

SERVICES AGREEMENT "STOP CREDIT"

This agreement for the provision of the "STOP CREDIT" service (hereinafter referred to as the Agreement) is an official proposal (public offer) of "First Credit Bureau" LLP, BIN 040940002421 (hereinafter - FCB), for the provision of the "STOP CREDIT" service through Egov, on the conditions specified in the Agreement.

In accordance with the Civil Code of the Republic of Kazakhstan the Agreement is considered as a public offer aimed at an indefinite number of persons. The recipient of the offer, agreeing to receive free/paid services by performing the actions provided for by Agreement, is considered to have accepted in full and unconditional order (acceptance) the terms of Agreement.

PROCEDURE FOR BILL OF ACCEPTANCE PERFORMANCE:

The offer of FCB is considered accepted and approved by the Client from the moment the latter performs one of the following actions:

- performance of actions indicating acceptance (Bill of Acceptance) of the terms hereof, in particular, pressing the "Sign request" button in the corresponding field of the service on the "Egov" page;
- performance of actions related to the signing /subscription hereof using the EDS;

1. BASIC CONCEPTS AND DEFINITIONS

- **"Credit report"** - a form of full or partial issuance of information contained in the credit history.
- **"Egov"** - The portal of the electronic government of the Republic of Kazakhstan, through which the Service is provided to the Client.
- **"Service"** - the "STOP CREDIT" service provided by FCB to the Client through "Egov" to limit the provision of the Client's Credit Report, as well as other services/products of FCB for the purpose of preventing the issuance of new bank Loans/microcredits in the name of the Client, under the terms hereof.
- **"Term of the Service"** - 6 months from the date of subscription to the Service.
- **"Credit Report Recipient"** - a person entitled to receive a Credit Report and other services/products of the Credit Bureau in accordance with the Law on Credit Bureau (Banks, MFIs and other organizations/lenders).
- **"Loan"** - the provision of money or goods (services) with the condition of subsequent periodic repayment of the debt, formalized by the relevant agreement of the parties.
- **"Working Loan"** - a loan for which obligations have not been terminated at the time of issuance of the Credit Report, including open credit lines
- **"Authorized Communication Channels"** – channels of communication with the Client specified by the Client, including telephone number, e-mail address, accounts of messaging services (messengers). All information received and sent through the Authorized Communication Channels is considered to be received and sent by the Client personally.
- **"Client"** - any capable individual who is (a party to the Agreement) the Service recipient in accordance with the terms hereof.
- **"Law on Credit Bureau"** – the Law of the Republic of Kazakhstan as of July 6th, 2004 "On credit bureaus and formation of credit histories in the Republic of Kazakhstan".
- **EDS** - electronic digital signature.

1. SUBJECT OF THE AGREEMENT, TERMS OF SERVICE USE

2.1. According to the terms hereof, FCB provides the Client with the Service for the purpose of preventing the execution of a loan in the name of the Client.

2.2. By concluding the Agreement, the Client accepts and agrees that:

- Credit reports, as well as other services/products of FCB will not be provided to financial institutions, with the exception of a financial institution in which the Client has outstanding

obligations and a Working loan (at the same time, information will be provided in the Credit report/services/products of FCB, that the Client has restricted access to the Credit Report and other services/products of FCB for processing new loans);

- some lenders (financial institutions) do not request and/or ignore the Credit Report and/or other services/products of FCB when applying for a loan, so the risk of issuing a new loan is not excluded when the Service operates;
- decision to issue a Loan is made by the Lender independently and at its own discretion;
- information on the Client will be included in the list of persons connected to the Service. Verifying against this list will be freely available to Lenders.

2.3. The service is provided subject to the provisions of clause 2.2. hereof.

2.4. Early termination of the Service provision at the request of the Client leads to termination hereof.

2.5. The term for the Service provision is limited by the term hereof.

3. PROCEDURE FOR THE PROVISION AND TERMINATION OF THE SERVICE

3.1. The Service is connected at the time of subscription, upon acceptance of the terms hereof.

3.2. During the Term FCB will refuse to provide the relevant Credit Report Recipients with Credit Reports and other services/products of FCB in relation to the Client, for processing new loans from the moment the Service is connected.

3.3. The status of the Client will be added to the list of persons connected to the Service of Credit Report Recipients to verify this list. At the same time, if the Credit Report Recipient has a Working Loan of the Client, Credit Reports in respect of the Client continue to be provided to such Credit Report Recipient.

3.4. The Parties agreed that in case of early refusal of the Client to receive the Service/early termination of the Service provision at the request of the Client, the Agreement is terminated.

3.5. Early termination of the Service provision at the request of the Client is carried out through the Egov / FCB Internet resource.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. The Client has the right to:

4.1.1. Demand the fulfillment of the terms of the FCB Agreement.

4.1.2. Early terminate the Agreement by refusing the Service provision.

4.2. The Client is obliged to:

4.2.1. Fulfill the obligations assumed herein

4.3. FCB has the right to:

4.3.1. Terminate the Agreement unilaterally in case if the Client provides false information.

4.3.2. Require the Client to fulfill its obligations hereunder.

4.4. FCB is obliged to:

4.4.1. Provide the Service in accordance with the terms hereof.

5. CONFIDENTIALITY PROVISIONS

5.1. The Parties hereby agree that any confidential information that has become known in the process of Agreement implementation shall not be disclosed to any third party, except as provided by law or by agreement of the Parties.

5.2. The term "confidential information" means information classified as confidential (or information constituting commercial, banking secrets, personal data or intellectual property) in accordance with the legislation of the Republic of Kazakhstan, as well as any information or part thereof, classified by the transferring party as confidential and having marking "confidential" or similar, or otherwise (for example - in the Agreement) designated as confidential.

5.3. FCB, as well as the Client, takes all measures and uses all legal means to protect confidential information and prevent its unauthorized disclosure.

5.4. FCB is not entitled to unilaterally terminate the protection of confidential information provided for hereby, including in the event of its reorganization or liquidation in accordance with civil law.

- 5.5. The Parties are obliged to inform immediately each other about the facts of disclosure or threats of disclosure, illegal receipt or illegal use of confidential information by third parties that they have admitted or become aware of.
- 5.6. Disclosure of confidential information hereunder means an action or inaction of any of the Parties, as a result of which confidential information becomes known to third parties in the absence of the consent of the confidential information owner. At the same time, the form of confidential information disclosure to third parties (oral, written, using technical means, etc.) does not matter.
- 5.7. The transfer of confidential information to state bodies that control the activities of business entities, at their request, according to the current legislation, is not a violation of confidentiality, only if such a request is sent within the authority of the person who sent it, and the request itself is executed in strict accordance with the requirements of the relevant legislation (including the instructions of the relevant authority).
- 5.8. Confidential Information remains as the property of the Party to which it belongs.
- 5.9. Information cannot be considered confidential if a Party can prove any of the following:
- the present information is or has become publicly available, but not as a result of its unauthorized disclosure by any of the Parties;
 - The Party transmitting the information has agreed that the other receiving Party may disclose information to a third party without restriction;
 - There is a consent of the owner of the information (personal data), executed in accordance with the legislation of the Republic of Kazakhstan.
- 5.10. The FCB is obliged to:
- 5.10.1. Use confidential information in compliance with the terms hereof;
- 5.10.2. Allow its employees to access confidential information only in case of official necessity to the extent required for the fulfillment of their obligations, and inform them of the terms of confidentiality;
- 5.10.3. To admit to the information of their contractors (contract receiver), consultants, auditors only in case of official necessity to the extent required for their obligations fulfillment, and also subject to the signing of a confidentiality agreement with the said persons (as a separate document or as part of another contract), guaranteeing the provision by the relevant persons of the protection of confidential information on terms not worse than those contained herein.
- 5.11. The Parties have the right to transfer information about the fact of the conclusion hereof and its conditions, with the exception of financial, as well as about transactions and agreements under which the Agreement was concluded, to partners, clients and other persons, subject to the signing of a confidentiality agreement with these persons (as a separate document or as part of another agreement) guaranteeing the provision of confidential information protection on terms by the relevant persons no worse than those contained herein.
- 5.12. By accepting the terms hereof, the Client agrees to:
- collection, processing of personal data of the Client by FCB, for photographing the Client and his documents for receiving services;
 - obtaining the FCB current and subsequent information from the databases of state bodies, other organizations and persons, directly and through third parties.

6. RESPONSIBILITIES OF THE PARTIES

- 6.1. For non-fulfillment or improper fulfillment of obligations hereunder, the Parties shall be liable in accordance with the terms hereof and the legislation of the Republic of Kazakhstan.
- 6.2. FCB is not responsible for:
- 6.2.1. Risks of the Client related to execution of Loans, including refusals to issue (register) Loans and execution of Loans in the name of the Client.
- 6.2.2. Reputational risks of the Client associated with the Service use.
- 6.2.3. Non-compliance of the Service with the Client's expectations, not related to the conditions expressly specified herein.

7. FORCE MAJEURE

- 7.1. In the event of force majeure circumstances (Acts of God), namely: war, hostilities (declared or not declared), blockade, embargo, fires, floods, other natural disasters or natural phenomena that make it impossible for the Party to fulfill its obligations under hereof, the Party affected by such circumstances shall be released from liability for non-fulfillment and (or) improper fulfillment of its obligations hereunder for the duration of these circumstances.
- 7.2. The Party that is unable to fulfill the terms hereof due to force majeure circumstances is obliged to notify the other Party of these circumstances occurrence or termination no later than 3 (three) calendar days from the moment of their occurrence or termination, in writing. Untimely notification of force majeure occurrence deprives the affected Party of the right to refer to these circumstances in the future.
- 7.3. The Party is not entitled to refer to force majeure circumstances as grounds for exemption from liability if these circumstances occurred after the due date for the performance of the relevant obligations hereunder (at the time of the delay in the performance by the Party of its obligations).
- 7.4. If force majeure circumstances continues for more than 3 consecutive months and affects the fulfillment of their obligations by the Parties hereunder, each of the Parties has the right to early termination hereof, provided that it notifies the other Party no later than 10 (ten) calendar days before the expected termination date.

8. DISPUTES RESOLUTION

- 8.1. The Parties agreed that they would make every effort to resolve disputes that they may have in the course of the execution hereof through negotiations and making a decision on the dispute on the basis of mutual concessions and seeking consensus or compromise.
- 8.2. If the relevant dispute cannot be resolved through negotiations, such kind of dispute shall be settled in court.
- 8.3. The Parties agreed that the legislation of the Republic of Kazakhstan will be applied to resolve disputes that may arise in connection with the fulfillment of the terms hereof.
- 8.4. The parties agreed that disputes that may arise in connection with the fulfillment of the terms hereof are subject to consideration by the courts of the Republic of Kazakhstan.

9. PROCEDURE FOR CONCLUSION, VALIDITY, PROCEDURE FOR TERMINATION OF THE AGREEMENT

- 9.1. The Service is provided to the Client only if the Agreement is concluded by submitting an application for the service "Voluntary refusal to issue bank loans/microcredits with an EDS on Egov" and signing an application using an EDS.
- 9.2. The Agreement is effective upon execution and is valid for the duration of the Service.
- 9.3. The Parties have agreed that all documents, including accounting documents, signed by means of an EDS or other legal analogue of a handwritten signature, have the same force as documents with a handwritten signature.

10. FINAL PROVISIONS

- 10.1. The names of the sections hereof are given for convenience and do not affect the interpretation of the content of the clauses hereof.
- 10.2. The recognition of a part hereof as invalid does not entail the invalidation of the entire Agreement.

11. DETAILS OF FCB

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