**Annex 2**

**to the Minutes of the Management Board**

**JSC Bank CenterCredit**

**No. 0401/7 dated 01 April 2024**

**ESCROW ACCOUNT AGREEMENT**

**(Accession Agreement)**

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**Chapter 1. Terms and Abbreviations**

**Bank** means JSC Bank CenterCredit, its separate and structural subdivisions taken collectively and individually.

**BA (Bank Account)** means a way of reflecting and accounting the Payee’s cash flow in the Bank, and contractual relations between the Payee and the Bank in terms of the Payee’s banking services.

**IRD** means an internal regulatory document.

**CC of the RoK** means the Civil Code of the Republic of Kazakhstan.

**AA (Agreement Contract)** means the Escrow Account Agreement (Accession Agreement). The Accession Contract is posted on the Bank’s website at: [www.bcc.kz](http://www.bcc.kz), and is entered into between the Bank, the Payer and the Payee.

**SA (Supplementary Agreement)** means a written expression of the Payer’s and the Payee’s will to premature disbursement of money to the Payee or the Payer, without taking into account the fulfillment of the terms and conditions of the Accession Agreement.

The Accession Agreement is available on the Bank’s website at: [www.bcc.kz](http://www.bcc.kz), and shall be submitted by the Payer and the Payee.

**SoA (Statement of Accession)** means the Payer's written expression of will to open an Account in the name of the Payee. The SoA is available on the Bank's website at: [www.bcc.kz](http://www.bcc.kz), and shall be submitted by the Payer.

**LRK on EDEDS** means the Law of the Republic of Kazakhstan No. 370-II dated 7 January 2003 “On Electronic Document and Electronic Digital Signature”.

**AAC** **(Application for Escrow Account Closing)** means the Payee's written will to close the Account. The AAC is available on the Bank's website at: [www.bcc.kz](http://www.bcc.kz), and shall be submitted by the Payee.

**Contract** means a written transaction between the Payer and the Payee.

**NCA (National Certification Authority of the Republic of Kazakhstan)** means a certification authority providing the electronic digital signature means and registration certificates to individuals or legal entities for generation of electronic documents in the state and non-state information systems.

**NB RK** means the National Bank of the Republic of Kazakhstan.

**Rules** mean JSC Bank CenterCredit Rules on General Terms and Conditions for Transactions.

**List** means the List of documents required to open the Account.

**Payer / Payee** meansanindividual entrepreneur, a private notary, a private enforcement officer, a lawyer, a professional mediator, a resident legal entity of the Republic of Kazakhstan and its branch and representative office, a non-resident legal entity of the Republic of Kazakhstan, a non-resident legal entity of the Republic of Kazakhstan operating in Kazakhstan through its branch, representative office, a peasant (farm) household, liquidated banks, insurance (reinsurance) organizations, their branches, voluntary accumulative pension funds, a foreign diplomatic and consular representative office.

**SIEC** means the Specialized Inter-District Economic Court.

**Account** means a current account in the escrow account mode.

**RoK** means the Republic of Kazakhstan.

**RC (Registration Certificate)** means an electronic document issued by the Certification Authority to certify compliance of an electronic digital signature with the requirements established by the Law of the Republic of Kazakhstan “On Electronic Document and Electronic Digital Signature”.

**ER (Receipt**) means a written expression of the Payer’s and the Payee’s will to disburse money due to fulfillment of the terms and conditions of the Accession Agreement. The ER is available on the Bank's website at: [www.bcc.kz](http://www.bcc.kz), and shall be submitted by the Payer and the Payee.

**EDS (Electronic Digital Signature)** means a set of electronic digital symbols created by means of an electronic digital signature and confirming the authenticity of an electronic document, its ownership and invariability of its content.

**Chapter 2. General**

**1.** The Accession Agreement shall determine the terms and procedure for the Account opening, maintenance and closing.

**2.** The terms and conditions of the Accession Agreement are specified in the standard form and may be accepted by the Payer and the Payee by acceding to the Accession Agreement in accordance with Article 389 of the Civil Code of the Republic of Kazakhstan on the basis of the SoA to the Accession Agreement to be submitted to the Bank in electronic format.

**3.** The Payer's and Payee's electronic documents in the Bank's form (if any) under the Accession Agreement shall be submitted to the Bank in electronic format using the NCA's EDS.

**4.** By signing the SoA to the Accession Agreement, the Payer and the Payee represent and warrant that:

**1)** they are duly registered in accordance with the laws of the home country;

**2)** in accordance with the laws of the home country, the Representative(s) has (have) the consent of the Founder(s), Beneficiary(s), Head(s), Employee(s) to collection, processing, storage, exchange, correction (in case of change), depersonalization, blocking, deletion, destruction, including these actions by a third party at the Bank’s instruction, unless it contradicts the legislative requirements of the Republic of Kazakhstan, of personal, biometric (including photo, video) and other data from the state and (or) non-state services, directly and (or) through third parties, for the purpose of due diligence, conclusion of the Accession Agreement and servicing in accordance with the procedure established by the Accession Agreement and the laws of the Republic of Kazakhstan;

**3)** they have read, agree with and accepted the terms and conditions of the Accession Agreement, the Rules, the Tariffs and the List posted on the Bank’s website at: [www.bcc.kz](http://www.bcc.kz);

**5)** the provisions of the Accession Agreement fully meet their interests and will;

**6)** they enter into the Accession Agreement voluntarily, at their own initiative and will;

**7)** they will immediately and duly pay for banking services according to the Bank's Tariffs;

**8)** they undertake to fulfill the terms and conditions of the Accession Agreement;

**9)** they may not refer to the absence of consent and signature in the Accession Agreement as to an evidence that the Accession Agreement has not been received / read / understood / accepted / concluded, if the Bank has a signed SoA to the Accession Agreement.

**Chapter 3. Subject of the Agreement**

**5.** The Bank shall open an Account for the Payee on the basis of the SoA to the Accession Agreement submitted by the Payer for accounting and blocking money received from the Payer for the purpose of its transfer to the Payee when the grounds provided for by the Contract arise.

**6.** The Contract details, the Account number and amount of money held in the Account shall be indicated in the SoA to the Accession Agreement (Annex 1).

**7.** The Payer shall deposit money into the Account in a non-cash way in a lump sum or in the order of priority.

**8.** If no money is available on the Account within 15 (fifteen) calendar days from the Account opening date as per Clause 7 of the Accession Agreement, the Account shall be automatically closed and the Account number shall be canceled.

**9.** The Account shall be valid from the date when money is credited to the Account, and shall terminate upon fulfillment of the terms and conditions of the Accession Agreement.

**10.** From the date Clause 9 of the Accession Agreement is fulfilled, the Account shall be closed by the Payee on the basis of the Application for Escrow Account Closing to the Accession Agreement submitted by the Payee (Annex 4).

**11.** Money may be disbursed prematurely to the Payee or the Payer from the Account, without taking into account fulfillment of the terms and conditions of the Accession Agreement, on the basis of the Supplementary Agreement to the Accession Agreement between the Parties or on the basis of a court ruling on the case related to the terms and conditions of the Accession Agreement.

**12.** If the terms and conditions set out in Clause 9 of the Accession Agreement are met, money in the Account shall be disbursed to the Payee in a lump sum or in the order of priority to the bank details designated in the SoA to the Accession Agreement or to the details designated in the ER to the Accession Agreement (Annex 3).

**13.** If the conditions set out in Clause 9 are met, but contractual obligations are not fulfilled, money in the Account shall be returned to the Payer to the bank details designated in the SoA to the Accession Agreement by agreement of the Parties.

**14.** The ER to the Accession Agreement and other documents (if any) indicated in the ER to the Accession Agreement (Annex 3) shall be a document confirming the Payee's fulfillment of the terms and conditions of the Contract.

**15.** Banking servicing of the Payer and (or) the Payee shall be provided on a paid basis in accordance with the Tariffs approved by the Bank.

**16.** Neither the Payer nor the Payee shall have the right to manage money held in the Account.

**17.** The Bank shall make banking transactions on the Account in order to:

**1)** transfer money to the Payee if the Payee fulfills the terms and conditions set out in Clause 9 of the Accession Agreement;

**2)** return money to the Payer in accordance with Clause 13 of the Accession Agreement.

**Chapter 4. Rights and Obligations**

**18.** The Bank shall be entitled to:

**1)** demand the Payer and the Payee to provide information, documents and consent required or sufficient to identify the Payer and the Payee, their Founder(s), Head(s), Employee(s), when required, and Representative(s), when required, and to determine the Beneficial Owner(s), and to provide information about tax residency, nature of business and source of financing for transactions to be carried as part of the AML/CTF;

**2)** collect, process, store, exchange and correct (in case of change), depersonalize, block, delete, destroy, including these actions by a third party at the instruction of the Bank, unless it contradicts the legislative requirements of the Republic of Kazakhstan, the Payer's and the Payee's details (including geolocation data) from the state and (or) non-state data services directly and (or) through third parties for the purpose of due diligence, conclusion of the Accession Agreement and servicing in accordance with the procedure established by the laws of the RoK;

**3)** collect, process, store, exchange, correct (in case of change), depersonalize, block, delete, destroy, including these actions by a third party at the instruction of the Bank, unless it contradicts the legislative requirements of the Republic of Kazakhstan, personal, biometric (including photo, video) and other data of the Payer’s and the Payee’s Founder(s), Beneficiary(ies), Head(s), Employee(s), when required, and Representative(s), when required, from the state and (or) non-state services, directly and (or) through third parties, for the purpose of due diligence, conclusion of the Accession Agreement and servicing in accordance with the procedure established by the Accession Agreement and the laws of the Republic of Kazakhstan.

**4)** make direct debiting of the Payer's and (or) the Payee's bank accounts opened with the Bank, except for the Payee’s account, using a payment document to withdraw money in any currency in the amount of outstanding indebtedness owed to the Bank / payment for the Bank's banking services in accordance with the Tariffs / erroneous crediting/. If there is no money in the Bank Account and other bank accounts opened with the Bank, the Bank shall be entitled to make direct debiting of the Payer's and (or) the Payee's bank accounts opened with second-tier banks in the territory of the Republic of Kazakhstan using a payment document or outside the territory of the Republic of Kazakhstan in cases when the legislation of the respective foreign country allows presentation of a payment document for withdrawal of money in any currency in the amount equal to outstanding indebtedness owed to the Bank;

**5)** credit amounts in the Account currency by converting it with the use of the market exchange rate on the payment date set by the Bank and deducting the currency conversion fee in accordance with the Tariffs, upon receipt of a non-cash payment and (or) transfer where the currency does not match the Account currency;

**6)** submit to the currency control authorities information on payment (or) money transfer under the Payer’s and (or) the Payee’s currency transaction, the conduction of which may be aimed at withdrawing money out of the Republic of Kazakhstan in accordance with the provisions of the law of the Republic of Kazakhstan on currency regulation;

**7)** demand from the Payer and (or) the Payee (their representatives) any documents related to the currency transactions conducted through the Bank, including documents required for identification of the currency transaction, when carrying out currency transactions in accordance with the currency legislation of the Republic of Kazakhstan;

**8)** not to provide banking services (including not to execute payment documents) if there are facts evidencing that the Payer and (or) the Payee is in breach of the laws of the Republic of Kazakhstan, decisions of the Competent Authority of the Republic of Kazakhstan, in cryptocurrency (including in case of arrears in payment for the Bank's banking services under the Accession Agreement);

**9)** execute payments and (or) transfers in foreign currency within 1 (one) transaction day between the Bank Accounts opened with the Bank;

**10)** execute payments and (or) international transfers in foreign currency within 3 (three) transaction days;

**11)** not to accept for execution a payment document in electronic form, if it is submitted in violation of the procedure of protective actions against unauthorized payments;

**12)** give notifications to the Payer and (or) the Payee of returning non-cash payments and (or) money transfers via SMS and (or) e-mail, if the Bank does not have technical capacity;

**13)** suspend/resume banking transactions on the Payee's Account in accordance with the procedure provided for by the Accession Agreement and the laws of the Republic of Kazakhstan;

**14)** make amendments and (or) additions to the terms and conditions of the Accession Agreement, the Rules, the Tariffs, the List and notify the Payer and (or) the Payee thereof by posting such amendments and (or) additions on the Bank's website at: [www.bcc.kz](http://www.bcc.kz);

**15)** treat the transfer transaction on the Account as authorized, if no claim is received from the Payer and (or) the Payee within 35 (thirty-five) calendar days from the date of its execution;

**16)** terminate business relations with the Payer and (or) the Payee if it is not possible to verify the accuracy of information provided by the Payer and (or) the Payee or if the Payer and (or) the Payee fails to provide information and data required to update data on the Payer and (or) the Payee (their representatives) and the beneficial owner, and if during servicing of the Payer and (or) the Payee, suspicions arise that such business relations are used by the Payer and (or) the Payee for the purpose of money laundering or terrorism financing, as provided for by AML/CTF and internal regulatory documents of the Bank.

**19.** The Bank shall be obliged to:

**1)** open an Account for the Payee by assigning an account number on the basis of the SoA to the Accession Agreement signed by the Payer and documents submitted by the Payer and the Payee as per the List, and other documents additionally requested by the Bank;

**2)** make banking transactions on the Payee's Account in accordance with the Accession Agreement and the laws of the Republic of Kazakhstan;

**3)** execute payment documents submitted in the manner and within timelines established by the laws of the Republic of Kazakhstan;

**4)** ensure availability of money when the Payer and (or) the Payee make claims;

**5)** accept money received in favor of the Payee;

**6)** upon the Payer’s and Payee's request, provide information on the amount of money held in the Bank and transactions made on the Account in the manner specified in the Accession Agreement;

**7)** take measures provided for by the laws of the Republic of Kazakhstan if there is any erroneous instruction or unauthorized payment on the Payee's Account.

**20.** The Payer shall be entitled to:

**1)** first read the conditions of the Accession Agreement, the Rules, the Tariffs and the List posted on the Bank's website at: [www.bcc.kz](http://www.bcc.kz);

**2)** sign the SoA to the Accession Agreement and other documents in the Bank’s form under the Accession Agreement (if any);

**3)** give the Bank its consents to collection, processing, storage and correction (in case of changes), depersonalization, blocking, deletion, destruction, including these actions by a third party at the instruction of the Bank, unless it contradicts the legislative requirements of the Republic of Kazakhstan, of the Payer’s details (including geolocation data) from the state and (or) non-state data services directly and (or) through third parties for the purpose of due diligence, conclusion of the Accession Agreement and servicing in accordance with the procedure established by the Accession Agreement and the laws of the RoK;

**4)** give the Bank its consents to collection, processing, storage, exchange, correction (in case of change), depersonalization, blocking, deletion, destruction, including these actions by a third party at the instruction of the Bank, unless it contradicts the legislative requirements of the Republic of Kazakhstan, of personal, biometric (including photo, video) and other data of the Payer’s Founder(s), Beneficiary(ies), Head(s), Employee(s), when required, and Representative(s), when required, from the state and (or) non-state services, directly and (or) through third parties, for the purpose of due diligence, conclusion of the Accession Agreement and servicing in accordance with the procedure established by the Accession Agreement and the laws of the Republic of Kazakhstan.

**5)** make transfer transactions in the manner and on the terms and conditions established by the laws of the Republic of Kazakhstan and the Accession Agreement when there are grounds for transferring money to the Payee;

**6)** pay for banking services in accordance with the Bank Tariffs;

**7)** receive informational banking services;

**8)** terminate the Accession Agreement on the basis of the Supplementary Agreement to the Accession Agreement between the Parties, by giving a prior notice to the Parties at least 5 (five) business days before the planned Accession Agreement termination date (Annex 2).

**21.** The Payer shall be obliged to:

**1)** as part of the AML/CTF, furnish information, documents and consents required or sufficient to identify the Payer (its Representative), Founder(s), Employee(s), when required, and to determine the Beneficial Owner(s), and provide information about tax residency, nature of business and source of financing for transactions to be carried out;

**2)** pay for the Bank's banking services as per the Tariffs effective at the time of completing a transaction by depositing cash into the Bank's cash desk, or ensuring that there is an amount of money in the bank account required to pay the Tariffs;

**3)** if third parties are authorized to represent interests, if the powers of persons authorized on the basis of a power of attorney are terminated prematurely, notify the Bank thereof in writing and submit original documents confirming such changes within 1 (one) business day. If the Payer fails to perform or performs improperly the notification procedure, the Bank shall be released from liability for any damage that may be caused to the Payer;

**4)** notify the Bank in writing in case of amendments or additions to the constituent documents, change of location, or change of e-mail address, telephone, fax numbers, telephone numbers of the Payer's authorized persons, and in case of other changes relevant to performance of the terms of the Accession Agreement, within 7 (seven) business days from the date of such change, with submission of documents confirming such changes executed in accordance with the legislative requirements of the Republic of Kazakhstan and the Bank’s internal regulatory documents;

**5)** independently learn about any changes and (or) amendments to the terms and conditions of the Accession Agreement, the Rules, the Tariffs and the List posted on the Bank's website at: [www.bcc.kz](http://www.bcc.kz);

**6)** notify the Bank in case of change of persons authorized to represent interests on the basis of a power of attorney or early termination of their powers within 1 (one) business day following the occurrence of the above circumstances by submitting the original document confirming such changes or termination of powers.

**22.** The Payee shall be entitled to:

**1)** first read the conditions of the Accession Agreement, the Rules, the Tariffs and the List posted on the Bank's website at: [www.bcc.kz](http://www.bcc.kz);

**2)** sign documents as per the Bank’s form under the Accession Agreement (if any);

**3)** give the Bank its consents to collection, processing, storage and correction (in case of changes), depersonalization, blocking, deletion, destruction, including these actions by a third party at the instruction of the Bank, unless it contradicts the legislative requirements of the Republic of Kazakhstan, of the Payee’s details (including geolocation data) from the state and (or) non-state data services, directly and (or) through third parties, for the purposes of due diligence, conclusion of the Accession Agreement and servicing in accordance with the procedure established by the laws of the Republic of Kazakhstan;

**4)** give the Bank its consents to collection, processing, storage, exchange, correction (in case of change), depersonalization, blocking, deletion, destruction, including these actions by a third party at the instruction of the Bank, unless it contradicts the legislative requirements of the Republic of Kazakhstan, of personal, biometric (including photo, video) and other data of the Payee’s Founder(s), Beneficiary(ies), Head(s), Employee(s), when required, and Representative(s), when required, from the state and (or) non-state services, directly and (or) through third parties, for the purpose of due diligence, conclusion of the Accession Agreement and servicing in accordance with the procedure established by the Accession Agreement and the laws of the Republic of Kazakhstan.

**5)** entrust management of the Account and money held in the Account to third parties in the manner and on the terms and conditions established by the Accession Agreement and laws of the Republic of Kazakhstan;

**6)** make transfer transactions on the Account in the manner and on the terms and conditions established by the Accession Agreement and the laws of the Republic of Kazakhstan, when the grounds to transfer money to the Payee arise;

**7)** pay for banking services in accordance with the Bank Tariffs;

**8)** receive informational banking services;

**9)** terminate the Accession Agreement on the basis of the Supplementary Agreement to the Accession Agreement between the Parties by giving a prior notice to the Parties at least 5 (five) business days before the planned Accession Agreement termination date (Annex 2).

**23.** The Payee shall be obliged to:

**1)** as part of the AML/CTF, furnish information, documents and consents required or sufficient to identify the Payee (its representative), Founder(s), Employee(s), when required, and to determine the Beneficial Owner, and provide information about tax residency, nature of business and source of financing for transactions to be carried out;

**2)** execute in writing any instructions related to the Account management in accordance with the requirements set forth by the laws of the Republic of Kazakhstan and the Bank, and provide them within the transaction day fixed by the Bank;

**3)** pay for the Bank's banking services as per the Tariffs effective at the time of completing a transaction on the Account simultaneously with the execution of the respective bank transaction on the Account by depositing cash into the Bank's cash desk, or ensuring that there is an amount of money in the bank account required to pay the Tariffs;

**4)** once the payment document is executed, determine the correctness of such execution and, in case of its erroneous execution, notify the Bank of the detected error within 3 (three) transaction days after detection of the erroneous payment execution, but not later than 3 (three) years from the date of execution of the erroneous instruction or unauthorized payment and (or) money transfer. In the notice of erroneous payment, the Payee shall indicate the payment document details and the erroneous details identified by the Payee;

**5)** if third parties are authorized to manage the Account, if the powers of persons authorized to manage the Account on the basis of a power of attorney are terminated prematurely, notify the Bank thereof in writing and submit original documents confirming such changes within 1 (one) business day. If the Payee fails to perform or performs improperly the notification procedure, the Bank shall be released from liability for any damage that may be caused to the Payee;

**6)** notify the Bank in writing, in case of any amendments or additions to the constituent documents, change of location, or change of e-mail address, telephone, fax numbers, telephone numbers of the Payee's authorized persons, and in case of other changes relevant to performance of the terms of the Accession Agreement, within 7 (seven) business days from the date of such change, with submission of documents confirming such changes, executed in accordance with the legislative requirements of the Republic of Kazakhstan and the Bank’s internal regulatory documents;

**7)** independently learn about any changes and (or) amendments to the terms and conditions of the Accession Agreement, the Rules, the Tariffs and the List posted on the Bank's website at: [www.bcc.kz](http://www.bcc.kz): [www.bcc.kz](http://www.bcc.kz);

**8)** notify the Bank in case of change of persons authorized to manage the Account on the basis of a power of attorney or early termination of their powers within 1 (one) business day following the occurrence of the above circumstances by submitting the original document confirming such changes or termination of powers.

**Chapter 5. Liability**

**24.** The Parties shall be liable for failure to fulfill or improper fulfillment of obligations under the Accession Agreement in accordance with the laws of the Republic of Kazakhstan and the Accession Agreement.

**25.** The Parties shall be liable for disclosure of information under the Accession Agreement, except for cases stipulated by the legislation of the Republic of Kazakhstan. According to the procedure of protective actions against unauthorized access to information constituting bank secrecy, damages incurred as a result of disclosure of information, its unauthorized change, making unauthorized payment and (or) money transfer and other unauthorized actions by either Party, shall be borne by the Party at fault.

**26.** In case of force majeure circumstances caused directly or indirectly by natural disasters (floods, earthquakes, epidemics), military conflicts, military coups, terrorist acts, civil unrest, strikes, regulations, orders or other administrative interference by the Government of the Republic of Kazakhstan, the National Bank of the Republic of Kazakhstan or any other resolutions, administrative or governmental restrictions affecting the Parties' fulfillment of obligations under the Accession Agreement, or other circumstances beyond the reasonable control of the Parties, the terms for fulfillment of these obligations shall be postponed accordingly for the duration of such circumstances if they significantly affect timely performance of the entire Accession Agreement or that part thereof to be performed after the occurrence of force majeure. Obstacles to performance of the Accession Agreement provided for in Chapter 3 of the Accession Agreement shall not include the absence of permits, licenses, entry and exit visas or residence permits, or approvals required for performance of the Accession Agreement to be issued by any state authorities of the Republic of Kazakhstan. The Parties shall immediately notify each other in writing of the beginning and the end of force majeure circumstances preventing the fulfillment of obligations under the Accession Agreement. The Party referring to force majeure shall be obliged to provide a document issued by a competent state authority to confirm such force majeure circumstances.

**27.** The Bank shall not be liable to the Payer and/or the Payee for losses caused as a result of:

**1)** application of any sanctions by the Competent Authorities of the Republic of Kazakhstan and (or) international organizations (state/non-state); execution of instructions of third parties acting illegally or under false documents;

**2)** unclear, incomplete or inaccurate instructions/orders of the Payee and (or) the Payer, or third parties, and for other reasons beyond the Bank's control;

**3)** for losses caused to the Payee and (or) the Payer due to unresolved internal conflicts of the Payee and (or) the Payer in relation to the management authority of the organization, labour disputes over the powers of the executive body and their authorized persons;

**4)** delay in conducting transactions on the Payee's Account due to the fault of the National Bank of the Republic of Kazakhstan and correspondent banks involved in the settlement transaction, and for untimely performance or non-performance of its obligations under the Accession Agreement, if such untimely performance or non-performance is caused by prohibitions and (or) restrictions provided for by the laws of the Republic of Kazakhstan and in case of improper performance or non-performance of obligations by the Payer and (or) the Payee under the Accession Agreement;

**5)** for the Payer’s and (or) Payee’s unawareness of changes in the terms and conditions of the Accession Agreement, the Rules, the Tariffs and the List posted on the Bank’s website at: [www.bcc.kz](http://www.bcc.kz);

**6)** for unauthorized access to the Payee's Account caused by the Payee;

**7)** for consequences resulting from the Payer's and/or the Payee's failure to fulfill all other terms and conditions of the Agreement.

**28.** The Bank shall be liable to the Payer and (or) the Payee for failure to perform and (or) improper performance of its obligations in the amount of actual losses incurred, but not lost profit / penalty, based on the refinancing rate/base rate of the National Bank of the Republic of Kazakhstan effective at the time of application of this sanction.

**29.** The Payer and the Payee shall be liable to the Bank:

**1)** for information, documents and consents provided (indicated) in accordance with the Accession Agreement and the laws of the Republic of Kazakhstan;

**2)** for correctness of the provided phone number (landline and (or) mobile) and (or) e-mail address;

**3)** for disclosure of banking and other secrets protected by the legislation of the Republic of Kazakhstan to third parties;

**4)** in the amount of incurred losses - as a result of failure to perform and (or) improper performance of obligations under the Accession Agreement in accordance with the Accession Agreement and the laws of the Republic of Kazakhstan;

**5)** for drawing up a payment document.

**Chapter 6. Miscellaneous**

**30.** The Bank shall perform transactions on the Account on the basis of a power of attorney in accordance with the Accession Agreement and the laws of the Republic of Kazakhstan.

**31.** To perform banking transactions on behalf of the Payer and (or) the Payee, the Attorney shall submit the following documents:

**1)** an ID document;

**2)** a document with sample signatures;

**3)** a power of attorney confirming the authority to carry out transactions in money, including to sign documents on behalf of the Payee and (or) the Payer.

**32.** The cost of the Bank's services under the Accession Agreement shall be determined by the Tariffs. The Bank shall post information on any changes and amendments in the Tariffs on the Bank's website at: [www.bcc.kz](http://www.bcc.kz).

**33.** Any disputes under the Accession Agreement shall be resolved through negotiations between the Parties. If the Parties fail to reach an agreement, such disputes shall be reviewed in the Specialized Inter-District Economic Court in accordance with the Accession Agreement and the laws of the Republic of Kazakhstan.

**34.** The Agreement is made in 3 (three) copies in the State (Kazakh), Russian and English languages having equal legal force.

**35.** The Parties may not transfer their rights and obligations under the Accession Agreement to third parties without the written consent of the Parties.

**36.** In all other matters not covered by the Accession Agreement, the Parties shall be governed by the laws of the Republic of Kazakhstan.

**37.** The legal address and bank details of the Bank:

**1)** 38 Al-Farabi Ave., Block C, Bostandyk district, A25D5G0, Almaty, Republic of Kazakhstan.

**2)** BIC: KCJBKZKX, BIN: 980640000093; correspondent account: KZ65125KZT1001300224.

**Annex 1**

**to the Escrow Account Agreement**

**(Accession Agreement)**

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| --- | --- | --- | --- |
| STATEMENT OF ACCESSION TO THE ESCROW ACCOUNT AGREEMENT (ACCESSION AGREEMENT) | | | |
| 1. GENERAL INFORMATION | | | |
| Payer | | | |
| Full Name/Name: |  | | |
| IIN/BIN: |  | | |
| Payer’s CEO/ Third Party (if any) | | | |
| Full Name: |  | | |
| IIN: |  | | |
| Basis for Authority: |  | | |
| 2. REQUEST | | | |
| The Payer kindly requests the Bank to open a current account in the escrow account mode KZ00000000000000000000 (hereinafter referred to as the Account) in the name of \_\_\_\_\_\_\_\_\_\_\_ / \_\_\_\_\_\_ "\_\_\_\_\_\_\_\_\_\_\_\_", IIN / BIN (hereinafter referred to as the Payee) and to accept money in the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ in a lump sum / in the order of priority (*underline as appropriate*) under Contract No. 000 dated 00.00.0000. | | | |
| 3. OTHER CONDITIONS | | | |
| By signing this Application, the Payer unconditionally and irrevocably confirms that:  1. the Payer has read, agrees with and accepts the terms and conditions of the Accession Agreement, the Rules, the Tariffs and the List posted on the website at: [www.bcc.kz](http://www.bcc.kz);  2. This Agreement shall be an integral part of the Accession Agreement;  3. In accordance with Article 7 paragraph 1 and Article 10 paragraph 1 of the Law of the Republic of Kazakhstan “On Electronic Document and Electronic Digital Signature”, this Application is equivalent to a document on paper, the NCA's EDS in this Application is equivalent to the signatory’s handwritten signature and entails the same legal implications. | | | |
| 4. SIGNATURE | | | |
| Date of Signing: 00.00.0000  I unconditionally and irrevocably confirm the fact of signing this Application with the NCA’s EDS: {\_\_\_\_\_\_\_} | | | |
| Chapter 5. Legal Addresses and Bank Details | | | |
| **Chapter 5. Legal Addresses and Bank Details** | | | |
| **Bank** | | **Payer** | **Payee** |
| Name:  BIN:  Legal Address:  IIC:  BIC:  Beneficiary Code:  Tel.:  Signature and Seal: | | Name:  IIN/BIN:  Legal Address:  IIC:  BIC:  Beneficiary Code:  Tel.:  Signature and Seal (if any): | Name:  IIN/BIN:  Legal Address:  IIC:  BIC:  Beneficiary Code:  Tel.:  Signature and Seal (if any): |

**Annex 2**

**to the Escrow Account Agreement**

**(Accession Agreement)**

|  |  |  |
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| SUPPLEMENTARY AGREEMENT  TO THE ESCROW ACCOUNT AGREEMENT (ACCESSION AGREEMENT) | | |
| 1. GENERAL INFORMATION | | |
| Payer | | |
| Ф Full Name / Name: |  | |
| IIN/ BIN: |  | |
| Payer’s CEO/ Third Party (if any) | | |
| Full Name: |  | |
| IIN: |  | |
| Basis for Authority |  | |
| Payee | | |
| Full Name / Name: |  | |
| IIN/BIN: |  | |
| Payee’s CEO/ Third Party (if any) | | |
| Full Name: |  | |
| IIN: |  | |
| Basis for Authority |  | |
| 2. REQUEST | | |
| The Payer and the Payee kindly request the Bank to prematurely disburse to the Payee / Payer (*underline as appropriate*) money in the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ from the Account KZ00000000000000000000, without taking into account fulfillment of the terms and conditions of Contract No. 000 dated 00.00.0000. | | |
| 3. OTHER CONDITIONS | | |
| By signing this Supplementary Agreement, the Payer and the Payee unconditionally and irrevocably confirm that:  1. they have read, agree with and accept the terms and conditions of the Accession Agreement, the Rules, the Tariffs and the List posted on the website at: [www.bcc.kz](http://www.bcc.kz);  2. All other terms and conditions of the Accession Agreement not affected by this Supplementary Agreement, shall remain in full force and effect;  3. This Agreement shall be an integral part of the Accession Agreement;  4**.** In accordance with Article 7 paragraph 1 and Article 10 paragraph 1 of the Law of the Republic of Kazakhstan “On Electronic Document and Electronic Digital Signature”, this Supplementary Agreement is equivalent to a document on paper, the NCA's EDS in this Supplementary Agreement is equivalent to the signatory’s handwritten signature and entails the same legal implications. | | |
| 4. SIGNATURES | | |
| Payer | | Payee |
| Date of Signing: 00.00.0000  I unconditionally and irrevocably confirm the fact of signing this Supplementary Agreement with the NCA’s EDS: {\_\_\_\_\_\_\_} | | Date of Signing: 00.00.0000  I unconditionally and irrevocably confirm the fact of signing this Supplementary Agreement with the NCA’s EDS: {\_\_\_\_\_\_\_} |

**Annex 3**

**to the Escrow Account Agreement**

**(Accession Agreement)**

|  |  |  |
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| RECEIPT  TO THE ESCROW ACCOUNT AGREEMENT (ACCESSION AGREEMENT) | | |
| 1. GENERAL INFORMATION | | |
| Payer | | |
| Full Name/ Name |  | |
| IIN / BIN: |  | |
| Payer’s CEO/ Third Party (if any) | | |
| Full Name: |  | |
| IIN: |  | |
| Basis for Authority: |  | |
| Payee | | |
| Full Name/ Name |  | |
| IIN / BIN: |  | |
| Payee’s CEO/ Third Party (if any) | | |
| Full Name: |  | |
| IIN: |  | |
| Basis for Authority: |  | |
| 2. REQUEST | | |
| Pursuant to the Receipt and the following documents:  1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;  2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,  on the basis of the Accession Agreement and the laws of the Republic of Kazakhstan, the Payer and the Payee kindly request the Bank to disburse cash / make non-cash transfer of money (*select as appropriate*) to the Beneficiary  Full Name / Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;  IIN /BIN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;  IIC: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;  BIC: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;  Beneficiary Code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;  Purpose of Payment: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;  Payment Purpose Code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;  Amount: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. | | |
| 3. OTHER CONDITIONS | | |
| By signing this Receipt, the Payer and the Payee unconditionally and irrevocably confirm that:  1. they have read, agree with and accept the terms and conditions of the Accession Agreement, the Rules, the Tariffs and the List posted on the website at: [www.bcc.kz](http://www.bcc.kz);  2. This Receipt shall be an integral part of the Accession Agreement;  3. In accordance with Article 7 paragraph 1 and Article 10 paragraph 1 of the Law of the Republic of Kazakhstan “On Electronic Document and Electronic Digital Signature”, this Receipt is equivalent to a document on paper, the NCA's EDS in this Receipt is equivalent to the signatory’s handwritten signature and entails the same legal implications. | | |
| 4. SIGNATURES | | |
| Payer | | Payee |
| Date of Signing: 00.00.0000  I unconditionally and irrevocably confirm the fact of signing this Receipt with the NCA’s EDS: {\_\_\_\_\_\_\_} | | Date of Signing: 00.00.0000  I unconditionally and irrevocably confirm the fact of signing this Receipt with the NCA’s EDS: {\_\_\_\_\_\_\_} |

**Annex 4**

**to the Escrow Account Agreement**

**(Accession Agreement)**

|  |  |
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| **APPLICATION FOR ESCROW ACCOUNT CLOSING**  **TO THE ESCROW ACCOUNT AGREEMENT (ACCESSION AGREEMENT)** | |
| **1. GENERAL INFORMATION** | |
| **Payee** | |
| Full Name / Name: |  |
| IIN / BIN: |  |
| **Payee’s CEO/ Third Party (if any)** | |
| Full Name: |  |
| IIN: |  |
| Basis for Authority: |  |
| **2. REQUEST** | |
| The Bank is kindly requested to close the Account KZ00000000000000000000 due to fulfillment of the terms and conditions of the Contract No. 000 dated 00.00.0000. | |
| **3. OTHER CONDITIONS** | |
| By signing this Application, the Payee unconditionally and irrevocably confirms that:  1. the Payee has read, agrees with and accepts the terms and conditions of the Accession Agreement, the Rules, the Tariffs and the List posted on the website at: [www.bcc.kz](http://www.bcc.kz);  2. This Application shall be an integral part of the Accession Agreement;  3**.** In accordance with Article 7 paragraph 1 and Article 10 paragraph 1 of the Law of the Republic of Kazakhstan “On Electronic Document and Electronic Digital Signature”, this Application is equivalent to a document on paper, the NCA's EDS in this Application is equivalent to the signatory’s handwritten signature and entails the same legal implications. | |
| **4. SIGNATURE** | |
| I unconditionally and irrevocably confirm the fact of signing this Application with the NCA’s EDS: {\_\_\_\_\_\_\_} | |