with the persons listed in this clause (except for authorized state authorities and their officials). Where an Account exists, the more detailed procedure for collection, processing, and disclosure of information about the Client is governed by the Policies and Conditions on the collection and use of Client information, financial crime risk management activities, and tax compliance, signed by the Client and accepted by the Bank.

5.5 This Agreement shall be effective in accordance with the applicable General Terms (in the event of the existence / opening by the Client of a Current Account with the Bank) and the Tariffs, which constitute an integral part hereof. By signing this

Agreement, the Client confirms that it has received, read, accepted, and undertakes to comply with the General Terms (in the event of the existence / opening by the Client of a Current Account with the Bank).

5.6 This Agreement is executed in two counterparts, each in the Russian and English languages, one counterpart for each of the Parties. The text of the Agreement in the Russian language shall prevail.

6. Anti-Corruption Provisions

6.1 The Parties hereby represent and warrant that, in performing their obligations under this Agreement, they, as well as their employees and intermediaries, shall not make, offer, authorize, or encourage, directly or indirectly, any payments of money, transfer of valuables, or provision of any other benefits for the purpose of obtaining improper advantages or influencing the actions or decisions of third parties. The Parties further undertake to refrain from any actions that may be qualified under applicable law as bribery and/or commercial bribery.

6.2 If either Party has reasonable grounds to suspect a possible breach of the provisions of Clause 6.1 of this Article, such Party shall promptly notify the other Party thereof in writing. The notice shall contain a description of the factual circumstances or other information giving reason to believe that a violation has occurred or may occur on the part of the counterparty, its employees, or intermediaries.

6.3 Upon receipt of such notice, the other Party shall have the right to suspend the performance of its obligations under this Agreement until it provides reasonable evidence that no violation has occurred or will occur. Such evidence shall be provided within ten (10) business days from the date of receipt of the notice.

7. Details of the Parties

Client: Legal address: Actual address: Bank details: BIN: IHK: IBAN: BIC: Tel.: +7 (727) Fax: +7 (727) Signature / Seal: _____	Bank: “Altyn Bank” Joint Stock Company (Subsidiary Bank of China Citic Bank Corporation Ltd) Legal address: Republic of Kazakhstan, Almaty, A05A1B9, Abay Avenue, 109 V Bank details: BIN 980740000057 IBAN KZ859490001910702001 BIC: ATYNKZKA Beneficiary Code 14 Tel.: +7 (727) 259 6900 Fax: +7 (727) 259 6901/2 Signature / Seal: _____
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