

**PUBLIC OFFER**  
**(Proposal to conclude an Agreement for the provision of international money transfer services by «Freedom Bank Kazakhstan» JSC)**

**SECTION I. GENERAL PROVISIONS AND ACCEPTANCE OF THE PUBLIC OFFER**

1.1. This Public Offer (hereinafter referred to as the "Offer"), which is an Adhesion Agreement in accordance with Article 389 of the Civil Code of the Republic of Kazakhstan, defines the general conditions under which Joint Stock Company «Freedom Bank Kazakhstan» (hereinafter referred to as the "Bank") provides the Client with services for the implementation of international money transfers (hereinafter referred to as "Transfers").

The parties to the Offer are the Bank and the Client, a legally competent individual who has reached the age of 16, is a user of the Bank's mobile applications and initiates or receives an international transfer.

This Offer governs exclusively the civil law relationship between the Bank and the Client.

Other participants (operators, aggregators, partner banks, correspondents) are not parties to this Agreement.

The Offer is considered concluded from the moment the Client accepts the Offer.

There is no deadline for acceptance of the Offer. The Offer may be revoked by the Bank at any time. The Bank will notify Clients of the Offer's revocation 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 Applications or on the Bank's Website at: [www.bankffin.kz](http://www.bankffin.kz).

**1.1.1. Terms used in this Offer:**

**Aggregator** is an organization that provides the Bank with a technological solution (integration platform) used to transmit and route payment messages and data between the Bank and payment systems. The aggregator is not a party to the agreement between the Bank and the Client.

**Acceptance of the Offer** is the Client's consent to the terms of the Offer, expressed by making a Transfer through the Bank's mobile applications.

**The Bank** is «Freedom Bank Kazakhstan» Joint Stock Company, BIN 920240001224, which provides services for international money transfers to individuals.

**The Sender Bank** is «Freedom Bank Kazakhstan» Joint-Stock Company, which receives, processes, and sends Client Transfer orders through Payment Services and Systems. The Sender Bank acts on its own behalf and is responsible to the Client for the execution of the Transfer.

**Partner Bank (or Correspondent Bank)** is a financial institution participating in settlements between the Bank and the receiving party, ensuring the crediting of funds to the Recipient in the destination country.

**Client Data** is personal, payment and other information provided by the Client upon initiation of the Transfer and processed by the Bank solely to the extent necessary to execute the Transfer and in accordance with the legislation of the Republic of Kazakhstan, including the Law of the Republic of Kazakhstan "On Personal Data and its Protection."

**The Client** is a capable individual who has reached the age of 16 and is a user of the Bank's mobile applications, initiating or receiving an international money transfer through these applications.

**Exchange rate spread** is the difference between the purchase rate and the sale rate of foreign currency set by the Bank at the time of conversion during the Transfer.

**A mobile application** is the Bank's software installed on a Client's mobile device and designed for banking transactions, including international transfers. Specifically, the Bank's mobile applications include Freedom Banker and Freedom SuperApp.

**The Payment System Operator (IMTS)** is a legal entity that ensures the functioning of the international money transfer system, including the receipt, processing, routing, and transmission of payment messages between participating banks. Currently, Ontario Ltd (Canada) performs the Operator's functions. The Operator performs only technological functions and is not a party to the agreement between the Bank and the Client.

**The Sender** is the Client who initiates the Transfer of funds to the Recipient through the Bank's mobile applications.

**Transfer (International Transfer)** is a money transfer operation initiated by the Client through the Bank's mobile applications and carried out using Payment Services and Systems.

**Payment Services and Systems** are a set of infrastructures, services, and operators used by a Bank to receive, route, process, and execute international transfers, including payment and settlement systems, correspondent banks, aggregators, and other specialized providers.

**AML/CFT/FPWMD (KYC)** — counteracting the legalization (laundering) of proceeds from crime, the financing of terrorism and the financing of the proliferation of weapons of mass destruction, including procedures for identifying and verifying the Client (Know Your Customer — KYC);

**Recipient** is the person in whose favor the Transfer is made to the details specified by the Sender.

**Processing** is the automated processing and transmission of payment instructions performed by the Bank or its associated operators and aggregators. The client is not directly involved in processing.

**A public offer** is an offer by the Bank to anyone (an unlimited number of persons) to enter into an agreement under the terms and conditions specified in this Offer.

**CRS (Common Reporting Standard)** is an international standard for the automatic exchange of tax information that provides information on the accounts of clients who are tax residents of foreign countries.

**FATCA (Foreign Account Tax Compliance Act)** is a US law requiring financial institutions to identify and report to tax authorities information about their US tax resident clients;

1.1.2. The Bank carries out Transfers in accordance with the requirements of legislation in the field of payments and payment systems using any infrastructure, technologies, and interfaces available to it, including:

- (a) payment and settlement systems (national, international and transnational);
- (b) correspondent networks, money transfer systems and other specialized operators;
- (c) card, electronic, and other services and products provided by aggregators and partners that support the acceptance and crediting of money transfers,

(hereinafter collectively referred to as "Payment Services and Systems").

The Bank acts on its own behalf and bears full responsibility to the Client for the execution of the transfer, including cases where individual transactions are performed by third parties.

1.1.3. When making a Transfer, the Bank is guided by the laws of the Republic of Kazakhstan, as well as the Bank's internal rules and procedures. The Client interacts exclusively with the Bank and has no obligations to the Operator, Aggregator, or other payment system participants.

1.1.4. This Offer, as well as the applicable Tariffs and other terms of service posted on the Bank's official website [www.bankffin.kz](http://www.bankffin.kz) and in the Bank's Mobile Applications, constitute a single legal document governing the relationship between the Bank and the Client.

1.1.5. The Bank ensures the protection of personal data and compliance with the banking secrecy regime with respect to all information received from the Client within the framework of the execution of this Offer, in accordance with the legislation of the Republic of Kazakhstan, including the Law "On banks and banking activities" and the Law "On personal data and their protection".

## 1.2. ACCEPTANCE OF OFFER

1.2.1. The Client's acceptance of the terms of the Offer and all its integral parts is recognized as the Client's initiation of a Transfer through the Bank's Mobile Applications, which provide access to the international transfer service.

1.2.2. Acceptance of the Offer, in accordance with Article 396 of the Civil Code of the Republic of Kazakhstan, means the Client's full and unconditional agreement with all the terms and conditions specified in the Offer, the Bank's Tariffs, the General Terms and Conditions for Conducting Transactions, Opening, Maintaining, and Closing Bank Accounts and Payment Cards of «Freedom Bank Kazakhstan» JSC, as well as the Rules on the General Terms and Conditions for Conducting Transactions of «Freedom Bank Kazakhstan» JSC and other documents posted on the Bank's official website.

## 1.3. CONSENT TO DATA PROCESSING AND TRANSFER (COMPLIANCE)

1.3.1. Acceptance of the Offer constitutes the Client's full consent to the collection, processing and cross-border transfer of his data by the Bank, including information constituting a banking secret, for the purposes of implementing and supporting an international transfer using the payment system, as well as their transfer to Correspondent Banks, Partner Banks, Aggregators and technology partners and other third parties involved in the routing and execution of the Transfer.

The client has the right to revoke consent to the processing of personal data in accordance with the procedure established by the legislation of the Republic of Kazakhstan.

1.3.2. The transfer of Data is carried out for the purposes of:

- (a) Implementation, processing (technological processing) and completion of the Transfer.
- (b) Compliance by the Bank, as well as by Payment Services and the System (or its Operator) with the obligations of due diligence (AML/CFT/FMT), screening sanctions and currency control in accordance with applicable law.

1.3.3. The Client undertakes to provide the Bank, Correspondent Bank, Partner Bank, as well as the Operator of Payment Systems and Money Transfer Systems or Aggregator, with any requested information and documents, including information about the source of the money, information about the beneficial owners and the intended purpose of the payment. Failure to provide (or incomplete presentation of) such information is the basis for the Bank's suspension or refusal to conduct an operation.

## SECTION II. RIGHTS, OBLIGATIONS AND IDENTIFICATION OF THE PARTIES

### 2.1. RESPONSIBILITIES AND RIGHTS OF THE CLIENT-SENDER

2.1.1. The Client undertakes to provide the Bank with complete, accurate and reliable information necessary to carry out the Transfer, taking into account the requirements of the legislation of the Recipient's country/Payment services/Systems, including, but not limited to:

- (a) full details of the Recipient (name, account/card),
- (b) amount, currency and purpose of payment.

2.1.2. The Client is fully responsible for the accuracy, completeness, and reliability of all information and details provided when initiating the Transfer. The Bank shall not be liable for failure to execute or improper execution of the Transfer if this results in the Client providing incorrect, incomplete, or inaccurate information, including, but not limited to:

- (a) providing details of a non-existent or blocked account/card;
- (b) refusal of the Correspondent Bank or Partner Bank, as well as the Operator of Payment Systems and Money Transfer Systems or the Aggregator to accept payment due to the Client's failure to comply with their internal rules or requirements.

2.1.3. If the Client makes an error in the Transfer details, the Client has the right to request a revocation of the Transfer in accordance with the procedure set forth in Section IV of the Offer. In this case, the Client is obligated to reimburse the Bank for all costs associated with the revocation of the Transfer, including fees charged by the Bank and other Payment Services and Systems.

2.1.4. The Client has the right to initiate a Transfer in accordance with the terms of the Offer, the Rules of Payment Services and Systems, and the Bank's Tariffs.

2.1.5. The Client has the right to receive complete and accurate information about Tariffs, fees and conversion rates until the Transfer is confirmed.

2.1.6. The Client has the right to receive information about the status of the Transfer after its initiation.

### 2.2. RIGHTS AND RESPONSIBILITIES OF THE BANK

2.2.1. The Bank has the right to:

- (a) Request additional information and documents from the Client before completing the Transfer.
- (b) Suspend or refuse to carry out the Transfer on the grounds provided for by the legislation of the Republic of Kazakhstan and Section IV of the Offer.
- (c) Refuse to make a Transfer if there is a suspicion that the Transfer is related to AML/CFT/FPWMD, or falls under the scope of international economic sanctions or is aimed at evading international economic sanctions, if there are sanctions against the Client (its beneficial owners), its affiliates or other persons imposed in accordance with the jurisdiction of any country (European Union, USA, UK and others) or state and/or international organization (including, but not limited to OFAC, OFSI, ECFR, UN Security Council, FATF).
- (d) Unilaterally change the Tariffs and terms of the Offer in the manner prescribed by the Bank's Rules posted at [www.bankffin.kz](http://www.bankffin.kz), notifying the Client thereof by publication on the Bank's Website.

2.2.2. The Bank undertakes to carry out the Transfer in favor of the Recipient in accordance with the Client's instructions, the terms of the Offer and within the timeframes established in Section III.

2.2.3. The Bank undertakes to ensure compliance with the banking secrecy regime and the confidentiality of the Client Data in accordance with the legislation of the Republic of Kazakhstan and Section I of the Offer.

2.2.4. The Bank undertakes to inform the Client of the amount, currency, conversion rate and fees to be debited prior to final confirmation of the Transfer.

### 2.3. IDENTIFICATION AND COMPLIANCE (AML/CFT/FPWMD)

2.3.1. The Client confirms that he/she is familiar with and agrees that the Bank is obliged to carry out identification, verification, sanctions and compliance screening of the Client and transactions, as well as to conduct monitoring in accordance with the legislation of the Republic of Kazakhstan on AML/CFT/FPWMD, as well as the requirements of Payment Services and Systems (including in terms of FATCA/CRS).

2.3.2. The Client undertakes, at the first request of the Bank, as well as at the request of the Correspondent Bank or Partner Bank, as well as the Operator of Payment Systems and Money Transfer Systems or the Aggregator, transmitted

through the Bank, to provide documents confirming his identity, the source of origin of the funds, the purpose of the Transfer, information about the beneficial owners, as well as other information.

### SECTION III. TRANSFER PROCEDURE AND DEADLINES

#### 3.1. INITIATION AND CONVERSION

3.1.1. A transfer is considered initiated upon receipt by the Bank of the Client's order, executed in accordance with the terms of the Offer. Upon initiating a Transfer, the Client instructs the Bank to debit the Transfer amount and all applicable fees from their current account or payment card opened or issued by the Bank.

3.1.2. If the debit currency differs from the Transfer currency, the Bank will perform a currency conversion. The conversion is performed at the exchange rate at the time of the transaction, the amount of which is determined by the Bank independently.

3.1.3. The conversion rate for international transfers may differ from the rates applied by the Bank for other conversion transactions (for example, currency exchange or non-cash conversions);

3.1.4. When making international transfers, there is a possibility of exchange rates changing between the moment the Client confirms the transaction and the moment the Transfer is executed in the System;

3.1.5. The Sender is responsible for the currency conversion costs for the Transfer. The Client acknowledges and agrees that the Transfer exchange rate is displayed in the Mobile App interface prior to the Client confirming the Transfer.

3.1.6. The Bank is not responsible for the Client's expenses caused by changes in exchange rates or discrepancies in exchange rates on other resources.

#### 3.2. DEADLINES AND DELAYS

3.2.1. The Bank undertakes to ensure that the Transfer order is sent within the timeframes established by the legislation of the Republic of Kazakhstan, the Bank's internal regulations, and the rules of the relevant Payment System/Money Transfer System/Aggregator.

(a) The deadline for execution of a Transfer (including an international one) is no later than 3 (three) business days from the date of receipt of the instruction.

(b) The period may be extended by the Bank to 45 (forty-five) calendar days if the transaction requires in-depth due diligence measures in accordance with the Bank's internal rules (for example, AML/CFT/FPWMD (KYC)).

3.2.2. The deadline for the actual transfer of funds to the Recipient depends on the rules, processing speed and operational time of Payment Services and Systems, Correspondent Banks and Partner Banks involved in the execution of the Transfer.

3.2.3. The Client agrees that the Bank shall not be liable for delays in the execution of a Transfer caused by:

(a) Request for additional information from the Bank or other participants in the Transfer chain.

(b) Failure to comply with the Rules of the Systems or Correspondent Banks/Partner Bank, the Operator of Payment Systems and Money Transfer Systems, or the Aggregator.

(c) Technical failures, force majeure circumstances or other reasons beyond the Bank's control.

3.2.4. In the event of a delay in executing the Transfer, the Bank shall notify the Client via a push message in the Bank's Mobile Application and/or by other means stipulated by the Bank's internal documents.

#### 3.3. THE MOMENT OF EXECUTION AND FINALITY

3.3.1. The transfer is considered executed by the Bank (Sender Bank) from the moment the order is successfully sent to the relevant Payment System, Correspondent Bank or System Operator.

3.3.2. The transfer becomes final and irrevocable for the Client once the funds are credited to the recipient's account.

### SECTION IV. REFUSAL OF TRANSFER, CANCELLATION AND REFUND OF FUNDS

#### 4.1. REFUSAL AND CANCELLATION OF THE TRANSFER

4.1.1. The Bank has the unconditional right to refuse the Client a Transfer or to cancel an already initiated Transfer in the following cases:

(a) If there are grounds provided for by the legislation of the Republic of Kazakhstan on AML/CFT/FPWMD, including the Client or Recipient falling under sanctions restrictions.

(b) If the Client has not provided the information/documents requested by the Bank.

(c) If it is discovered that the Client has provided incomplete, inaccurate or false details.

(d) In case of absence or insufficient funds in the Client's account to write off the Transfer amount and all fees.

4.1.2. The Client has the right to recall a Transfer only before it has been executed by the Bank. After the Bank has executed the Transfer (sent the order), the Transfer may be recalled only upon receipt of confirmation from the Partner Bank, the Payment System Operator, the Money Transfer System Operator, or the Aggregator regarding the possibility of such a refund.

#### 4.2. REFUND OF FUNDS

4.2.1. In the event of a Bank refusal or cancellation of a Transfer, the commission paid by the Client for the Transfer is non-refundable, except in cases where the refusal or cancellation is caused by:

- (a) technical error of the Bank or Payment System;
- (b) blocking of the transaction on the grounds stipulated by the legislation on AML/CFT/FPWMD, sanctions restrictions.

In case of non-demand for a Transfer (after 30 calendar days, if applicable, if a retention period is provided for this type of Transfer in the correspondent account, the commission is also non-refundable.

4.2.2. In the event of refusal by the Bank or cancellation of a Transfer, the funds shall be refunded to the Client less:

- (a) The actual expenses incurred by the Bank, including commissions of Correspondent Banks or Payment Services and Systems, if these expenses have already been paid or withheld by third parties.
- (b) Exchange Rate Spread amounts if the currency conversion has already been completed and the refund is made at the new rate.

4.2.3. The Bank shall not be liable to the Client for any losses or financial/legal consequences associated with exchange rate fluctuations incurred during a refund arising from the reasons specified in paragraph 4.1.1. The Client assumes the risks associated with restrictions, prohibitions, and sanctions imposed by third parties, including Correspondent Banks and Aggregators, Payment Services, and Systems.

4.2.4. If the Transfer was returned to the Bank by a third party (Correspondent Bank or Partner Bank), the Bank notifies the Client and returns the funds in the manner prescribed by paragraph 4.2.1. of the Offer.

### SECTION V. LIABILITY AND GENERAL LIMITATION OF LIABILITY

#### 5.1. GENERAL LIABILITY PROVISIONS

5.1.1. The Parties shall be liable for failure to fulfill or improper fulfillment of obligations under the Offer in accordance with the legislation of the Republic of Kazakhstan.

5.1.2. The Client shall be liable for all losses and expenses incurred by the Bank caused by the Client's failure to comply with the requirements of the Offer, including the provision of inaccurate information or violation of AML/CFT/FPWMD legislation.

#### 5.2. LIMITATION OF BANK LIABILITY

5.2.1. The Bank shall not be liable for any losses, damages or financial consequences incurred by the Client as a result of:

- (a) Delays, refusals, or blocking of Transfers made by the Correspondent Bank, Partner Bank, Payment System Operator, or Aggregator (in accordance with clauses 2.1.2. and 3.2.3.).
- (b) Actions or decisions of government, supervisory, law enforcement, or sanctions authorities (of the Republic of Kazakhstan or foreign jurisdictions) that have delayed or prevented the execution of the Transfer.
- (c) Withholdings from the Transfer made by foreign banks or financial institutions in connection with requirements, including FATCA or CRS.
- (d) Caused by the actions of international sanctions that prevent the execution of the Transfer.

5.2.2. The Bank's liability to the Client for any claims arising in connection with the Offer is limited to the amount of the commission actually received by the Bank for the relevant Transfer.

### SECTION VI. DISPUTE RESOLUTION PROCEDURE AND APPLICABLE LAW

#### 6.1. DISPUTE RESOLUTION PROCEDURE

6.1.1. All disputes and disagreements arising from or in connection with the Offer shall be settled by the Parties through negotiations and through the claims procedure.

6.1.2. The Client has the right to submit a written Claim to the Bank in accordance with the procedure established in the Bank's internal documents. The Bank undertakes to review the Claim within the timeframes stipulated by the legislation of the Republic of Kazakhstan.

6.1.3. If it is impossible to reach an agreement through the claims procedure, the dispute shall be referred for consideration to the judicial authorities at the location of the Bank.

## 6.2. APPLICABLE LAW

6.2.1. The Offer, as well as the relations between the Bank and the Client arising from it or in connection with it, shall be governed by and interpreted in accordance with the legislation of the Republic of Kazakhstan.

## SECTION VII. ANTI-CORRUPTION CLAUSE

7.1. When concluding, executing, amending and terminating the Offer, the Parties undertake not to carry out actions, directly or indirectly, personally or through third parties, classified by applicable law as corrupt: offers, promises, giving, receiving or extorting bribes in any form (including in the form of money (in cash and non-cash form in any currency), other valuables, property, property rights, illegal remuneration, commercial bribery, abuse of office, as well as actions in favor of or on behalf of third parties to influence their actions or decisions in order to obtain any commercial advantages or achieve another illegal goal, violating the requirements of the legislation of the Republic of Kazakhstan, international legal norms and international treaties of the Republic of Kazakhstan on countering the legalization (laundering) of proceeds from crime and the financing of terrorism (AML/CFT/FPWMD), and other corruption violations - both in relations between the Parties and in relations with third parties and government agencies (hereinafter – «corrupt actions»).

7.2. The Parties undertake to take all necessary measures to prevent and suppress corrupt practices and to communicate the provisions of this section to their employees, representatives, contractors and affiliated persons.

7.3. The Parties, within the framework of the execution of the Offer, undertake to:

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

(b) know and comply with the requirements of the Law of the Republic of Kazakhstan «On Combating Corruption» and other regulatory legal acts in the field of combating corruption and combating the legalization (laundering) of proceeds from crime;

(c) refrain from any actions that may be interpreted as commercial bribery of officials, representatives, employees of the other Party or their affiliates;

(d) assist the other Party in matters of prevention and control of corruption and fraud, including by providing reliable information upon relevant requests;

(e) immediately report any instances of corruption or intention to commit corruption, and in cases where such instances become known, to the Bank's email address: [compliance@freedombank.kz](mailto:compliance@freedombank.kz).