

## Agreement on the Use of Services of the “DMAS” Electronic Trading Platform

This Agreement, in accordance with the provisions of the Civil Code of the Republic of Kazakhstan, constitutes an official offer (public offer) of First Credit Bureau LLP, BIN 040940002421 (hereinafter - the Operator) to conclude an Agreement on the Use of the “DMAS” Electronic Trading Platform (hereinafter - the Agreement) on the relevant terms and conditions.

The Agreement regulates the general and principal terms of the relationship between the Operator on the one part and the trading participants who have accepted the public offer to conclude the Agreement on the other part (jointly referred to as the Parties).

The Agreement shall be published on the “DMAS” Electronic Trading Platform, shall enter into force from the moment the trading participant accepts the offer, and shall remain valid until the offer is withdrawn by the Operator. Amendments to the terms and conditions/termination of the Agreement shall enter into force within 15 calendar days from the date of publication of such amendments, unless another period is specified.

Acceptance (unconditional acceptance) of the terms and conditions of the Agreement in accordance with Article 396 of the Civil Code of the Republic of Kazakhstan shall be deemed accepted and approved by the trading participant from the moment the corresponding field on the Platform is checked confirming the trading participant’s consent to the terms and conditions of the Agreement. In the event of disagreement of the trading participant with amendments to the Agreement, the trading participant shall cease using the Platform and notify the Operator thereof.

### Terms

The Agreement uses terms provided for by the legislation of the Republic of Kazakhstan, as well as the following terms which shall have the following meanings:

- **Platform** - the specialized DMAS electronic trading platform providing trading participants with infrastructure for conducting trading on the internet resource: <https://dmas.kz>;
- **Transaction** - a sale and purchase agreement and (or) an assignment agreement for rights (claims) under a bank loan agreement/a microcredit agreement in respect of an Asset;
- **Asset** - a type of property and (or) rights (claims) provided for by paragraph 1 of Article 15-18 of the Law of the Republic of Kazakhstan “On State Regulation, Control and Supervision of the Financial Market and Financial Organizations” (hereinafter - the Law on State Regulation), put up for trading on the Platform in accordance with the legislation of the Republic of Kazakhstan, in particular:
  - 1) property of a bank, an organization carrying out certain types of banking operations, a subsidiary organization of a bank acquiring doubtful and bad assets of the parent bank, specified in the first part of paragraph 7-1 of Article 8 of the Law of the Republic of Kazakhstan “On Banks and Banking Activities in the Republic of Kazakhstan” (hereinafter - the Law on Banks);
  - 2) property of a microfinance organization specified in the first part of paragraph 7 of Article 3 of the Law of the Republic of Kazakhstan “On Microfinance Activities” (hereinafter - the Law on Microfinance Activities);
  - 3) rights (claims) under a bank loan agreement/under a microcredit agreement;
- **Trading Participant** - a second-tier bank (hereinafter - the bank), an organization carrying out certain types of banking operations, a subsidiary organization of a bank acquiring doubtful and bad assets of the parent bank, a microfinance organization, as well as another person subject to the restrictions established by Article 36-1 of the Law on Banks and Article 9-1 of the Law on Microfinance Activities;

- **Buyer** - a trading participant with the role of “Buyer”, including a potential buyer intending to acquire an Asset by submitting an application for participation in trading;
- **Seller** - a trading participant with the role of “Seller”;
- **Winner** - a trading participant with the role of “Buyer” recorded in the Trading Protocol as the winner of trading;
- **Service** - a service for ensuring functioning of the Platform for preparation and conduct of trading, conclusion of Transactions, as well as services rendered by the Operator through the Platform to ensure security, impartiality, confidentiality and relevance within Transactions in accordance with the legislation of the Republic of Kazakhstan;
- **Account** - the personal account of the trading participant on the Platform through which management functions for obtaining the Services are available to the participant;
- **Registration** - the procedure for completion by the trading participant of the relevant forms on the Platform for creation of an Account. Registration shall be deemed completed only in the event of successful completion of all relevant stages thereof on the Platform;
- **Authorization** - the process of granting to the trading participant permissions, access rights and privileges on the Platform as determined by the Agreement after logging into the Account;
- **Announcement** - a notice published by the Seller on the Platform regarding the conduct of trading in respect of an Asset;
- **Partner** - a legal entity ensuring the functionality/payment acceptance/relevance/technical support and operability of the Platform on the basis of the relevant agreement;
- **Operator’s Rules** - the Rules for Use of the DMAS Electronic Trading Platform approved by the Operator and published on the Platform;
- **EDS (Electronic Digital Signature)** - an electronic digital signature issued in accordance with the legislation of the Republic of Kazakhstan;
- **Bid** - a method of changing the current trading price during the conduct of trading, expressed in the form of an amount specified by the Buyer in accordance with the trading conditions;
- **Automatic Price Offer Submission Functionality** - functionality of the Platform ensuring automatic submission of a bid by the trading participant within the specified parameters: starting value, auction increment and maximum bid value;
- **Auto-Extension** - functionality of the Platform ensuring automatic extension of the completion time of upward trading for an interval established by the Seller, calculated from the moment of receipt of the last bid in such trading;
- **Consent** - consent to collection, processing and storage of personal data of the trading participant (individual) provided to the Operator and (or) the Partner for the purpose of provision of the Services in accordance with Appendix 1, which constitutes an integral part of the Agreement.

*Terms, abbreviations and definitions may be used in uppercase or lowercase letters, in any number and grammatical case.*

## **1. General Provisions**

1.1. The subject matter of the Agreement shall be the provision of Services by the Operator and interaction of the Parties when using the Platform under the terms and conditions specified in the Agreement. At the same time, the Operator shall not be a party to the Transaction concluded based on the results of trading conducted on the Platform.

## **2. Registration and Authorization**

2.1. To receive the Services or access certain functionality of the Platform, the trading participant shall complete the registration or authorization procedure and sign the Consent (if necessary).

2.2. Registration:

2.2.1. Registration shall be carried out by completing the relevant forms and shall be confirmed by means of the EDS and a one-time unique code sent to the trading participant by email.

2.2.2. Upon registration, the trading participant shall provide accurate and complete information in the proposed forms and maintain such information up to date (by immediately making the relevant amendments).

2.2.3. The one-time unique code shall remain valid for 3 minutes from the moment it is sent. The number of registration attempts by a trading participant made during a certain period using one-time unique codes may be limited.

2.2.4. Registration shall be carried out once for one telephone number of the trading participant. Repeated registration of a new Account using a telephone number previously specified during registration shall not be permitted.

2.2.5. If the trading participant provides inaccurate information about itself, or if the Operator has grounds to believe that the information provided by the trading participant is incomplete or inaccurate, as well as if the trading participant has created two or more Accounts, the Operator shall have the right, at its sole discretion, to block or delete the Account and deny the trading participant use of the Platform and suspend/terminate obligations under the Agreement until clarification of the circumstances.

2.2.6. After registration on the Platform, an Account shall be created.

2.3. Authorization:

2.3.1. Registered trading participants shall complete Authorization in order to log into the Platform.

2.3.2. Authorization shall be carried out by using a one-time unique code received at the email address of the trading participant.

2.3.3. Authorized trading participants shall be granted access to additional Platform functionality and the ability to exchange electronic messages between trading participants and (or) with the Operator.

2.4. Provision of Consent:

2.4.1. Consent of the trading participant shall be confirmed through acceptance of the Agreement and shall remain valid until revoked.

2.5. All actions of an authorized trading participant performed using the EDS (Electronic Digital Signature) shall be recognized by the Parties as an act of valid and reliable expression of intent of the trading participant itself. Transactions executed on the Platform shall be recognized as equivalent to a document personally signed by the trading participant.

2.6. The Operator shall not be liable for consequences of any nature that may occur due to violation by the trading participant of the provisions of the Agreement regulating the procedure for access to its Account and security requirements.

2.7. Regardless of deletion of the Account on the Platform (on any grounds) or termination of use of the Platform, all obligations of the trading participant toward the Operator, including current purchases carried out through the Platform functionality, shall remain in force until full performance thereof by the trading participant, unless the Operator expressly releases such trading participant from such obligations in accordance with the legislation of the Republic of Kazakhstan.

2.8. When using the Account, the trading participant shall independently ensure:

- 1) confidentiality of the one-time unique code sent to its email address;
- 2) security of data for access to its Account;
- 3) secure completion of work under its Account upon completion of each Platform session;
- 4) immediate notification to the Operator of any cases of unauthorized (not permitted by the trading participant) access to the Platform using its Account and/or any violations (suspected violations) of confidentiality of its Account access credentials.

### **3. Procedure for Publication of Announcements Regarding Assets**

3.1. After Authorization, the Seller shall publish an announcement by completing the required attributes on the Platform. At the same time, the Seller shall assume all risks in the event of indication of inaccurate data.

3.2. For the purpose of conducting trading, the Seller shall place on the Platform an announcement with an attached draft sale and purchase agreement in respect of the assets provided for by subparagraphs 1) and 2) of paragraph 1 of Article 15-18 of the Law on State Regulation, and (or) a draft assignment agreement for rights (claims) in respect of the assets provided for by subparagraphs 3) and 4) of paragraph 1 of Article 15-18 of the Law on State Regulation, at least 10 (ten) calendar days prior to the conduct of trading respectively.

3.3. The announcement regarding the conduct of trading shall contain the following information:

- 1) the method of conducting trading;
- 2) the type of Asset being sold;
- 3) the initial price and the price below which the Asset shall not be sold during trading (hereinafter - the reserve price);
- 4) the date and time of trading (established at least 10 (ten) calendar days from the date of placement on the Platform);
- 5) availability of Auto-Extension in the case of the upward trading method;
- 6) the list of documents provided by the Seller in respect of the Asset;
- 7) the amount, procedure and deadline for payment of the guarantee contribution, banking details of the Operator (BIC, IIC);
- 8) deadlines for submission of applications for participation in trading (hereinafter - the application).

3.4. Prior to placement of the assets provided for by subparagraphs 1) and 2) of paragraph 1 of Article 15-18 of the Law on State Regulation for conducting trading on the Platform, the Seller shall ensure, for each asset, uploading of electronic copies of title documents for the asset and creation of an application for sale of the asset containing the following information:

- the registration number of the asset assigned by the registering authority;
- the date of registration of the asset by the registering authority;
- the IIN/BIN of the owner of the asset;
- the name and location of the asset;
- technical characteristics of the asset;
- photographs of the asset;
- other information necessary for the purposes of conducting trading;

3.5. Prior to placement of the assets provided for by subparagraphs 3) and 4) of paragraph 1 of Article 15-18 of the Law on State Regulation for conducting trading on the Platform, the Seller shall ensure, for each asset, creation of an application for sale of the asset containing the following relevant information:

- the number and date of execution of the bank loan agreement subject to consent in accordance with paragraph 4 of Article 50 of the Law on Banks and (or) the microcredit agreement subject to consent in accordance with paragraph 3 of Article 21 of the Law on Microfinance Activities;

- the IIN /BIN of the borrower subject to consent in accordance with the first part of paragraph 4 of Article 50 of the Law on Banks and (or) paragraph 3 of Article 21 of the Law on Microfinance Activities;
  - the IIN/BIN of the creditor;
  - the IIN /BIN of the person assigning the right (claim) under the bank loan agreement and (or) the microcredit agreement;
  - the amount of indebtedness under the bank loan agreement and (or) the microcredit agreement;
  - the amount of indebtedness under the bank loan agreement and (or) the microcredit agreement;
  - information on collateral (if any), including the name, location of the collateral item, and the IIN /BIN of the owner of the collateral item;
  - other information necessary for the purposes of conducting trading;
- 3.6. The generated announcement shall be published on the Platform after approval by the Operator.
- 3.7. After publication of the announcement on the Platform, the process for participation of Buyers in trading shall become available.

#### **4. Rights and Obligations of the Parties**

##### **4.1. The Operator shall:**

- 1) ensure functioning of the Platform and restore its operability in the event of technical failures. At the same time, the Operator shall not guarantee uninterrupted operation of the Platform due to fault of third parties (providers of communication services, electricity supply, etc.);
- 2) prevent disclosure of information contained on the Platform, including information constituting commercial, banking and other secrecy protected by the laws of the Republic of Kazakhstan, except in cases provided for by the legislation of the Republic of Kazakhstan;
- 3) maintain records of actions of trading participants performed on the Platform;
- 4) consider requests of trading participants and (or) other persons regarding issues related to use of the Services.

##### **4.2. The trading participant in the role of Seller shall:**

- 1) provide proper information regarding the asset by determining the level of disclosure of information regarding the Asset at the stage of preparation of the announcement;
- 2) ensure signing of the Non-Disclosure Agreement with other trading participants, including in cases where information regarding assets contains personal data, banking secrecy, secrecy of microcredit provision and other legally protected secrecy (hereinafter - protected secrecy);
- 3) enter accurate data regarding assets in the scope and manner determined by the Platform functionality;
- 4) update information regarding the asset on the Platform from the moment of first upload of information regarding the asset and take all necessary actions to maintain relevance of the information;
- 5) perform actions for proper execution of the Transaction in accordance with the procedure established by the legislation of the Republic of Kazakhstan.

##### **4.3. The trading participant in the role of Buyer shall:**

- 1) sign the Non-Disclosure Agreement with the trading participant in the role of Seller, including in cases where information regarding assets put up for trading contains protected secrecy;

- 2) maintain confidentiality regarding information about the asset and not disclose information contained therein to third parties;
- 3) pay the guarantee contribution within the period of 24 (twenty-four) hours prior to commencement of trading in the procedure and amount determined by the Seller;
- 4) upon completion of trading, perform actions for proper acquisition of the asset in accordance with the procedure established by the legislation of the Republic of Kazakhstan and the Operator's Rules.

**4.4. The Operator shall have the right to:**

- 1) engage a Partner within the scope of provision of the Services;
- 2) where necessary, improve and supplement the functionality of the Platform;
- 3) introduce amendments to the Agreement;
- 4) conduct moderation at each stage of actions performed by trading participants;
- 5) require the trading participant to confirm data specified during registration, including by requesting supporting documents.

**4.5. The trading participant shall have the right to:**

- 1) obtain access to the Platform after Authorization in accordance with the terms and conditions of the Agreement;
- 2) participate in trading in accordance with the terms and conditions of the Agreement;
- 3) approve/amend the Transaction in accordance with the terms and conditions of the Agreement.

## **5. Procedure for Conducting Trading**

5.1. To participate in trading, the Buyer shall submit an application and pay the guarantee contribution.

5.2. Submission of applications by trading participants shall commence from the date of publication of the announcement and end 24 (twenty-four) hours prior to commencement of trading. Participation in trading may be carried out directly by the trading participant or by using the Automatic Price Offer Submission Functionality.

5.3. Submission of an application shall mean the Buyer's intention to pay the guarantee contribution and, if recognized as the Winner, conclude a Transaction with the Seller.

5.4. If the Buyer wishes to participate in several trading sessions, the Buyer shall submit an application for participation in each trading session and pay the guarantee contribution for each application.

5.5. Based on the results of verification of applications of trading participants, the Seller shall send to the Operator and the trading participant a notification on acceptance of the application or the reasons for refusal to accept the application in accordance with clause 5.6 of the Agreement.

5.6. The grounds for refusal to accept an application shall be:

- failure of the guarantee contribution specified in the trading announcement to be received in the Operator's bank account by the commencement of trading;
- non-compliance of the trading participant with paragraph 3 of Article 15-18 of the Law on State Regulation;
- affiliation of potential buyers in relation to each other in accordance with Article 64 of the Law of the Republic of Kazakhstan "On Joint Stock Companies" and Article 12-1 of the Law of the Republic of Kazakhstan "On Partnerships with Limited and Additional Liability".

5.7. Based on the results of application verification, the Operator shall send to the trading participant an electronic notification on acceptance of the application or refusal thereof indicating the reasons to the email address specified by the participant on the ETP.

5.8. On the Platform, the Seller shall independently determine the trading method. Trading shall be conducted by means of increasing or decreasing the price of the Asset in accordance with the procedure determined by the Operator's Rules.

5.9. After completion of trading, the Winner shall be determined automatically on the Platform. The Winner shall receive a notification of victory, while the remaining Buyers shall receive the corresponding notification of loss.

- 5.10. The trading results for each sold Asset shall be documented by a trading results protocol, which shall be signed on the Platform by the Seller and the trading participants on the day of trading.
- 5.11. The trading results protocol shall constitute a document recording the trading results and shall serve as the basis for signing the Transaction between the Winner and the Seller. The protocol shall be valid upon the presence of the signatures of the Seller and the Winner.
- 5.12. The Winner shall be determined on the Platform through automatic generation of the trading results protocol, after which the Operator shall publish information on the trading results with the status “Trading Completed Successfully” and send the trading results protocol to the trading participants.
- 5.13. In the event that trading is recognized as failed, the Seller shall sign an act on failed trading. The act on failed trading shall be generated on the Platform, after which the Operator shall publish information on the trading results with the status “Trading Failed” and send the act on failed trading to the Seller.
- 5.14. Direct targeted sale shall be conducted on the Platform in respect of the Assets specified in subparagraphs 1) and 2) of paragraph 1 of Article 15-18 of the Law on State Regulation on the basis of 3 (three) or more acts on failed trading.
- 5.15. In the event that trading is recognized as failed, subsequent trading shall be conducted not less than 15 (fifteen) calendar days from the date of signing of the first act on failed trading.
- 5.16. In the event of a direct targeted sale in respect of the Assets specified in subparagraphs 1) and 2) of paragraph 1 of Article 15-18 of the Law on State Regulation, the price of the object shall be established at a level not lower than the reserve price established during the most recent failed trading.

## **6. Guarantee Contribution**

- 6.1. The guarantee contribution shall be paid by the Buyer to the banking details of the Operator specified in the trading announcement.
- 6.2. The guarantee contribution of the trading participant shall be paid to secure conclusion of the agreement in respect of the asset being sold (under the conditions declared during participation in trading in the process of submission of the application) within 24 (twenty-four) hours prior to commencement of trading. The amount of the guarantee contribution shall constitute 10% (ten percent) of the reserve price of the asset, but not less than 50 (fifty) MCI (Monthly Calculation Index) and not more than 30,000 (thirty thousand) MCI (Monthly Calculation Index).
- 6.3. If the Buyer intends to participate in several trading sessions, the Buyer shall pay the guarantee contribution for each application.
- 6.4. After signing of the Transaction in respect of the asset, the guarantee contribution of the Winner of trading shall be credited toward fulfillment of obligations under the Transaction and transferred to the Seller’s bank account.
- 6.5. In the event that the Winner refuses to sign the Transaction within the established timeframes, the Seller shall sign, using the EDS (Electronic Digital Signature), an act on cancellation of the trading results generated on the Platform, and such asset shall be repeatedly put up for trading under the conditions of the cancelled trading.
- 6.6. Refund of the guarantee contribution to the trading participant shall be carried out by the Operator within one business day from the moment the trading participant confirms the application for refund of the guarantee contribution generated on the Platform after completion of trading or by submission by the trading participant of an application for refund of the guarantee contribution. The guarantee contribution shall be refunded to the trading participant to the bank account specified in the application for refund of the guarantee contribution.
- 6.7. Upon occurrence of the cases provided for by paragraphs 5 and 8 of Article 15-21 of the Law on State Regulation, the Operator shall return the guarantee contributions paid by the trading participants and notify the Seller and the trading participants of the cancellation of trading and the reasons for such cancellation.

## **7. Confidentiality**

7.1. The Parties unconditionally agree that, through the Platform, trading participants are granted access to information, including information regarding assets, and the Parties acknowledge and hereby agree that:

1) information received by the trading participant during operation with the Platform and receipt of the Services is confidential, and information containing details regarding the asset constitutes secrecy protected by law, and also includes personal data relating to persons, including but not limited to pledgors, guarantors, sureties and others;

2) transfer by either Party to any person of received information regarding the asset (in electronic form, orally or in writing) shall constitute disclosure by the Party of confidential information and shall entail liability in accordance with the legislation of the Republic of Kazakhstan.

7.2. Use of information on the Platform shall be carried out by the Parties strictly in accordance with the purpose of evaluation/acquisition/sale of the asset.

7.3. The Parties undertake to preserve confidentiality and, without written consent of the other Party, not disclose or make available to third parties any information that is the property of the other Party or bears characteristics thereof.

7.4. Trading participants undertake not to disclose confidential information to any person, except in cases provided for by applicable legislation in fulfillment of requirements of central executive authorities, law enforcement authorities or a court, or where such information is publicly available, or with the consent of the owner of the information.

7.5. The Party violating the provision on non-disclosure of confidential information undertakes to compensate the other Party for all losses provided for by the current legislation of the Republic of Kazakhstan incurred by the other Party in connection with disclosure of confidential information.

## **8. Exclusive Rights**

8.1. All objects available on the Platform, including design elements, text, graphic images, illustrations, databases and other objects (hereinafter - the Platform Content), as well as any content posted on the Platform, shall constitute objects of the exclusive rights of the Operator or other right holders.

8.2. Use of the Platform Content, as well as any other elements of the Platform, shall only be possible within the scope of the functionality offered by the Platform. No elements of the Platform may be used in any other manner without prior consent of the Operator. Exceptions shall be cases expressly provided for by applicable legislation or the terms of use of specific functionality of the Platform.

## **9. Liability**

9.1. The Parties shall take all necessary and sufficient measures to settle disputes, exchange messages, letters and documents within reasonable timeframes, but not more than 10 (ten) calendar days from the date of receipt. Disputes shall be considered by the Parties taking into account business practices and customs, on the basis of mutual respect and the requirements of the current legislation of the Republic of Kazakhstan.

9.2. The Parties shall be released from liability for non-performance or improper performance of obligations assumed under the Agreement only if such non-performance/improper performance resulted from force majeure circumstances directly affecting performance by the liable Party of obligations under the Agreement. At the same time, the Party in respect of which force majeure circumstances arose shall notify the other Party thereof in writing and provide the latter with a written document (act) of the relevant authorized state authority confirming the occurrence of force majeure circumstances.

9.3. The trading participant shall independently bear responsibility for incorrectness or inaccuracy of information posted by it in announcements.

9.4. The trading participant acknowledges that disclosure of confidential information obtained through the Platform constitutes a violation of the requirements of the legislation of the Republic of Kazakhstan regulating protection of commercial, official and other information and agrees that it shall independently bear liability for such violation.

9.5. The Operator shall bear liability to the trading participant exclusively for functioning of the Platform in accordance with the terms and conditions of the Agreement, while payment of any amounts by the Operator under the Agreement shall be carried out only in accordance with the terms and conditions of the Agreement, provisions of the legislation of the Republic of Kazakhstan and court decisions having entered into legal force.

9.6. The Operator shall not bear liability for:

9.6.1. inability to receive the Services caused by reasons not directly dependent on the Operator;

9.6.2. any types of losses of trading participants arising as a result of their use of the Platform or any separate functionality thereof;

9.6.3. description of the asset and its characteristics posted on the Platform. Asset data shall be published in accordance with the data provided by the Seller, and responsibility shall be fully borne by the Seller. Trademarks posted on the Platform shall be used exclusively for informational purposes.

9.6.4. losses, damages or expenses arising as a result of decisions made by trading participants;

9.6.5. possible losses of the trading participant related to loss of profit (loss of anticipated profit), interruption of business activity, loss of business information or other losses arising during use of the Services, unless otherwise proven in court proceedings.

9.7. The Operator does not guarantee that the Platform complies/will comply with the requirements and expectations of trading participants, or that the functionality of the Platform will be provided continuously, promptly, reliably and without errors. The Operator shall take necessary measures to ensure high-quality service, including during technical interruptions in operation of the Platform. All technical failures and system errors that arise shall be reported to the technical support email address in accordance with the Rules.

9.8. Relations between trading participants regarding claims concerning the asset shall be regulated independently between them. The Operator shall not bear liability for non-performance and/or improper performance by trading participants of obligations under Transactions concluded between them.

## **10. Representations and Warranties**

10.1. The Operator warrants that it possesses permits issued by the authorized authority for regulation, control and supervision of the financial market and financial organizations granting the right to carry out the Operator's activities.

10.2. The Seller warrants that it possesses all necessary permits and authority for sale of the asset, as well as for listing the asset on the Platform under the relevant trademarks and names.

10.3. The Buyer warrants that it possesses all necessary permits and authority for purchase of the asset.

## **11. Final Provisions**

11.1. The amount, procedure and timeframes for payment of the Operator's remuneration are set forth in the Operator's Rules in accordance with the legislation of the Republic of Kazakhstan.

11.2. The provisions of the Agreement shall be governed and interpreted in accordance with the legislation of the Republic of Kazakhstan applicable to the relations between the trading participants and the Operator related to use of the Platform.

11.3. If, for any reason, one or more provisions of the Agreement are recognized as invalid or unenforceable, this shall not affect the validity or enforceability of the remaining provisions of the Agreement.

11.4. If negotiations cannot be conducted or if disputes, contradictions and disagreements cannot be resolved through negotiations, they shall be resolved through court proceedings in accordance with the legislation of the Republic of Kazakhstan at the court located at the place of location of the Operator.

11.5. Exchange of electronic messages between trading participants and (or) between the Operator and trading participants shall be carried out on the Platform by means of electronic messages sent to the email addresses specified during registration or to the personal accounts of the trading participants.

*I have read and agree with the terms and conditions of the Agreement and accept them as is.*

**Consent to Collection and Processing of Personal Data**

I, Full Name \_\_\_\_\_  
IIN \_\_\_\_\_

**hereby give my consent to First Credit Bureau LLP, BIN 040940002421 (hereinafter - the Operator) for:**

- collection, processing and transfer of my personal data of public and restricted access (including but not limited to full name, IIN, biometric data, telephone number, address and other information necessary for provision of the Operator’s services), and photographing of my documents for the purposes of provision of the Operator’s services;
- transfer and dissemination of personal data to third parties where necessary;
- receipt of current and subsequent information from databases of state authorities;
- application of additional tools for confirmation of my actions (SMS messages, etc.).

Under this consent, cross-border transfer of my personal data shall not be provided and dissemination of my personal data in publicly available sources shall not be permitted.

For the purpose of obtaining the above-mentioned information, the Operator shall have the right to send my identification data to all state authorities and organizations of all forms of ownership without exception.

The validity period of the consent shall remain effective until withdrawal of such consent.

I confirm that all instructions and information specified in the Consent are completed correctly and express my true intention.

*I hereby confirm my consent.*