

Guarantor: JSC “Halyk Savings Bank of Kazakhstan”

Address: (address of the branch/HO shp) \_\_\_\_\_

To: \_\_\_\_\_ [(name, business identification number (or other information provided by the legislation of the state in which the non-resident is registered, identifying him as a legal entity), date of state registration)]<sup>1</sup>/[surname and given names (middle name if available), personal identification number, date of birth, name and details of the identity document (number, issuing authority, date of issue and validity of the document) (or other personal data provided by the legislation of the state in which the non-resident is registered)]<sup>2</sup>

Address: \_\_\_\_\_ (Beneficiary’s [legal address]<sup>3</sup>/[place of residence, legal address]<sup>4</sup>)

Bank guarantee agreement № \_\_\_\_\_ from \_\_\_\_\_

GUARANTEE OBLIGATION № \_\_\_\_\_

Almaty

Date \_\_\_\_\_

We have been informed that \_\_\_\_\_ (name and legal address or name and surname of of the Supplier) (hereinafter as: the Supplier), BIN/IIN \_\_\_\_\_ , [number and date of state registration]<sup>5</sup>/[date of birth, place of residence, name and details of the details of the identity document (number, issuing authority, date of issue and validity of the document)]<sup>6</sup>, had entered (enters) with you into a procurement contract \_\_\_\_\_ (enter the name of the contract) No. \_\_\_\_\_ dated «\_\_» «\_\_\_\_\_» 200\_ for the supply the goods/rendering of services/providing the works (hereinafter as: the Contract), and in accordance with this Contract the Supplier shall provide you with a performance guarantee for total amount of \_\_\_\_\_ (Currency, amount of guarantee obligation).

In consideration of the aforesaid, we, JSC Halyk Savings Bank of Kazakhstan, 40, Al-Farabi ave., A26M3K5, Almaty, Republic of Kazakhstan, hereby confirm that we are acting as a guarantor under this Contract and irrevocably undertake to pay you within 5 (five) banking days any amount up to \_\_\_\_\_ (Currency, amount) (In words: \_\_\_\_\_) upon receipt of your written demand for payment (hereinafter – «Demand») along with your written confirmation stating that the Supplier has failed to meet his obligations under the Contract.

In case your Demand is submitted not in compliance with the terms of this guarantee, the Guarantor will have the right not to honour such Demand.<sup>1</sup>

\* For the purpose of identification the Demand [and written statement]<sup>4</sup> must be signed by authorized representatives of your company and duly stamped, and also accompanied by notary certified document confirming that the signatures of your representatives are legally valid and binding upon your company and a copy of documents confirming the authority of the persons who signed the Demand.<sup>1</sup>

\* For the purpose of identification of authenticity the Demand [and written statement]<sup>4</sup> must be signed by authorized representatives of your company and duly stamped, and submitted to us through the advising bank/your bank confirming that the signatures on your Demand [and written statement]<sup>4</sup> are legally valid and binding upon your company. The bank confirmation shall be made via tested telex or authenticated SWIFT to our telex/SWIFT address: 251531 HSBK KZ/ HSBKKZKX.<sup>1</sup>

<sup>1</sup> This field is filled in if the Beneficiary is a legal entity.

<sup>2</sup> This field is filled in if the Beneficiary is a individual.

<sup>3</sup> This field is filled in if the Beneficiary is a legal entity.

<sup>4</sup> This field is filled in if the Beneficiary is a individual..

<sup>5</sup> This field is filled in if the Applicant is a legal entity.

<sup>6</sup> This field is filled in if the Applicant is a individual.

The Demand can be also presented through system of the Guarantor "Internet banking for corporate clients" and is to be certified by your digital signature.<sup>2</sup>

This guarantee obligation enters into force upon its execution and remains valid until the full performance by the Supplier of its obligations under the Contract.

All rights and obligations under this guarantee shall be governed by the laws of the Republic of Kazakhstan.

Authorized signatories

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<sup>1</sup> Excluded in case of issuance the guarantee under the public procurement / in favor of the company in the group of «Samruk-Kazyna» JSC.

<sup>2</sup> It is used in case of Demand presented by the Beneficiary through the system "Internet Banking for Legal Entities".

\* One of the two statements should be selected depending on conditions of the guarantee.