

**PUBLIC OFFER**  
**(proposal to conclude an agreement on the issue, distribution**  
**and servicing of a prepaid payment card for the product**  
**«Package prepaid» of «Freedom Bank Kazakhstan» JSC)**

«Freedom Bank Kazakhstan» JSC offers any individual who has reached the age of eighteen and is interested in purchasing a prepaid payment card under the product «Package Prepaid» of «Freedom Bank Kazakhstan» JSC, the following agreement for conclusion:

**AGREEMENT ON THE ISSUE, DISTRIBUTION AND SERVICING OF A PREPAID PAYMENT  
CARD/ELECTRONIC PAYMENT METHOD «PACKAGE PREPAID» OF  
«FREEDOM BANK KAZAKHSTAN» JSC**

This Agreement on the issue, distribution and servicing of a prepaid payment card of «Freedom Bank Kazakhstan» JSC (hereinafter referred to as the Agreement) is an integral part of the public offer to conclude an Agreement (hereinafter referred to as the Offer) and regulates the relations of «Freedom Bank Kazakhstan» JSC, hereinafter referred to as the «Bank», on the one hand, and any capable individual who has reached the age of eighteen and accepted the Offer, hereinafter referred to as the Client, on the other hand, hereinafter jointly referred to as the «Parties», and individually as a «Party» or as specified above, related to the issue, distribution and servicing of a prepaid payment card of the Bank (hereinafter referred to as the Card).

Acceptance of the Offer is the fact of entering the OTP code in the Broker's Mobile Application by the Client and the fact of the Client's acquisition of the Card/EPI in the manner stipulated in the Agreement. The Agreement is considered concluded from the moment the Client accepts the Offer.

The term for acceptance of the Offer is not specified. The Offer may be revoked by the Bank at any time. The Bank shall notify individuals of the revocation of the Offer by any of the following methods (at the Bank's discretion):

- 1) by posting information about the withdrawal of the Offer on information boards at the location of the Bank and its divisions;
- 2) by posting information about the withdrawal of the Offer in the Bank's Mobile Application or on the Bank's Website at: [www.bankffin.kz](http://www.bankffin.kz).

The Client is aware and agrees that when establishing/continuing business relations with the Client and/or performing/attempting to perform operations by the Client, the Bank carries out due diligence of the Client, in accordance with the requirements of the legislation of the Republic of Kazakhstan, the Agreement, the Rules on the general conditions for conducting operations of Freedom Bank Kazakhstan JSC (hereinafter referred to as the Rules).

The Client has read and agrees that the Bank has the right to impose temporary restrictions on the Bank's Mobile Application/EPI/Card and suspend operations in accordance with the requirements of the legislation of the Republic of Kazakhstan, the Agreement and the Rules at the time of the Bank's due diligence and/or in compliance with the requirements of the legislation of the Republic of Kazakhstan and international economic sanctions.

The Client has read, understood and agreed to the provisions of the Agreement, the Rules, the Bank's Tariffs and the General Terms and Conditions for Conducting Operations, Opening, Maintaining and Closing Bank Accounts and Payment Cards of Freedom Bank Kazakhstan JSC (hereinafter referred to as the General Terms and Conditions) in full, without any comments or objections, and has joined them in full, as well as undertakes to strictly, promptly and fully comply with all provisions of the Agreement, Rules, and General Terms and Conditions.

**1. GENERAL PROVISIONS**

- 1.1. This Agreement uses the concepts stipulated by the legislation of the Republic of Kazakhstan and the

concepts in the meanings defined in clause 1.2. of the Agreement.

1.2. Terms and definitions used in the Agreement:

- 1) **Authorization** – permission granted by the Bank to the Client to perform an Operation, which creates the obligation of the Bank to make a settlement for such Operation within the Card Limit;
- 2) **Broker** – a legal entity, a professional participant in the securities market with a valid license from the authorized body in the country of registration, part of the Freedom Holding financial group, acting as the Bank's partner for the Product, attracted by the Bank to sell Cards (accept money in payment for Cards) through its sales channels. The list of Brokers is indicated on the Bank's Website;
- 3) **Activation** – removal by the Bank of technical restrictions on the execution of Operations using the Card;
- 4) **Bank** – «Freedom Bank Kazakhstan» JSC, issuer of the Card;
- 5) **Brokerage account** – a personal account opened with a Broker for the purpose of conducting operations with financial instruments;
- 6) **Agreement** – this Agreement for the issue, distribution and servicing of a prepaid payment card of «Freedom Bank Kazakhstan» JSC;
- 7) **Card** – a prepaid payment card for the “Package Prepaid” product in digital format, which upon Activation is linked to the EPI, providing the Client with the opportunity to make payments and/or transfer money within the amount of money previously deposited by the Client and recorded in the Bank's consolidated account;
- 8) **Contact Center** – a division of the Bank's contact center responsible for providing round-the-clock service support through service channels for payment card holders and users of other Bank services;
- 9) **Card Limit** (nominal value) – the amount of money in tenge or foreign currency, within which the Bank has an Obligation to the Client, and the Client has a Right of Claim to the Bank. The maximum Limit for which the Bank may issue a Card, within which the Client may carry out Operations using the Card, shall not exceed the amount equal to 200,000 (two hundred thousand) tenge or its equivalent in foreign currency, determined on the date of issue of the Card;
- 10) **Personal account** – a personal page on the Bank's Website, which the Client has access to in the authorized zone;
- 11) **The Bank's mobile application** – the Bank's software adapted for smartphone screens and operating systems installed on mobile devices;
- 12) **Broker's mobile application** – Broker's software adapted for smartphone screens and operating systems installed on mobile devices;
- 13) **IPS** – a system of mutual settlements and transaction exchange between parties participating in international payment systems, whose payment cards are accepted by TSE for carrying out Operations;
- 14) **Bank's Obligation** – the Bank's obligation to the Client to make settlements on Operations within the Card Limit;
- 15) **ML/FT/FPWMD** – money laundering / financing of terrorism / financing the proliferation of weapons of mass destruction.
- 16) **Operation** – an operation to pay for goods and services using a Card and/or other operations in accordance with the terms of the banking product;
- 17) **Refund operation** – a settlement operation carried out on the EPI using a Card for a full or partial refund of money for a previously completed Operation to the Card;
- 18) **Customer's Right of claim** – the Customer's right of claim to the Bank for the Bank to settle Operations within the EPI/Card Limit;
- 19) **TSE** – a trade and service enterprise that sells goods/works/services using a Card;
- 20) **Package prepaid (hereinafter referred to as the Product)** – a banking product associated with the issue of a Card, using the Client's D-account and at the expense of funds located in the D-account;
- 21) **EPI details** – EPI number, EPI validity period, CVV2 or PIN code;
- 22) **Website** – an electronic information resource of the Bank or Broker, displayed in text, graphic, audiovisual or other form, placed on a hardware and software complex, having a unique network address and (or) domain name and functioning on the Internet. Bank Website Address: [www.bankffin.kz](http://www.bankffin.kz). Broker Website Addresses are indicated on the Bank Website;
- 23) **Electronic Payment Instrument (EPI)** – a means of access for the Client (EPI owner) to purchase

Cards from the Bank and initiate available operations on the banking Product using the Client's funds in the Brokerage Account opened with the Broker. EPI is issued in digital form and in the form of physical plastic, provides the Client with the opportunity to make payments and/or transfer money within the amount of money in the Brokerage Account using the purchased Cards. Marketing name of EPI – Freedom Banker Card;

24) **Tariffs** – rates of fees and commissions for the Bank's services related to its activities, approved by the authorized body of the Bank, valid on the date of payment for the Bank's services. Tariffs are posted on the Bank's website on the Internet at: [www.bankffin.kz](http://www.bankffin.kz);

25) **CVV2** – Card verification value – term of the IPS Visa. Properties similar to the term CVC2 Mastercard;

26) **D-account** – an additional separate account opened with the Broker when opening a Brokerage Account, which can be used to deposit, store and withdraw the Client's money;

27) **MCC (Merchant Category Code)** – seller category code of goods, used to classify goods/services provided by trade/service enterprises.

28) **OTP code** (one-time (disposable) code) – a unique sequence of electronic digital symbols created by software and hardware at the request of the Client and intended for one-time use when concluding an Agreement.

## 1. SUBJECT OF THE AGREEMENT

1.1. Under the Agreement, the Bank undertakes to issue and provide the EPI, and, within the framework of the EPI, to issue Cards to the Client, as well as to service the Client in the manner and under the conditions stipulated in the Agreement.

1.2. The Client undertakes to use the EPI and the Card in accordance with the requirements and provisions of the legislation of the Republic of Kazakhstan, the rules of the IPS and the Agreement.

1.3. The Agreement is binding on all persons who own and/or use the EPI/Cards issued by the Bank.

## 2. PROCEDURE AND CONDITIONS FOR PURCHASING EPI

2.1. The Product can only be opened if the Broker has a Client's D-account.

2.2. The Client may open no more than 1 (one) unit of EPI linked to a D-account with one Broker.

2.3. An account is opened for the EPI in the context of each currency of the Client's D-account with the Broker.

2.4. Registration of the EPI is not permitted if there is another card product linked to the Client's D-account with the Broker.

2.5. EPI is implemented by the Bank through the Broker's Mobile Application or at the Broker's points of sale.

2.6. To purchase EPI, the Client performs the following actions:

1) familiarizes himself with the Agreement in the Broker's Mobile Application or on the Bank's Website;

2) specifies your mobile phone number (hereinafter referred to as the Phone Number) in the Broker's Mobile Application;

3) enters the OTP code specified in the SMS message received from the Bank to the Phone Number in the Broker's Mobile Application. The fact that the Client enters the OTP code is a confirmation of the fact that the Client is familiar with the terms of the Agreement and agrees with them;

4) indicates the shipping address of the EPI within the territory of the Republic of Kazakhstan, issued on plastic (if a Plastic Release Card is selected according to the Product conditions).

2.7. EPI is issued to the Client by sending the EPI Details by the Bank to the Phone Number via SMS no later than a business day. The EPI is issued and given to the Client in digital form or on a tangible medium (on plastic) in accordance with the terms of the Product. The EPI is considered acquired by the Client from the moment it receives the EPI Details.

2.8. To re-obtain the EPI Details, the Client must log in to the Bank's Mobile Application or the Broker's Mobile Application using the Phone Number and enter the OTP code received from the Bank to the Phone Number via SMS. The EPI Details are sent to the Client by the Bank to the Phone Number via SMS.

2.9. From the moment of activation of the Card linked to the EPI, the Bank's Obligation to the Client arises for the amount of the Card Limit, and the Client has the Right of Claim to the Bank for the same amount, provided that there are no grounds specified in Section 4 of the Agreement. The Bank's Obligation to the Client and the Client's Right of Claim to the Bank are expressed in the currency in which the Card was issued.

## 3. PROCEDURE AND CONDITIONS FOR USE OF EPI

- 3.1. The Card and the EPI certify the Client's Right of Claim to the Bank within the Limit of the Card and the EPI and can be used by the Client for the purpose of performing Operations during the term of its validity, taking into account the provisions of the Agreement.
- 3.2. Cash withdrawals using the EPI are carried out at ATMs within the established limits.
- 3.3. After the Bank has carried out settlements on the Operation, the Card Limit is reduced by the amount of such Operation, and accordingly, the Bank's Obligations and the Client's Right of Claim are also reduced by the amount of such Operation.
- 3.4. In the event that the Bank receives money based on the Refund Operation, the money is credited to the Client's EPI, and the Bank's Obligations to the Client and the Client's Right of Claim to the Bank are also increased by this amount, respectively, provided that there are no grounds specified in Section 4 of the Agreement.
- 3.5. Operations carried out using the Card and the EPI are reflected in the consolidated account of the Bank. Within the framework of the concluded Agreement, a bank account is not opened for the Client.
- 3.6. The EPI may be replenished by the Client or third parties, including as a result of transferring money to the EPI, except for the cases specified in paragraph 3.4.
- 3.7. The card cannot be replenished, including by transferring money to it by the Client or third parties.
- 3.8. The Card is activated automatically after any available Operation is carried out by the Client.
- 3.9. The Client shall be responsible for the consequences of the transfer of the Card/EPI for use and/or management by the Client, including remotely, to a third party.
- 3.10. The Bank has the right not to conduct Operations with the EPI in the following cases:
- the amount of the expenditure Operation exceeds the amount of money recorded on the Card/EPI (the Limit amount);
  - The EPI has been blocked by the Client or the Bank, or its validity period has expired;
  - in the event of detection of errors and inaccuracies made during the execution of Operations with EPI;
  - if there is a suspicion of an unauthorized payment being made using the EPI;
  - in the event of an erroneous instruction by the Bank to issue a Card/EPI;
  - in case of violation of the requirements of the legislation of the Republic of Kazakhstan and the rules of the IPS;
  - in case of non-fulfillment or improper fulfillment by the Client of obligations under the Agreement;
  - in other cases, stipulated by the legislation of the Republic of Kazakhstan, the requirements of international economic sanctions, the General Conditions, the Rules and/or the conditions of the Product.
- 3.11. The Client has no right to use the Card/EPI for purposes that contradict the legislation of the Republic of Kazakhstan and the rules of the IPS, including for the purpose of purchasing goods/services/works prohibited by them, including, but not limited to: high-risk MCC purchases - casinos, crypto exchanges, etc., P2P, ATM from/to offshore zones and countries with a high risk level. The Bank, at its discretion, may expand the list of prohibited goods/services/works, territorial zones.
- 3.12. The money recorded on the Card/EPI must be spent by the Client before the end of its validity period, in accordance with the terms of the Product.
- 3.13. If the Operation is carried out outside the territory of the Republic of Kazakhstan, the Operation is carried out in accordance with the rules of the IPS. The currency of settlements of the Bank with the IPS is US dollars. The amount of the Operation carried out through the IPS in a currency other than US dollars is converted into US dollars at the rate established by the IPS on the day of settlements for this Operation.
- 3.14. If the currency of the Operation differs from the currency of the money accounted for on the Card, the currency of the Operation is converted at the Bank's rate set at the time of the Operation.
- 3.15. In the event of the conclusion of agreements between the Client and the Broker and the establishment by such agreements of a different procedure and conditions for issuing Cards and/or performing Operations that differ from those provided for in the Agreement, the provisions of the Agreement shall apply. The provisions of other agreements shall apply to the extent that they do not contradict the Agreement.
- 3.16. Product management is available to the Client in the authorized area of the Bank/Broker Mobile Application, where all information on the Product is presented.
- 3.17. The Bank provides the Client with the opportunity to view on the Website or in the Bank's Mobile Application:
- 1) operations carried out under the EPI;
  - 2) balance of money on the EPI;
  - 3) list of issued Cards/EPI.

3.18. When carrying out expenditure operations using the EPI, Cards are purchased, within the framework of which money is withdrawn from the Brokerage account in favor of the Client and the Client purchases Cards, as well as money is debited from the Cards with the crediting of money to the Client's EPI. The Client, by making a payment via the EPI, gives an unconditional instruction/consent to the Broker to withdraw money from the Brokerage account to the Client's EPI in the Bank, and to use the said funds to purchase Cards and to subsequently write off money from the Cards, and to direct the written-off money to execute banking operations performed by the Client using the EPI.

3.19. When carrying out incoming operations on the EPI, the Client purchases Cards: money from the Cards is debited to the EPI with subsequent crediting of money to the Client's Brokerage Account. By transferring money to the EPI issued to the Client within the framework of the Product, the Client, by accepting the Offer, gives an unconditional instruction/consent to the Bank to direct these funds to the purchase of Cards for the corresponding amount and to make subsequent transfers of the entire amount of money to the Client's EPI in the Bank, and also hereby agrees that these funds are automatically transferred from the Client's EPI to the Brokerage Account.

#### **4. BLOCKING EPI AND CLOSING EPI:**

4.1. The Bank has the right, on its own initiative, to block the Card/EPI before its expiration date in the event of:

- Customer's violations of the terms of the Agreement, Rules;
- if the money on the Card has been spent or returned to the Customer;
- if a statement has been received from the Client that the Card/EPI is being used illegally by a third party and/or the Bank has identified cases of representation and/or transfer of the right to use the Card/EPI/Mobile Application of the Client's Bank by other third parties who do not have legal grounds for doing so;
- there is a suspicion that the Card/EPI/Mobile Application of the Bank is used to carry out illegal, fraudulent operations, unlawful/criminal activities, ML/FT/FPWMD operations, aimed at evading the requirements of international economic sanctions/restrictions established on bank accounts by authorized government agencies
- amendments to the legislation of the Republic of Kazakhstan that restrict Operations under the Agreement or prohibit activities directly related to the subject of the Agreement;
- provided for by the General Conditions, Rules.

4.2. Upon expiration of the validity period, the EPI is automatically blocked.

4.3. A blocked EPI is considered closed on the day it is blocked.

4.4. Refunds under the EPI are made on the basis of the Client's application submitted to the Bank before the expiration of its validity period.

#### **5. RESOLUTION OF CLAIMS RELATED TO OPERATIONS**

5.1. If there are any objections to the Operation/unauthorized Operation, the Client has the right, within 35 (thirty-five) calendar days from the date of the Operation, to submit a written claim to the Bank regarding it, with the mandatory attachment of documents substantiating the claim, as well as documents confirming that the Telephone Number belongs to the Client, authorized in the Bank's Mobile Application.

5.2. If the Client's claim is justified, the Bank, on the basis of the investigation carried out, may cancel the relevant Operation, if such cancellation is possible in the IPS.

5.3. In the event of a Client's request for reimbursement of an unauthorized Operation, the Bank shall, within 15 (fifteen) calendar days from the date of submission of a written application, reimburse the amount of money equal to the unauthorized sum or send a written notice of refusal to reimburse the unauthorized Operation, stating the reason, to the address specified in the application.

5.4. If the consideration of the Client's claim for an unauthorized Operation requires obtaining additional information from third parties, the consideration and decision shall be made within 30 (thirty) calendar days for Operations made within the Republic of Kazakhstan, or 60 (sixty) calendar days for Operations made abroad, which shall be communicated to the Client via the Telephone Number.

5.5. If a third party illegally uses the EPI/Card/Mobile Application of the Bank, the Client must immediately notify the Bank about this upon discovery of this fact using the contacts indicated on the Bank's Website and also take measures to disable access (exit from the authorized zone, change the password, etc.) to the Bank's Mobile Application for third parties.

## **6. BANK FEES FOR CONDUCTING OPERATIONS:**

6.1. Commissions for carrying out Operations are charged according to the Tariffs in effect on the date of debiting.

6.2. Payment of fees for carrying out Operations is made by the Bank debiting money from the Brokerage account.

6.3. The Client agrees that the Tariffs for payment of the Bank's services under the Agreement may change, including increasing, as follows:

1) only within the limits of the Tariffs in effect on the date of the conclusion of the Agreement, which are provided for in the Rules;

2) and/or by posting a notice on the Bank's Website about the Bank's desire to change the Tariffs for payment of the Bank's services. If, within the period specified in the Bank's notice, the Client does not contact the Bank with a written statement of refusal to accept the amended Tariffs, the Tariffs shall be deemed accepted by the Client. The Bank shall inform the Client of the planned changes in the Tariffs by posting information 15 (fifteen) calendar days before the expected date of the changes on the Bank's Website.

## **7. RIGHTS AND RESPONSIBILITIES OF THE BANK AND THE CLIENT**

### **7.1. The bank undertakes to:**

1) after concluding the Agreement and receiving money from the Client to pay for the EPI, issue the EPI;

2) in accordance with the Agreement, carry out settlements on Operations within the Card Limit in cases where such Operations do not violate the provisions of the Agreement, do not violate or contradict the requirements of the legislation of the Republic of Kazakhstan and the rules of the IPS, and the Bank has all the necessary documents for carrying out settlements on the Operation;

3) provide the Client, on the basis of a written application, with documents and information related to the use of his/her EPI by sending them to the addresses specified in the application within 5 (five) working days following the day of receipt of the application;

4) inform the Client about the expiration of his EPI 1 (one calendar month) before the expiration date by sending a notification to the Bank's Phone Number or in the Bank's Mobile Application;

5) provide the Client with the EPI Details by sending an SMS message to the Client's Phone Number.

### **7.2. The client undertakes to:**

1) perform Operations using the Card within the Card Limit;

2) not to carry out Operations for prohibited goods/services/works specified in paragraph 3.11 of the Agreement;

3) not to use the EPI and not to perform/attempt to perform Operations using the EPI after the termination of the EPI;

4) take all reasonable measures to prevent the dissemination of information about the EPI (EPI Details) or their (EPI and EPI Details) unauthorized use;

5) not to transfer the Bank's Mobile Application/EPI/Card, information about the EPI Details and information received within the framework of the Agreement (except for the case provided for by the Agreement) to third parties for use;

6) carry out Operations in compliance with the requirements imposed on such Operations by the legislation of the Republic of Kazakhstan and the rules of the International Payment System, the legislation of foreign states that affect the Bank's activities in the financial market, and the requirements of international economic sanctions;

7) to keep the Documents drawn up during Operations for 180 (one hundred and eighty) calendar days from the date of their receipt, conduct each Operation and provide them to the Bank upon request in order to resolve disputes/claims;

8) submit and/or ensure the provision, at the first request of the Bank, within the timeframes established by the Bank, of any documents and information, including on the source of origin of funds, their intended use, requested by it for the purpose of complying with the requirements of the legislation of the Republic of Kazakhstan, fulfilling the requirements of international economic sanctions, as well as for compliance with all the requirements of the necessary «Know Your Client» procedures, or other similar procedures existing in the Bank and/or established by the legislation of the Republic of Kazakhstan. Failure by the Client to provide the

documentation and information requested by the Bank may be grounds for the suspension or refusal by the Bank to provide payment services and/or grounds for the unilateral refusal by the Bank of the Agreement in the manner prescribed by the Agreement, the Rules.

9) compensate for damage caused to the Bank in accordance with the legislation of the Republic of Kazakhstan;

10) to fully comply with the obligations stipulated by the Agreement and the Rules, including taking into account Articles 2 and 13 of the Rules;

11) to bear other obligations stipulated by the legislation of the Republic of Kazakhstan, international treaties signed and recognized by the Republic of Kazakhstan, arising from international rules and customs of banking activities;

12) to bear responsibility and other obligations stipulated by the legislation of the Republic of Kazakhstan, the Agreement, the Rules.

**7.3. The bank has the right to:**

1) to receive money from the Client to pay for the EPI, including the fee for issuing and/or servicing the EPI (if any), and the fee for the transfer (if any), in accordance with the terms of the Product;

2) independently keep records of the Card/EPI Limit, as well as the Bank's Obligation to the Client and the Client's Right of Claim to the Bank, and make the necessary changes to the amounts/sizes of the Card/EPI Limit, the Bank's Obligation to the Client, and the Client's Right of Claim to the Bank;

3) to refuse to carry out settlements under the Operation and not to carry out such settlements in cases:

- carrying out the Operation in violation of the requirements established by the Agreement, the Rules and/or the legislation of the Republic of Kazakhstan, as well as the rules of the IPS;

- if the Operation amount exceeds the EPI Limit;

- in the event of failure by the Client to submit the necessary documents confirming the performance of the Operation, if this is provided for by the legislation of the Republic of Kazakhstan and/or the rules of the IPS;

- if Authorization has not been granted in respect of the Operation;

- if the data available to the Bank (including those provided by the Client and/or the settlement participant) indicate that the Operation being carried out does not comply with the requirements of the legislation of the Republic of Kazakhstan and/or the Agreement, as well as the rules of the IPS;

- in cases provided for in paragraph 3.11 of the Agreement.

4) to monitor the quality of service, record telephone conversations with the Client when contacting the Bank's Contact Center;

5) not to follow the Client's instructions, including those related to making payments/transfers in cases stipulated by the legislation of the Republic of Kazakhstan, the Agreement, the Rules, internal documents of the Bank, as well as in cases stipulated by the legislation in the field of combating the legalization (laundering) of proceeds from crime and the financing of terrorism, foreign legislation affecting the Bank's activities in the financial market, including in accordance with the requirements of international economic sanctions;

6) to request any documents and information from the Client, including on the source of origin of funds, their intended use, documents confirming the validity of the payment and the implementation of Operations via the EPI within the framework of the requirements of currency legislation, as well as legislation in the field of combating the legalization (laundering) of illegally obtained income and the financing of terrorism, foreign legislation affecting the Bank's activities in the financial market, the requirements of international economic sanctions, and the Bank's internal documents. Do not conduct operations via the EPI/Card while such documents and information are being studied;

7) to block access to the Bank's Mobile Application/EPI/Card if the Bank suspects fraudulent operations, and/or if the Bank is conducting a due diligence procedure on the client and/or operations carried out by him/in his favor, and/or if there are suspicions of possible money laundering, terrorist financing, and/or the client's involvement/participation in a suspicious/questionable operation, and/or the client's operations/actions are aimed at bypassing/evading the established procedures of the Bank without notifying the Client until the circumstances are clarified.

8) to impose temporary restrictions on the Bank's Mobile Application/EPI/Client Card, including at the time of the Bank's due diligence and/or in the context of compliance with the requirements of the legislation of the Republic of Kazakhstan, international economic sanctions;

9) to impose temporary restrictions on the Bank's Mobile Application/EPI/Client's Card if, at the time of

the Bank's due diligence and/or in the context of compliance with the requirements of the legislation of the Republic of Kazakhstan, international economic sanctions, the Client has not submitted to the Bank the supporting documents requested by the Bank orally and/or in writing, or the relevant written explanations;

10) to suspend and/or refuse to carry out a operation, and/or terminate business relations unilaterally in the event of the Client's violation of the legislation of the Republic of Kazakhstan, the requirements of international economic sanctions, the Bank's internal regulatory documents, the Agreement, as well as on the grounds provided for in the General Conditions and Rules.

**7.4. The client has the right to:**

- 1) to carry out Operations within the Card Limit/EPI (the amount of the Card Limits);
- 2) request copies of documents from the Bank confirming the correctness of the debiting of funds from the EPI.

## **8. LIABILITY OF THE PARTIES**

8.1. The Parties shall be liable for failure to perform/improper performance of their obligations under the Agreement in accordance with the Agreement and the legislation of the Republic of Kazakhstan, as well as the rules of the IPS, unless such failure to perform/improper performance was a consequence of force majeure circumstances, which the Parties understand to include, but are not limited to: natural disasters, social cataclysms, actions, decisions of government bodies and their officials, including the National Bank of the Republic of Kazakhstan and the Agency of the Republic of Kazakhstan for Regulation and Supervision of the Financial Market, prohibiting or restricting activities directly related to the subject of the Agreement, other circumstances entailing equipment failure, software failures and data transmission systems for reasons beyond the control of the Parties. Upon the occurrence of force majeure circumstances stipulated by this clause, the term for fulfilling the obligations of the Parties under the Agreement shall be extended in proportion to the time during which such circumstances remain in effect (with the exception of the Bank's obligations when, during the period of force majeure circumstances, the Card's validity period has expired or the Card has been blocked in accordance with the terms of the Agreement).

8.2. The bank is not responsible for:

- Card/EPI denial of service by a third party;
- quality of goods and services purchased with the Card/EPI;
- consequences of loss/theft of the Card/EPI and Telephone Number, use of the Mobile Application/Card/EPI and/or Telephone Number by a third party, as well as access by unauthorized persons to funds recorded on the Card/EPI (unauthorized access);
- Client's losses caused by non-compliance with the terms of the Agreement;
- actions, decisions (resolutions, orders, etc.), sanctions applied by international organizations, foreign state and/or non-state organizations in relation to a money transfer carried out or being carried out by the Bank on behalf of the Client;
- actions of the IPS when converting the operation currency into the settlement currency;
- TSE actions to change the authorization currency from the settlement currency;
- withholding of amounts by foreign banks (financial institutions) in connection with the entry into force of the Law of the United States of America «On Taxation of Foreign Accounts». The deductions made will not constitute a violation by the Bank of its obligations under the Client's instructions

8.3. The Client is responsible for:

- damage caused to the Bank as a result of the Client's failure to comply with the terms of the Agreement in full;
- failure to fulfill one's obligations under the Agreement;
- non-compliance with the legislation of the Republic of Kazakhstan when conducting Operations;
- failure to maintain the secrecy of the PIN code, access to it and/or to the Card/EPI by unauthorized persons and the consequences of such access and disclosure of the PIN code;
- consequences of loss/theft of the Card/EPI, PIN code and Phone number;
- use of the Card/EPI and/or Telephone Number by a third party;
- the accuracy and completeness of the information contained in all documents provided by them to the Bank;
- all Operations (including unauthorized payments) made using the Card/EPI by third parties up to the date of receipt (inclusive) by the Bank of a request for illegal use of the Card/EPI.

## **9. ANTI-CORRUPTION CLAUSE**



9.1. When concluding, executing, amending and terminating the Agreement, the Parties undertake to not carry out actions that are directly or indirectly qualified by applicable legislation as corrupt: giving/receiving a bribe/illegal remuneration, commercial bribery, abuse of office, as well as actions that violate the requirements of the legislation of the Republic of Kazakhstan, international legal norms and international treaties of the Republic of Kazakhstan on combating the legalization (laundering) of proceeds from crime and the financing of terrorism (AML/CFT), and other corruption violations – both in relations between the Parties to the Agreement and in relations with third parties and government agencies (hereinafter - corrupt actions).

The Parties undertake to bring the specified requirements to the attention of their affiliated (interrelated) persons and authorized representatives.

9.2. The Parties undertake, within the framework of the execution of the Agreement:

1) carry out its activities on the principle of absolute rejection of any form of fraud, the principle of zero tolerance for corruption and assume social responsibility for their implementation;

2) know and comply with the requirements of the Law of the Republic of Kazakhstan "On Combating Corruption";

3) not to engage in commercial bribery of officials, representatives, employees of the other Party or their affiliates;

4) to assist the other Party in matters of prevention and control of corruption and fraud;

5) report all instances of corrupt actions and/or intentions to commit such actions, as well as in cases where such cases become known, by email to the Bank [compliance@freedombank.kz](mailto:compliance@freedombank.kz).

## 10. **PROCEDURE FOR CHANGING THE AGREEMENT AND OTHER CONDITIONS**

10.1. The Agreement shall enter into force on the day of its conclusion by the Client in the manner provided in the Agreement. The Agreement shall be valid until the day of the Card/EPI closure.

10.2. The Client is hereby notified, understands and agrees that not all TSE may accept Cards/EPI and that the IPS and/or other organizations may have restrictions on the amounts of Operations carried out using Cards/EPI.

10.3. If the Bank unilaterally changes (supplements) the Agreement, the said changes (supplements) are distributed after 15 (fifteen) calendar days from the date of their publication on the Bank's Website. If the Client does not agree with the unilateral modification of the terms of the Agreement by the Bank, the Client has the right to cancel the Agreement by sending a written notification to the Bank before the date of making such changes or additions without paying an additional fee for its termination. In this case, the Card/EPI is considered closed after 30 (thirty) calendar days from the date of receipt by the Bank of the application from the Client. By performing Operations, the Client confirms his agreement with the new terms of the Agreement.

10.4. The Agreement and other internal documents of the Bank regulating the relations of the Parties within the framework of the Agreement (the text of which is posted on the official Internet resource of the Bank [www.bankffin.kz](http://www.bankffin.kz)) constitute a single legal instrument and each of them is an integral part of each other and constitutes a single whole.

10.5. Issues not regulated by the Agreement are governed by the current legislation of the Republic of Kazakhstan.