”Annex 1
to Covered Guarantee Agreement
No._____ dated _____”

**JSC Halyk Bank (hereinafter – the “Bank”)**

**REQUES-OFFER FOR GUARANTEE AGEEMENT**
**(HEREINFTER – GUARANTEE AGEEMENT)** «___» _____, _____

**We hereby ask you to provide bank guarantee as part of the Framework Agreement for Covered Guarantees No._____ dated** _____ (hereinafter - the “Agreement”)

**1. Type of guarantee:**

| | |
|---|---|
| ☐ direct guarantee | ☐ counter guarantee |

**2. Type of guarantee:**

| | |
|---|---|
| ☐ payment | ☐ advance repayment |
| ☐ tender guarantee | ☐ customs clearance |
| ☐ performance | ☐ post tender guarantee (continuing) |

**3. Applicant:**
Name of legal entity/full name (patronymic, if any) of sole proprietor:
_____
[IIN/BIN]:_____

**4. Beneficiary:**
Name: _____
[IIN/BIN]:_____
Account No._____
BIC/Beneficiary bank address _____
Number _____date_____ of corporate incorporation/state registration of sole proprietor

**5. Beneficiary under counter guarantee (guarantor bank)**
*(to be filled in if Counter guarantee is issued)*
Name:_____
BIC /guarantor bank address _____

**6. Advising bank** (SWIFT/telex, name)
_____
_____

**7. Currency and amount of guarantee:**
_____
*(in figures and words)*

**8. Guarantee expiration date:**

| | |
|---|---|
| ☐ «___» _____20___ | ☐ until full performance |

**9. Counter guarantee expiration date**
*(to be filled in if Counter guarantee is issued)*

| | |
|---|---|
| ☐ «___» _____20___ | ☐ until full performance |

**10. Type of issue:**

| | | | | |
|---|---|---|---|---|
| ☐ by courier | ☐ SWIFT, telex | ☐ post | ☐ fax | ☐ electronically in EPIS |

**11. Guarantee language:**

| | | |
|---|---|---|
| ☐Russian | ☐Kazakh | ☐English |

**12. Information on tender/bidding/contract**
Basis:

| | | |
|---|---|---|
| ☐ contract | ☐ tender documentation | ☐ other |

Number and date of basis
_____
Object of tender/contract _____
_____

Amount and currency of tender/contract
_____
*(in figures and words)*

**If tender guarantee is issued electronically in EPIS, please fill in the following fields:**
Procurement number _____
Lot number _____

**13. Guarantee is governed by:**

| | | |
|---|---|---|
| ☐ legislation of the Republic of Kazakhstan | ☐ Uniform Rules for Demand Guarantees URDG No.758, 2010 | ☐ other (specify) _____ _____ |

**14. Special instructions:**
(to be filled only for the guarantees governed by URDG No.758, 2010):
The demand must include violated/failed obligations by the Applicant to the Beneficiary:

| | |
|---|---|
| ☐ yes | ☐ no |

Guarantee claim may be submitted:

| | |
|---|---|
| ☐ one time | ☐ more than one |

If nothing is specified, then guarantee claim can be presented more than one time up to the amount and duration of the guarantee

Language of supporting documents to the claim issued by a party other than the Applicant or Beneficiary

| | | |
|---|---|---|
| ☐Russian | ☐Kazakh | ☐English |

If nothing is specified, supporting documents may be in any language.

**15. Additional Terms:**
_____
_____

**16. Securing (coverage amount):**
Money on the account No._____ in JSC Halyk Bank branch name _____
The Applicant hereby unconditionally agrees that securing value is determined at the date of conclusion of the Guarantee Agreement, determined in accordance with clause 16 of this Request-Offer.

**17. Date of Guarantee Agreement:**
The Guarantee Agreement shall be considered concluded from the date of Acceptance of the Guarantor under this Request-Offer

| **Application** |
|---|
| **The Applicant hereby:**<br>**-** agrees that Guarantor shall be responsible under the guarantee for failure/improper fulfillment of obligations in full or partially by the Applicant to the Beneficiary, which are secured by issued Guarantee;<br>- undertakes to pay all bank fees under the Guarantee, in accordance with current tariffs of JSC Halyk Bank, which read and agreed, and provides the right to JSC Halyk Bank to debit from its account without acceptance all amounts of commission expenses , including per beneficiary, in case of nonpayment by the last of outstanding commissions, as well as any amount of foreign banks' fees, and is obliged to pay taxes and levies to be paid in the territory of the Republic of Kazakhstan connected with the payment of fee and commission income to non-resident bank.<br>**-** asks you to write off the coverage, including fees of advising/confirming bank, and all other expenses under the Guarantee from the Applicant's bank account: _____ (KZT), _____ (USD), _____, _____opened in JSC Halyk Bank.<br><br>Advising bank fee at the expense of: ☐ Applicant ☐ Beneficiary<br>Confirming bank fee at the expense of: ☐ Applicant ☐ Beneficiary<br><br>- unconditionally agrees that terms undefined in the present Request-Offer shall be determined in accordance with the conditions, Guarantor Acceptance, legislation of the Republic of Kazakhstan and the Agreement. |
| Authorized signatures<br>stamp *(title), (surname and initials), (signature)* |

* **<u>Consent for personal data for the Applicant's representative - legal entity</u>**

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

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

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

**{** 2. I certify that:

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

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

– Applicant.is responsible for the lack of personal data bearer' consents for collection and processing of personal data, the transfer of personal data to third party, including the Bank, the processing of personal data by the Bank. In case of imposition on the Bank of any actions for infringement of the legislation of the Republic of Kazakhstan on personal data, the Applicant undertakes to indemnify the Bank at the request of the Bank for any costs and losses incurred by the Bank.**}**[1]

Date_____ signature of the Entity _____

*** <u>Consent for personal data for the Applicant – sole proprietor.</u>**

[1] If the Applicant refuses to present representations mentioned in curly braces, the item 2 may:
- be excluded, if all of the Personal Data Bearers stated in this text, presents Consents for Personal Data in the form of separate document;
- change to the extent of exclusion of certain Personal Data Bearers, if such Personal Data Bearers present Consents for Personal Data in the form of separate document.

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

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

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

{ 2. I certify that:

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

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

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

Date _____ signature of the Applicant_____

*** 1) Use one of two forms, depending on the business pattern of the Applicant (legal entity or sole proprietor);**
**2) Excluded for guarantees issued on the basis of Application received via Corporate Internet Banking**

*MARKED BY CURRENCY CONTROL AS EXECUTED*

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

**I confirm: _____**

*(name, surname and number stamp of OPERU employee)*

[2] If the Applicant refuses to present representations mentioned in curly braces, the item 2 may:
- be excluded, if all of the Personal Data Bearers stated in this text, presents Consents for Personal Data in the form of separate document;
- change to the extent of exclusion of certain Personal Data Bearers, if such Personal Data Bearers present Consents for Personal Data in the form of separate document.