

INSTRUCTION FOR PROCESSING OF PERSONAL DATA

1. The entry into hereof is considered by the Parties as instructions of the Customer to process personal data to another party as envisaged by Article 14 of the Law of Republic of Kazakhstan dated May 23, 2013, No 94-V "On personal data and its protection".
2. The purpose of personal data processing under these instructions (order) is the performance of the terms of the Agreement.
3. The Customer instructs OSG to perform processing of personal data, namely, actions (a set of actions) aimed at accumulating, storing, changing, supplementing, using, distributing, depersonalizing, blocking and destroying personal data.
4. The content and list of processable personal data of individuals: last name, first name, patronymic; employee identification number; TIN; Individual insurance account number; sex; employment (full time, part time); date of birth; place of birth; citizenship; second-language skills; education background (type; name of an institution of learning; year of graduation from the institution of learning; qualification as per academic credentials; description, series and number of academic credentials, qualifications certificate or special knowledge certificate; major, profession as per academic credentials); service length experience information (total service length; continuous service length; service length eligible for seniority pay); marital condition; family structure; passport details (series, number, date of issue, issuing authority); residential address; registration address; telephone number; information of military registration (retired military-reserve category; military grade; profile; military occupational specialty; category of fitness to military service); information of admission to job or transfer to another job; structural subdivision; position; specialty; profession; attestation; labor rate (base pay); surcharges; qualification rank, class (category); skills upgrade (training commencement date; training completion date; skills upgrade type; institution of learning; document details (description; series, number; date); occupational retraining (retraining commencement date; retraining completion date; specialty; document details (description; series, number; date); rewards and incentives; titles of honor; document details (description; series, number; date); vacation (vacation type; period of work; number of calendar days of vacation; dates of commencement and completion); social benefits (benefit description, number and date of document issue); grounds for termination of employment contract (dismissal); date of dismissal; number and date of employment contract; information of business trips (date, destination point, term, goal; source of funding, assignment); information of working hours (report for work and failures to appear at work); kinship; email; family status; information of a vehicle; information of a bank account; financial information; information of income; position; place of work; structural subdivision; information of disability.
OSG raises the Customer's attention that it provides the services on the physical forms of Customer's Data carriers but not directly on the content of these Documents/Data Carriers, so particularly on the personal data contained therein. Given this, it is Customer's responsibility to notify OSG in writing should the personal data/data subjects involved with data processing would be other than listed hereof.
5. Obligations of the parties as pertain to personal data processing.
 - 5.1. The Customer's obligations:
 - 5.1.1. The Customer is obliged to comply with all rights and legitimate interests of personal data subject as envisaged by the applicable laws of Republic of Kazakhstan, in particular, to obtain the consent of personal data's subjects or have other grounds provided for by the Law of Kazakhstan dated May 23, 2013, No 94-V "On personal data and its protection" for the processing of personal data and cross-border transfer of personal data and undertakes to provide confirmation of such grounds at OSG request within three days from the date of its receipt, as well as comply with other requirements of the current legislation of Republic of Kazakhstan in order to use OSG Services;
 - 5.1.2. If a personal data subject requires the access to his/her personal data, corrections or amendments to the personal data, disputed the legality of personal data processing or otherwise required deletion of personal data, the Customer shall immediately instruct OSG to take the appropriate actions and/or Services, in accordance with the procedure and conditions stipulated in the Agreement;
 - 5.1.3. In case the Customer doesn't comply with its obligations under the current legislation of Republic of Kazakhstan and/or this Annex, the Customer shall fully reimburse OSG for the documented damage caused as a result of the Customer's failure to fulfill the abovementioned obligations.
 - 5.2. The OSG's obligations:
 - 5.2.1. In relation to personal data OSG acts in accordance with the relevant Customer's instructions and the conditions provided for in the Agreement. OSG processes personal data only to the extent and for such a period of time as is necessary to achieve the purpose of providing the Service;
 - 5.2.2. OSG is obliged to maintain of confidentiality of personal data to be processed hereunder, and shall ensure the personal data security during its processing.
 - 5.2.3. In accordance with the requirements of the current legislation of Republic of Kazakhstan OSG shall take the required organizational and technical measures to protect the personal data used hereunder from any illegal or accidental access thereto, destruction, modification, blocking, copying, distribution, or any other illegal actions with respect to the personal data.
 - 5.3. The Customer allows OSG to provide Services with the involvement of sub-executors and carry out cross-border transfer to third parties, to the territory of foreign states that provide adequate protection of the rights of personal data subjects, or do not provide adequate protection of the rights of personal data subjects for the purpose of fulfilling the terms of the Agreement. OSG is allowed to transfer personal data (but not physical Data carriers) outside Republic of Kazakhstan, provided that such transfer meets the requirements of the current legislation of Republic of Kazakhstan.
 - 5.4. If this Agreement is terminated the OSG undertakes to destroy the personal data furnished by the Customer for processing.
 - 5.5. In the event of a Customer's request to delete particular personal data, the OSG undertakes to delete such personal data within 1 (one) working day.
6. Audits
 - 6.1. Upon previously agreement with OSG on the date and time of the visit, Customer shall have the right to monitor OSG's compliance with the applicable legislation as per the technical and administrative safeguards to avoid unlawful personal data processing. The Customer agrees to comply with OSG's safety and security policies while at OSG Facilities. The Customer's monitoring rights are subject to full compliance with the following limitations:
 - the Customer shall not have access to any materials or information owned by any other OSG customers;
 - OSG will not disclose any information related to its proprietary security procedures or environment;
 - the Customer can stay at OSG Facilities if the Customer's authorized representative is constantly accompanied by a OSG' representative within the restricted access zone.
 - the Customer can have access to the OSG facility (but not to the actual stored Data carriers) for general inspection. The Customer can access their Data carriers at OSG Facility in the Audit room (if available).
 - OSG reserves the right to refuse access to any competitor or any third party acting on behalf of a competitor;
 - 6.2. Third parties on behalf of the Customer might be given access to OSG Facility only after executing OSG's confidentiality agreement.
 - 6.3. Where the completion of monitoring requires OSG to complete certain Services, the Fees for such Services shall be reimbursed by the Customer.
