

Agreement on provision of guarantees of “Freedom Bank Kazakhstan” JSC

This Agreement for the provision of guarantees by “Freedom Bank Kazakhstan” JSC, hereinafter referred to as the "Agreement", is concluded in accordance with the provisions of Article 389 of the Civil Code of the Republic of Kazakhstan by “Freedom Bank Kazakhstan” JSC (hereinafter referred to as the Garant/Bank) with legal entities and individual entrepreneurs (hereinafter referred to as the Client/Principal/Borrower), hereinafter collectively referred to as the "Parties", and individually as the "Party" or as specified above, and defines the standard conditions and procedure for issuing bank guarantees, and also establishes the rights, obligations, responsibilities and other features of the legal relationship between the Bank and the Client.

The terms and conditions for the issuance of the guarantee, type of security, amount, currency, term, name of the Beneficiary shall be determined by the Application for opening a credit line under Blank Guarantees/Application for the provision of a Blank Guarantee/Application for the provision of a Covered Guarantee/Application for the provision of a Guarantee with partial coverage (Appendices No1, No2, No3 and No4 to this Agreement).

1. TERMS

Capitalized terms used in the Agreement have the following definition:

1.1. **Beneficiary** – a legal entity (resident or non-resident of the Republic of Kazakhstan), in favor of which the Guarantor has issued a guarantee at the request of the Client and related to one of the following persons:

- legal entities engaged in the procurement of goods, works and services in accordance with the Law of the Republic of Kazakhstan "On Public Procurement" - NWF “Samruk-Kazyna” JSC,
- organizations, fifty or more percent of voting shares (participatory interests) of which are directly or indirectly owned by NWF “Samruk-Kazyna” JSC,
- an organization included in the list of persons determined by the Guarantor unilaterally and at its own discretion.

1.2. **Guarantee** – a bank guarantee issued by the Guarantor under the Agreement at the request of the Client and to secure the fulfillment by the Client of its obligations to the Beneficiary in connection with the Client's participation in the

Competition/Tender, the fulfillment of the Client's obligations under the contract, without the provision by the latter of a security for the fulfillment of its obligations to the Guarantor (Blank Guarantee) or with the provision of security in the form of a pledge of money for the entire amount of the issued guarantee or part thereof (Covered Warranty, Partial Coverage Warranty).

1.3. **Renewable limit** – the amount set by the Guarantor, within which the Client can receive one or more Guarantees at the expense of the released/repaid amount of the Guarantee. The amounts of renewable limits are public and are posted on the Bank's official website at www.bankffin.kz

1.4. **Application for opening a credit line under Blank Guarantees** – a written request of the Client to accede to the Agreement for the provision of guarantees under the credit line under Blank Guarantees.

1.5. **Application for the provision of a Blank Guarantee/Application for the provision of a Covered Guarantee/Application for the provision of a Guarantee with partial coverage** is a written request of the Client for the provision by the Guarantor under the Agreement of one or more guarantees in favor of the Beneficiary.

1.6. **Tender** - a competition / electronic competition / auction / tender / electronic tender held by the Beneficiary to select the winner for the purpose of purchasing goods, works, services on a paid basis and further concluding a Contract with him.

1.7. **Contract** – a Public Procurement Agreement/Sale and Purchase Agreement or other documents that provide for the issuance of a Guarantee of Payment/Return of an advance payment, where the Client acts as a Seller (Supplier) or another agreement to secure the performance of obligations under which the Guarantee is issued, or documents confirming the calculation of the amount of security for the payment of customs duties and taxes.

1.8. **Loan** - is a banking service in the form of non-cash financing, provided under the responsibility of the Client on the terms of urgency, payment and repayment determined by this Agreement, which can be provided by the Guarantor in accordance with the current legislation of the Republic of Kazakhstan.

1.9. **Authorized body of the Guarantor** -is a collegial body of the Bank, whose competence includes making decisions on the approval of limits and conditions on bank guarantees.

2. SUBJECT OF THE AGREEMENT

2.1 By signing the Application for opening a credit line under Blank Guarantees / Application for the provision of a Covered Guarantee / Application for the provision of a Guarantee with partial coverage, the Client accepts and accedes as a whole to the Agreement, which is an integral part of the Application for opening a credit line

under Blank Guarantees / Application for the provision of a Covered Guarantee / Application for the provision of a Guarantee with partial coverage.

2.2 The Guarantor, within the framework of the Agreement, within the renewable limit, issues Guarantees on the terms and conditions determined by the current terms and conditions of the Guarantor, and the Client can obtain guarantees on the basis of an Application for a Blank Guarantee / Application for a Covered Guarantee / Application for a Guarantee with partial coverage.

2.3 The Guarantor provides Blank Guarantees within the framework of revolving credit lines. To open a Revolving Credit Line under Blank Guarantees, the Client shall submit an Application for opening a credit line under Blank Guarantees with the attachment of documents necessary and sufficient for the purposes of the Agreement and determined by the Guarantor as of the date of sending the Application for opening a credit line for Blank Guarantees for the provision of a Blank Guarantee.

2.4 The Guarantor shall provide Guarantees on the basis of the submitted Application for Blank Guarantees, the Application for the provision of a Covered Guarantee / the Application for the provision of a Guarantee with partial coverage with the attachment of documents necessary and sufficient for the purposes of the Agreement and determined by the Guarantor as of the date of sending the Application for the provision of the Guarantee. In case of compliance of the terms and conditions of the tender/tender documentation/Contract/other documentation specified in the Application, as well as the completeness and sufficiency of the documents with the requirements of the Agreement, the Guarantor shall issue the Guarantee required by the Client or refuse to provide the Guarantee on the grounds and in the manner provided for by this Agreement.

2.5 The Guarantor has the right to refuse to provide the Guarantee in one of the following cases (as of the date of submission of the Application for a Blank Guarantee/Application for a Covered Guarantee/Application for a Guarantee with partial coverage):

- 1) non-compliance of the Client with the requirements established by the authorized body of the Guarantor;
- 2) availability of payment documents, collection orders, payment requests, including those that do not require acceptance of the sender of money, as well as arrests and orders to suspend debit transactions and other restrictions/encumbrances on the accounts to the client's bank accounts.
- 3) presence in the list of taxpayers recognized as false enterprises (on the website of the State Revenue Committee of the Ministry of Finance of the Republic of Kazakhstan www.kgd.gov.kz) and in the list of unscrupulous suppliers (on the website of the Public Procurement of the Republic of Kazakhstan www.goszakup.gov.kz.) of the Client, the Client's founders, related companies (for the amounts determined by the Authorized Body of the Guarantor);

- 4) the presence of overdue liabilities (debts) on loans in second-tier banks of the Client, the founders of the Client, as of the date of accession to the Agreement, including a negative credit history in the form of a delay for the last 24 months of more than 30 calendar days according to credit history reports;
- 5) the presence of other negative information on the Client, the Client's founders, related companies of the Client with the Guarantor;
- 6) the presence of any restrictions in force in accordance with the AML/CFT, International economic cooperation (IEC) procedures in relation to the Client and/or its founder, beneficial owner;
- 7) non-compliance of the package of documents provided by the Client with the requirements of the Application for a Blank Guarantee / Application for a Covered Guarantee / Application for a Guarantee with partial coverage;
- 8) the presence of outstanding claims previously submitted by the Beneficiary for the performance of obligations under the Guarantee;
- 9) if the Client is a person who has a special relationship with the Guarantor;
- 10) non-compliance of the form of the requested Guarantee with the forms of guarantee established by the legislation of the Republic of Kazakhstan and the requirements of the Guarantor in the presence of legal risks for the Guarantor;
- 11) if the Client's total debt to the Guarantor exceeds 5 (Five) percent of the Guarantor's equity;
- 12) if the renewable warranty limit is exceeded.
- 13) if the state registration of the client is less than 6 (six) months as of the date of the guarantee, if the amount of the unsecured part of the guarantee is from 5,000,000 (five million) tenge;
- 14) if there is negative information about the Client based on the results of the COMPRA database;
- 15) if there are debts (tax) on payments to the budget, on social payments, and other obligatory payments.

2.6 In case of compliance of the issued Guarantee with the Application for the provision of a Blank Guarantee / Application for the provision of the Client's Covered Guarantee / Application for the provision of a Guarantee with partial coverage, the Guarantor is not responsible for its non-acceptance by the Beneficiary, and all expenses incurred and commissions paid by the Client are not returned or reimbursed by the Guarantor. At the same time, if the Beneficiary does not accept the Guarantee, the Parties may, on the terms of a new Application for a Blank Guarantee / Application for a Covered Guarantee / Application for a Guarantee with partial coverage or the Client's application for amendments to the terms of the issued Guarantees, reach an agreement on the issuance of a new Guarantee or a change in the terms of the already issued Guarantee.

2.7 In the event that a Covered Guarantee is issued, the Client's obligations under this Agreement shall be secured by the money in the amount specified in the Application for the Covered Guarantee (hereinafter referred to as the "Collateral

Item") pledged by the Client to the Guarantor and in accordance with the Guarantor's requirements.

2.8 In the event that a Partial Covered Guarantee is issued, the Client shall secure the fulfillment of part of the Client's obligations under this Agreement and the Application for the Provision of a Partial Covered Guarantee in the amount specified in the Application for the Partial Coverage Guarantee (hereinafter referred to as the "Collateral Item") pledged by the Client to the Guarantor and meet the Guarantor's requirements.

2.9 The collateral for Covered Guarantees and Partially Covered Guarantees shall be credited by the Guarantor to a special account - 2240 "Account for Holding Money Accepted as Security (Pledge, Deposit) of the Client's Obligations" (hereinafter referred to as the "Special Account") for the period until the full performance of the Client's obligations under the Agreement in accordance with the terms of the Application for the Provision of a Covered Guarantee / Application for the provision of a Guarantee with partial coverage.

2.10 The Collateral under the Covered Guarantees/Partially Covered Guarantees shall be in the possession of the Guarantor on a special account during the validity period specified in the Application for the Covered Guarantee / Application for the Guarantee with Partial Coverage, and the Guarantor shall have the right to dispose of the Collateral in the cases provided for in this Agreement by foreclosure on the Collateral in the event of the Client's non-performance/improper performance of its obligations to the Guarantor.

3. OBLIGATIONS AND RIGHTS OF THE CLIENT

3.1. The Client undertakes:

3.1.1. pay to the Guarantor all fees related to the Guarantee service in accordance with the Guarantor's tariffs;

3.1.2. ensure, within the terms and in the manner established by the Guarantor, the receipt of all documents provided for by the legislation of the Republic of Kazakhstan, the terms of the Tender/Agreement and/or the internal rules of the Guarantor necessary for the issuance of the Guarantee and/or payment by the Guarantor of the Beneficiary's claims for payment;

3.1.3. reimburse the Guarantor for postal, telegraph and other expenses of the Guarantor related to the provision of the Guarantee;

3.1.4. Inform the Guarantor of its forthcoming liquidation, reorganization, change of legal status, or transfer of the Client to the management of other legal entities (residents or non-residents) no later than 20 (twenty) business days before the occurrence of the relevant event;

3.1.5. warn the Guarantor of the intention to withdraw the application for participation in the Contest submitted by the Client, of the termination of the

Contest, of the intention to perform the obligations under the Contract ahead of schedule, of the violation of obligations under the Contract to the Beneficiary, if this may entail the fulfillment of obligations under the Guarantee or the performance of other actions (inaction) entailing (may entail) the submission by the Beneficiary of claims against the Guarantor under the Guarantee, at least 3 (three) business days before the date of the planned performance the corresponding action (inaction);

3.1.6. if the validity period of the application for participation in the Tender is extended, within 3 (three) business days from the date of its extension, provide the Guarantor with a corresponding written notice, which will reflect the new validity period of the application for participation in the Tender or, in case of amendments and/or additions to the Contract, provide the Guarantor with a copy of the additional agreement to the Contract within 3 (three) business days from the date of its signing;

3.1.7. provide, at the request of the Guarantor, any information on the progress of the implementation of the terms of the Tender/Contract and provide all necessary documents within 3 (three) working days from the date of receipt of the Guarantor's written request;

3.1.8. fulfill all the requirements of the Guarantor aimed at fulfilling obligations to the Beneficiary and the Guarantor;

3.1.9. within one business day from the date of the Beneficiary's request to the Guarantor for the fulfillment of the latter's obligations under the Blank Guarantee, provide an amount of money in the current account opened with the Bank in the amount sufficient for the Guarantor to pay the Beneficiary's claim;

3.1.10. immediately inform the Guarantor about the occurrence of connection with him/her, with the provision of documents confirming the relationship;

3.1.11. immediately notify the Guarantor in writing of any order, instruction, formal written request, authorization, notice or any other document that is or may be related to the Collateral, affects or may affect the Client's rights to the Collateral or the Guarantor's rights under this Agreement and is served on the Client by an authorized government agency, institution or any third party;

3.1.12. to fulfill its obligations under the Contract in a timely, complete and proper manner;

3.1.13. in case of violation of the Client's obligations to the Guarantor under this Agreement, the Client hereby irrevocably and unconditionally grants the Guarantor the right to:

1) unconditionally and indisputably withdraw (write-off) money from the Client's accounts opened by the Guarantor, by debiting the Client's bank accounts or in any other way not prohibited by the current legislation of the Republic of Kazakhstan, and/or submit to banks and/or organizations carrying out certain types of banking operations, both in the territory of the Republic of Kazakhstan and abroad, payment

or other documents on withdrawal (write-off) of money from the Client's accounts, including from accounts opened for business purposes, which do not require the Client's acceptance for their execution;

2) to restrict debit transactions on any/all bank accounts of the Client opened with the Guarantor for the period of the Client's violation of obligations to the Guarantor.

3.1.14. submit to the Guarantor all documents requested by the Guarantor for the purpose of complying with the requirements of the legislation of the Republic of Kazakhstan on combating money laundering and terrorist financing, as well as for the collection, processing and transfer of data/personal data to the US (Internal Revenue Service), in accordance with the requirements of FATCA, including through the authorized state bodies of the Republic of Kazakhstan.

3.1.15. in accordance with the terms, amount and procedure established by the Guarantor's requirement, ensure the return to the Guarantor of all previously issued Loans and pay the Guarantor the amount of remuneration/commission fees for related financing Customer service in accordance with the approved rates and tariffs of the Guarantor.

3.1.16. immediately notify the Guarantor in writing of the threat of loss of ownership of the Pledged Property;

3.1.17. sign additional agreements to this Agreement on amendments and/or additions, in the manner and within the terms specified in the relevant request of the Guarantor. In case of unilateral change of the terms of the Agreement by the Guarantor, the Client's refusal to sign additional agreements does not entail their invalidity.

3.1.18. Inform the Guarantor of any circumstances that entail (may entail) the termination of the Guarantee.

3.1.19. Provide all necessary documents related to the execution of the terms of the Contract/this Agreement at the request of the Guarantor.

3.2. The Client has the right to:

3.2.1. receive information from the Guarantor about the Beneficiaries' claims under the issued Guarantees, which the Guarantor is obliged to provide to the Client within 3 (three) business days from the date of receipt of the Client's written request;

3.2.2. request from the Guarantor information on the list of Beneficiaries in whose favor the Guarantees may be issued in accordance with the terms of this Agreement;

3.2.3. demand the return of the money pledged to the Guarantor under the Covered Guarantees, Partially Covered Guarantees only after the fulfillment of its obligations under this Agreement and/or under the Contract to the Beneficiary (with the provision of supporting documents evidencing the fulfillment of obligations under the Contract);

3.2.4. exercise other rights provided for by the Agreement and/or the legislation of the Republic of Kazakhstan.

4. RIGHTS AND OBLIGATIONS OF THE GUARANTOR

4.1. The Guarantor undertakes:

4.1.1. issue Guarantees in the manner and on the terms determined by this Agreement;

4.1.2. accept the Client's money when issuing a Covered Guarantee / Partial Covered Guarantee, in the amount specified in the Application for a Covered Guarantee / Application for a Guarantee with Partial Coverage of the Client and sufficient in accordance with the requirements of the Guarantor, until the Client fully fulfills his obligations under this Agreement;

4.1.3. return the money accepted to the special account under the Covered Guarantee/Guarantee with partial coverage after the Client has fully fulfilled the obligations provided for by the legislation of the Republic of Kazakhstan, the internal rules of the Guarantor and this Agreement.

4.1.4. notify the Client of the delay in the fulfillment of obligations to the Guarantor within 3 (three) business days from the date of its occurrence, by any means (by sending a message to the Client's e-mail address, and (or) making a phone call to the numbers specified in Section 9 of this Agreement);

4.1.5. consider and prepare a written response to the Client's written request within the time limits established by the legislation of the Republic of Kazakhstan;

4.1.6. fulfill the legal requirements of the Beneficiary on the fulfillment by the Guarantor of its obligations under the issued Guarantee in accordance with the legislation of the Republic of Kazakhstan.

4.1.7. unilaterally and extrajudicially and at its own discretion to change and/or supplement the Tariffs, notifying the Customer thereof 5 (Five) calendar days prior to the entry into force of the said changes and/or additions, by posting www.bankffin.kz new Tariffs in all Branches/Departments of the Bank and/or on the official website of the Bank , except for those conditions, the unilateral change of which is prohibited by the legislation of the Republic of Kazakhstan and the Agreement.

4.1.8. unilaterally and extrajudicially make changes/additions to the Agreement, having previously notified the Client 14 (Fourteen) calendar days before such changes come into force by posting amendments/additions to the Agreement in the operating halls of the Bank's branches, on the official website of the Bank at the address: www.bankffin.kz, except for those conditions, the unilateral change of which is prohibited by the legislation of the Republic of Kazakhstan.

4.2. The Guarantor has the right to:

4.2.1. check the financial condition of the Client;

4.2.2. debit money from the Client's bank account for crediting to a special account in accordance with the Application for the provision of the Covered Guarantee/Application for the provision of the Guarantee with partial coverage submitted by the Client, which is the Client's instruction to withdraw money from the bank account;

4.2.3. request from the Client any necessary documents, including, but not limited to: the Tender documentation, the Client's application for participation in the Contest, the protocol on the results of the Contest, the notice of recognition of the Client as the winner of the Tender, the Contract with all additional agreements and annexes thereto, reconciliation reports, acts of work performed/services performed, and any information necessary for the Guarantor to comply with the requirements of the legislation of the Republic of Kazakhstan on combating legalization (laundering) proceeds of crime and terrorist financing, as well as for the collection, processing and transfer of data/personal data of the Client and the Recipient to the US (Internal Revenue Service), in accordance with the requirements of FATCA, including through the authorized state bodies of the Republic of Kazakhstan;

4.2.4. unconditionally and indisputably withdraw (write-off) money from the Client's accounts opened by the Guarantor, by debiting the Client's bank accounts or in any other way not prohibited by the current legislation of the Republic of Kazakhstan, and/or submit to banks and/or organizations carrying out certain types of banking operations, both in the territory of the Republic of Kazakhstan and abroad, payment or other documents on withdrawal (debiting) of money from the Client's accounts, including from accounts opened for business purposes, which do not require the Client's acceptance for their execution. At the same time, the Client agrees that if the currency of the violated obligation and the currency of the amounts withdrawn/withdrawn by the Guarantor in an indisputable manner are different, the Guarantor converts the withdrawn amounts of money into the currency of the obligation to be fulfilled by the Client at the rate determined by the Guarantor on the date of debiting.

4.2.5. unilaterally and extrajudicially, change/supplement:

4.2.5.1. a list of Beneficiaries in whose favor Guarantees may be issued under this Agreement.

4.2.5.2. the form of the Application for opening a credit line under Blank Guarantees/Application for the provision of blank guarantees/Application for the provision of covered guarantees/Application for the provision of Guarantees with partial coverage.

4.2.5.3. provisions of this Agreement in the direction of their improvement for the Client;

4.2.5.4. List of documents required for the issuance of Guarantees.

4.2.6. The Guarantor is not required to send a notice to the Client of the changes/additions made by him in accordance with this clause of the Agreement. The Client has the right to familiarize himself with the changes/additions made on the official website of the Bank at the address www.bankffin.kz, except for those conditions, the unilateral change of which is prohibited by the legislation of the Republic of Kazakhstan or by contacting the Guarantor, including its branches (additional premises of branches Guarantor);

4.2.7. take any measures not prohibited by the legislation of the Republic of Kazakhstan and banking practice, necessary and sufficient to protect his rights and interests, including the return of the Client's debt to the Guarantor;

4.2.8. suspend and/or refuse to carry out the operation in the event of:

1) if one party/participant of the operation/transaction or obligation under the transaction is:

a) an organization or person included in the list of organizations and persons associated with the financing of terrorism and extremism compiled by the authorized state body (hereinafter referred to as the List);

b) a legal entity directly or indirectly owned or controlled by entities or an individual included in the List;

(c) A person or entity acting on behalf of or at the direction of a listed entity or individual;

d) a person registered/located in a country with significant risks of money laundering and terrorist financing, identified by an international organization or a foreign state, or if such a person participates in the execution of this operation/transaction;

2) if in the process of studying the transactions performed by the Client, there are suspicions that the transactions are carried out for the purpose of legalization (laundering) of proceeds from crime or financing of terrorism;

3) established by legislation, including the Law of the Republic of Kazakhstan "On Combating Legalization (Laundering) of Proceeds from Crime and Financing of Terrorism" or international treaties ratified by the Republic of Kazakhstan;

4.2.9. unilaterally refuse to fulfill obligations in the manner and in cases provided for by the legislation of the Republic of Kazakhstan and this Agreement, including:

1) in case of liquidation or reorganization of the Client, if there are documents confirming the fact of liquidation/reorganization;

2) if the Guarantor reasonably believes that the transactions are carried out for the purpose of legalization (laundering) of proceeds from crime and/or one of the party(ies) to the transactions is an organization or a person included in the list of organizations and persons associated with the financing of terrorism and extremism;

3) the Client's refusal to provide the necessary documents and information, as well as consent to the collection, processing and transfer of the Client's data/personal data to the US (Internal Revenue Service), in accordance with the requirements of FATCA, including through the authorized state bodies of the Republic of Kazakhstan, except for cases when such closure is not allowed in accordance with the requirements of the legislation of the Republic of Kazakhstan;

4) if there are circumstances indicating that pre-trial/trial proceedings are underway against the Client to recognize his activities as illegal, as well as if there are other cases that can be used to carry out illegal activities in relation to the Guarantor and its clients to the detriment of their interests;

5) if the Guarantor believes that the requirements of this Agreement, the legislation of the Republic of Kazakhstan and foreign states affecting the activities of the Guarantor, internal procedures and conditions of the Guarantor, which are public, and the correspondent bank, are violated, as well as in the event of sanctions in accordance with the jurisdiction of any country, international organization, which apply to the Guarantor and the Client (including, but not limited to, related to the type of transaction, with the country of registration and (or) location of the Depositor and its officers, shareholders/participants, beneficial owners, subsidiaries and associated organizations, as well as payments made to these countries/to these persons or from these countries/from these persons).

4.2.10. foreclose on the Collateral under the Covered Guarantees/Partially Covered Guarantees and satisfy its claims against the Client at the expense of the Collateral Subject in full under the Covered Guarantees, the partial amount of the Partially Covered Guarantees determined by the date of actual satisfaction, including the amounts for the repayment of the bank guarantee (principal debt), remuneration (interest), losses caused by the Client's failure to perform (improper performance) of any of its obligations, as well as penalties (forfeit, fines) and other expenses incurred by the Guarantor in connection with the Client's violation of the obligations secured by the Collateral by independent, without additional consent of the Client, indisputable conversion of the Collateral into its ownership provided for in this Agreement;

4.2.11. for Covered Guarantees/Partially Covered Guarantees, require the Client to replace the Collateral with equivalent property free from the rights (claims) of third parties that meet the requirements of the Guarantor, to replace the lost in the event of termination (or in the event of a threat of such consequences) of the Client's rights to the Collateral on the grounds established by the current legislation, including in the event of the adoption of any state act, creating a threat of loss of the Client's ownership of the Pledged Property;

4.2.12. refuse to issue a Guarantee to the Client if the Client fails to provide the necessary documents.

5. VALIDITY OF WARRANTY

5.1. Obligations under the Guarantee will be fulfilled by the Guarantor, provided that the relevant claim is submitted by the Beneficiary before the termination of the Guarantee and in the manner determined by the Guarantee.

5.2. The Guarantee shall be terminated if the Guarantor is provided with a written notice of the Beneficiary on the termination of the Guarantor's obligations or a written notice of the Client on the termination of the Guarantee and documents confirming the occurrence of one of the following circumstances: - the Client withdraws his application for participation in the Contest before the expiration of the deadline for submitting applications for participation in the Contest determined by the terms of the Contest; - signing of the protocol on the results of purchases within the framework of the Tender, according to which the Client was not determined as the winner of the Tender; - entry into force of the procurement contract and submission by the Client, as the winner of the Tender, of a security for the performance of the procurement contract provided for in the tender documentation; - full performance by the Client of its obligations under the Contract; - expiration of the Client's application for participation in the Contest. In this case, the Guarantor within 3 (three) business days from the date of submission of the documents makes a decision on acceptance/non-acceptance of these documents as sufficient to confirm the fact of termination of the Guarantee. Based on the results of consideration of the documents, the Guarantor, in case of disagreement, sends to the Client a corresponding written notice of refusal to accept the relevant documents (indicating the grounds for refusal to the content of the submitted documents / the need to provide additional documents). The procedure specified in this paragraph shall also apply in case of repeated submission of written notice and/or new documents to the Guarantor.

5.3. If the Client receives a request from the Beneficiary to extend the validity period of the application for participation in the Competition, obligations under the Contract, then the relations of the Parties related to a possible change in the initial term of the Guarantee shall be regulated in the manner prescribed by the provisions of this Agreement.

5.4. In case of extension of the term for the fulfillment of the Client's obligations under the Contract, on the basis of the Client's additional application, the Guarantor may revise the period of the Guarantor's liability.

5.5. Changes in the terms of the Guarantee may also be made at the discretion of the Guarantor on the basis of an additional application of the Client, provided in any form, by signing amendments to the Guarantee.

5.6. The Warranty shall be terminated in cases provided for by the law applicable to the Guarantee. If the Client has not notified the Guarantor of the termination of obligations to the Beneficiary under the Guarantee, entailing the termination of the Guarantor's obligations under the Guarantee, the Client is fully liable to the

Guarantor, in case the latter fulfills (in whole or in part) its obligations under the Guarantee after the termination of its validity.

6. PAYMENT FOR THE SERVICES OF THE GUARANTOR

6.1. For the provision of each Guarantee under the Agreement and the change of the Guarantee, the Client, before issuing/changing the Guarantee, pays commissions to the Guarantor, according to the Guarantor's tariffs, in case of reducing the amount and/or validity period of the Guarantee, the recalculation of the commissions paid (payable) by the Client to the Guarantor is not made. Payment of all amounts of commissions shall be carried out by debiting by the Guarantor of the Client's bank account(s) opened with "Freedom Bank Kazakhstan" JSC, in an indisputable and unconditional manner, or in any other way not prohibited by the legislation of the Republic of Kazakhstan.

6.2. If the date of payment of the commission falls on a weekend or holiday, the commission shall be paid on the day following the weekend or holiday.

6.3. In the event of termination of the obligations secured by the Guarantee, entailing the termination of the Guarantee, respectively, the commissions paid to the Guarantor shall not be refunded.

6.4. In the event that the Beneficiary submits a claim for the performance of the Guarantor's obligations under the Guarantee, the Guarantor shall notify the Client thereof and fulfill the Beneficiary's request in accordance with the procedure provided for in the Guarantee, in compliance with the requirements of the right applicable to the Guarantee at the expense of the Collateral Subject under the Covered Guarantee and a part of the amount covered by the pledge under the Partially Covered Guarantee.

Under the Blank Guarantee and the unsecured part of the Guarantor with partial coverage, the Client is obliged to transfer to the Guarantor's account the amount paid by the latter to the Beneficiary under the Blank Guarantee and part of the amount under the Guarantee with partial coverage on the day of the Guarantor's fulfillment of the Beneficiary's request.

6.5. If the Client does not have enough money in the current account to pay the Beneficiary's claim under the Blank Guarantee and the Partial Covered Guarantee, the Guarantor shall notify the Client in writing of the transformation of the debt under such Guarantee into a Loan on the day the Guarantor fulfills the Beneficiary's claim, subject to the following conditions:

Loan term: 30 calendar days

Loan currency: KZT

Interest rate: 25% per annum (fixed)

AEIR:¹ 28.5%

Calculation base: 30/360

Repayment of remuneration: one-time at the end of the term

Repayment of the principal debt: a lump sum at the end of the term.

6.6. Additional signing of the Loan Agreements by the Client is not required to repay the debt under the guarantee.

7. LIABILITY OF THE PARTIES

7.1 For violation of the clauses of the Agreement by the Parties, the Parties shall be liable in accordance with the current legislation of the Republic of Kazakhstan.

7.2 In case of violation by the Client of the obligation to pay the Guarantor the amount of money paid under the Guarantee on the day of such payment provided for by this Agreement, each amount of money not paid by the Client to the Guarantor shall be considered a Loan issued by the Guarantor to the Client.

7.3 The Client agrees that the Loan is not transferable by the Guarantor to the Client (in cash or by bank transfer) and is considered to be provided to the Client no later than the next day on which the Guarantor fulfills the contingent (possible) obligations assumed by him to third parties under this Agreement.

7.4 In case of violation by the Client of his obligations under this Agreement, the Guarantor has the right to unilaterally suspend all debit transactions on the Client's bank accounts opened with the Guarantor.

7.5 In case of violation of the Client's obligations under this Agreement, the Guarantor has the right to: (a) unconditionally and indisputably withdraw (write-off) money from the Guarantor's accounts, by debiting the Client's bank accounts or in any other way not prohibited by the current legislation of the Republic of Kazakhstan, and/or submit it to banks and/or organizations carrying out certain types of banking operations, both in the territory of the Republic of Kazakhstan and abroad, payment or other documents on the withdrawal (write-off) of money from the Client's accounts, including from accounts opened with the Bank for business purposes, which do not require the Client's acceptance for their execution; and/or (b) file a lawsuit in court for declaring the Client bankrupt; and/or (c) apply other measures provided for by the legislation of the Republic of Kazakhstan. or (d) unilaterally and extrajudicially change the order of repayment of the Client's debt (entailing a change in the Agreement towards improvement for the Client), of which the Guarantor shall notify the Client in the manner and within the time limits provided for in this Agreement.

¹ Annual effective interest rate

7.6. In the event that the Parties cannot reach an agreement on claims and disputes within 15 (fifteen) calendar days from the date when one of the Parties is the first to notify the other Party of such claims and disputes, all disputes, disagreements, demands arising in connection with this Agreement or regarding violation of the provisions of the Agreement shall be subject to final resolution in the courts of the Republic of Kazakhstan at the location of the Guarantor (branches of the Guarantor).

7.7. The Guarantor shall not be liable for refusal to carry out, as well as suspend transactions with money and (or) other property in accordance with the Law of the Republic of Kazakhstan "On Combating Legalization (Laundering) of Proceeds from Crime and Financing of Terrorism".

7.8. The Client is obliged to reimburse all losses of the Guarantor incurred in connection with the Client's violation of its obligations to the Guarantor, within 10 (ten) business days from the date of the Guarantor's submission of the relevant claim.

7.9. The Client confirms with an Application for opening a credit line under Blank Guarantees that the Guarantor agrees to provide the Guarantor with information about the Client, the transaction being concluded, information related to the fulfillment by the Parties of their obligations under this Agreement, other information, the provision of which is mandatory and/or may be necessary in accordance with the legislation of the Republic of Kazakhstan on credit bureaus and the formation of credit histories, and for the provision by credit bureaus to the Guarantor of a credit report for all Guarantees issued during the term of the credit line in the future.

7.10. In order for the Bank to comply with the legislation of the Republic of Kazakhstan, the Client shall give his/her consent to:

in the event that the Client is an individual:

- to collect, process the Client's data/personal data in accordance with the form of Consent to the Collection and Processing of Personal and Other Data posted on the Bank's official website at: www.bankffin.kz, and confirms that he/she has read, understands and accepts the content, as well as agrees with the procedure for making changes and (or) additions specified therein.

in the event that the Client is a legal entity:

- to transfer/receive information about the Client/Client's data to third parties/from third parties, if there are obligations or rights of these persons in accordance with the requirements of the law and/or agreements concluded with such persons, or when such obligations and rights arise on other grounds, including: authorized state bodies; legal entities, including state legal entities, national management holdings, national companies; credit bureaus; pension fund; operators/owners of state databases; courier companies; mobile operators; persons providing information technology support services to the Bank, or having other transactions with the Bank in the field of digital and information technology activities; foreign correspondent

banks; Internal Revenue Service of the USA, in accordance with the requirements of FATCA, including the use of automation tools, information systems, Internet resources, various services and software of the above third parties;

- to provide the Client's data by the owners of state databases (hereinafter referred to as the SD), the Identification Data Processing Center, as well as official and legal sources (e-Gov portal/Electronic licensing, official websites of authorized state bodies and other official sources) to credit bureaus, including those obtained from the State Database from the operators/owners of the SD, the Bank, credit bureaus and other organizations/institutions directly or through third parties;

- to provide the Client's data to a legal entity that carries out, by decision of the Government of the Republic of Kazakhstan, activities for the provision of public services in accordance with the legislation of the Republic of Kazakhstan, existing and incoming in the future, to credit bureaus and the Bank directly or through third parties (including credit bureaus or through credit bureaus);

- to conduct a preliminary analysis by the Bank using confidential information about the Client from all legal sources in order to prepare proposals for the Bank's products/services;

- transfer of information and (or) documents to the state revenue body, including for the purpose of exchange of information and (or) documents between the state revenue body and the National Bank of the Republic of Kazakhstan on cash withdrawals during a calendar month in excess of the established maximum amounts provided for by the requirements of regulatory legal acts of the Republic of Kazakhstan;

- disclosure by the Bank, in accordance with the procedure provided for by the legislation of the Republic of Kazakhstan, of information constituting commercial, banking and other secrets protected by the legislation of the Republic of Kazakhstan:

a) in cases provided for by the legislation of the Republic of Kazakhstan; b) employees of the Bank;

c) persons carrying out an audit of the Bank's activities on the grounds and in accordance with the legislation of the Republic of Kazakhstan;

d) to the counterparty(ies) and other persons, provided that the Bank enters into an agreement(s) with such person(s), the subject of which will be the assumption by these persons of obligations not to disclose the information received/receiving from the Bank to 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 has been violated through the fault of the Client or confidential information has been known or has become known to third parties from other sources.

- "State Credit Bureau" JSC (hereinafter referred to as the Credit Bureau):

a) to receive information about the Client from the “Workforce Development Center” JSC, from the State Database from the operators/owners of the SD, as well as from a legal entity carrying out activities for the provision of public services by the decision of the Government of the Republic of Kazakhstan in accordance with the legislation of the Republic of Kazakhstan,

b) to provide information about the Client received in accordance with the above subparagraph a) of this paragraph;

- "Workforce Development Center" JSC, owners/operators of SDs, a legal entity carrying out activities by decision of the Government of the Republic of Kazakhstan on the provision of public services in accordance with the legislation of the Republic of Kazakhstan: to provide information about the Client to the Credit Bureau and the Bank through the Credit Bureau;

- for the issuance of a credit report to the recipient of the credit report, including data that will be received by credit bureaus in the future and/or for which the latest information was obtained earlier than five years from the date of receipt of the last information, as well as for the provision of other services.

7.11. The Client hereby assures that with respect to the personal data of the personal data subjects transferred and to be transferred in the future by the Client to the Bank under contracts, additional agreements to the agreements, as well as in other cases when, in accordance with the legislation and (or) internal documents of the Bank, there is a need to collect and process such personal data, the Client has previously obtained from the personal data subjects the appropriate (full and unconditional) consent to the collection and the processing of personal data, for the transfer of personal data to a third party, including the Bank, the processing of personal data by the Bank, the cross-border transfer of personal data by the Bank, the dissemination of personal data in publicly available sources, the Consent to the collection and processing of personal and other data, posted on the official website of the Bank at www.bankffin.kz.

7.12. At the request of the Bank, the Client shall provide the Bank with documentary evidence of the consent collected by the Client from personal data subjects to the collection and processing of personal data, to the transfer of personal data to a third party, including the Bank, cross-border transfer of personal data by the Bank, distribution of personal data in publicly available sources, processing of personal data by the Bank, and if it is impossible to document the existence of consents, collect such consents, and then confirm their receipt to the Bank.

7.13. The Client shall be responsible for the lack of consent to the collection and processing of personal data, to the transfer of personal data to a third party, including the Bank, and the processing of personal data by the Bank. In the event of any measures being taken against the Bank for violation of the legislation on personal data, the Client undertakes to reimburse the Bank, at the request of the Bank, for any costs and losses incurred by the Bank.

7.14. The Bank:

- 1) carry out protective actions against unauthorized payments that do not contradict the legislation of the Republic of Kazakhstan; - undertakes to collect, process and distribute personal data of employees/representatives/authorized persons of the Client, in ways that do not contradict the legislation of the Republic of Kazakhstan on the protection of personal data;
- 2) has the right to independently determine the conditions of access to personal data of the Client's employees/representatives/authorized persons;
- 3) undertakes to store personal data no longer than required by the purposes of their processing, and to destroy them upon achievement of the purposes of processing, taking into account the requirements of the legislation of the Republic of Kazakhstan on the protection of personal data;
- 4) undertakes to comply with other requirements of the legislation of the Republic of Kazakhstan on the protection of personal data within the framework of the Agreement; An individual (representative, employee, participant/shareholder, beneficial owner, other individual) to whom personal data relates is not obliged to notify anyone about the actions taken to collect, process and transfer personal data to third parties.

8. MISCELLANEOUS

8.1 All changes and/or additions to the Agreement are effective from the moment of their publication on the official website of the Guarantor - www.bankffin.kz. Amendments/additions made by the Guarantor unilaterally out of court to improve the Agreement for the Borrower shall come into force upon the expiry of 14 (fourteen) calendar days from the date of publication by the Guarantor of the information on the official website of the Guarantor - www.bankffin.kz, provided that the Client has not refused the improving conditions proposed by the Guarantor in the manner by sending a written refusal to the Guarantor.

8.2. Each of the Parties to the Agreement undertakes to maintain strict confidentiality of financial, commercial and other information received from the other Party in accordance with this Agreement. Transfer of such information to third parties, publication or disclosure is possible only with the written consent of the other Party, as well as in cases provided for by the current legislation of the Republic of Kazakhstan.

Bank: “Freedom Bank Kazakhstan” Joint Stock Company

050000, Almaty, Kurmangazy str., 61 A

BIN 090740019001

Correspondent account

KZ23125KZT1001300883 (tenge)

RSI National Bank of the Republic of Kazakhstan, Almaty

BIC NBRKKZKX

**APPLICATION FOR OPENING A CREDIT LINE
ON BLANK GUARANTEES**

for turnovers excluding turnovers

(check the necessary)

Date _____ . _____ .20_____ y.

PRINCIPAL:

Name:	
Certificate of Incorporation (No, date):	
IIN/BIN	
Legal address:	
Actual address:	
District:	
Phone, fax, e-mail. mail:	
Bank account details for calculating turnover in "Freedom Bank Kazakhstan" JSC / in another second-tier bank	No _____ BIC _____ Name of the bank _____ Branch in _____ city.
Details of a bank account in a JSC "Freedom Bank Kazakhstan" for debiting the amount of the commission for the provision of the guarantee	

Hereby _____

represented by _____, the
Principal hereby accedes to the Agreement for the provision of guarantees posted on the
official website of "Freedom Bank Kazakhstan" JSC at www.bankffin.kz and asks you to
open a revolving credit line for the provision of blank tender guarantees

(check the necessary):

for turnover on the current account with “Freedom Bank Kazakhstan” JSC/ _____ (specify the name of the Bank)

excluding turnovers.

REQUESTED TERMS ON THE CREDIT LINE:

Line type:	Renewable
Credit line amount:	
Currency of the bank guarantee	
Start Date:	
Completion Date:	
Availability period:	

The applicant hereby confirms and guarantees that all information contained in the application and the documents attached to it is authentic and corresponds to the true facts as of the specified date.

Authorized signatures:	
Principal:	“Freedom Bank Kazakhstan” JSC
First signature: _____ Full name _____ signature	Director of the branch in _____ city: Full name _____ signature
Second signature: _____ Full name _____ signature Place for seal	Place for seal

Mark of acceptance by the Bank		
Full name of the Bank's employee		Stamp

* It is allowed to adjust the Application form in terms of changing/excluding the title of the position of the responsible executors from the Bank.

**To the Branch Director
in the city of**

_____ **“Freedom Bank Kazakhstan” JSC**

**APPLICATION FOR THE PROVISION OF
THE BLANK WARRANTY**

for turnovers excluding turnovers

(check the necessary)

Date _____. _____. **20** _____. **y.**

PRINCIPAL:

Name:	
Certificate of Incorporation (No, date):	
IIN/BIN	
Legal address:	
Actual address:	
District:	
Phone, fax, e-mail. mail:	
Bank account details for calculating turnover in “Freedom Bank Kazakhstan” JSC / in another second-tier bank	No _____ BIC _____ Name of the bank _____ Branch in _____ city.
Details of a bank account in "Freedom Bank Kazakhstan" JSC for debiting the amount of the commission for the provision of the guarantee	

Hereby _____

represented by _____, the Principal hereby asks you to issue a blank tender guarantee within the framework of the revolving credit line No _____ dated _____ 20__.

REQUESTED CONDITIONS FOR A BANK GUARANTEE:

Amount of the bank guarantee	
Currency of the bank guarantee	
Start Date	
Completion Date	
Bank guarantee term	
Beneficiary Name	
IIN BIN of the Beneficiary	
Tender Documentation/Contract/Other Document Confirming the Need to Issue a Bank Guarantee	
Amount of Competition/Contract/Document	
Subject of the tender/contract/document	
Amount of commission in tenge:	

The applicant hereby confirms and guarantees that all information contained in the application and the documents attached to it is authentic and corresponds to the true facts as of the specified date.

Authorized signatures:	
First Signature: _____	_____
Full name	Signature
Second Signature: _____	_____
Full name	Signature
Place for Seal	

Mark of acceptance by the Bank		
Full name of the Bank's employee		Stamp

* It is allowed to adjust the Application form in terms of changing/excluding the title of the position of the responsible executors from the Bank.

**To the Branch Director
in the city of**

“Freedom Bank Kazakhstan” JSC

APPLICATION FOR A COVERED GUARANTEE

Date_____._____.20____y.

PRINCIPAL:

Name:	
Certificate of registration of a legal entity:	
IIN/BIN	
Legal address:	
Actual address:	
District:	
Phone, fax, e-mail. mail:	
Bank account details in “Freedom Bank Kazakhstan” JSC to write off the amount of the mortgage	
Bank account details in “Freedom Bank Kazakhstan” JSC to write off the amount of the commission for the provision of the guarantee	

Hereby_____

represented by _____, the Principal hereby accedes to the Agreement for the provision of guarantees posted on the official website of “Freedom Bank Kazakhstan” JSC at www.bankffin.kz and asks you to issue a bank guarantee (specify the type of guarantee):

- Competitive/tender;
- fulfillment of obligations under the agreement (contract);
- dumping price;
- return of the advance payment;
- for tour operators and tour operators-charterers;
- for the payment of customs duties and taxes;
- for the payment of taxes and/or payments

Under a bank guarantee, accept security in the form of a pledge of money in the amount of:

(in numbers and words)

PLEDGOR:

Name:	
Certificate of Registration:	
IIN/BIN	
Legal address:	
Actual address:	
Registration address (for individuals):	
District:	
Phone, fax, e-mail. mail:	
Spouse's Full Name (for individuals)	
Bank account details in “Freedom Bank Kazakhstan” JSC (account number, branch)	

REQUESTED CONDITIONS FOR A BANK GUARANTEE:

Amount of the bank guarantee	
Currency of the bank guarantee	
Start Date	
Completion Date	
Bank guarantee term	
Beneficiary Name	
IIN BIN of the Beneficiary	
Tender Documentation/Contract/Other Document Confirming the Need to Issue a Bank Guarantee	
Amount of Competition/Contract/Document	
Subject of the tender/contract/document	
Amount of commission in tenge:	

The applicant hereby confirms and guarantees that all information contained in the application and the documents attached to it is authentic and corresponds to the true facts as of the specified date.

Authorized signatures:	
Principal:	“Freedom Bank Kazakhstan” JSC
First signature: _____ Full name _____ signature	Director of the branch in _____ city : Full name _____ signature
Second signature: _____ Full name _____ signature	Place for Seal
Place for Seal	

Authorized signatures:

First Signature: _____

Full name

signature

Second Signature: _____

Full name

signature

Place for Seal

Mark of acceptance by the Bank

Full name of the Bank's employee

Stamp

* It is allowed to adjust the Application form in terms of changing/excluding the title of the position of the responsible executors from the Bank.

APPLICATION FOR A PARTIALLY COVERED WARRANTY

Date_____._____.20____y.

PRINCIPAL:

Name:	
Certificate of registration of a legal entity:	
IIN/BIN	
Legal address:	
Actual address:	
District:	
Phone, fax, e-mail. mail:	
Bank account details in “Freedom Bank Kazakhstan” JSC to write off the amount of the mortgage	
Bank account details in “Freedom Bank Kazakhstan” JSC to write off the amount of the commission for the provision of the guarantee	

Hereby_____

represented by _____, the Principal hereby accedes to the Agreement for the provision of guarantees posted on the official website of “Freedom Bank Kazakhstan” JSC at www.bankffin.kz and asks you to issue a tender bank guarantee.

Under a bank guarantee, accept partial security in the form of a pledge of money in the amount of:

(in numbers and words)

The unsecured part of the guarantee in the amount of:

(in numbers and words)

PLEDGOR:

Name:	
Certificate of Registration:	
IIN/BIN	
Legal address:	
Actual address:	
Registration address (for individuals):	
District:	
Phone, fax, e-mail. mail:	
Spouse's Full Name (for individuals)	
Bank account details in "Freedom Bank Kazakhstan" JSC (account number, branch)	

REQUESTED CONDITIONS FOR A BANK GUARANTEE:

Amount of the bank guarantee	
Currency of the bank guarantee	
Start Date	
Completion Date	
Bank guarantee term	
Beneficiary Name	
IIN BIN of the Beneficiary	
Tender Documentation/Contract/Other Document Confirming the Need to Issue a Bank Guarantee	
Amount of Competition/Contract/Document	
Subject of the tender/contract/document	
Amount of commission in tenge:	

The applicant hereby confirms and guarantees that all information contained in the application and the documents attached to it is **authentic and corresponds to the true facts** as of the specified date.

Authorized signatures:	
Principal:	“Freedom Bank Kazakhstan” JSC
First signature: _____ Full name _____ signature	Director of the branch in _____: Full name _____ signature
Second signature: _____ Full name _____ signature	Place for Seal
Place for Seal	

Authorized signatures:	
First Signature: _____	_____
Full name	signature
Second Signature: _____	_____
Full name	signature
Place for Seal	

Mark of acceptance by the Bank		
Full name of the Bank's employee		Stamp

* It is allowed to adjust the Application form in terms of changing/excluding the title of the position of the responsible executors from the Bank.