

## **SAFE DEPOSIT BOX LEASE AGREEMENT IN THE AUTOMATED SAFE DEPOSITORY OF BANKS**

This Safe Deposit Box Lease Agreement in the automated safe depository (hereinafter referred to as the Agreement) defines the terms and procedure of operations of First Heartland Jusan Bank Joint Stock Company (hereinafter referred to as the Bank) on leasing of safe deposit boxes in the automated safe depository to individuals (residents and non-residents of the Republic of Kazakhstan) (hereinafter referred to as the Lessee) in accordance with the laws of the Republic of Kazakhstan and internal documents of the Bank, establishes the rights, obligations, responsibilities of the Parties, as well as the terms and conditions of the Agreement.

The Agreement is a contract of adhesion concluded in accordance with the provisions of Article 389 of the Civil Code of the Republic of Kazakhstan, the terms and conditions of which may be accepted by the Lessee not otherwise than by adhering to the Agreement as a whole on the basis of the Application for adhesion to the Agreement in accordance with Annex 1 to the Agreement (hereinafter referred to as the Statement of Accession). Information about the Bank and the Lessee shall be specified in the Statement of Accession. At the same time, the Statement of Accession and the Agreement shall be a single document.

The signing of the Statement of Accession by the Lessee proves that:

- The Lessee has read, understood and accepted the terms and conditions of the Agreement in full, without any comments or objections;
- The Agreement does not contain any terms and conditions onerous to the Lessee that the Lessee, based on its reasonably understood interests, would not accept;
- The Lessee is not entitled to refer to the absence of its signature on the Agreement as evidence that the Agreement has not been read/understood/accepted by it, if the Bank has a Statement of Accession signed by the Lessee;
- the Lessee agrees to all the terms and conditions of leasing the safe deposit box (cell);
- all provisions of the Agreement fully comply with the interests and will of the Lessee;
- The Lessee has complied with all procedures necessary for concluding the Agreement and leasing the safe deposit box;
- conclusion of the Agreement and fulfillment of its terms and conditions, including the receipt by the Lessee of safe deposit boxes (cells) for rent under the Agreement, will not violate or result in violation of any provision of the legislation of the Republic of Kazakhstan and/or the legislation applicable to the Lessee.

All Annexes to the Agreement (if any), applications accepted by the Bank from the Lessee within the framework of the safe deposit box leasing operation by marking the corresponding mark of the Bank, shall be an integral part of the Agreement, unless otherwise specified in the text of the application itself.

### **1. Subject of the Agreement**

1.1. In accordance with the terms and conditions of the Agreement, the Bank shall provide the Lessee and the Lessee shall accept for temporary possession and use a safe deposit box in an automated safe depository bank (hereinafter - safe deposit box) for the Lessee to place valuables and/or documents in it.

1.2. The Lessee shall pay to the Bank the cost of safe deposit box rental, as well as other commissions for the services rendered in the amount and within the terms stipulated by the Agreement and the current tariffs of the Bank posted on the Internet resource of the Bank



(www.jusan.kz), in branches (additional premises of branches) in places available for the review of the Lessee (hereinafter referred to as the Tariffs).

1.3. The number of the rented safe deposit box (safe deposit box), as well as the key to the safe deposit box (safe deposit box) (hereinafter referred to as the Key) shall be specified by the Bank in the Statement of Accession.

1.4. The safe deposit box shall be provided to customers who are serviced in the VIP centers of the Bank.

1.5. The Bank shall ensure security of the safe depository without having information about the name, quantity, quality (and other) of the Lessee's valuables deposited in the safe deposit box. The Lessee shall confidentially dispose of the contents of the safe deposit box (cell): deposit/withdraw valuables, i.e. perform operations with valuables without the participation of the Bank.

## **2. Operating mode of a safe deposit box (safe deposit box). Storage of keys**

2.1. The lease of a safe deposit box shall be formalized:

- issuance of a key and an electronic card to the Lessee;

- registration of PIN-code for access to the safe deposit box;

- providing the Bank with biometric personal data of the Lessee (its representative). If the Lessee has a representative, biometrics of the palm of the Lessee's hand shall be performed at his/her request, and biometrics of the palm of the palm of the Lessee's representative shall be performed on a mandatory basis.

At the same time, the Act of safe deposit box lease shall be signed in accordance with Annex 2 to the Agreement.

## **3. Rights and obligations of the Parties**

### **3.1. The Lessee shall:**

3.1.1. to accept the safe deposit box for lease with signing of the relevant act according to the form of Annex 2 to the Agreement after preliminary checking the lock's serviceability;

3.1.2. to pay to the Bank the cost of safe deposit box rental, as well as other services rendered under the Agreement (if any) in accordance with the Tariffs;

3.1.3. to use the safe deposit box (cell) in a way excluding its damage, not to fill the safe deposit box (cell) with heavy (more than 25 kg) and oversized objects that may deform the safe deposit box (cell), to ensure safety of the key, electronic card, confidentiality of the PIN-code;

3.1.4. not to exceed the time of self-service of the safe deposit box (cell) for more than 25 minutes in order to prevent technical failures as a result of exceeding the time of the Lessee's use of the safe deposit box (cell);

3.1.5. to pay for opening and replacement of the lock of the rented safe deposit box in accordance with the Tariffs, in case the Lessee loses the key or lock breakage or its forced opening in other cases for reasons not related to the actions/inaction of the Bank, replacement of the electronic card;

3.1.6. to use the safe deposit box in accordance with the terms and conditions of the Agreement, including not to place in the safe deposit box any substances prohibited for storage, not to use the safe deposit box for storage of explosives and flammable substances, ammunition, firearms, gas and cold weapons; chemical, poisonous, radioactive, toxic and other poisonous substances that may have a harmful effect on the human body and the environment; narcotic and psychotropic substances; living organisms and items of biological origin, foodstuffs, etc.

3.1.7. to release the safe deposit box (cell), hand over the key and the electronic card in good condition to the responsible employee of the Bank upon expiration of the safe deposit box rental period, with signing of the relevant act in the form of Annex 3 to the Agreement;

3.1.8. to pay to the Bank a penalty for late payment of the safe deposit box rental fee, as well as other penalties for violation of the terms and conditions of the Agreement in the amount(s) in force as of the date of penalty accrual in accordance with the Tariffs;

3.1.9. to notify the Bank about changes in the Lessee's place of residence, data of the Lessee's identity document, as well as other details (contact phone numbers, e-mail addresses, etc.) within 3 (three) business days from the date when such changes occurred, with submission of original/notarized copies of documents confirming such changes. In case of failure to notify and/or untimely notification, the Bank shall not be liable for any damage that may be caused to

the Lessee due to such failure to notify and/or untimely notification (and/or in connection therewith);

3.1.10. to notify the Bank within 1 (one) business day from the date of taking the actions listed below in writing or by other means of communication agreed upon by the Parties, with submission of original/notarized copies of documents confirming such actions:

1) authorization of third parties to use the safe deposit box and to dispose of valuables and/or documents in the safe deposit box of the Lessee;

2) termination of powers of the persons authorized to use the safe deposit box and to dispose of valuables and/or documents in the safe deposit box of the Lessee, including early termination of powers granted on the basis of a Power of Attorney.

If the Lessee violates the notification procedure stipulated in this clause, the Bank shall not be liable for any damage that may be caused to the Lessee as a result of such violation;

3.1.11. to provide a response, as well as to report to the Bank at the first request within the terms set by the Bank, in case of notification of the Lessee by the Bank in accordance with sub-clause 3.3.4. of clause 3.3. of the Agreement;

3.1.12. in case of loss of the key and/or electronic card, breach of confidentiality of the PIN code or any malfunction of the safe deposit box, notify the Bank thereof not later than 1 (one) business day from the date of occurrence of the said event. In case of failure to notify and/or untimely notification, the Bank shall not be liable for any damage that may be caused to the Lessee due to such failure to notify and/or untimely notification (and/or in connection therewith);

3.1.13. to familiarize independently with the Tariffs;

3.1.14. to be guided by the Rules of using the automated safe deposit box according to Annex 6 to the Agreement when using the safe deposit box (cell);

3.1.15. to reimburse to the Bank the cost of expenses incurred by the Bank related to the breakdown of the robotic system of the safe depository as a result of incorrect/inappropriate use of the safe deposit box by the Lessee within 3 (three) business days from the date of sending the notification by the Bank to the Lessee;

3.1.16. to provide at the request of the Bank a package of necessary documents in order for the Bank to comply with the requirements of the legislation of the Republic of Kazakhstan, and other necessary requirements established by international/interstate treaties/agreements, legislation of foreign states and/or acts of international organizations that affect the activity of the Bank, including, but not limited to, in the field of anti-money laundering and countering financing of terrorism, proliferation of weapons of mass destruction, as well as in the field of anti-money laundering and combating terrorism.

### **3.2. The Lessee shall be entitled:**

3.2.1. grant the right to use the safe deposit box (cell) to a trustee;

3.2.2. in case of loss of the electronic card, key, violation of confidentiality of the PIN-code on the basis of a written application in the form of Annex 4 to the Agreement to replace the lock of the safe deposit box (cell), electronic card, PIN-code by paying the corresponding fee to the Bank;

3.2.3. have free access to the safe deposit box (cell) during the time specified in the Agreement;

3.2.4. unilaterally cancel the performance of the Agreement, release the safe deposit box (cell) and hand over the key, electronic card to an authorized employee of the Bank. In this case, the cost of safe deposit box (cell) rental for the remaining lease term shall not be refunded.

### **3.3. The Bank shall:**

3.3.1. to ensure the integrity and safety of the safe deposit box (cell) during the whole term of the Agreement;

3.3.2. to provide the Lessee with the safe deposit box (cell) in good condition, suitable for use for the purposes stipulated by the Agreement;

3.3.3. to provide free access of the Lessee to the safe deposit box (cell) for putting valuables and documents into the safe deposit box (cell) or taking them out of the safe deposit box (cell) at the time stipulated by the Agreement. At that, simultaneous presence of several lessees of safe deposit boxes (cells) in the safe depository is prohibited;

3.3.4. to notify the Lessee about the circumstances that may lead to destruction or damage of valuables and documents in the safe deposit box (cell) within 3 (three) business days from the day of their detection;

3.3.5. to familiarize the Lessee with the effective Tariffs, including the amount of penalties upon conclusion of the Agreement;

3.3.6. to guarantee the safety of bank secrecy (information about the Lessee and persons specified in sub-clause 3.1.10. of clause 3.1. of the Agreement, about the fact of safe deposit box (cell) lease, safe deposit box (cell) number, except for the cases stipulated by the legislation of the Republic of Kazakhstan and the Agreement;

3.3.7. to take all measures not later than 1 (one) business day to eliminate technical failures, as a result of which the Lessee's access to the safe deposit box (cell) became impossible;

3.3.8. to provide a contact/responsible person (from among the employees of the Bank) to receive the information of the Lessee on loss of the key or electronic card, on violation of confidentiality of PIN-code during the business day of the Bank.

#### **3.4. The Bank shall be entitled:**

3.4.1. to set the Tariffs independently. To unilaterally change the Tariffs, of which the Lessee shall be informed by placing the relevant information in the branches (additional premises of the branches) in places available for the review of the Lessee, as well as on the Internet resource of the Bank ([www.jusan.kz](http://www.jusan.kz)) not later than 5 (five) business days prior to enactment of such changes;

3.4.2. to request from the Lessee any documents and information necessary for the compliance by the Bank with the requirements of the legislation of the Republic of Kazakhstan, and other necessary requirements established by international/interstate treaties/agreements, legislation of foreign states and/or acts of international organizations affecting the Bank's activity, including, but not limited to, in the sphere of anti-money laundering and anti-terrorism financing, proliferation of weapons of mass destruction, as well as in the sphere of combating legalization (laundering) of proceeds of crime and financing of terrorism.

3.4.3. to implement the measures stipulated in Section 5 of the Agreement without waiting for the Lessee's response in case of any threat of destruction or damage of valuables and/or documents in the safe deposit box (cell) of the Lessee;

3.4.4. to terminate the Agreement ahead of time (to refuse to fulfill the Agreement unilaterally out of court), requiring the Lessee to vacate the safe deposit box (cell), surrender the key and electronic pass, if the Lessee has used the safe deposit box (cell) in violation of the requirements of sub-clauses 3.1.3., 3.1.6. of clause 3.1. of the Agreement (such violation is considered to be a material breach of the Agreement), despite the Bank's written warning to stop such actions. In this case, the rental cost of the safe deposit box (cell) for the remaining lease term shall not be refunded;

3.4.5. to refuse to provide services in cases and in accordance with the procedure stipulated by the legislation of the Republic of Kazakhstan, including but not limited to anti-money laundering and anti-terrorism financing, proliferation of weapons of mass destruction, international/interstate treaties/agreements, legislation of foreign states affecting the Bank's activities, acts of international organizations, decisions of courts and other competent authorities of foreign states, as well as in the presence of any sanctions or restrictions imposed by foreign/international/national organizations, including but not limited to the United Nations (UN), Financial Action Task Force on Money Laundering (FATF), authorized bodies of the USA, Great Britain, European Union countries;

3.4.6. to terminate business relations with the Lessee in case the Lessee fails to provide the data and information required to verify the accuracy and update the data on the Lessee (its representative and/or beneficial owners), as well as in case of suspicion in the process of servicing the Lessee that the business relations are used by the Lessee for the purposes of legalization (laundering) of proceeds of crime or terrorism financing, stipulated by the anti-money laundering and anti-terrorist financing legislation of the Republic of Kazakhstan and internal documents of the Bank, as well as if there is a reason that business relations are used to evade sanctions restrictions imposed by foreign/international/national organizations, including

but not limited to the United Nations (UN), Financial Action Task Force on Money Laundering (FATF), authorized bodies of the USA, Great Britain, European Union countries;

3.4.7. to submit to the Lessee a claim for reimbursement of the cost of expenses incurred by the Bank related to the breakdown of the functioning of the robotic system of the safe depository due to the incorrect/inappropriate use of the safe deposit box (cell) by the Lessee.

#### **4. Liability of the Parties, grounds for exclusion of liability**

##### **4.1. The Bank is responsible for:**

- 1) non-fulfillment/ improper fulfillment of the Agreement within the limits established by the legislation of the Republic of Kazakhstan and the Agreement;
- 2) disclosure of banking secrets defined by the Law of the Republic of Kazakhstan "On Banks and Banking Activities in the Republic of Kazakhstan";
- 3) failure to ensure integrity and safety of the safe deposit box (cell);

##### **4.2. The Bank is not responsible for:**

- 1) the placement by the Lessee or its representative in the safe deposit box (cell) of things, valuables and documents, the possession and/or placement of which by the Lessee or its representative in the safe deposit box (cell) is (will be) recognized as illegal, as well as for any damage caused to the Bank and/or third parties, as a result of or due to such possession and/or their placement in the safe deposit box (cell) of the Bank;
- 2) safety of valuables and documents in the safe deposit box (cell), if the Lessee has not notified the Bank about loss of the key and/or electronic card, violation of confidentiality of PIN-code, as well as in case of transfer of the key, electronic card, PIN-code to third parties or has notified untimely in violation of sub-clause 3.1.12. of clause 3.1. of the Agreement;
- 3) release of the contents of the safe deposit box (cell), in case of foreclosure on the basis of the court decision on money and other property of the Lessee, located in the safe deposit box (cell), as well as in cases of withdrawal, including temporary, of property from the safe deposit box (cell) by authorized bodies/persons in accordance with the procedure established by the legislation of the Republic of Kazakhstan;
- 4) the damage caused to the Lessee as a result of non-fulfillment and/or improper fulfillment by the Lessee of the obligations stipulated by the Agreement;
- 5) loss, shortage or damage of the thing in the safe deposit box (cell), if the loss, shortage or damage of the thing is caused by force majeure or properties of the thing itself, or intent or gross negligence of the Lessee;

4.3. In any case, the liability of the Bank in case of violation of the terms and conditions of the Agreement shall be limited to the amount of real damage caused to the Lessee and confirmed by the latter with documents.

##### **4.4. The Lessee is responsible for:**

- 1) late payment of the safe deposit box (cell) lease fee in the form of a fine for late payment of the safe deposit box (cell) lease fee according to the Tariffs effective on the date of the fine accrual;
- 2) damage caused to the Bank due to loss of the key, electronic card, violation of PIN code confidentiality or lock breakage due to (in connection with) actions/inaction of the Lessee or transfer of the key, electronic card, PIN code to third parties;
- 3) placement in the safe deposit box (cell) of things, valuables and/or documents, the possession of which by the Lessee or its representative and/or placement in the safe deposit box (cell) is (will be) recognized as illegal, as well as for any damage caused to the Bank and/or third parties as a result of and/or due to such possession and/or placement in the safe deposit box (cell) of the Bank;
- 4) placement in the safe deposit box (cell) of things prohibited for storage, explosives and flammable substances, ammunition, firearms, gas and cold weapons, chemical, poisonous radioactive, toxic and other poisonous substances capable of having a harmful effect on the human body and the environment, narcotic and psychotropic substances, living organisms and items of biological origin, food and other items, items subject to spoilage or causing spread of vermin, items and substances withdrawn from civil turnover or restricted in civil turnover in accordance with the legislation of the Republic of Kazakhstan, items which by their properties

may cause any damage to the safe deposit box (cell), including its inoperability, and (or) causing damage to the Bank/other customers, and (or) which by their properties are not subject to storage in the safe deposit box (cell); other property capable of causing damage to the Bank and/or harm to the employees of the Bank and/or its customers;

5) damage caused to the Bank and/or third parties by violations of the terms and conditions of the Agreement, as well as by the properties of the thing in the safe deposit box (cell);

6) unreliability of documents submitted to the Bank, as well as for improper use of the safe deposit box (cell);

7) damage and consequences that may arise when the Bank premises where the safe deposit box (cell) is located are visited by any person possessing the means of access to the safe deposit box (cell) (electronic card, key) received from the Lessee;

8) violation of other terms and conditions of the Agreement and/or rules of using the safe deposit box (cell), with which the Lessee was familiarized by the Bank, including verbally, in the form of penalty(s) according to the Tariffs effective on the date of penalty calculation (if provided), and/or in the amount of damage caused to the Bank.

### **5) Forced opening of safe deposit box (cell)**

5.1. The Bank shall be entitled to forcefully open the safe deposit box (cell) in the presence of the Bank's committee and draw up an opening act:

1) in case the Lessee fails to comply with any condition of the Agreement on the use of the safe deposit box (cell);

2) in case of the Lessee's failure to visit the Bank after 3 (three) months from the date of completion of the safe deposit box (cell) lease term;

3) on the basis of acts (documents) of courts, authorized state bodies, official of a state body, bailiff having the right to make decisions on forced seizure of the contents in the safe deposit box (cell) leased by the Lessee in accordance with the legislation of the Republic of Kazakhstan;

4) in other cases stipulated by the legislation of the Republic of Kazakhstan and/or the Agreement.

5.2. In case of the Lessee's failure to appear on the day of expiration of the safe deposit box (cell) lease term, the Bank shall, within 10 (ten) business days from the day of expiration of the safe deposit box (cell) lease term, send to the Lessee a notice of forced opening of the safe deposit box (cell), as well as the necessity to pay the penalty for late payment of the safe deposit box (cell) lease fee for the lock replacement (in case the Lessee fails to come to the Bank within the term specified in the notice with the key to the safe deposit box (cell) for its voluntary release), other accrued fees/fines (if any) by registered mail to the details specified in the Statement of Accession. If the Lessee has not notified the Bank about the change of details in accordance with the procedure stipulated by the Agreement, it shall be deemed duly notified.

5.3. In case of forced opening of the safe deposit box (cell) by the Bank due to the failure of the Lessor to return (release) the safe deposit box (cell), the Lessee shall pay the Bank a fee for opening and replacing the lock of the safe deposit box (cell) in the amount established by the Tariffs as of the day of forced opening of the safe deposit box (cell).

5.4. Valuables removed from the safe deposit box (cell), except for perishable/non-perishable items, including items that may cause damage to the property of the Bank and/or harm to its employees, shall be transferred to the storeroom of the Bank for safekeeping, without charging a fee for storing valuables in the storeroom of the Bank.

### **6) Relocation of the automated safe deposit box bank depository**

6.1. When carrying out works on improvement of the automated safe depository and/or safe deposit box (cell), as well as in connection with relocation of the automated safe depository to other premises, the Bank shall be entitled to suspend or terminate safe deposit box operations. In this case the Bank shall not later than 30 (thirty) calendar days prior to the works/suspension or termination of safe deposit box operations, the Bank shall notify the Lessee thereof and invite the Lessee to move or remove valuables from the safe deposit box (cell).

6.2. If there is a free safe deposit box (cell), the Bank offers to replace the safe deposit box (cell) to be vacated with a safe deposit box (cell) located in the same or another room,



observing the procedure stipulated in the Agreement, in case of replacing the safe (cell) at the initiative of the Lessee.

If the Lessee does not agree with the conditions offered by the Bank, or if the new safe deposit box (cell) cannot be provided, the Lessee is entitled to refuse from further execution of the Agreement and notify the Bank thereof in writing. In this case, the Bank shall refund the lease price (safe deposit box) for the remaining lease term of the safe deposit box (cell).

6.3. If the Lessee fails to appear to the Bank within the terms specified in the notice and there are no grounds provided for by the legislation of the Republic of Kazakhstan preventing forced opening of the safe deposit box (cell), the Bank shall perform forced opening of the safe deposit box (cell) before moving the safe deposit box (cell) in the manner provided for by Section 5 of the Agreement: in the presence of the committee of the Bank with drawing up the opening act and further transfer of valuables to the storage room of the Bank for responsible storage.

6.4. In case of forced opening of the safe deposit box (cell) by the Bank due to the failure of the Lessee to return (release) the safe deposit box (cell), the Lessee shall pay the Bank a fee for replacing the lock of the safe deposit box (cell) in the amount established by the Tariffs as of the day of forced opening of the safe deposit box (cell).

### **7) Стоимость аренды сейфа (cell), комиссии и штрафы**

7.1. For the lease of the safe deposit box (cell), as well as for the provision of other services under the Agreement, the Lessee shall pay to the Bank the cost (fees) according to the Tariffs effective at the moment of the transaction or service provision. At the same time, the cost of safe deposit box (cell) lease shall be charged as a lump sum on prepayment terms for the whole lease term before the safe deposit box (cell) is provided to the Lessee. Payment of the safe deposit box (cell) lease fee, fees for other services provided by the Bank under the Agreement, as well as penalties shall be made by withdrawal (debiting) by the Bank from all bank accounts of the Lessee opened with the Bank. The Lessee hereby gives its unconditional and irrevocable consent to the Bank to write off money by direct debit from any bank accounts of the Lessee opened with the Bank in cases stipulated by the Agreement. Withdrawal (debiting) from the bank accounts of the Lessee of the amount of money in a currency other (than the currency of the Lessee's obligation) is made at the option of the Bank at the exchange rate set by the Bank, with charging at the expense of the Lessee the amounts of the conversion fee in accordance with the Tariffs (including withholding the conversion fee from the converted amount). At the discretion of the Bank, the Lessee may pay the cost of safe deposit box (cell) lease, fees for other services provided by the Bank, penalties under the Agreement in cash.

7.2. The safe deposit box (cell) lease term shall be specified in the Statement of Accession.

7.3. If the Lessee fails to vacate the safe deposit box (cell) upon expiration of the rental period, the Lessee shall pay the Bank a penalty for late payment of the safe deposit box (cell) lease fee for each calendar day of delay in accordance with the Tariffs effective on the date of penalty accrual.

7.4. In case of forced opening of the safe deposit box (cell) by the Bank due to the failure of the Lessor to return (release) the safe deposit box (cell), the Lessee shall also pay the Bank a fee for opening and replacing the lock of the safe deposit box (cell) in the amount established by the Tariffs as of the day of forced opening of the safe deposit box (cell).

### **8) Access to the safe deposit box (cell)**

8.1. Access to the safe deposit box (cell) of the Lessee is open round the clock on any calendar day. At the same time, the representative of the Lessee at the first visit should come with the original Power of Attorney to the Bank on business days before 5 PM local time to be registered in the system of the Bank, to receive an electronic card and assign a PIN-code, as well as to provide biometric data (palm biometrics). Without registration of the authorized person and provision of his/her biometric data, the access of the authorized person to the automated safe depository is impossible.

8.2. Conclusion of the Agreement, as well as extension of its validity term is possible during the business hours during which the Bank provides services to the Lessees. Early termination of the Agreement is possible only during the business hours during which the Bank

provides operational services to the Lessees. Information on the business hours of the Bank is posted in the branches (additional premises of the branches) in places available for the view of the Lessee, as well as on the website of the Bank ([www.jusan.kz](http://www.jusan.kz)).

## **9) Force Majeure Circumstances**

9.1. The Parties shall be released from liability for partial or full non-fulfillment of obligations under the Agreement, if non-fulfillment and/or improper fulfillment of obligations was a consequence of force majeure circumstances that arose after conclusion of the Agreement as a result of extraordinary events that the Parties could neither foresee nor prevent by reasonable measures.

9.2. Force majeure circumstances include events which the Party cannot influence and for the occurrence of which it is not responsible (including, but not limited to: both natural phenomena of natural character, e.g. earthquakes, floods, fires, etc., and related consequences, e.g. damage to power lines, and public phenomena in the form of rallies, strikes, demonstrations, public disturbances, etc.).

9.3. The Party referring to such circumstances shall be obliged to inform the other Party of their occurrence in writing within 10 (ten) calendar days from the date of occurrence, and at the request of the other Party a document issued by a competent authority shall be presented to confirm the occurrence of such circumstances.

9.4. The Party referring to force majeure circumstances shall be obliged to inform the other Party in writing about termination of such circumstances within 3 (three) calendar days.

9.5. The term of fulfillment of obligations under the Agreement shall be postponed proportionally to the time during which such circumstances and their consequences are in effect.

9.6. If the force majeure circumstances continue for more than 30 (thirty) calendar days after their occurrence, the Parties shall have the right to terminate the Agreement by mutual agreement, with the interested Party notifying the other Party in writing no later than 10 (ten) business days prior to the date of such termination.

## **10. Term of validity of the Agreement and procedure for amending the Agreement**

10.1. The Agreement shall enter into force from the date of signing by the Lessee and acceptance by the Bank (by marking the Bank) of the Statement of Accession, which is an integral part of the Agreement and confirms the fact of conclusion of the Agreement. The Agreement shall be in force until the Parties fulfill their obligations thereunder in full.

10.2. The Agreement may be terminated:

- by written agreement of the Parties;
- on the initiative of the Lessee in connection with unilateral refusal from fulfillment of the Agreement, in cases and according to the procedure stipulated by the Agreement;
- on the initiative of the Bank in connection with unilateral refusal from the fulfillment of the Agreement, in cases and according to the procedure stipulated by the Agreement;
- in other cases stipulated by the Agreement.

10.3. The Bank is entitled to unilaterally amend and/or supplement the Agreement without prior agreement with the Lessee. The Bank shall inform the Lessee about the amendments and/or additions made to the Agreement by posting information on the Internet resource of the Bank ([www.jusan.kz](http://www.jusan.kz)) and/or the branches of the Bank (additional premises of the branches) in a place available for review at least 5 (five) business days before such amendments and/or additions enter into force.

10.4. The failure of the Lessee to submit to the Bank an application on non-acceptance of the terms and conditions of the Agreement taking into account the introduced amendments and/or additions within 5 (five) business days from the date of informing the Lessee on introduction of amendments and/or additions to the Agreement shall mean the consent of the Lessee to the new (amended/added) version of the Agreement and accession to it as a whole taking into account the introduced amendments and/or additions (in this case no additional documents are required to be signed by the Lessee).

10.5. After making amendments and/or additions to the Agreement, it shall continue to be in force in the amended/added form.

10.6. In case of changes in the legislation of the Republic of Kazakhstan, before making amendments and additions to the Agreement in accordance with the procedure



established by clauses 10.3.-10.5. of the Agreement, the Parties shall be guided by the relevant provisions of the legislation of the Republic of Kazakhstan.

10.7. The Safe deposit box (cell) rental period may be extended on the basis of the application of the Lessee on extension of the safe deposit box (cell) lease term, in the form according to Annex 5 to the Agreement 3 (three) business days prior to the end of the current safe deposit box (cell) lease term. At the same time, the terms and conditions of the safe deposit box (cell) lease from the date of extension of the lease term shall be established in accordance with the standard terms and conditions of the safe deposit box (cell) lease established by the Bank and effective on the date of extension. The application of the Lessee on extension of the safe deposit box (cell) lease term is an integral part of the Agreement and a document confirming the familiarization and acceptance by the Lessee of the safe deposit box (cell) lease terms and conditions effective on the date of lease term extension.

## **11. Dispute settlement procedure**

11.1. Disagreements and disputes arising under the Agreement shall be considered by the Parties independently on a preliminary basis through negotiations in order to develop mutually acceptable solutions.

11.2. Issues not settled by the Agreement, but arising from it or related to it, shall be regulated by the legislation of the Republic of Kazakhstan.

11.3. All disputes related to the Agreement not settled by negotiations shall be subject to consideration in the courts of the Republic of Kazakhstan at the location of the Bank or its branch (except for cases when exclusive jurisdiction is established in accordance with the requirements of the Civil Procedure Code of the Republic of Kazakhstan).

## **12. Confidentiality**

12.1 Any information transferred by the Parties to each other in connection with the Agreement, as well as the fact of conclusion of the Agreement itself, shall be confidential information and may not be disclosed to third parties without prior written consent of the other Party, unless otherwise follows from the requirements of the legislation of the Republic of Kazakhstan or the terms and conditions of the Agreement.

12.2 The Bank shall not be liable for the damage caused to the Lessee if confidentiality was violated due to the actions/inactions of the Lessee (and/or in connection with them) or confidential information was known or became known to the third parties from other sources.

12.3 By submitting the Application on joining, the Lessee agrees that during the term of validity of the Agreement, the Bank has the right to demand disclosure of any information in accordance with the provisions of the legislation of the Republic of Kazakhstan, internal documents of the Bank, establishing the necessity of observance of the level of information disclosure fixed in them, and the Lessee undertakes to provide the Bank, upon its first request, with any information within the terms established by the Bank.

12.4 By submitting the Application on joining, the Lessee unconditionally and irrevocably authorizes the Bank to provide, on the basis of the Agreement without any additional consent of the Lessee, the following third parties:

- 1) persons who are major participants of the Bank, affiliated persons of the Bank;
- 2) to authorized state bodies, courts, law enforcement bodies (including inquiry and/or preliminary investigation bodies, national security bodies) upon their request, or in case of the Lessee's breach of obligations to the Bank, or in case of the Lessee's breach of the legislation of the Republic of Kazakhstan;
- 3) to any third parties to whom the Bank assigns its claim rights under the Agreement - all and any information related to the Lessee and/or the Agreement and/or other agreements concluded between the Bank and the Lessee, including terminated ones, constituting a banking secret as defined by the legislation of the Republic of Kazakhstan, as well as commercial or other secret protected by law;
- 4) any third parties hired or to be hired in the future by the Bank, shareholders of the Bank and/or affiliates of the Bank to perform analytical surveys, other services, including, but not limited to, debt recovery, consulting, legal, audit and other services, to enable such third parties to fulfill their obligations to the Bank, shareholders of the Bank and/or affiliates of the

Bank, as well as to perform their functions under the laws of the Republic of Kazakhstan, - any information related to the Lessee and/or the Agreement and/or other agreements concluded between the Bank and/or the Lessee and/or third parties, including terminated ones, constituting a banking secret as defined by the legislation of the Republic of Kazakhstan, as well as commercial or other secret protected by law, which is necessary and sufficient for proper provision of services to the Bank, shareholders of the Bank and/or affiliates of the Bank, as well as for realization of its functions within the framework of the legislation of the Republic of Kazakhstan;

5) authorized state bodies of the Republic of Kazakhstan, foreign tax authorities, including US tax authorities (IRS) and foreign tax agents - any information related to the Lessee and/or the Agreement and/or other agreements concluded between the Bank and the Lessee, including those that have been terminated, constituting bank secrecy, as defined by the legislation of the Republic of Kazakhstan, as well as commercial and/or other secrets protected by law, in order to implement the requirements defined by the Foreign Account Tax Compliance Act (FATCA) of the United States of America.

12.5. The Lessee (an individual) hereby grants the Bank his/her unconditional consent to the collection by the Bank from all (any) sources and processing, distribution by the Bank of any information about the Lessee, including information constituting banking and other secret protected by law, personal data of the Lessee (his/her representative) (hereinafter referred to as the Information), in order to conclude and within the framework of execution of the Agreement and/or other transactions with the Bank, including proper fulfillment by the Lessee of its obligations thereunder, as well as in connection with the occurrence or possibility of occurrence between the Bank, the Lessee and (or) any third parties, including the circumstances or relations with which the Lessee and (or) the Bank are connected by circumstances or relations, any relations, including, but not limited to, those related to: provision of banking and other services, including performance of any actions/transactions (on assessment and (or) insurance (if provided), etc.) before and during their provision; sending notices, demands, as well as informing, including about the services of the Bank; requesting and receiving any information and data; assignment of claim rights; as well as in other cases in which there is/is a need to collect, process and disseminate Information, within the period necessary for the Bank to fulfill all contractual obligations and/or obligations under the laws of the Republic of Kazakhstan and/or other requirements binding upon the Bank, including (but not limited to) obligations to retain information and/or documents; obligations to comply with requirements in the field of anti-money laundering, financing of terrorism and proliferation of weapons of mass destruction.

The Lessee hereby warrants that it possesses the necessary duly executed consents of individuals (his/her authorized representatives) corresponding to the above conditions for transferring to third parties, including the Bank, collection and processing of Information (related to such individuals) by the Bank, including distribution and cross-border transfer of such Information. If necessary, determined by the Bank, the Lessee shall provide the Bank with documentary evidence of the consents collected by the Lessee from the subjects of personal data. If any measures are applied to the Bank for violation of the legislation of the Republic of Kazakhstan on personal data, the Lessee undertakes to reimburse the Bank, at the first request of the Bank, for any expenses and losses incurred by the Bank.

12.6. Collection, processing and distribution of Information shall be carried out at the discretion of the Bank by any means not contradicting the legislation of the Republic of Kazakhstan.

The Bank, based on the above consent of the Lessee, shall be entitled to:

1) transfer Information to authorized state bodies and any other persons, when the Bank is obliged or entitled to perform such actions in accordance with the requirements of the legislation, concluded agreements and in other cases;

2) carry out cross-border transfer of Information, including in accordance with sub-clause 1) of clause 3 of Article 16 of the Law of the Republic of Kazakhstan "On Personal Data and their Protection" (hereinafter - the Law);

3) disseminate Information, including in accordance with clause 2 of Article 15, clause 2 of the Law;

4) determine independently the conditions of access to Information;

5) keep the Information on any media within the storage period established by the legislation of the Republic of Kazakhstan and internal documents of the Bank after termination of legal relations with the Bank.

The Bank shall not be obliged to notify anyone about the actions taken by the Bank to collect, process and transfer Information to any third parties.

12.7. The Lessee undertakes to inform the Bank in writing within 3 (three) business days about the new Information, any changes and/or additions to the Information transferred by it to the Bank, providing the Bank with relevant supporting documents for the Bank to make changes and (or) additions to the Information.

### 13. Final provisions

13.1. The Agreement represents the entire understanding of the Parties in connection with its subject matter and supersedes all previous written or oral agreements or understandings between the Parties with respect to the terms and conditions of the Agreement.

13.2. The Bank shall have the right to assign or transfer any rights or obligations under the Agreement if it does not contradict the legislation of the Republic of Kazakhstan. Such assignment, transfer or transfer does not require additional consent of the Lessee.

13.3. The Lessee shall not be entitled to assign or transfer any of its rights or obligations arising in connection with the Agreement without prior written consent of the Bank.

13.4. The Agreement shall be binding on the Parties, their legal successors and authorized representatives.

13.5. If any provision of the Agreement becomes invalid, void or illegal, this shall not affect the validity and legality of the remaining provisions of the Agreement. In such cases, the Parties shall make every effort to replace the invalid provision with a new legally valid one.

13.6. In case the third party to whom the Bank has assigned/transferred the rights or obligations under the Agreement has appropriate internal procedures necessary to prevent the third party from being involved in criminal activities and money laundering schemes, such as money laundering, terrorism, fraud, corruption, etc., or such procedures are established by the legislation of the country of residence of such third party, the Lessee undertakes, upon the first request of such third party, to comply with the provisions of the Agreement within the timeframe established by such third party.

13.7. By submitting the Statement of Accession, the Lessee confirms that:

1) all information provided by the Lessee for the purposes of conclusion and execution of the Agreement is/will be true, complete and accurate;

2) conclusion of the Agreement does not contradict and will not contradict any agreements to which the Lessee is a party, as well as any other requirements which the Lessee is obliged to observe or which are applicable to it, including the legislation of the Republic of Kazakhstan and the legislation of the country of residence of the Lessee.

13.8. The Lessee acknowledges and agrees that the Bank is actively working to prevent the involvement of the Bank in criminal activities and money laundering schemes, such as money laundering, terrorism, fraud, corruption, etc. The performance standards of the Bank are aimed at preserving and protecting the reputation of the Bank and ensuring that the faith of lessees in the integrity of the Bank is not undermined in any way. In this regard, the Bank, at its discretion, establishes certain requirements for lessees, transactions and operations performed by the Bank's lessees, which may be amended from time to time. Thus, the Bank may establish criteria by which this or that lessee of the Bank or this or that transaction or operation of the Bank's lessee may be categorized as unusual/suspicious lessees and/or transactions/transactions.

13.9. In performing their obligations under the Agreement, the Parties, their affiliates, employees or intermediaries:

1) do not pay, offer to pay or authorize the payment of money or valuables, directly or indirectly, to any persons in order to influence the actions or decisions of such persons to obtain any undue advantage or other improper purpose;

2) do not carry out actions qualified by the legislation of the Republic of Kazakhstan applicable for the purposes of the Agreement as giving/receiving a bribe, commercial bribery, corruption.

13.10 Each of the Parties shall refuse to stimulate in any way the employees/representatives of the other Party, including by giving money, gifts, gratuitous

performance of works (services) to them and other methods not listed in this clause, which make the employee/representative of the other Party dependent and aimed at ensuring performance by this employee/representative of the other Party of any actions in favor of the Party stimulating him/her.

The actions of the Bank's employee performed in favor of the Lessee stimulating this employee by the abovementioned means shall mean:

- 1) granting the Lessee unjustified advantages in comparison with other lessees of the Bank;
- 2) providing the Lessee with any guarantees not provided for by the legislation and internal documents of the Bank;
- 3) acceleration of existing procedures;
- 4) other actions of the employee contrary to the internal documents of the Bank and the principles of transparency and openness of relations between the Parties.

13.11 The order of sections, section titles and other headings contained in the Agreement are used for convenience and do not contain any limitations, characterizations or interpretations of any provisions of the Agreement.

13.12. The Parties shall be guided by the legislation of the Republic of Kazakhstan in respect of the issues not regulated by the Agreement.

13.13 The Agreement is drawn up in Kazakh, Russian and English languages. In case of discrepancy between the texts of the Agreement in the Kazakh, Russian and English languages, the Parties shall be guided by the text of the Agreement in the Russian language.

13.14 At the request of the Lessee, the Agreement shall be handed over to it at its conclusion for convenience of application, execution and observance. In case the Lessee wishes to receive other services provided by the Bank, except for those stipulated in the Agreement, it is required to conclude separate agreements for provision of respective services, as well as to comply with other requirements stipulated by the regulatory legal acts of the Republic of Kazakhstan and/or internal policies, standards, procedures, other internal documents of the Bank.

13.15 All notices to be sent in accordance with the terms and conditions of the Agreement shall be sent at the discretion of the Bank in one of the following ways: by postal address/fax number/e-mail address/by sending SMS-message to the phone number of the Lessee specified in the Statement of Accession or by other ways agreed by the Parties, including remote communication channels.

**Location and details of the Bank:**

242 Nursultan Nazarbayev, Medeu district, Almaty, A26F8T9, Republic of Kazakhstan

BIN 920140000084

IIC KZ48125KZT1001300336

at RSE «National Bank of the Republic of Kazakhstan»

BIC TSESKZKA

Phones: +7 7172 58 77 11 (single number for 16 cities of the Republic of Kazakhstan), 8 800 080 252 25 (free call from landlines) or 7711 (free call from mobile phones)

Fax: +7 7172 77 01 95

E-mail: info@jusan.kz

Official website: www.jusan.kz

**STATEMENT  
of Accession to the safe deposit box (cell) lease agreement  
in the automated safe depository bank**

**Full name of the Lessee** \_\_\_\_\_  
(hereinafter - the Lessee)

**IIN:**

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**Identification document:**

- Identity card of a citizen of the Republic of Kazakhstan
- Passport of a citizen of the Republic of Kazakhstan
- Foreigner residence permit in the Republic of Kazakhstan
- Stateless person identification document
- Birth certificate
- Foreign passport

Series and number of the identity document \_\_\_\_\_

Date of issue « \_\_\_ » \_\_\_\_\_

Expiry date « \_\_\_ » \_\_\_\_\_

Issuing authority:  MIA of RK  MJ of RK  Other \_\_\_\_\_

**Residency indicator:**  Resident  Non-resident Country of residence \_\_\_\_\_

**Residence address:** \_\_\_\_\_

**Contact numbers:** \_\_\_\_\_

**E-mail (website):** \_\_\_\_\_

In accordance with Article 389 of the Civil Code of the Republic of Kazakhstan, by this Statement of Accession, the Lessee accepts the terms and conditions of the Safe deposit box (cell) lease agreement in the automated safe depository bank (hereinafter referred to as the Agreement), in the version posted on the Internet resource of "First Heartland Jusan Bank" Joint Stock Company (hereinafter referred to as the Bank) at [www.jusan.kz](http://www.jusan.kz) as of the date of signing the Statement, and confirms that:

1) the Agreement has been read, understood and accepted by Lessee in its entirety, without any comments or objections, and does not contain any terms and conditions onerous to Lessee which, based on reasonably understood interests of Lessee, would not be accepted;

2) this Statement and the Agreement shall constitute a single document;

3) agrees to unilaterally amend and supplement the Agreement by the Bank by posting the Agreement in a new version, taking into account the amendments and/or supplements made, on the website of the Bank at [www.jusan.kz](http://www.jusan.kz) and undertakes to familiarize himself/herself with the information on amendments/additions to the Agreement posted by the Bank on the website of the Bank ([www.jusan.kz](http://www.jusan.kz));

4) is not entitled to refer to the absence of signature on the Agreement as a proof that the Lessee has not read/accepted the Agreement, if the Bank has this Statement signed by the Lessee (its authorized representative);

5) the Bank has provided comprehensive information on: the tariffs of the Bank, terms and conditions of banking services under the Agreement, list of documents required for



conclusion of the Agreement, liability and possible risks in case of non-fulfillment of obligations under the Agreement;

6) familiarized with and agrees with the tariffs (fees) of the Bank and the amount of penalties (fines) posted on the website of the Bank ([www.jusan.kz](http://www.jusan.kz)) (hereinafter referred to as the Tariffs), as well as agrees with the right of the Bank to unilaterally change the Tariffs and undertakes to familiarize himself/herself with the information on changes/additions to the Tariffs posted by the Bank on the website of the Bank ([www.jusan.kz](http://www.jusan.kz)).

**In this regard, Lessee is requesting to rent a safe deposit box (cell):**

small:                       medium:                       large:

**with a lease term:** \_\_\_\_\_

**With/without providing (*delete unnecessary*) the Lessee's palm biometrics.**

Hereby the Lessee/his authorized representative (hereinafter referred to as the subject of personal data), guided by the Law of the Republic of Kazakhstan "On personal data and their protection", provides the Bank with unconditional consent for collection, processing (including transfer to third parties), including trans-border transfer, of all information related to him/her, including his/her personal data, including biometric data, recorded on electronic, paper and any other media, for the purposes of banking and/or other services of the Lessee (without distribution to the Bank). The period during which this consent is valid: until it is revoked by the subject of personal data. The consent of the Lessee may be withdrawn on condition of termination of legal relations between the Lessee and the Bank, except for cases stipulated by the legislation of the Republic of Kazakhstan and the Agreement.

**Lessee** \_\_\_\_\_  
(Last name, first name, patronymic (if available))                      (signature)

«\_\_» \_\_\_\_\_ 20\_\_

**FOR BANK USE ONLY**

«First Heartland Jusan Bank» Joint Stock Company  
242 Nursultan Nazarbayev, Medeu district, Almaty, A26F8T9, Republic of Kazakhstan  
BIN 920140000084  
IIC KZ48125KZT1001300336 at RSE "National Bank of the Republic of Kazakhstan"  
BIC TSESKZKA, KBE – 14

Operations Department/Additional premises No. \_\_\_\_\_ branch of "First Heartland Jusan Bank" Joint Stock Company with an address of: \_\_\_\_\_

Safe deposit box (cell) lease agreement in an automated safe depository bank No. \_\_\_\_\_ dated «\_\_» \_\_\_\_\_ 20\_\_,

On the basis of this Statement of Accession, a safe deposit box shall be opened to the Lessee (cell):

Size of safe deposit box (cell)	Key number of safe deposit box (cell)	Electronic card number	Safe deposit box number (cell)

This Statement of Accession has been accepted, the Lessee has been identified, the documents for leasing the safe deposit box (cell) have been checked.

«\_\_» \_\_\_\_\_ 20\_\_

Contractor: \_\_\_\_\_  
(Last name, first name, patronymic (if available))

\_\_\_\_\_  
(signature, stamp (if any))



**Act of safe deposit box (cell) No. \_\_\_ for lease on the basis of the safe deposit box (cell)**  
**lease agreement in the automated safe depository bank**  
**No. \_\_\_ dated « \_\_\_ » \_\_\_ 20 \_\_\_**

(specify city) city \_\_\_\_\_

\_\_\_\_\_ 20\_\_\_

«**First Heartland Jusan Bank**» **Joint Stock Company**, hereinafter referred to as «**Bank**», on the one hand, and **Mr. (Mrs.)**, on the other hand, and **Mr. (Mrs.)**, on the other hand, **Mr. (Mrs.)**, on the basis of the *document on the basis of which* the authorized *representative acts*, on the one hand, and **Mr. (Mrs.)**, on the other hand, hereinafter referred to as the "*Lessee*"; have drawn up this Act of leasing safe deposit box (cell) No. \_\_\_ (hereinafter referred to as the "Act") on the following:

1. The Bank transferred and the Lessee received for temporary use:
  - 1) safe deposit box (cell) No. \_\_\_ (size of the cell: height \_\_, width \_\_, depth \_\_), 1 (one) cassette located in the safe deposit box (cell) in the automated safe bank depository designed for storage of the Lessee's valuables;
  - 2) serviceable 1 (one) key No. \_\_\_\_\_ to safe deposit box (cell) No. \_\_\_;
  - 3) a valid electronic card to enter the safe depository.
2. Safe deposit box (cell), key and electronic card have no visible damage:
  - 1) the door closes tightly without hindrance or difficulty;
  - 2) the lock is opened and closed with the key without any hindrances and difficulties;
  - 3) the electronic card is in working condition, not demagnetized, the entrance to the safe depository is accomplished without hindrances and difficulties.
3. The Lessee has no claims to the quality (condition) of the transferred safe deposit box (cell), key and electronic card.
4. This Act is drawn up and signed in two identical copies in Kazakh, Russian and English languages, each of which is considered an original and has the same legal force, one copy in Kazakh, Russian and English languages for each of the Parties. In case of discrepancy of the text of the Act in the Kazakh, Russian and English languages, the Parties shall be guided by the text of the Act in the Russian language.
5. This Act shall be an integral part of the safe deposit box (cell) lease agreement in the automated safe depository bank.

Transferred by: \_\_\_\_\_  
(Full name, signature of the authorized employee of the Bank)

Accepted by: \_\_\_\_\_  
(Full name, signature of Lessee)





**Act of return (release)  
of safe deposit box (cell) No. \_\_\_ leased  
under the safe deposit box (cell) lease agreement in the automated safe depository  
No. \_\_\_ dated « \_\_\_ » \_\_\_ 20 \_\_\_**

(specify city) city

« \_\_\_ » \_\_\_ 20 \_\_\_

«**First Heartland Jusan Bank**» **Joint Stock Company**, hereinafter referred to as "**the Bank**", represented by **Mr. (Mrs.)** *specify position of the authorized representative of the Bank*, **Mr. (Mrs.)** *specify last name, first name, patronymic in full*, acting on the basis of *specify document on the basis of which the authorized representative acts*, on the one hand, and **Mr. (Mrs.)** *specify last name, first name, patronymic of the Lessee*, hereinafter referred to as "**the Lessee**", on the other hand, is drawn up this Act of return (release) of the safe deposit box (cell) No. \_\_\_, taken on lease (hereinafter referred to as "the Act"), on the following:

1. Lessee returned, and the Bank accepted:
  - 1) safe deposit box (cell) No. \_\_\_, 1 (one) cassette, located in the safe deposit box (cell) in the automated safe bank depository, intended for storage of the Lessee's valuables, without damage;
  - 2) serviceable 1 (one) key No. \_\_\_ to the safe deposit box (cell) No. \_\_\_;
  - 3) a valid electronic card for entering the safe depository.
2. The safe deposit box (cell), key and electronic card have no visible damage:
  - 1) the door closes tightly without hindrance or difficulty;
  - 2) the lock is opened and closed with the key without hindrances and difficulties;
  - 3) the electronic card is in working condition, not demagnetized, the entrance to the depository is carried out without hindrances and difficulties.
3. The Act is drawn up in connection with:
  - expiration of the safe deposit box (cell) lease term stipulated by the safe deposit box (cell) lease agreement in the automated safe depository No. \_\_\_ dated \_\_\_ 20\_\_;
  - early termination of the automated safe deposit box (cell) lease agreement No. \_\_\_ dated \_\_\_ 20\_\_;
4. The safe deposit box (cell), key and electronic card have been handed over in good condition, the Parties have no mutual claims to each other.
5. This Act is drawn up and signed in two identical copies in the Kazakh, Russian and English languages, each of which shall be considered an original and shall have equal legal force, one copy in the Kazakh, Russian and English languages for each of the Parties. In case of discrepancy of the text of the Act in the Kazakh, Russian and English languages, the Parties shall be guided by the text of the Act in the Russian language.

Delivered by: \_\_\_\_\_  
(Full name, signature of Lessee)

Accepted by: \_\_\_\_\_  
(Full name, signature of the authorized employee of the Bank)



**ЗАЯВЛЕНИЕ**

о замене замка сейфа (cell) № \_\_\_\_ /электронной карточки/ПИН-кода (*delete as appropriate*) в рамках Договора

аренды сейфа (cell) в автоматизированном сейфовом банковском депозитарии

No. \_\_\_\_ dated «\_\_» \_\_\_\_ 20\_\_

**Full name of the Lessee** \_\_\_\_\_  
(hereinafter - the Lessee)

**IIN:**

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**Identification document:**



Identity card of a citizen of the Republic of Kazakhstan

Passport of a citizen of the Republic of Kazakhstan

Foreigner residence permit in the Republic of Kazakhstan

Stateless person identification document

Birth certificate

Foreign passport

Series and number of the identity document \_\_\_\_\_

Date of issue «\_\_» \_\_\_\_\_ г.

Expiry date «\_\_» \_\_\_\_\_ г.

Issuing authority:  MIA of RK:  MJ of RK  Other \_\_\_\_\_

**Residency indicator:**  Resident  Non-resident Country of residence \_\_\_\_\_

**Residence address:** \_\_\_\_\_

**Contact numbers:** \_\_\_\_\_

**E-mail (website):** \_\_\_\_\_

Due to loss of the key to the safe deposit box (cell) No. \_\_\_\_ / electronic card / violation of confidentiality of PIN-code (*delete unnecessary*), I request to replace the lock in the safe deposit box (cell) / PIN-code / provide a new key / provide a new electronic card within the framework of the safe deposit box (cell) lease agreement in the automated safe depository No. \_\_\_\_ dated «\_\_» \_\_\_\_ 20\_\_:

**1. Size of safe deposit box:**

small: \_\_\_\_\_ medium: \_\_\_\_\_ large: \_\_\_\_\_  
(specify size) (specify size) (specify size)

**2. Safe deposit box number:** \_\_\_\_\_

**3. Lease term:** \_\_\_\_\_

**4. Lost key number:** \_\_\_\_\_ (*exclude if necessary*)

**5. Number of lost electronic card:** \_\_\_\_\_ (*exclude if necessary*)

**6. With/without providing (*delete unnecessary*) the Lessee's palm biometrics.**

Lessee \_\_\_\_\_  
(Last name, first name, patronymic (if available)) \_\_\_\_\_ (signature)

« \_\_\_\_ » \_\_\_\_\_ 20\_\_

**FOR BANK USE ONLY**

«First Heartland Jusan Bank» Joint Stock Company  
242 Nursultan Nazarbayev ave., Almaty, A26F8T9, Republic of Kazakhstan  
BIN 920140000084  
IIC KZ48125KZT1001300336  
at RSE “National Bank of the Republic of Kazakhstan”  
BIC TSESKZKA, KBE – 14

Operations Department/Additional premises No. \_\_\_\_\_ branch of “First Heartland Jusan Bank” Joint Stock Company with an address of: \_\_\_\_\_

Safe deposit box (cell) lease agreement in the automated safe depository bank No. \_\_\_\_\_ dated « \_\_\_\_ » \_\_\_\_\_ 20\_\_ *To be specified in case of loss of the key / electronic card*

Number of lost key/lost electronic card <i>(delete unnecessary)</i>	Number of the newly provided key/ electronic card <i>(delete unnecessary)</i>

This Statement on changing the lock of the safe deposit box (cell)/electronic card/PIN-code *(delete unnecessary)* has been accepted, the identification of the Lessee has been performed, the documents on opening the safe deposit box (cell) have been checked.

« \_\_\_\_ » \_\_\_\_\_ 20\_\_

**Note**

**on changing the lock of the safe deposit box (cell)/electronic card / PIN code *(delete as appropriate)***

Key for the new lock of the safe deposit box (cell) No. \_\_\_\_\_ / electronic card No. \_\_\_\_\_ / PIN code *(delete as appropriate)*

**Issued by:**

Prepared by \_\_\_\_\_  
(Last name, first name, patronymic (if available)) (signature, stamp (if available))

**Accepted by:**

Lessee \_\_\_\_\_  
(Last name, first name, patronymic (if available)) (signature)

**STATEMENT**  
**for extension of the safe deposit box (cell) lease term**  
**under the safe deposit box (cell) lease agreement in the automated safe depository of banks**  
No. \_\_\_\_ dated «\_\_» \_\_\_\_ 20\_\_

**Full name of the Lessee** \_\_\_\_\_  
(hereinafter - the Lessee)

**IIN:**

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

**Identification document:**

- Identity card of a citizen of the Republic of Kazakhstan
- Passport of a citizen of the Republic of Kazakhstan
- Foreigner residence permit in the Republic of Kazakhstan
- Stateless person identification document
- Birth certificate
- Foreign passport

Series and number of the identity document \_\_\_\_\_

Date of issue «\_\_» \_\_\_\_\_

Expiry date «\_\_» \_\_\_\_\_

Issuing authority:  MIA of RK:  MJ of RK  Other \_\_\_\_\_

**Residency indicator:**  Resident  Non-resident Country of residence \_\_\_\_\_

**Residence address:** \_\_\_\_\_

**Contact numbers:** \_\_\_\_\_

**E-mail (website):** \_\_\_\_\_

Lessee hereby requests an extension of the safe deposit box (cell) lease term under the automated safe deposit box (cell) lease agreement No. \_\_\_\_ dated «\_\_» \_\_\_\_ 20\_\_:

**1. Size of safe deposit box:**

small: \_\_\_\_\_ medium: \_\_\_\_\_ large: \_\_\_\_\_  
(specify size) (specify size) (specify size)

**2. Safe deposit box number:** \_\_\_\_\_

**3. Key number:** \_\_\_\_\_

**4. Lease term:** \_\_\_\_\_

**5. Electronic card number:** \_\_\_\_\_

**With/without providing (*delete unnecessary*) the Lessee's palm biometrics.**

**Lessee** \_\_\_\_\_  
(Last name, first name, patronymic (if available)) (signature)

«\_\_» \_\_\_\_\_ 20\_\_



**FOR BANK USE ONLY**

First Heartland Jusan Bank Joint Stock Company  
242 Nursultan Nazarbayev ave., Almaty, A26F8T9, Republic of Kazakhstan  
BIN 920140000084  
IIC KZ48125KZT1001300336  
at RSE "National Bank of the Republic of Kazakhstan"  
BIC TSESKZKA, KBE – 14

Operations Department/Additional premises No. \_\_\_\_\_ branch of "First Heartland Jusan Bank" Joint Stock Company with an address of: \_\_\_\_\_

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This Statement for extension of the safe deposit box (cell) lease term has been accepted, the Lessee has been identified, and the documents of the Lessee have been checked.

«\_\_» \_\_\_\_\_ 20\_\_

Prepared by: \_\_\_\_\_  
(Last name, first name, patronymic (if available)) (signature, stamp (if available))



**Rules of use  
of the Automated safe depository (hereinafter referred to as the "ASD")**

*! Lessee agrees to be served in the ASD without the presence of unauthorized third parties.*

*! The Lessee is responsible for transferring the safe deposit box key, electronic card and PIN code to unauthorized third parties.*

**1. Getting started with ASD**

When approaching the ASD, pay attention to the operating schedule or rules of operation/access.

ASD operation is built in dialog mode in combination with access control system (electronic card, PIN-code, palm biometrics, key): the device displays questions on the screen, and you choose one of the proposed options by pressing the button of your choice.

Before entering the electronic card, the ASD will offer you to choose the language of communication. You select the language by pressing the appropriate country flag on the touchscreen monitor at the bottom of the screen, or the globe icon on the reader screen.

**2. Making sure the ASD works**

The screen saver (on the touch screen monitor of the reader or on the monitor of the output unit of the self-service zone) with the invitation to enter the electronic card will indicate that the ASD is in working condition. An additional confirmation of the ASD operability is a **green-colored** indicator near the slot for entering the electronic card.

**Attention!** If you see a dark screen, messages "Service mode", "Off-line" or the indicator near the slot is lit **yellow** or **red**, DO NOT try to insert the electronic card into the ASD - use the service at another time, contacting the Bank in advance.

If the ASD is occupied by another Lessee, the screen will reflect a splash screen prohibiting the insertion of the electronic card. An additional confirmation is a red-colored indicator near the slot for entering the electronic card, in this case the reader (electronic card entry device) blocks the entry of the electronic card.

**Attention!** Do NOT enter the electronic card by force - the service can be used at another time, the approximate time of self-service is 20-25 minutes.

**3. Inserting the electronic card into the ASD**

Remember: the magnetic stripe must be on the bottom right and the direction of insertion of the "arrow" must be from the top in the direction of movement of the electronic card. If you insert the electronic card incorrectly, the ASD will not accept it. If you try to insert it more than 3 (three) times, the alarm will be triggered and the device will be blocked.

**4. Enter PIN code**

5. This is the four-digit (default) code you set when you initially used your electronic card.

**6. Enter biometrics (Handkey)**

Handkey – hand verification (*to be set at the request of the Lessee at the moment of cell establishment*).

After entering the PIN code, you need to pass the verification by the right palm hand. Lean your hand against the **Handkey** device and follow the recommendations on the screen, and make sure that the lights on the device are not burning red, they signal incorrect placement of your palm fingers on the device. In case of unsuccessful confirmation repeat all the steps starting from Step 2, in case of inability to service more than 3 (three) times contact the support service.

**Important!** If you have typed the PIN-code incorrectly, ASD will offer you to make new attempts. However, if you enter an incorrect PIN-code 3 (three) times, ASD will block the electronic card, considering it stolen. If you are not sure that the entered PIN code is correct, cancel the transaction by pressing the "Cancel!" button and contact the Bank.

It should be noted that the number of errors is memorized by the ASD, not by the electronic card. That is, if the owner of the electronic card enters an incorrect PIN 2 (two) times at one output unit of the ASD, and then comes to another output unit of the ASD and enters an incorrect PIN again, the ASD will also block the electronic card, considering it stolen (this information applies to the Lessees of the Almaty branch).

If there were cases of incorrect PIN-code typing from your electronic card, you can use the service of resetting the counter of incorrect PIN-code typing by applying to the Bank.

#### 7. *Selecting a cell for delivery*

If you have rented more than one cell, the ASD system will prompt you to select the cell you plan to use from the list.

If the ASD is unable to issue a cell (overdue rent, blocked, arrested, etc.), a message will appear with a refusal.

#### 8. *Getting the cell*

It is advisable not to be distracted while using the ASD, because you receive the cell through a robotic device.

For example, if you exceed the self-service time of 25 minutes, for the safety of your property, the ASD will pull the box back (the logic of the device will decide that something may have happened to you).

You can extend the cell usage time by returning the closed cell to the depository unit and recalling it again.

#### **Important!**

- ✓ As soon as you enter the self-service area, immediately insert the electronic card into the reader slot under the touch screen (as after three (3) minutes of system downtime, the ASD will unlock the door for the next Lessee);
- ✓ Do not exceed the self-service time and do not ignore the on-screen alerts, as after the **25 minutes** have elapsed, the cell with all contents is automatically transported back to the depository;
- ✓ Once the box has been delivered and the blinds are open, do not attempt to leave the room, as the box will be forcibly transported back to the depository. In case of urgent need to leave the room, make sure the cell lid is closed, then press the "deposit" screen 3 (three) times, then leave the room;
- ✓ Do not overfill the cell, if necessary, rent a larger cell or a second cell - as overfilling the cell may result in cell breakage and loss of and damage to the contents;
- ✓ The cell lid must close loosely without warping or the robot will break the lid when delivering the cell;
- ✓ Do not forget the key in the lock - cell breakage, loss and damage to contents may occur;
- ✓ Do not attempt to remove the cell from the self-service module - cell breakage/loss/damage of contents may occur, locking the unit and triggering security and alert mode;
- ✓ Do not attempt to dismantle or damage the ASD elements - the device will lock and the security and alert mode will be activated;
- ✓ Do not overfill the weight of the cell contents, it is **25 kilograms** per cell (maximum allowable);
- ✓ When entering the self-service area - entering the electronic card, entering the PIN code, passing biometrics (optional), the monitor will display the information "PLEASE WAIT" or "YOUR CELL IS DELIVERED", during the transaction stay in place and wait for the completion of the operation, do not try to exit, cancel or re-authorize, as it will only increase your self-service time.



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