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"Freedom Bank Kazakhstan" JSC
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**GENERAL CONDITIONS FOR CONDUCTING TRANSACTIONS, OPENING, MAINTAINING AND
CLOSING BANK ACCOUNTS AND PAYMENT CARDS OF "FREEDOM BANK KAZAKHSTAN" JSC**

Developer: Banking Processes Development Department

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ARTICLE 1. GENERAL PROVISIONS

- 1.1. These General Terms and Conditions for Transactions, Opening, Maintenance and Closing of Bank Accounts and Payment Cards of Freedom Bank Kazakhstan JSC (hereinafter referred to as the General Terms) govern the relations between the Bank and the Client arising in connection with the opening, maintenance, closure of bank accounts and payment cards, making payments and transfers, accepting foreign exchange agreements, and other products/services of the Bank, including those described in the General Terms.
- 1.2. The General Terms and Conditions are drawn up on the basis of the Current Legislation, Foreign Legislation, internal documents of the Bank on the issues of opening, maintaining and closing bank accounts and payment cards, making payments and transfers, accepting foreign exchange agreements, other banking products/services, including those described in these General Conditions, and are an integral part of the Application(s) (Application for opening an account / other applications for receiving the Bank's products/services). Thus, by signing the Application, the Agreements, the Client agrees and indicates that:
- 1) The Bank provided the necessary time to familiarize itself with the provisions of these General Conditions, the Rules on the General Terms and Conditions of Transactions of Freedom Bank Kazakhstan JSC (hereinafter referred to as the Rules on the General Terms and Conditions of Transactions) and the Bank's Tariffs;
 - 2) the provisions of these General Terms and Conditions are fully in the interests of the Client and do not contain any provisions that are burdensome for the Client;
 - 3) has received, read, understood and agreed to the provisions of the General Terms and Conditions, the General Terms and Conditions of Operations and the Bank's Tariffs in full, without any comments or objections, and has fully acceded to them, as well as undertakes to comply with all the provisions of these General Terms and Conditions, the General Terms and Conditions of Transactions in full, in a timely manner and in full;
 - 4) accepts and accepts the possible adverse consequences of non-performance and/or improper execution of the provisions of these General Conditions;
 - 5) is familiar with and agrees with the procedure and grounds for debiting/withdrawing money from the Client's bank accounts and gives his/her irrevocable consent to the withdrawal (debiting) of money by the Bank by direct debit of any Client's accounts in any currency opened and serviced by the Bank, in the amount of the existing debt to the Bank in the cases provided for by these General Conditions, as well as the amounts of other expenses and losses of the Bank, related to the Customer's breach of obligations under the General Terms and Conditions, as well as other obligations and/or other transactions entered into with the Bank.
- 1.3. The client independently determines the list of necessary accounts and/or services within the existing conditions for the provision of a particular product of the Bank. The Bank charges the Client commissions only for those services that are actually provided to the Client. In the event that the Client wishes to receive other services of the Bank other than those provided for in these General Conditions, the relationship between the Client and the Bank will be governed by special conditions, Agreements and Application for Opening an Account/other applications for the Bank's products/services and its integral parts provided for by the Bank's internal documents signed by the Parties, which are an integral part of these General Terms and Conditions and the provisions for their observance.
- 1.4. The provisions of these General Terms and Conditions govern relations, including with persons who have a special relationship with the Bank. At the same time, in the event of amendments and/or additions to the standard terms and conditions of an application concluded with a person related to the Bank by special relations, such conditions shall be approved by the Board of Directors of the Bank. In accordance with the requirements of the Law of the Republic of Kazakhstan "On Banks and Banking Activities in the Republic of Kazakhstan", the provision of preferential terms to persons related to the Bank by special relations is prohibited.
- 1.5. The General Terms and Conditions are an integral part of the General Terms and Conditions of Transactions.
- Refusal to carry out, suspend operations/transactions, as well as refusal to establish business relations or termination of business relations in accordance with the requirements of the current legislation are not grounds for civil liability of the Bank for violation of the terms of the relevant agreements (obligations).

ARTICLE 2. CLIENT REPRESENTATIONS AND WARRANTIES

- 2.1. The Client hereby gives the following representations (statements) and warranties that are true and reliable as of the date of signing the Application, the Agreement and will be such during the entire term of its validity or any extension, amendment, addition:
- 1) The Client is not entitled to refer to the absence of his signature on the General Conditions as proof that the General Conditions have not been received by him;

- 2) The Customer confirms that the operations/transactions carried out by him/her, the products/services of the Bank used by him/her are not and/or will not be related to the following in the future:
 - a) use for the purpose of committing or assisting in the legalization (laundering) of proceeds from crime, financing of terrorism and financing the proliferation of weapons of mass destruction and other aiding and abetting of terrorism or extremism, evasion of procedures/measures provided for by the requirements of the current legislation;
 - b) the Client's illegal, fraudulent, unlawful, criminal activities, including those related to the representation and/or transfer of the right to use the Client's account by other third parties who do not have legal grounds for this (Client's Representative, Authorized Person);
 - c) purchase and sale, transportation, manufacture, storage, sale of items related to chemical, biological and nuclear weapons and their components, military items and medicines, substances that include not only medicines, but also other synthetic and natural substances that are poisonous and potent substances;
 - d) illegal production, trafficking and (or) transit of drugs, carrying out transactions in the territory of the Republic of Kazakhstan related to transactions with a high risk of ML/TF, carrying out transactions in the territory of the Republic of Kazakhstan related to the further acquisition of unsecured digital assets on digital asset exchanges that are not members of the Astana International Financial Centre, providing services for managing the digital asset platform, making payments and (or) transfers money in favor of electronic casinos and online casinos, as well as in making payments and (or) money transfers by individuals under the age of twenty-one, in favor of the organizer of the gambling business.
 - e) execution of operations/transactions aimed at circumvention and/or non-compliance with the requirements provided for by the Current legislation, including in the field of AML/CFT, international economic sanctions of the United States, the European Union, the UN, the United Kingdom and/or these General Terms and Conditions and fully assumes the obligation to comply with them;
 - f) carrying out transactions related to the further acquisition of unsecured digital assets on digital asset exchanges that are not members of the Astana International Financial Center and provide services for the management of the digital asset platform.
- 3) The client is obliged to provide the Bank with up-to-date, complete and reliable information/package of documents/relevant written and/or oral explanations;
- 4) The Client agrees to provide information on payments and (or) money transfers made by him/her to the law enforcement agencies of the Republic of Kazakhstan, the Authorized Body, the Financial Monitoring Agency of the Republic of Kazakhstan and (or) currency control bodies in accordance with the requirements of the current legislation;
- 5) The Client is familiar with and agrees that when establishing/continuing business relations with the Client and/or performing/attempting to perform operations/transactions by the Client and/or in his favor, the Bank carries out due diligence of the Client in accordance with the requirements of the Applicable Legislation and/or internal documents of the Bank;
- 6) The Client has read and agrees that the Bank has the right, at the time of the Bank's due diligence and/or within the framework of compliance with the requirements of the Current Legislation, Foreign Legislation, international economic sanctions, to impose temporary restrictions on the bank accounts available with the Bank, to suspend transactions in accordance with the requirements of the Current Legislation, Foreign Legislation and/or internal documents of the Bank;
- 7) The Client has read and agrees that if the Client has not submitted to the Bank the supporting documents, relevant written explanations, data requested by the Bank orally and/or in writing, the Bank has the right to impose temporary restrictions on the bank accounts available with the Bank, suspend transactions in accordance with the requirements of the Current legislation and/or internal documents of the Bank until the actual submission of the requested information to the Bank;
- 8) For the purpose of money transfer, the Customer shall provide the Bank with unconditional and irrevocable consent to provide correspondent banks with confidential information requested in relation to the Customer, constituting banking and other secrets protected by law, including transactions in the Bank carried out by the Customer on the bank account(s) in cases where the provision of such information is required:
 - a) for the purpose of implementing the current legislation, foreign legislation, international treaties, intergovernmental agreements concluded by the Republic of Kazakhstan;
 - b) at the request of the Bank's correspondent banks, if the latter have doubts about the legality of the transactions carried out on the bank account (other accounts opened with the Bank) or if they need this information to carry out transactions;
- 9) In case of receipt of a request from the Bank for the provision of information, explanations or documents that the Bank does not have, but which are required to be provided to the correspondent

- bank to complete the money transfer, the Customer undertakes to provide such information, explanations or documents in the quality, to the extent and within the time limits specified in such request;
- 10) The client is notified, acknowledges, understands and accepts the risk that the correspondent bank is entitled to:
 - a) suspend the transfer of money for an indefinite period in order to obtain any necessary additional information and documents about the transaction;
 - b) refuse to complete the transfer of money without specifying the reasons for the refusal, returning the money to the Bank, in which case the commission for the transfer is not returned to the Client;
 - c) block money for an indefinite period, including on grounds related to international economic sanctions/restrictions of any countries that directly and/or indirectly extend/affect the transactions made, and/or which make it impossible/difficult to carry out transfer/payment transactions.
 - 11) The Client is familiar with and unconditionally agrees that the conditions specified in this Article and Article 40 of these General Terms and Conditions apply to all types of banking products/services, including when conducting operations/transactions and other cases.
- 2.2. The Client complies with all the requirements of the current legislation of a foreign state affecting the Bank's activities in the financial market and currently does not have any legal claims, demands, lawsuits known to him from both the state and its bodies, and other third parties.
 - 2.3. The Client uses the account in full compliance with the Current legislation, and does not submit it for management/possession/execution of transactions to third parties.
 - 2.4. The client agrees not to carry out transactions on the account related to entrepreneurial, advocacy, private notarial activities, as well as with the activities of a private bailiff and professional mediator.
 - 2.5. Prior to signing the Application, the Customer is duly aware of the liability for violation of the Current legislation, including those governing currency control, anti-money laundering, counter-terrorist financing and financing of the proliferation of weapons of mass destruction, a foreign state affecting the Bank's activities, and the requirements of international economic sanctions.
 - 2.6. The Client is notified of the Bank's obligation to take all necessary actions provided for by the Current Legislation in case of violation by the Client of the provisions of the Current Legislation, Foreign Legislation, these General Conditions, the Rules on the General Terms of Transactions, internal documents of the Bank and to notify law enforcement and other state authorized bodies of such violation.
 - 2.7. The Customer is aware that in case of failure to comply with the requirements provided for by the Current Legislation, Foreign Legislation affecting the Bank's activities in the financial market, including in the field of combating money laundering, terrorist financing and financing of the proliferation of weapons of mass destruction, international economic sanctions of the United States, the European Union, the UN, the United Kingdom and/or these General Terms and Conditions, of the Rules on the General Terms and Conditions of Transactions, the Bank's internal documents and/or in case of submission to the Bank of inaccurate/contradictory/falsified/incomplete information, and/or failure to submit to the Bank within the established period of time a supporting package of documents/information, and/or submission to the Bank of a package of documents/information that does not correspond to the request of the Bank, the Bank on the basis of these General Terms and Conditions, the Rules on the General Conditions of Transactions, the requirements of the current legislation of a foreign state affecting the Bank's activities in the financial market, including in the field of combating money laundering, terrorist financing and financing of the proliferation of weapons of mass destruction, international economic sanctions, has the right to suspend the operation/transaction, acceptance/servicing of a currency contract and/or refuse to carry out the operation/transaction, and/or terminate the business relationship with the Client unilaterally.
 - 2.8. The Client is aware and agrees that the refusal to carry out/credit, the suspension of operations/transactions, as well as the refusal to establish business relations or the termination of business relations in accordance with the requirements of the current legislation, foreign legislation are not grounds for civil liability of the Bank for violation of the terms of the relevant agreements (obligations).
 - 2.9. The Client hereby accepts and agrees that the Bank shall not/will not be liable for damages, for the execution/non-execution of payment/transfer transactions, including for financial and/or legal consequences, in connection with the execution/non-execution of the payment/transfer, for the losses (damages) incurred by the Client or expenses as a result of the execution/non-execution of the payment/transfer, for the damage caused to the Client in case of suspension/refusal to execute the payment/transfer of the Client on the grounds of clause 40.11 Article 40 of these General Terms and Conditions and taking into account the provisions of paragraph 5 of Article 13 of the Rules on the General Terms and Conditions of Transactions, as well as due to the suspension/refusal to execute the Client's payment/transfer by the correspondent bank, and also accepts and agrees that it will not be able to demand a refund from the Bank for such payment/transfer transactions and/or reimbursement of costs

- due to the execution/non-execution of the payment/transfer.
- 2.10. The Client hereby grants the Bank permission to transfer information on certain currency transactions, the conduct of which may be aimed at withdrawing money from the RoK, evading the requirements of the RoK currency legislation to the currency control and law enforcement authorities, as well as consent to provide other documents and information necessary for the Bank to monitor and study the transaction in accordance with the requirements of the AML/CFT Law.
 - 2.11. All information provided by the Client in order to fulfill the Application, the Agreement is true, complete and accurate.
 - 2.12. The Client and/or his authorized representatives have all the necessary rights and powers to sign and execute the Application, the relevant Agreement (if any).
 - 2.13. The signing of the Application by the Client does not and will not contradict the provisions of the Current Legislation, Foreign Legislation, any agreements to which the Client is a party, any decisions or instructions of authorized state bodies. Any Application, the relevant Agreement (if any) signed between the Bank and the Client in accordance with the General Terms and Conditions is legal, valid, binding on the Parties.

ARTICLE 3. TERMS AND DEFINITIONS USED

- 3.1. Terms starting with a capital letter used in the text of these General Terms and Conditions shall have the interpretation specified in this section, unless otherwise interpreted directly in the text of the relevant Agreement and/or these General Terms and Conditions.
Other terms and concepts used in these General Terms and Conditions shall be used in the meanings set forth in the Applicable Law and the Bank's internal documents.

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| ALIS | Automated banking information system of the Bank |
| AUTHORIZATION | permission of the Issuer to make a payment using a payment card |
| CARD CANCELLATION | invalidation of the Card, its withdrawal from circulation and cutting lengthwise and crosswise into four parts with mandatory violation of the integrity of the magnetic stripe/microprocessor |
| AUTHENTICATION | confirmation of the authenticity and correctness of the electronic document by using the security procedure established by the Bank |
| BANK | Freedom Bank Kazakhstan Joint-Stock Company, its branches/departments/structural subdivisions |
| ATM | an electronic-mechanical device that allows the Cardholder to withdraw cash and use other services of the Issuer using the payment card |
| ACQUIRING BANK | a bank, a branch of a non-resident bank of the Republic of Kazakhstan or an organization carrying out certain types of banking operations, which, according to the terms of the agreement with the entrepreneur and (or) the terms of the payment document drawn up by the entrepreneur when making a payment and (or) transferring money using a payment card, must accept the money received in favor of the entrepreneur and (or) perform other actions provided for by the agreement with the entrepreneur. An acquiring bank is also a bank that disburses cash and/or provides other services to Cardholders who are not customers of this bank to make payments and/or transfer money using payment cards |
| BENEFICIARY | the person in whose favor the payment and/or money transfer is made |
| BIOMETRIC IDENTIFICATION | the procedure for establishing the identity of the Client in order to unambiguously confirm his rights to receive |

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| | banking products/services based on his physical and biological characteristics |
| CARD BLOCKING | full or partial prohibition on making payments and (or) money transfers using a payment card. |
| BROKERAGE ACCOUNT | a special account opened with a broker for the purpose of performing transactions with financial instruments |
| BANK WEBSITE | The Bank's official website opened on the Internet at the following email address: www.freedombank.kz |
| FREEDOM CURRENCY | the banking product "Freedom Investment Currency", a unit of measurement in the form of the monetary equivalent of the underlying asset in the form of securities owned by the Client. The security is an ETN (Exchange Traded Notes, Issuer – FRHC Fractional SPC Ltd., trading symbol – FRHC. ETN, ISIN – KZX000002001), backed by Freedom Holding Corp.ticker FRHC |
| VIRTUAL CARD | As a rule, the Virtual Card is issued without a physical medium only in electronic form. However, the Issuer may produce plastic cards for customers with the details of the Virtual Cards printed on them. Such Cards do not have some attributes of ordinary bank Cards: magnetic stripe or a chip, hologram, signature of the Cardholder. This does not allow the use of Virtual Cards to pay for purchases in brick-and-mortar stores or to withdraw cash from ATMs |
| INTERNAL DOCUMENTS | internal regulatory documents of the Bank approved by the authorized body/person of the Bank in the manner prescribed by the internal rules of the Bank, establishing, changing or terminating generally binding norms (rules) of conduct that are mandatory for compliance / application by employees of the Bank and its branches in the performance of their official duties |
| ISSUANCE OF A PAYMENT CARD | the process of transferring the payment card and its personal identification number to the Cardholder by the Issuer and/or the provision by the Issuer to the Cardholder of information about its details |
| ACCOUNT STATEMENT | a written statement reflecting credit/debit transactions on the Account (including the Payment Card Account) for a certain period and other information in accordance with the Applicable Legislation. The statement is sufficient evidence of transactions on the Account |
| REWARD | money accrued on the Deposit and paid by the Bank in the manner, amount and rate in accordance with the terms of the bank deposit |
| ANNUAL (EFFECTIVE) INTEREST RATE | remuneration rate in reliable, annual, effective, comparable calculation for services, calculated in accordance with the Rules for determining the amount and procedure for payment of mandatory calendar, additional and extraordinary contributions, approved by the decision of the Board of Directors of Kazakhstan Deposit Insurance Fund JSC (Minutes No 18 dated July 09, 2021) |
| DEBIT CARD | a payment card that allows its Holder to make payments and (or) money transfers within the amount of money on the client's bank account |

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| CURRENT LEGISLATION | a set of regulatory legal acts of the Republic of Kazakhstan affecting the Bank's activities in the financial market, effective at the time of the transaction/transaction and/or opening, maintenance, closing of an account/registration of a foreign exchange agreement/provision of the Bank's product, service |
| CARD HOLDER | an individual who uses a payment card in accordance with the agreement on the issuance of a payment card or, if the payment card is prepaid, an individual who carries out transactions with its use within the framework of the relevant banking products. The holder of a corporate payment card is an authorized representative of the legal entity that is the owner of the bank account |
| THE MONEY | cash and non-cash money in any currency |
| DEPOSIT (DEPOSIT) | money transferred by the Client to the Bank on the terms of their return in nominal terms and payment by the Bank of remuneration on them in the manner provided for by the relevant Application and these General Terms and Conditions |
| DEPOSIT CARD | payment card (including digital) issued under the "Deposit card" product, including "Deposit card" sub-products, which allows the Card Holder to carry out card transactions within the Available Balance on the Payment Card Account, including providing access to the money placed on the Savings Accounts. The Deposit Card is issued in different currencies with reference to the Client's savings accounts, on the balance of which the accrual is made remuneration according to the terms of the banking product |
| CHILDREN'S CARD | a type of additional payment card issued by the Bank to a Child (a natural person aged 5 (five) to 18 (eighteen)) on the basis of an application of the Parent Card Holder |
| DYNAMIC CUSTOMER IDENTIFICATION | the procedure for establishing the identity of the Customer in order to unambiguously confirm his/her rights to receive Electronic Banking Services by using a one-time code |
| BANK DEPOSIT AGREEMENT (DEPOSIT APPLICATION) | a document that regulates the placement of the Deposit on the basis of these General Terms and Conditions regulating the rights and obligations of the Customer and the Bank in connection with making the Deposit and opening, maintaining and closing a savings account, and the Application for Opening a Deposit, which is an integral part of the General Terms and Conditions concluded between the Bank and the Client. The application for opening a Deposit contains individual conditions of the Deposit, including, but not limited to, the interest rate, term, amount of the Deposit |
| TRUSTEE | a person who has a power of attorney from the Client to perform transactions on the Account, drawn up in the ways provided for by the legislation of the Republic of Kazakhstan, or a person otherwise authorized to act on behalf of the Client |
| TRUSTED NUMBER | personal mobile phone number of the Client used for registration and connection to the Mobile Application. The |

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| | Trusted Number can be used by the Bank for information and financial interaction with the Client, including when signing documents for the registration of a service or banking product |
| ADDITIONAL CARD | a payment card issued by the Bank on the basis of the application of the main Card holder, granting the Cardholder and/or a third party the right to access the main Card holder's money in his/her Account within the limit established by the requirements of the main Card holder |
| AVAILABLE BALANCE | the amount of money, including the Client's balance of money in the bank account |
| AML/CFT LAW | Law of the Republic of Kazakhstan "On Combating the Legalization (Laundering) of Proceeds from Crime and the Financing of Terrorism" |
| LUMP-SUM PENSION PAYMENTS (hereinafter referred to as the EPO) | pension savings formed at the expense of mandatory pension contributions (CPC), withdrawn by the MPC contributor (recipient of pension payments) from the Unified Accumulative Pension Fund in order to improve housing conditions and (or) pay for medical treatment in the manner prescribed by the Social Code of the Republic of Kazakhstan |
| CHILD'S LEGAL REPRESENTATIVE (PARENT) | a parent, guardian or trustee, adoptive parent who cares, educates, raises, protects the rights and interests of the child in accordance with the current legislation, who is a client of the Bank, the Cardholder |
| REGISTERED MOBILE PHONE NUMBER | Mobile phone number provided to the Customer by the Mobile Operator, specified by the Customer in the Application for Electronic Banking Services, stored and used by the Bank when providing Electronic Banking Services |
| REQUEST FOR CASH WITHDRAWAL | a preliminary application for cash withdrawal from Customers, in which the Bank receives a prior notification from the Customer in the manner provided for in these General Terms and Conditions |
| APPLICATION | Application for opening an account/issuing a Card/other applications within the framework of the relevant banking product/for receiving the Bank's products/services and its integral parts provided for by the Bank's internal documents, in connection with the opening, maintenance, closing, servicing of bank accounts/Payment Card Accounts, making payments and transfers, accepting currency contracts for registration, and other services set forth in these General Terms and Conditions and provided by the Bank to the Client |
| APPLICATION FOR OPENING AN ACCOUNT | The application form of an individual, including the Client's personal data (in accordance with the requirements of the internal document regulating the rules of internal control for AML/CFT purposes), which is an appendix to the internal document regulating the rules for opening, maintaining and closing accounts of individuals, upon signing which the Client accedes to the General Conditions, unconditionally accepts all the conditions for opening, maintaining and closing the Current Account / Payment Card Account |

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| FOREIGN LEGISLATION | legislation of foreign countries affecting the Bank's activities in the financial market, including in accordance with the requirements of international economic sanctions |
| INTERNET PAYMENT | non-cash payment for goods/services on the Internet or when placing a postal and telephone order using the details of the Card |
| INVESTMENT CARD | a payment card (including a digital card) that allows round-the-clock performance of Card Transactions within the Available Balance on the Payment Card Account linked to the Brokerage Account in accordance with the terms and conditions of the banking product |
| INFORMATION AND BANKING SERVICES | electronic banking services related to the provision by the Bank to the Client of information on the balances and movements of money on his bank accounts, on payments made and money transfers and other information on the banking services provided and provided at the request of the Client or on the basis of the Application for opening an account signed between the Bank and the Client, in the manner prescribed by these General Terms |
| FREEPAY CARD | payment card (including digital) intended for making payments for repayment of microcredit/installment/loan, for setting a credit limit provided by the Bank on its terms, as well as for other transactions in accordance with the terms of the banking product |
| KARTOMAT | self-service terminal for user identification, storage and automatic issuance/re-issuance (replacement), printing of a payment card |
| CARD | means of electronic payment, which contains information that allows its Holder to perform Card Transactions through ATMs or other communication channels, or to exchange currencies and other operations determined by the Issuer of the Payment Card and on its terms |
| CARD TRANSACTION | a transaction made using the Card or its details (Card number and validity period/other details) for non-cash payment for goods and services of the Vehicle Registration Certificate, cash withdrawal, as well as other transactions provided for by the Current legislation, the rules of the international payment system, international banking practice, as well as the terms and conditions of the banking product |
| PARENT CARD | a multi-currency payment card designed to control the execution of payments of the Children's Card, allowing the Parent to set limits/restrictions in the Mobile Application, as well as to manage additional functionality in the Mobile Application. The Children's Card is linked to the Parent's Payment Card Account in accordance with the terms and conditions of the banking product |
| CUSTOMER | natural person – the holder of a bank account opened with the Bank in accordance with these General Terms and Conditions, as well as the Cardholders receiving the Bank's services. If the reference to the "Client" is used in the provisions of these General Terms and Conditions, taking into account the context of the relevant provision, it is assumed that in these cases it refers to the Client and/or the |

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| | Client's Authorized Representative, the user of the RBS System, the owner of the Safe Deposit Box |
| AUTHORIZATION CODE | a unique combination of alphanumeric characters indicating the number assigned by the Bank or the relevant payment system, necessary for the Authorization |
| CONVERSION | Conversion of the value of one currency into another, carried out at the exchange rate set by the Bank |
| CONTACT CENTER | a division of the Bank, the functional responsibilities of which are: consulting on banking services, including the provision of electronic banking services. The Bank's contact center works around the clock |
| CORPORATE PAYMENT CARD | a payment card issued to an authorized representative of a legal entity on the basis of a relevant agreement on the issuance and use of corporate payment cards concluded between the Issuer and the legal entity that owns a bank account |
| LOAN AGREEMENT | an agreement concluded between the Bank and the Customer in accordance with the Bank's internal documents, which regulates the rights and obligations of the Bank and the Customer in connection with the relations arising from the Credit Cards |
| CREDIT CARD | a payment card that allows its Holder to make payments and (or) money transfers within the amount of the bank loan provided by the Issuer under the terms of the relevant bank loan agreement (credit agreement) concluded between the Issuer and the Client |
| CREDIT LIMIT | the maximum amount of credit resources that can be provided to the Client within the framework of the relevant banking product |
| LOGIN | the Customer's trusted mobile phone number intended for the Customer's login to the Mobile Application specified during the registration procedure in the RBS System |
| SPENDING LIMIT | the amount of money, including the Credit Limit and the Cardholder's own money balance in the Account |
| INTERNET PAYMENT LIMIT | the maximum amount within which Internet payments can be made during a certain cycle |
| CASH WITHDRAWAL LIMIT | the maximum amount within which it is allowed to withdraw cash using a payment card at ATMs and cash withdrawal points through POS terminals during a certain cycle |
| PERSON WITH DISABILITY (hereinafter referred to as LSI) | persons who have received a degree of disability and need situational assistance due to disability |
| PERSONS WITH DISABILITIES (hereinafter referred to as PWD) | persons with health disorders with persistent impairment of body functions caused by diseases, injuries (wounds, traumas, contusions), their consequences, defects, which leads to the limitation of life activities and the need for social protection, including people with limited mobility |

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| PEOPLE WITH LIMITED MOBILITY (hereinafter referred to as MHN) | Elderly persons (old-age pensioners), persons with disabilities, persons who have difficulties in independent movement, receiving services, information or orientation in space, including those using baby strollers and/or wheelchairs, crutches, canes, persons with children of early preschool age |
| INTERNATIONAL PAYMENT SYSTEM (IPS) | a set of software and hardware, documentation and organizational and technical measures that ensure the execution of payments using payment cards in accordance with the internal rules of this payment system |
| INSTANT CARD | a payment card issued by the Bank without the Cardholder's identification data (surname and first name), with a preliminary assignment of a number and expiration date, generation of a PIN code, issued to the Cardholder on the day of submission of the application for the Card to the Bank |
| MOBILE APP | remote access channel to the RBS System is a version of the software created for installation on mobile devices running Android and iOS operating systems, which allows access to the RBS System via the Internet from such mobile devices. The mobile application is placed by the Bank only in the online stores Google Play, AppStore, AppGallery and other sources, the list of which is posted on the Bank's Website |
| MULTI-CURRENCY CARD | a payment card (including a digital one) that provides access to money placed on current accounts opened in different currencies |
| MOBILE PAYMENTS | non-cash payments initiated in electronic form in favor of an individual registered as an individual entrepreneur, a person engaged in private practice, a legal entity in payment for the purchase of goods, performance of work, provision of services, received through the Mobile Application or other equipment (device) designed to accept payments using a bar code |
| UNAUTHORIZED PAYMENT | a payment made in violation of the authorization requirements for payment in accordance with the Applicable Law and these General Terms and Conditions |
| ACCOUNT NUMBER / PAYMENT CARD ACCOUNT NUMBER | individual identification code assigned by the Bank to the Customer's account, consisting of twenty characters (symbols) |
| MINIMUM BALANCE | the amount of money that is not subject to withdrawal from the Account until the expiration of the term of the Deposit or until the termination of the relevant Deposit |
| TOTAL LIMIT FOR CARD TRANSACTIONS | the maximum amount within which it is allowed to perform any Card Transactions (including Internet payments) during a certain cycle |
| ONE-TIME 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 providing Electronic Banking Services to the Client. In case of re-access of the Client to electronic banking services, the creation and use of a new one-time code is required |
| OPERATOR | An employee of the Bank, whose functional duties are to provide high-quality information on all incoming telephone |

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| | calls of the Bank's Customers and to consult on the Bank, its services and products provided by it, as well as on the location of the Bank's ATM network, branches/departments of the Bank. Operators work around the clock |
| MOBILE OPERATOR | a legal entity providing cellular communication services in the territory of the Republic of Kazakhstan |
| OPERATING DAY | the period of time from 09:00 to 18:00 local time of the working day or other time determined by the Bank. The operational day may differ for different types of transactions/services provided by the Bank |
| PASSWORD | a combination of numbers/letters intended for the Customer's entry into the RBS System, which is automatically generated and assigned to the Customer during the registration procedure in the RBS System. After the first login to the RBS System, the Client has the opportunity to set a short access code (a unique combination of numbers) or use biometric parameters on the mobile device (fingerprint, face image, etc.), which are necessary for quick access to the Mobile Application |
| 3D SECURE/ SECURE/CODE PASSWORD | a secret password used to identify the Cardholder when performing card transactions on the Internet, which is used as an increased level of security for payment cards. 3D Secure technology allows to identify the Cardholder when making online payments using an additional password that is known only to the Cardholder |
| PIN CODE | personal identification number, an individual digital code used to identify the Cardholder when performing Card Transactions |
| AML/CFT | countering the legalization (laundering) of proceeds from crime and the financing of terrorism |
| SERVICE PROVIDER | a legal entity that provides certain types of services to the population on a paid basis (utilities / cellular communication / television / Internet and other services) |
| PREPAID PAYMENT CARD | a payment card that allows the Customer to make payments and/or money transfers within the amount of money previously deposited by the Customer and recorded in the Bank's consolidated account |
| TRADE AND SERVICE ENTERPRISE (hereinafter referred to as the PTS) | an individual entrepreneur or a legal entity that accepts payment cards of the Bank/acquiring bank to make a non-cash payment for goods and/or services supplied by it, including via the Internet |
| CUSTOMER REPRESENTATIVE | a person acting on behalf of and in the interests or at the expense of the Client, whose powers are based on a power of attorney, contract, act of an authorized state or local government body and the Current legislation |
| SMS SERVICE PROVIDER | a legal entity that has entered into an agreement with the Bank for the provision of SMS services and provided the Bank with an SMS gateway |
| PAYMENT PROVIDER | a legal entity that has entered into a service agreement with the Bank and has provided the Bank with a set of software |

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| | and hardware tools that allow accepting and processing payments from the Client in favor of service providers with whom this legal entity has contractual relations |
| SECURITY PROCEDURE | a set of organizational measures and software and hardware means of information protection designed to identify the Customer when compiling, transmitting and receiving electronic messages in order to establish his right to receive Electronic Banking Services and to detect errors and/or changes in the content of transmitted and received electronic messages |
| PROCESSING CENTER (PC) | a software and hardware complex that ensures the collection, processing and transmission of information generated when making payments using payment cards, as well as performing other functions provided for by agreements with IPS participants |
| CASH WITHDRAWAL POINT (hereinafter referred to as the POS) | branch/branch of the Bank/acquiring bank (cash desk) for cash acceptance and/or withdrawal of cash on a payment card using plastic (through a POS terminal)/without the use of plastic |
| WORKING DAYS | mean the days when the Bank is open for banking operations |
| CARD DETAILS | information contained on the payment card and/or stored in the Issuer's information system, including the number, validity period, name of the Payment Card System/other, allowing to establish that the payment card belongs to its Cardholder and/or the Issuer and the Payment Card System |
| Republic of Kazakhstan | Kazakhstan |
| MARKET CURRENCY EXCHANGE RATE | exchange rate of tenge to foreign currency, determined in accordance with the procedure established by the National Bank of the Republic of Kazakhstan together with the authorized state body regulating activities in the field of accounting and financial reporting |
| AUTHORIZED PAYMENT | a payment made using a Card is authorized if, during the payment, the Card was not blocked by the Issuer, its validity period did not expire, and the Card was used to make a payment by its Holder in accordance with the internal rules of the Card system in which the payment was made |
| SAVINGS ACCOUNT | a bank account opened by the Bank to the Client on the basis of the Bank Deposit Agreement (Application for Opening a Deposit) and the General Conditions for accepting the Deposit, accruing interest on it and providing the Bank's services provided for by the Current legislation and internal documents of the Bank |
| SESSION | the period of time during which the Customer continuously uses electronic banking services in the RBS System. During one session, the Client has the right to receive an unlimited number of Electronic Banking Services. In case of session timeout, re-entry into the RBS System is carried out by re-entering the login and password |
| SAFE DEPOSITORY | a specially equipped room with safe deposit boxes (safes), each of which has its own individual number. A safe |

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| | depository can be equipped with a mechanical, electronic-mechanical, automated lock with an automated system of access to safe deposit boxes, provided using an identification card |
| SAFE DEPOSIT BOX OPERATIONS/SERVICES | services provided by the Bank for the safekeeping of Valuables, securities issued in documentary form, and Clients' documents, including the lease of safe deposit boxes |
| SAFE DEPOSIT BOX (SAFE) | safe deposit box built into the deposit column leased by the Bank to the Client for the storage of Valuables |
| INTERNET | Communication network and worldwide system of unified computer networks for storing and transmitting information |
| REMOTE BANKING SYSTEM FOR INDIVIDUALS (hereinafter referred to as the RBS SYSTEM) | software available to the Client through the Mobile Application installed on the mobile device and allowing the use of the Mobile Application to receive Electronic Banking Services |
| PAYMENT CARD SYSTEM | a set of software and hardware, documentation and organizational and technical measures that ensure the implementation of payments and (or) money transfers using payment Cards |
| STOP LIST | a list of Cards prohibited for use and subject to withdrawal upon their presentation for service, formed by the IPS on the basis of written requests from the Issuers |
| PARTY/PARTIES | The Bank and/or Customers who have signed the Application for Opening an Account/Other Applications for Receiving the Bank's Products/Services and its integral parts provided for by the Bank's internal documents in connection with the opening, maintenance, closing of accounts, making payments and transfers, accepting foreign exchange agreements for registration, providing the Client with banking products/services |
| SPECIAL ACCOUNT | a special current account of an individual resident of the Republic of Kazakhstan opened with the Bank in the national currency, separately for crediting money paid from the following money senders: <ul style="list-style-type: none"> 1) benefits, social payments paid from the state budget and (or) the State Social Insurance Fund, or pensions paid from the state budget and (or) the unified accumulative pension fund, and (or) the voluntary accumulative pension fund; 2) alimony (money intended for the maintenance of minor and disabled adult children); 3) housing payments, lump-sum pension payments from the Unified Accumulative Pension Fund in order to improve housing conditions and (or) pay for medical treatment |
| ACCOUNT | current account (incl. Payment Card Account) and/or savings account opened by the Bank for the Client on the basis of the Application, its integral parts and these General Terms and Conditions for the provision of services by the Bank provided for by the Applicable legislation and internal documents of the Bank |

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| PAYMENT CARD ACCOUNT | a current account in any currency, the means of access to which is a payment card, opened by the Bank to the Client on the basis of the Application for opening an account provided for by the Current legislation, these General Terms and Conditions and internal documents of the Bank |
| RATES | the Bank's tariffs that determine the amount of remuneration and commissions of the Bank charged for any banking services and operations in force at the time of the provision of the service by the Bank or the performance of the transaction during the validity period of the Account Opening Application/other Applications/Agreements acceding to these General Terms |
| SESSION TIMEOUT | a period of time after which, if the Customer fails to perform any actions in the RBS System, the session is automatically terminated. The session timeout is 5 minutes by default and can be configured by the Client in the interval from 1 to 10 minutes |
| CURRENT ACCOUNT | a bank account in any currency opened by the Bank for the Client on the basis of the Application for opening an account and these General Terms and Conditions, which are an integral part of the bank account, regulating the rights and obligations of the Bank and the Client in connection with the opening, maintenance and closure of the Account/Payment Card Account, the performance of transactions therewith, the provision of services provided for by the Applicable Law and these General Terms and Conditions |
| TECHNICAL (UNAUTHORIZED) OVERDRAFT (hereinafter referred to as OVERDRAFT) | exceeding the amount of the debit transaction, i.e. the amount of money spent in excess of the balance of the Client's own money in the Payment Card Account, as well as in excess of the amount of the credit limit. An overdraft may be formed in case of exchange rate differences in transactions with conversion, in case of difference between the amount of authorization and the amount of financial confirmation for the Card Transaction, in case of transactions without prior online authorization in the Bank's card system, transactions submitted by acquiring banks with a delay in the deadlines established by the rules of the Ministry of Railways, erroneous/double debiting of amounts from the Payment Card Account, transactions carried out as a result of a technical failure in the RBS System, and so on |
| 3D SECURE TECHNOLOGY | technology developed by the IPS to ensure increased security of payment card transactions on the Internet. The MASTERCARD Worldwide IPS security standard that supports 3D Secure technology is called "MASTERCARD SecureCode", the Visa IPS security standard that supports 3D Secure technology is "Verified by Visa" |
| NOTIFICATION | written communications of the Parties sent in the ways provided for by these General Conditions, Applicable Law, Application for Opening an Account, internal documents of the Bank |
| INDICATION | an order of the initiator of payment and/or money transfer to the Bank to make a payment and/or money transfer, which is expressed in the form of an order, demand or in the form of the Customer's consent when using the electronic payment means or remote access system, which |

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| | is expressed in the form of an order, demand or in the form of the Customer's consent when using the electronic payment means or remote access system |
| AUTHORIZED PERSON | a person duly authorized by the Client or the Applicable Law to open and perform transactions on the Client's Account that do not contradict the Applicable Laws |
| AUTHORIZED BODY | an authorized state body of the Republic of Kazakhstan, which within its competence regulates and supervises the provision of services by banks |
| PAYMENT CARD SYSTEM MEMBER | a natural or legal person who, in accordance with the relevant concluded agreement, transfers, processes and (or) executes a payment document drawn up when making payments and (or) money transfers using a payment Card of a certain Payment Card System |
| VALUES | cash, precious metals and stones, jewelry, antiques, securities, as well as other valuables and documents, except for items prohibited for storage in accordance with the requirements of the Current legislation and internal documents of the Bank |
| DIGITAL CARD | type of payment card issued remotely through remote service channels/RBS System designed to perform Card Transactions online (via the Internet) without the use of a physical medium (by transferring the details of the Card)/Card Transactions using a token (the ability to conduct transactions without using the Card data) |
| ELECTRONIC BANKING SERVICES | services related to the Customer's obtaining / access to his/her bank account(s) in order to obtain information on the amount of money on the bank account(s), transactions carried out on the bank account(s), making payments and money transfers and/or performing other types of banking operations provided by the Bank via telecommunication lines or other types of communication. Electronic banking services are divided into information banking and transactional banking services |
| ELECTRONIC SIGNATURE (hereinafter referred to as EDS) | a unique set of characters consisting of a private (secret) and a public (public) key issued by the National Certification Authority/Bank to the Client. EDS confirms the authenticity, ownership and immutability of the content of the Electronic Document after its signing by the EDS, as well as the authorship of the Electronic Document |
| ISSUER | a bank issuing payment cards, including the Bank |
| CVV/CVC CODE | (Abbreviation of the English phrase Card Verification Value / Card Verification Code) is a three-digit identification code designed to identify the Cardholder when paying for goods and services on the Internet |
| CASHBACK | the Bank's service, according to which the Bank refunds to the Customer a part of the amount of the non-cash payment (except for the payments specified in clause 15.107 of these General Conditions) on the payment card within the amount and on the terms established by the Bank and reflected in the Bank's Tariffs on the www.freedombank.kz website |
| FATCA | The U.S. Foreign Account Tax Compliance Act, implemented in the Republic of Kazakhstan through an agreement between the Governments of the Republic of Kazakhstan and the United States of America on improving international tax compliance |
| OTP PASSWORD | one-time verification code, a unique sequence of electronic digital symbols created by software and hardware, which the Client receives by SMS message or Push notification, |

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| | intended for one-time use when providing the Client with Electronic Banking/Payment and other electronic services |
| POS TERMINAL | (Abbreviation of the English phrase Point of Sale) is an electronic device used to make non-cash payments using Cards in the PTS and cash withdrawals in the Military Station |
| PUSH NOTIFICATION | a notification intended for one-time use when providing the Customer with electronic banking/payment and other electronic services in the Mobile Application, as well as the method of information dissemination sent by the Bank to the Customer's trusted device via the Internet, including for sending an OTP password, information and advertising messages |
| SMS-INFORMING | a service related to the provision of information by the Bank to the Customer about Card Transactions, payments and money transfers and other information by sending SMS messages to the Registered Mobile Phone Number without making a separate request by the Customer on the basis of an application signed by the Customer for activation of the SMS-informing service in the form specified in the Bank's internal documents and the agreement or on the basis of verbal consent by phone to connect to the service SMS-informing in case of an incoming/outgoing call to the Client |
| SMS MESSAGE | a short text message of the established format transmitted by the Bank through the SMS service provider to the Client to the registered telephone number |
| SMS GATEWAY | a set of software and hardware that ensures the exchange of information between the Bank and the SMS service provider, as well as allows the Bank to send SMS messages to the Registered Mobile Phone Number in the Mobile Operator's network |

SECTION I OPENING, MAINTENANCE AND CLOSING OF A CURRENT ACCOUNT

ARTICLE 4. OPENING OF CURRENT AND SPECIAL ACCOUNTS

§ 1 OPENING, MAINTENANCE OF A CURRENT ACCOUNT

- 4.1. The Client shall provide the Bank with a completed Application for opening an account in hard copy or sign the corresponding application for opening an account in the RBS System by means of an EDS, or when using Dynamic Identification in remote servicing as part of the opening of digital products by entering a one-time one-time code sent to the Client by SMS message to the mobile phone number specified in the Application for Opening an Account or using remote access to the Bank's RBS System, which are legally equivalent to receiving documents in hard copy, drawn up in accordance with the requirements of the current legislation.
- 4.2. The Client gives the Bank the right to use the documents generated and submitted by him in the manner and under the conditions specified in Article 21 of these General Conditions, on an equal basis with the documents/instructions on paper. At the same time, the Customer is fully responsible for the content of such documents/instructions sent to the Bank in the RBS System for execution.
- 4.3. The Bank shall make a decision on opening or refusing to open an Account/Payment Card Account within 10 (ten) business days from the date of submission of a complete package of documents by the Customer. The Bank may extend this period up to 45 (forty-five) calendar days if the Application for Opening an Account indicates that the source of financing for transactions made on the Account/Payment Card Account to be opened is borrowed funds. The Bank may refuse to open such an account for the Client without notifying him thereof if within the period extended in accordance with this paragraph, the Bank has not issued a loan to the Client by crediting money to such account.
- 4.4. The Bank shall have the right to refuse to open an Account for the Customer/a Payment Card Account for the Customer in the cases provided for in Clause 40.11 of Article 40 of these General Terms and Conditions and Clause 5 of Article 13 of the Rules on General Terms and Conditions of Transactions.
- 4.5. The Bank does not accept for execution the Application/Application for Opening an Account:
 - 1) containing unclear instructions;
 - 2) not completed or signed by the Client/Authorized Person;
 - 3) not containing information provided for by the current legislation;
 - 4) containing incorrect information;

- 5) filled with a pencil;
 - 6) containing corrections;
 - 7) containing instructions to conduct transactions that violate the current legislation;
 - 8) in other cases provided for by the current legislation, internal documents of the Bank.
- In these cases, the Bank shall return such applications to the Client without execution. The Bank shall not be liable for the consequences arising from the Bank's refusal to execute such instructions.
- 4.6. After checking the documents submitted by the Customer and making a positive decision on opening, the Bank opens an Account/Payment Card Account and assigns an individual identification code.
 - 4.7. The terms and conditions of servicing the Account/Payment Card Account shall come into force from the moment of opening such an account and shall be valid until its termination in the manner and in cases established by the Current Legislation.
 - 4.8. The Bank undertakes to accept money received in favor of the Client, executes the Client's orders to transfer (issue) to the Client or third parties the amounts of money from the Account/Payment Card Account, and provides the Client with other services provided for by the Applicable Law and these General Conditions, except for the cases specified in paragraph 40.11 of Article 40 of these General Terms and Conditions and paragraph 5 of Article 13 of the Rules on the General Conditions of Transactions.
 - 4.9. By signing the Application/Application for Opening an Account, the Client fully accepts and agrees to the provisions of the General Conditions, as well as confirms that all provisions of the General Conditions and the Application/Application for opening an account are fully consistent with the interests and will of the Client.
 - 4.10. The Client undertakes to pay for the services provided by the Bank in the manner and on the terms provided for in the Application for Opening an Account, these General Terms and Conditions, and the Tariffs.
 - 4.11. The Bank has the right, at its own discretion, without additional agreement with the Customer, to make changes to the list of documents required for opening/maintaining/closing the Account/Payment Card Account, issuing and servicing the Card, in order to comply with the requirements of the Applicable Legislation and/or internal documents of the Bank. If it is necessary to provide additional documents, the Client, by acceding to the General Conditions, expresses his consent and undertakes to provide them within the period specified by the Bank in accordance with the list specified by the Bank.
 - 4.12. In case of changes in personal data and/or information related to the maintenance of the Account/Payment Card Account (including, but not limited to, a change in the legal status of the Company, the names of persons authorized to sign on behalf of the Client, etc.), the Client is obliged to notify the Bank thereof no later than 2 (two) business days, attaching copies of documents confirming such changes, and provide the original documents for verification. Any such changes shall become effective for the Bank only upon receipt by the Bank of the notification and relevant supporting documents.
 - 4.13. The Account/Payment Card Account opened for the Client is used to accept, transfer, disburse money to the Client or third parties at the direction of the Client and other services provided for by the Applicable Legislation.
 - 4.14. In accordance with the current legislation, cash balances on the Accounts/Accounts of payment cards of individuals are the object of mandatory guarantee (insurance) of deposits in accordance with the Law of the Republic of Kazakhstan "On Compulsory Guarantee (Insurance) of Deposits (Deposits) Placed in Second-Tier Banks of the Republic of Kazakhstan". The Client confirms that he is familiar with the terms of guarantee compensation for deposits, which are posted on the official website of the Bank at www.freedombank.kz, as well as with a certificate from a bank participating in the system of mandatory collective guarantee (insurance) of deposits of individuals.
 - 4.15. The Customer agrees that the remuneration for the use of the money placed on the Account/Payment Card Account by the Bank shall not be accrued or paid to the Customer.
 - 4.16. The Bank performs the following types of transactions on the Customer's Payment Card Account/Account:
 - 1) acceptance/crediting of money in favor of the Client;
 - 2) execution of the Client's money transfer orders in accordance with the procedure provided for in the General Conditions;
 - 3) cash withdrawal to the Customer in accordance with the procedure provided for by the Current legislation, the General Terms and Conditions and internal documents of the Bank;
 - 4) execution of third-party orders to withdraw the Client's money on the grounds provided for by the Applicable Law and/or these General Conditions.
 - 4.17. By signing the Application/Application for opening an account, the Client agrees to the Bank to inform the Client about the new/changed types of banking services and their conditions, by sending advertising and informational messages by the Bank in the manner provided for by these General Terms and Conditions to a mobile phone number, e-mail.
 - 4.18. By signing the Application/Application for opening an account, the Customer gives his/her

unconditional and irrevocable consent to the Bank to debit money from the Current Account/Payment Card Account, as well as from any other bank accounts of the Customer opened with the Bank and/or other banks, organizations carrying out certain types of banking operations by debiting the Client's bank accounts or in any other way not prohibited by the Current legislation in the following cases:

- 1) erroneous crediting of money by the Bank to the Customer's Account/Payment Card Account;
- 2) receipt of a notification from the sending bank about the Unauthorized Payment received by the Client;
- 3) crediting money to the Account/Payment Card Account on the basis of forged payment documents in the presence of documents confirming the forgery and the presence of the Application, the consent of the Client;
- 4) non-fulfillment or improper fulfillment by the Customer of monetary obligations under the Account/Payment Card Account or other transactions concluded between the Bank and the Customer;
- 5) repayment of the debt on the Client's commission in accordance with the Tariffs;
- 6) occurrence of an Overdraft on the Account/Payment Card Account;
- 7) debiting/refunding/withholding of the accrued/paid amount of Cashback in case of full or partial cancellation/return of the Card Transaction (return of the goods purchased with the Card or refusal of the service paid for with the Card), except for special current accounts;
- 8) failure to receive reimbursement from the sending bank of the amount of the incoming transferred Card Transaction if the Bank has previously credited such amount to the Payment Card Account;
- 9) receipt of a notification from the beneficiary bank about the success of the outgoing Card Transfer Transaction in case of earlier return of such amount by the Bank to the Payment Card Account.

4.19. The Parties hereby agree and confirm that any debit transactions/debit actions on the Current Account/Payment Card Account in tenge and foreign currency, as well as replenishment of the Current Account/Payment Card Account in foreign currency by a third party on behalf of the Customer is possible only if all the following actions are performed:

- 1) A power of attorney on behalf of the Client to a third party must be notarized and contain a list of operations/actions that are entrusted to a third party on behalf of the Client;
- 2) Either Party has the right to terminate the relationship on servicing the Account/Payment Card Account unilaterally, notifying the other Party in writing 5 (five) business days before the expected moment of such termination.

4.20. In relation to the Client's Representative/Authorized Person, the authority of such person to act on behalf of and (or) in the interests of the Client is additionally checked. In relation to a Customer with whom the Bank has established business relations through the Client's Representative acting on behalf of the Customer on the basis of a power of attorney issued, the Bank shall additionally carry out Biometric Identification of the Customer prior to debit or incoming transactions. In this case, the Customer (Account Holder) shall independently register and pass Biometric Identification in the Mobile Application.

4.21. Upon termination of the Account/Payment Card Account servicing relationship, the Customer and the Bank shall be obliged to fully execute all remaining orders and obligations arising from the Account Application but not fully completed as of the date of termination of the latter. The Client agrees that the Bank has the right to set off all claims that it may have against the Client.

4.22. The balance of the Account/Payment Card Account shall be paid to the Customer in cash, if it is allowed by the Applicable Legislation, transferred to another account with the Bank or another bank upon the written instruction of the Client, or debited by the Bank to the Bank's income upon the written instruction of the Client, or executed by any other instruction of the Client that does not contradict the Applicable Legislation. At the request of the Bank, the Customer shall, within 3 (three) days from the date of receipt of such a request from the Bank, provide the Bank with written instructions to transfer to another account with another bank and/or withdraw the balance of funds in the Account in cash;

4.23. In the event that there has been no movement of money on the Customer's Account/Payment Card Account (except for transactions related to the withdrawal of the Bank's account maintenance fee) (if any) and/or there have been no funds on the Account for 1 (one) calendar year, the Bank shall notify the Customer in any available way provided for in the General Terms and Conditions of the absence of cash and cash movement on the Account/Payment Card Account and close it upon expiry of 3 (three) months from the date of the Notification. In the event that within 3 (three) months from the date of the Notification the Customer does not resume transactions on the Account/Payment Card Account, the Bank shall terminate and terminate the servicing of such account unilaterally and close such Account, except for the savings account, accounts intended for crediting benefits, social payments paid from the state budget and (or) the State Social Insurance Fund, or pensions paid from the state budget and (or) the Unified Accumulative Pension Fund, and (or) the Voluntary Accumulative Pension Fund, as well as alimony (money intended for the maintenance of minor and incapacitated adult children).

4.24. In the event that within 3 (Three) months from the date of sending the Notice by the Bank to the Client,

- the Customer does not resume operations on the Account/Payment Card Account if there is a balance of money on such Customer's account (except for accounts intended for crediting benefits, social payments paid from the state budget and (or) the State Social Insurance Fund, or pensions paid from the state budget and (or) the Unified Accumulative Pension Fund, and (or) the Voluntary Accumulative Pension Fund, as well as alimony (money intended for the maintenance of minor and disabled adult children), the Bank has the right to transfer the balance of money to the notary's deposit in accordance with the Current legislation and close the Account/Payment Card Account.
- 4.25. In the event that any debt has arisen on the Customer's Payment Card Account/Account for servicing the Account/Payment Card Account within the scope of the General Terms and Conditions, the Customer hereby grants the Bank the right (consent) to provide any third party without notifying the Customer with pre-trial debt collection and settlement services, as well as the collection of information related to the debt, debt collection, including assignment, the following information about the Client:
- 1) any information about the Client held by the Bank;
 - 2) the amount of his debt to the Bank under these General Conditions;
 - 3) any terms and conditions of these General Terms and Conditions and security contracts concluded to secure the Client's obligations.
- 4.26. In the event that any debt has arisen in the servicing of the Customer's Payment Card Account/Account within the framework of these General Terms, the Bank shall have the right to transfer the rights of claim under the Customer's debt to the Bank for pre-trial collection and settlement to third parties, including collectors, without notifying the Customer of such transfer.
- 4.27. Suspension of debit transactions on bank accounts or seizure of money on a bank account is carried out in accordance with the current legislation on the basis of decisions and (or) orders of authorized state bodies or officials on the suspension of debit transactions on the client's bank account or information of the authorized body about organizations and individuals included in the list organizations and persons related to the financing of terrorism and extremism, and (or) to the list of organizations and persons associated with the financing of the proliferation of weapons of mass destruction, as well as the list of persons involved in terrorist activities, as well as temporary restrictions on the disposal of property on the basis of acts on temporary restrictions on the disposal of property, seizure of money on the bank account of the sender of money, on the basis of acts of seizure of the client's money are carried out in the manner and in cases provided for by the current legislation.
- 4.28. The resumption of debit transactions on bank accounts shall be carried out after the authorized state body or official withdraws the decision and (or) order on the suspension of debit transactions on the bank account, as well as in cases provided for by the current legislation. The seizure imposed on the money on the client's bank account shall be lifted on the basis of a written notice of the person who has the right to seize the client's money on the cancellation of the act of seizure of money previously adopted by him/her or after the execution by the Bank of the collection order submitted in pursuance of the previously imposed seizure of money on the bank account, as well as in the following cases: provided for by the current legislation.
- 4.29. Seizure, suspension of expenditure transactions, temporary restrictions on the disposal of property, restrictions on transactions and other operations with property on the following bank accounts are not allowed:
- 1) for crediting benefits and social payments paid from the state budget and (or) the State Social Insurance Fund, housing payments, lump-sum pension payments from the Unified Accumulative Pension Fund in order to improve housing conditions and (or) pay for medical treatment, target assets, payments of targeted savings from the Unified Accumulative Pension Fund in order to improve housing conditions and (or) pay for education;
 - 2) on bank accounts in housing construction savings banks in the form of housing construction savings accumulated through the use of housing payments, in the form of payments of targeted savings from the Unified Accumulative Pension Fund in order to improve housing conditions and (or) pay for education;
 - 3) on bank accounts in the housing construction savings bank, intended for crediting payments and subsidies for the purpose of paying for rented housing in the private housing stock;
 - 4) on bank accounts in second-tier banks in the form of savings for capital repairs of the common property of the condominium, with the exception of penalties on the basis of court decisions in cases of non-fulfillment of obligations under contracts concluded for the purpose of capital repairs of the common property of the condominium;
 - 5) on bank accounts intended for crediting compensation for investment costs;
 - 6) for money deposited on the terms of a notary's deposit;
 - 7) on bank accounts under the agreement on educational savings deposit concluded in accordance with the Law of the Republic of Kazakhstan "On the State Educational Savings System", assets of the social health insurance fund and funds of the targeted contribution allocated for the guaranteed amount of free medical care, which are on bank accounts;

- 8) in bank accounts intended for accounting of money of the Clients of the investment portfolio manager, for the unfulfilled obligations of this investment portfolio manager;
- 9) on bank accounts intended for accounting of Clients' money of the person performing the functions of a nominee holder for the unfulfilled obligations of this person performing the functions of a nominee holder;
- 10) on bank accounts for clearing transactions with financial instruments, money of banks, insurance (reinsurance) organizations, voluntary accumulative pension funds that have been deprived of a license by the authorized state body and (or) are in the process of forced liquidation;
- 11) on the current account of a private bailiff intended for storing the recovered amounts in favor of claimants, money held in the bank account of a single operator in the field of public procurement, intended for payment by potential suppliers or suppliers of money as interim measures within the framework of participation in public procurement in accordance with the Law of the Republic of Kazakhstan "On Public Procurement", money of branches of non-resident banks of the Republic of Kazakhstan, branches of insurance (reinsurance) organizations-non-residents of the Republic of Kazakhstan, deprived of a license by the authorized state body and in the process of compulsory termination of activities.

§ 2 OPENING, MAINTENANCE OF A SPECIAL ACCOUNT

- 4.30.** When opening a Special Account, the Bank accepts to such account the money received in favor of the Client only in the form of benefits, social payments paid from the state budget and (or) the State Social Insurance Fund, or pensions paid from the state budget and (or) the Unified Accumulative Pension Fund, and (or) the voluntary accumulative pension fund, and (or) alimony (money intended for the maintenance of minors and incapacitated adult children), as well as under an agreement on an educational accumulative deposit concluded in accordance with the Law of the Republic of Kazakhstan "On the State Educational Accumulative System", intended for crediting payments and subsidies, in order to pay for rented housing in a private housing fund, lump-sum pension payments credited from the Unified Accumulative Pension Fund in order to improve housing conditions and (or) pay for treatment, targeted assets, payments of targeted savings from the Unified Accumulative Pension Fund in order to improve housing conditions and (or) pay for education.
- 4.31. In case of receipt of money to the Special Account from other sources/persons, the payment document is returned to the initiator without execution in accordance with the current legislation.
- 4.32. When opening a Special Account for individuals who are residents of the Republic of Kazakhstan at their request for crediting benefits and social payments paid from the state budget and (or) the State Social Insurance Fund, or when opening a special current account for the EPO, educational deposits, target assets, target savings, the Client shall submit to the Bank:
- 1) an identity document;
 - 2) an application containing the purpose of the current account.
 - 3) other documents regulated by the current legislation depending on the purpose of the account.
- 4.33. The Bank maintains the Special Account for Benefits/Social Payments/Housing Payments/EPO/Educational Deposits/Target Assets/Special-Purpose Savings, taking into account the following:
- 1) the deposit of cash by the Client and/or third parties to the Special Account is prohibited;
 - 2) non-cash transfers to the Special Account shall be made in accordance with clause 4.2 of this Article of the General Conditions;
 - 3) non-cash transfers from the Special Account are prohibited, except for transfers to the Current Account/Payment Card Account of the Client opened with the Bank, subject to the requirements of the Applicable Legislation;
 - 4) the money on the Special Account shall not be subject to foreclosure, seizure, suspension of expenditure transactions, temporary restrictions on the disposal of property, restrictions on transactions and other operations with property;
 - 5) The Special Account cannot participate in settlements under bank deposit agreements and loan agreements, for depositing/withdrawing money from the Savings Account or for crediting/repaying a loan.
- 4.34. When opening a current account for alimony crediting (money intended for the maintenance of minor and disabled adult children) to individuals resident of the Republic of Kazakhstan who are recipients of alimony (money intended for the maintenance of minor and disabled adult children) at their request, the Client shall submit to the Bank:
- 1) an identity document of the recipient of alimony (money intended for the maintenance of minor and disabled adult children);
 - 2) An application for opening an account containing the purpose of the current account;
 - 3) a copy of the judicial act on the recovery of alimony (money intended for the maintenance of minor and disabled adult children) or a notarized alimony payment agreement (money intended

- for the maintenance of minor and disabled adult children), concluded in accordance with the Code of the Republic of Kazakhstan on Marriage and Family.
- 4.35. When opening a Special Account for alimony, the Bank accepts money to such an account with the purpose of payment "alimony".
- 4.36. The Bank maintains the Special Account for Alimony taking into account the following:
- 1) no payment request may be made for the money in the Special Alimony Account;
- 4.37. Debit transactions on Special Accounts may be carried out by the Client's representative only on the basis of a notarized power of attorney issued by the Client, as well as by the Client's Legal Representatives, including guardians and trustees of the Client, in accordance with the procedure provided for by the Current legislation.
- 4.38. The procedure for using the LPP (lump pension payments) to improve housing conditions is carried out in accordance with the "Rules for the use of lump-sum pension payments to improve housing conditions in accordance with the legislation of the Republic of Kazakhstan", these General Terms and Internal Documents of the Bank.
- 4.39. The LPP may be used to make an initial payment to obtain a mortgage loan for the purchase of a dwelling place and/or a dwelling place with repairs under one bank loan agreement, partial or full repayment of debt on a mortgage loan for the purchase of a dwelling place and/or a dwelling place with repairs under one bank loan agreement, refinancing of a housing mortgage loan;
- 4.40. In case of assignment, the LPP shall be transferred from the applicant's Special Account to the Beneficiary's Special Account within 3 (three) business days from the date of submission of supporting documents;
- 4.41. After the receipt of funds on the Special Account, the recipient is obliged to submit documents to the Bank in accordance with the procedure established by the "Rules for the use of lump-sum pension payments to improve housing conditions in accordance with the legislation of the Republic of Kazakhstan".
- 4.42. Commissions provided for by the Bank's Tariffs are not deducted from Special Accounts.

§ 3 MAINTENANCE OF PWDs, PWDs, PLMs

- 4.43. Servicing of PWDs, PWDs and PLMs is carried out by trained and trained personnel of the Bank and includes:
- Provision of priority services by banks to PWDs and PLMs in the Bank's front offices/branches;
 - the ability of PWDs, PWDs and PLMs to benefit from situational assistance from staff;
 - awareness of the staff about the regulatory framework, about the approach to understanding disability, including the possibility of identifying PWDs, PWDs and PLMs;
 - training and conducting training of personnel involved in the maintenance of PWDs, PWDs and PLMs;
 - availability of an online sign language interpreter service for Clients of the PWD with hearing impairment.
- 4.44. In order to service PWDs, PWDs and PLMs, including the issuance of payment cards for these persons, it is necessary to have qualified and trained personnel in the Bank, as well as a sign language interpreter for PWDs with hearing impairments.
- 4.45. Refusal to serve and provide services to PWDs, PWDs and PLMs is not allowed.
- 4.46. Financial services should be available to LSIs of all categories in accordance with the Law of the Republic of Kazakhstan dated February 20, 2015 No 288-V The Law of the Republic of Kazakhstan "On Ratification of the Convention on the Rights of Persons with Disabilities".
- 4.47. The bank provides timely, loud and clear announcement of the electronic queue number and the corresponding service window by the electronic display. If necessary, repeat the information, simplifying the sentence as much as possible and preserving its essence.
- 4.48. On the Bank's premises, a sign language specialist can participate in negotiations or conduct an online video consultation with a Bank specialist who speaks sign language, or through written communication, or communication through a personal sign language interpreter, or the use of a remote sign language interpretation service using a mobile device belonging to PWDs, PWDs and PLMs.
- 4.49. The presence of a personal sign language interpreter or a typhlosurd interpreter is allowed.
- 4.50. If the accompanying person of a deaf-blind, deaf or hard-of-hearing Customer says that he/she is a sign language specialist (sign language interpreter, typhlo-sign interpreter), the Bank's employee asks the sign language specialist to present the relevant documents in accordance with the established templates/samples and make copies of them. In addition to the identity document, the Bank requests a document on education and qualifications from the translator.
- 4.51. For security purposes, if technically possible, the Bank shall make a video recording of the service with a sign language specialist, notifying him and the Client in advance. Also, the sign language specialist puts his signature on the document (Application for opening an account, payment card, etc.)

indicating that the text of the document was translated by him without distortion.

- 4.52. A sign language specialist – sign language interpreter, typhlo-sign interpreter, in addition to confirming his/her qualifications and confirmation of the translation for authenticity, must sign an obligation of non-disclosure of information that has become known to him/her (banking, commercial secrets, protection of personal data).
- 4.53. The Bank informs the Client about the possibility of obtaining an electronic copy of the document, the content of which must be accurately and fully communicated to the Client, from the Bank's website or Mobile Application.
- 4.54. When interacting with and providing situational assistance to a Client with various types of disorders of body functions, the Bank is obliged to ensure:
- timely visual identification of the Client (presence of a guide dog, wheelchair, glasses and/or cane for the blind, hearing aid or other assistive technologies and devices);
 - compliance with the rules of etiquette in communication;
 - compliance with the rules for accompanying Clients when the employee and the Client perform the necessary operations within the framework of the service;
 - clarification directly with the Client about the actions of the Bank's employees for the most effective interaction;
 - application of available measures for the most comfortable service;
 - communication with the Client, and not with his/her accompanying person, unless the Client has chosen another method of communication; – minimization of stress factors in the process of servicing the Client.
- 4.55. Measures for opening a bank account, providing banking services/products of PWS, PWDs and PLMs are carried out taking into account the requirements of the Current legislation, regulations of the Republic of Kazakhstan and internal documents of the Bank, similar to opening bank accounts, providing banking services/products to other Customers without the status of PWS, PWDs and PLMs, taking into account the following:
- 1) provide PWM Clients with payment cards with the card number and expiration date by embossing;
 - 2) do not interfere with the presence of an accompanying person when servicing the Client with the consent of the Client, including if there are appropriate notes in the information about him/her;
 - 3) inform the Client about the adaptive solutions available in the subdivision for his/her comfortable movement around the premises, service and self-service (the presence of contrasting markings, tactile floor and wall signs and signs, sound amplifiers (induction loops), sound information in the service rooms, special places for servicing the Client, the location of ATMs adapted to the needs of the Client, etc.), as well as the availability of assistive technologies and devices that may be required by Customers with various types of disabilities for comfortable service and transactions, as well as full receipt of services;
 - 4) at the request of the Client, inform the Client about the Bank's special products and services, as well as about the existing preferential terms, rates, tariffs and service options (if any);
 - 5) offer the Client, who is unable to sign independently due to existing violations, the available options for signing the document, taking into account the requirements of the current legislation (facsimile (if there is a decision of the authorized body and/or on the basis of the Bank's administrative document), electronic signature, including with the additional use of the Client's biometric data, or affixing a signature by the Client's representative, as well as affixing a signature using such adaptive device, as a specialized stencil (if any) to mark the boundaries of a certain field of the document intended for signing);
 - 6) inform the Client about the possibility of remote servicing using the website and/or the Mobile Application, about adaptive solutions designed for remote servicing of this category of Customers, as well as other opportunities for access to financial services using remote channels (Contact Center, online video consultations) and remote identification and Authentication. Ensure the availability and ability to use several alternative channels for confirming the performance of significant transactions for Clients: phone call, chat, SMS, video chat, and so on;
 - 7) provide the ability for the Client to copy (download) the documentation required by the Client (with protection from changes) to an electronic medium when servicing the Client remotely through the personal account on the website or in the Mobile Application, including in the format applicable for reading by screen access programs for Clients with visual impairments;
 - 8) at the request of the Client or his representative, if possible, disconnect (block) certain channels of information and service;
 - 9) during the initial service of the Client and his/her consent, make notes about the type of impairment of bodily functions, the Client's limitations and features of service, as well as the person accompanying the Client. In addition to the standard methods of identification and Authentication (PIN codes, passwords, code words, etc.), offer the Client the available methods of identification and Authentication, which can then be used by the Client also for remote service

- and self-service, suitable biometric methods of identification and Authentication;
- 10) provide individual on-site service at home at the request of the Client (potential Client), in the manner prescribed by the Bank's internal documents (if such service is available).

ARTICLE 5. PAYMENTS AND MONEY TRANSFERS

- 5.1. The Bank shall make payments and money transfers in national and foreign currency in accordance with the Client's instructions, except for the cases provided for in paragraph 40.11 of Article 40 of these General Terms and Conditions and paragraph 5 of Article 13 of the Rules on General Conditions of Transactions.
- 5.2. The Bank makes payments and money transfers, including mobile payments, on the basis of the instructions of the Client/Authorized Person, executed in writing and transmitted to the Bank on purpose or in electronic form using the RBS System. Connection to this system is carried out by the Client independently through the Mobile Application or on the basis of the relevant Application for opening an account signed between the Bank and the Client (for an individual, an application for the establishment/refusal of additional services is sufficient);
- 5.3. The instructions shall contain all the information necessary for the proper execution by the Bank of the instructions of the Client/Authorized Person, provided for by the Current legislation and internal documents of the Bank. Instructions can be made on the Bank's letterheads.
- 5.4. The Bank accepts only those payment documents and/or instructions that are drawn up in accordance with the requirements provided for by the current legislation.
- 5.5. In case of discrepancies, deficiencies, remarks, the Bank shall return the instructions to the Client within the time limits provided for by the current legislation without execution.
- 5.6. The Bank does not accept payment documents for execution:
- 1) containing unclear instructions;
 - 2) not completed or signed by the Client/Authorized Person;
 - 3) not containing information provided for by the current legislation;
 - 4) containing an incorrect value date;
 - 5) instructions in which the amount in words does not correspond to the amount in figures;
 - 6) filled with a pencil;
 - 7) containing corrections;
 - 8) containing instructions to conduct transactions that violate the current legislation;
 - 9) other cases provided for by the current legislation, internal documents of the Bank.
- In these cases, the Bank shall return such orders to the Customer without execution within the operational day on the day of their receipt. The Bank shall not be liable for the consequences arising in connection with the Bank's refusal to execute such instructions.
- 5.7. The Client assumes all risk and responsibility associated with the incorrect indication of details in payment documents.
- 5.8. All payments and money transfers are subject to execution by the Bank, taking into account the time required for the execution of the banking transaction and in the order determined by the Client, unless otherwise provided by the current legislation and internal documents of the Bank, including the legislation of the Republic of Kazakhstan on currency regulation.
- 5.9. Execution of a payment document, with the exception of a collection order, a payment request for the collection of overdue debt on a loan and in cases of execution of a payment document within an indefinite period, is performed by the Bank on the day of its initiation by the Client.
- 1) Collection orders shall be executed no later than 3 (three) business days following the date of their presentation, except for the execution of a collection order within an indefinite period, as well as cases provided for by the tax legislation of the Republic of Kazakhstan;
 - 2) A payment request submitted for the collection of overdue debt on a loan shall be executed no later than 3 (three) business days following the day of its submission;
 - 3) A collection order of the tax authorities for the collection of tax debts and bailiffs under enforcement documents, as well as a payment request submitted for the collection of overdue loan debts, in case of insufficient funds on the Customer's Account/Payment Card Account, shall be executed as soon as the money is received no later than 1 (one) business day following the day of its receipt on such Account/Payment Card Account;
 - 4) The Client's instruction shall be deemed to have been executed only after the Bank has debited the Client's Account. The Bank's mark (stamp) on the Client's payment document confirms only the receipt of the payment document by the Bank, but is not a confirmation of the execution of the instruction.
- 5.10. The Bank's obligations to the Client to transfer money are considered to be fulfilled from the moment the Bank fulfills the Client's instruction in accordance with the Current legislation. The Bank shall not be liable to the Client for non-execution or improper execution of instructions by the beneficiary's bank and correspondent banks participating in the money transfer.

- 5.11. The Bank shall make payments and money transfers in accordance with the Client's instructions within the limits of the balance of free money on the account, except for the cases provided for in paragraph 40.11 of Article 40 of these General Terms and Conditions and paragraph 5 of Article 13 of the General Terms and Conditions of Transactions. If there is not enough money on the account, the Bank has the right to return the payment documents to the Client without execution. Partial execution of the Client's payment documents is not carried out.
- 5.12. The Client accepts and agrees that all and any instructions of the Client, including the payment of taxes and other obligatory payments to the budget, are accepted only during the operational day, unless another period is specified in the Bank's Tariffs. Instructions made by the Customer after the operational day shall be accepted by the Bank on the next operational day. The customer assumes all risk and responsibility associated with the provision of instructions to the Bank, including the payment of taxes and other mandatory payments to the budget at the end of the operational day.
- 5.13. The Client's withdrawal of the instruction and the suspension of the execution of the instruction are carried out in the manner and within the time limits established by the Current legislation.
- 5.14. The Bank credits the amounts transferred in favor of the Client to the account within the time limits established by the current legislation, except for the cases provided for in paragraph 40.11 of Article 40 of these General Terms and Conditions and paragraph 5 of Article 13 of the Rules on the General Conditions of Transactions.
- 5.15. In case the Customer establishes the fact of erroneous crediting of money to his/her Account/Payment Card Account or the fact of erroneous execution of his/her instructions by the Bank, the Customer is obliged to immediately notify the Bank thereof.
- 5.16. In case the Bank detects errors in the transactions on the Account/Payment Card Account, in the confirmation, Account Statement/Payment Card Account and/or other information provided by the Bank to the Customer, the Bank shall immediately notify the Customer thereof and correct the incorrectly performed actions as soon as possible. At the same time, the Bank has the right to adjust settlements by crediting or debiting the Account/Payment Card Account without the prior consent of the Customer.
- 5.17. Electronic submission of instructions on payments and transfers of Money, as well as orders on their revocation, shall be made on the basis and in the manner provided for by the relevant conditions and the Application for Opening an Account regulating the relations between the Bank and the Client in servicing the Customer through the RBS System. This Application for Opening an Account and the General Terms and Conditions regulate the issues of processing by the Bank of payment documents received through the RBS System service to the extent not regulated in the above terms and conditions and in the Application for Opening an Account.
- 5.18. The Customer hereby acknowledges and agrees that it complies with the requirements of the Applicable Legislation, including the legislation on combating money laundering and terrorist financing, Foreign Legislation, these General Terms and Conditions and supports the Bank in actively working to prevent the Bank from being involved in criminal activities and money laundering schemes, including, without limitation, In this regard, the Bank, at its own discretion, establishes certain requirements for the Bank's Customers, the establishment of business relations with them and for transactions/payments/money transfers made by the Bank's Customers, which may be changed from time to time in accordance with the requirements Current legislation and internal documents of the Bank.
- 5.19. The Client hereby accepts and agrees that the Bank has the right to refuse to accept the Client's payment document that does not meet the requirements specified in clause 5.17 of these General Terms and/or to require the provision of any additional information necessary for the analysis of the said payment/transfer. In case of failure to provide such information within the time specified by the Bank, the Bank has the right to return the money received in favor of the Client or refuse to accept the payment document.
- 5.20. The Client hereby accepts and agrees that the Bank has the right to suspend/refuse to execute the Client's payment/transfer, to accept and service a foreign exchange agreement, to provide the Bank's product/service on any of the grounds specified in paragraph 40.11 of Article 40 of these General Terms and Conditions and paragraph 5 of Article 13 of the Rules on General Conditions of Transactions.
- 5.21. The Client hereby accepts and agrees that the Bank shall not/will not be liable for the damage caused to the Client in the event of suspension/refusal to execute the Client's payment/transfer on the grounds of Clause 40.11 of Article 40 of these General Terms and Conditions and Clause 5 of Article 13 of the General Terms and Conditions of Operations, as well as due to the suspension/refusal to execute the Client's payment/transfer by the correspondent bank.
- 5.22. The Bank may withhold a 30% tax on the amount received in favor of the beneficiary – the Bank's Client in respect of certain types of income received from sources of payment in the United States. This withholding of tax with subsequent payment to the details of the US Internal Revenue Service is made if the Client fails to provide the Bank with supporting documents/information about his status as

a US person, as well as provides the Bank with inaccurate information about the status of a US person:

- 1) An individual who has one or more of the following: U.S. citizenship, U.S. residency, U.S. place of birth, U.S. permanent residency.
- 2) A legal entity that has one or more of the following characteristics: place of registration in the United States, a shareholder who is a U.S. Person with a share of more than 10% or, if it is an investment company, more than 0%, a beneficial owner - a U.S. Person.

5.23. In accordance with the requirements of FATCA, the Bank has the right to provide information about US persons, transfer their personal data to the US Internal Revenue Service.

5.24. If the Client refuses to give the Bank consent to provide the necessary information to the US Internal Revenue Service, the Bank has the right to close the account or not to establish a business relationship.

5.25. The Client provides the Bank with consent to disclose information on payments/money transfers/payment documents to the Authorized Body, the Correspondent Bank at its request, the US Internal Revenue Service, law enforcement agencies and other state bodies and institutions in cases established by the Current legislation.

5.26. The Bank shall not be liable to the Customer if transactions on the Customer's Account are delayed through the fault of "National Payment Corporation of the National Bank of the Republic of Kazakhstan" JSC, authorized bodies and correspondent banks participating in the settlement transaction.

ARTICLE 6. CASH SERVICE.

6.1. The Bank conducts cash transactions in national and foreign currencies available in the Bank. Cash transactions are carried out by the Bank during business hours in accordance with the procedure established by the Current legislation and internal documents of the Bank, except for transactions related to the use of ATMs.

6.2. The Bank deposits to the Client's account the amount of money actually received after their sheet-by-page recalculation. In case the Customer deposits cash into the account in a large amount (the large amount is determined by the Bank independently), the Customer agrees that the Bank has the right to demand documents confirming the origin of the deposited/withdrawn money.

6.3. Cash withdrawal shall be made within the account balance minus the Bank's commission provided for by the Bank's Tariffs, upon application for cash withdrawal, having notified the Bank in any available way, at least 3 (three) calendar days in advance for cash withdrawals from the Client, except for the cases provided for in paragraph 40.11 of Article 40 of these General Terms and Conditions and paragraph 5 of Article 13 of the Rules on General Conditions of Transactions.

6.4. When carrying out exchange operations, the Parties shall apply the current exchange rate approved by the Bank on the day of conversion operations;

6.5. Cash services in foreign currency are carried out in accordance with the requirements of the legislation of the Republic of Kazakhstan on currency regulation.

6.6. If, when disbursing cash in foreign currency, the Bank does not have the appropriate denomination of money in foreign currency, the Bank has the right to issue the balance of the amount in tenge at the exchange rate established by the Bank on the date of such disbursement, as agreed with the Client.

6.7. Cash withdrawal from the accounts of individuals engaged in entrepreneurial activities without the formation of a legal entity shall be carried out on the basis of checks and cash disbursement orders, except for the cases provided for in paragraph 40.11 of Article 40 of these General Conditions and paragraph 5 of Article 13 of the Rules on the General Conditions of Transactions. Cheque books are issued by the Bank to the Client on the basis of the Client's Application in accordance with the requirements of the current legislation and internal documents of the Bank;

6.8. The Bank carries out cash transactions for the acceptance and disbursement of cash after taking due diligence measures provided for by the AML/CFT Law, Foreign Legislation and internal documents of the Bank.

6.9. The Bank shall immediately notify the Bank of lost or stolen cheques, cheque books, changes in the composition of persons authorised to sign cheques immediately in accordance with the procedure provided for in these General Conditions;

6.10. Upon closing the account, the Client is obliged to return to the Bank the checkbooks with the remaining unused check forms and the damaged check forms, indicating in the application for closing the account the numbers of the unused and damaged check forms.

ARTICLE 7. FOREIGN EXCHANGE TRANSACTIONS

7.1. The procedure for carrying out currency transactions is established by the legislation on currency regulation and currency control, regulatory legal acts of the National Bank of the Republic of Kazakhstan, taking into account compliance with the requirements of the AML/CFT Law, Foreign Legislation.

7.2. The Bank carries out the procedure of control of currency transactions carried out by the Clients, the

procedure of export-import currency control, as well as the conditions for residents to obtain the registration numbers of currency contracts for export and import (including the threshold value in relation to the amount of the contract, exceeding which it is required to obtain a registration number for the currency contract) on the basis of the currency legislation of the Republic of Kazakhstan On Currency Regulation and Currency Control, as well as regulatory legal acts of the National Bank of the Republic of Kazakhstan.

ARTICLE 8. FOREIGN CURRENCY CONVERSION

- 8.1. Conversion is carried out within the balance of money on the Client's current account and on the basis of the Client's application prepared in the form of the Bank;
- 8.2. The Bank carries out conversion operations in accordance with the current legislation in the following manner:
 - 1) Kazakhstani tenge – foreign currency;
 - 2) foreign currency – Kazakhstani tenge;
 - 3) foreign currency – foreign currency;
- 8.3. When converting under one of the above schemes, the current exchange rate set by the Bank on the day of the transaction is applied, unless otherwise agreed between the Parties.
- 8.4. For card transactions:
 - 1) when performing a Card Transaction (in a currency other than the currency of the Payment Card Account) for cash withdrawal and/or replenishment in the Bank's network (Cash point/ATM), the Bank's exchange rate in tenge shall be applied;
 - 2) when performing a Card Transaction (in a currency other than the currency of the Payment Card Account) when paying for goods and/or services (in the Title Certificate) within the Republic of Kazakhstan, the Bank's exchange rate is applied;
 - 3) when carrying out a Card Transaction for cash withdrawal (in a payment system/ATM) and/or when paying for goods and/or services (in a Title Certificate) outside the Republic of Kazakhstan (in a foreign currency other than US dollars and euros made through an IPS), the amount of the Card Transaction shall be converted into US dollars at the exchange rate set by the IPS on the day of processing of the IPS Card Transaction for subsequent settlements with the Bank;
 - 4) when making payments and (or) money transfers through remote service channels received from other banks and/or from any third parties outside the Bank, the amount of the Card Transaction shall be credited by the Bank to the Payment Card Account in tenge at the Bank's exchange rate less commissions and costs associated with the receipt of such payments and/or money transfers (if they are subject to collection in accordance with the Tariffs), within the time limits established by the current legislation.
 - 5) in other cases, the exchange rate of the relevant IPS (outside the Republic of Kazakhstan) and/or the Bank is applied.

ARTICLE 9. PAYMENT BY THE CLIENT FOR THE SERVICES PROVIDED BY THE BANK

- 9.1. For opening, maintaining, closing an account, conducting transactions, as well as other services provided by the Bank in accordance with these General Conditions, the Client shall pay a commission fee to the Bank in accordance with the Bank's current Tariffs.
- 9.2. Settlements between the Bank and the Customer shall be made by the Bank by indisputable debiting of the amount of the commission fee from the Customer's Account/Payment Card Account or by depositing cash in the amount of the Bank's commission fee by the Customer to the Bank's cash desk.
- 9.3. In case of insufficiency of the amount of money on the Account/Payment Card Account in the currency from which these fees are to be debited, the Bank has the right to convert the required equivalent of the amount of fees from the Accounts/Payment Card Accounts in another currency and cover the amount of the fees. Conversion is made at the current exchange rate set by the Bank on the day of debiting.
- 9.4. In the event that the amount on the Account/Payment Card Account is insufficient to pay for the Bank's services, the Bank has the right, at its own discretion, to collect the amount of the Customer's debt in accordance with the Applicable Legislation, including by indisputably writing off the amount of debt from any of the Customer's accounts opened with any banks, with the exception of benefits and social payments, lump-sum pension payments to improve housing conditions, which are available on special bank accounts.
- 9.5. Signing of the Application for opening an account by the Client means providing the Bank with such consent to the indisputable write-off of any amounts of the Client's debts from the Client's bank accounts opened in any of the banks of the Republic of Kazakhstan and outside it, with the exception of money held in bank accounts intended for crediting benefits, social payments paid from the state budget and (or) the State Social Insurance Fund, or pensions, paid from the state budget and (or) the Unified Accumulative Pension Fund, and (or) the Voluntary Accumulative Pension Fund, and (or)

- alimony (money intended for the maintenance of minor and disabled adult children, as well as under the agreement on the educational accumulative deposit concluded in accordance with the Law of the Republic of Kazakhstan "On the State Educational Accumulative System", intended for crediting payments and subsidies, in order to pay for rented housing in the private housing fund, lump-sum pension payments credited from the Unified Accumulative Pension Fund in order to improve housing conditions and (or) pay for medical treatment, target assets, payments of targeted savings from the Unified Accumulative Pension Fund in order to improve housing conditions and (or) pay for education.
- 9.6. The Parties have agreed that these General Terms and Conditions may be amended at the initiative of the Bank in accordance with the following procedure: 5 (five) calendar days prior to the date of the planned introduction of the amended Tariff/new Tariff, the Bank shall send the relevant Notice to the Customer thereof by posting information on the Bank's website or at the Bank's branches. In the event that the Client continues to use the Bank's services after such a Notification, this will mean that the Parties have reached an agreement to change the General Terms and Conditions in terms of changing the amounts, current Tariffs and/or introducing new Tariffs of the Bank.

ARTICLE 10. STATEMENTS/CERTIFICATES/ACCOUNT INFORMATION

- 10.1. The Bank may provide the Customer/Trustee/Authorised Person with Account Statements/Payment Card Account at the request of the Customer/Trustee/Authorised Person and at his/her choice in the following ways:
- 1) by personal delivery when an employee of the Bank visits the Bank to the Client/authorized person, while the Parties agree that the fact of issuance of the Statement does not require documentary confirmation in each case;
 - 2) through the Mobile Application in electronic form;
 - 3) by sending to the e-mail address specified by the Client in the Application.
- 10.2. The statement is submitted in a form that meets the requirements of the current legislation and internal documents of the Bank and is sufficient evidence that the transactions specified in it took place.
- 10.3. References on the Client's accounts are provided at the request of the Client, received on paper or using the Mobile Application. Hard copy certificates are issued by the Bank's employee to the Client/Authorized Person/Representative of the Client.
- 10.4. References on the Client's accounts may also be provided at the request of the Authorized Body/other Bank in hard copy in compliance with the requirements of the Current legislation regarding the provision of such certificates in the form established by the Authorized Body.
- 10.5. The Client has the right to receive information about the current balance of funds on the Account/Payment Card Account, transactions on it, send applications for the issuance of certificates, independently generate Statements for any period of time through the Mobile Application.
- 10.6. The Client has the right to receive information by phone about the status of the Account/Payment Card Account, transactions performed on it, cash balances on the Account, provided that the Client provides the following information:
- 1) Account number / Payment Card Account number;
 - 2) name/full name of the client;
 - 3) number of the identity document.
- 10.7. The Client has the right to receive information about all transactions carried out on the Account/Payment Card Account at the time of their execution by means of SMS notification.
- 10.8. The client must check all correspondence received from the Bank (statements, certificates, payment documents, confirmations, any other information) immediately after receiving it. In addition, the Customer shall verify the correctness of the Bank's execution of his/her instructions in relation to his/her Account/Payment Card Account. If the Client discovers any inaccuracies and/or incomplete execution, he must immediately notify the Bank.
- 10.9. Statements duly executed by the Bank have evidentiary value that the Client is aware of such errors and if the Client has not reported them, he cannot claim that he is not aware of them.
- 10.10. The Customer assumes responsibility and all possible risks associated with the refusal to receive statements and other information on the Account/Payment Card Account, as well as related to the inaccurate indication of their details/untimely notification of the Bank about changes in their details.
- 10.11. The Customer agrees that the receipt by the Customer of information about the Account/Payment Card Account and transactions thereon through the Mobile Application will be lawful and legally equivalent to the receipt of the relevant documents in hard copy, certified by the signatures of the Bank's authorized persons and the imprint of his seal.

ARTICLE 11. NOTIFICATIONS. USE OF OPERATIONAL COMMUNICATION EQUIPMENT

- 11.1. All messages, notifications, documents, correspondence and other information (hereinafter collectively referred to as the Notifications) provided for in these General Terms and Conditions and signed in the

Application and related to him/him/account/Client, shall be sent by the Bank to the Client in one of the following ways:

- 1) are handed over by the Bank's employee personally to the Customer or through a courier or other service against receipt of receipt;
 - 2) sent by e-mail or courier or other service with or without acknowledgment of receipt;
 - 3) by e-mail with confirmation of receipt, generated automatically using the appropriate software and hardware;
 - 4) are communicated to the Client by posting information in the media or offices of the Bank or by publication on the official website of the Bank on the Internet;
 - 5) by entering additional information in the Payment Card Account/Account Statement;
 - 6) are communicated to the Client orally by phone using general city or cellular communication with or without a telephone message, as well as with or without a recording of the conversation;
 - 7) are sent by SMS messages, Push notifications through the Mobile Application.
- 11.2. The Bank shall be notified by the Client by sending to the Bank written applications/requests/notices to the Bank's address specified in the Application, or by sending a message to the e-mail addresses specified on the Bank's official website, or in person when visiting the Bank.
- 11.3. If the Parties change their postal address, telephone/fax number, e-mail address, they must notify each other in advance, but no later than 2 (two) calendar days from the date of such change.
- 11.4. In case of the Client's absence/failure to provide information about changes in his/her contact details, all Notifications shall be sent to the mailing/e-mail address or mobile phone number specified in the Bank's database, and shall be considered up-to-date and duly sent/delivered and received by the Client, regardless of whether the Client is at this postal address, whether he/she uses a mobile phone number/e-mail address or not. The Bank shall not be liable for any losses that the Client may incur in connection with sending notifications using operational communication means, including, but not limited to, the Client's losses resulting from the non-receipt/untimely receipt of Notifications by the Client, as well as a result of unauthorized access of third parties to the information sent, including, caused by failures in the operation of operational communication facilities, service providers, equipment used to transmit notifications or in connection with the provision of false information by the Client when opening an account and/or updating his data, untimely updating of contact details.

SECTION II PAYMENT CARDS

ARTICLE 12. KEY MESSAGES

- 12.1. In addition to the current legislation and to the extent that it does not contradict it, the IPS rules, international banking practice, policies, standards and procedures of the Bank shall apply to the relations related to the issuance and servicing of Cards.
- 12.2. In the event of a conflict between the IPS rules and the General Terms, the rules of the relevant IPS shall apply, subject to the requirements of the applicable law.
- 12.3. To the extent not regulated by the General Conditions, the rules of the relevant IPS, the requirements of the Current Legislation, Foreign Legislation, international treaties ratified by the Republic of Kazakhstan shall apply.

ARTICLE 13. CARD ISSUANCE AND EXECUTION OF CARD TRANSACTIONS

- 13.1. The Bank shall issue the Card within 10 (ten) business days from the date of submission of the relevant application by the Customer to the Bank and payment of the Card service fee to the Bank in accordance with the Tariffs, provided that the Payment Card Account is available, except for the cases provided for in Clause 40.11 of Article 40 of the General Terms and Conditions and Clause 5 of Article 13 of the Rules on General Terms and Conditions of Transactions. The Bank may extend this period to 45 (forty-five) calendar days in the following cases: if the Bank has extended the deadline for making a decision on opening or refusing to open a Payment Card Account on the grounds provided for in these General Conditions. The Bank may refuse to issue a Card to the Customer without notifying the Client thereof, in case of refusal on the grounds provided for in these General Conditions.
- 13.2. The maximum number of Cards issued to one Cardholder may not exceed 9 (nine) Cards, except for the cases of obtaining the Bank's permission to open 10 (ten) or more payment cards for a particular Cardholder.
- 13.3. The Bank, on the basis of the General Terms and Conditions and the relevant application received from the Customer and the payment of the fee to the Bank for servicing the Card in accordance with the Bank's Tariffs:
- 1) opens a Payment Card Account for the Customer;
 - 2) issues the Card (including through the Card Machine), provides its service, and the Customer uses the Card in accordance with these General Terms and Conditions and the Bank's internal documents regulating the procedures/processes for issuing and servicing payment cards, including in the context of bank card products.

- 13.4. The Customer's age as of the date of issue of the Card is determined by the terms and conditions of the relevant banking product and the Bank's internal documents.
- 13.5. The Card Holder shall use the Card for the purpose of making payments for the purchase of goods, services, as well as for cash withdrawal, currency exchange and other transactions determined by the Bank and on its terms and conditions that do not contradict the Applicable Law at Service Points equipped with signs with the logos of the Payment Card Systems to inform the Cardholders about the possibility of servicing the Card at this point.
- 13.6. The Card may not be used for any illegal purposes, including, but not limited to, non-cash payments for goods and/or services prohibited by local legislation (legislation of the host country), prohibited activities that require a permit/license from authorized state bodies, which may be applied to the Cardholder, prohibited activities determined by the internal documents of the Bank.
- 13.7. Card transactions are carried out by drawing up a payment document or Card details when purchasing goods and services.
- 13.8. The procedure for transferring and presenting a payment document for its execution is determined by the rules of the Payment Card System in which the payment was made, and/or agreements concluded between the Participants of the Payment Card System.
- 13.9. Currency Card transactions are carried out in compliance with the requirements determined by the currency legislation of the Republic of Kazakhstan for currency transactions.
- 13.10. Payments using Cards in the territory of the RoK are made only in the national currency of the RoK except for cases determined by the currency legislation of the Republic of Kazakhstan.
- 13.11. The Customer shall provide the amount of money in the Payment Card Account necessary for the execution of the payment document drawn up in the course of the Card Transaction, except for transactions within the Credit Limit.
- 13.12. The authorisation amount shall be excluded from the amount of the available balance on the Customer's Payment Card Account until it is withdrawn from the Payment Card Account or until the Bank receives confirmation that the payment for the authorisation amount has not been made.
- 13.13. The Bank shall block the money on the Payment Card Account for the amount of authorization until the payment document is received from the Payment Card System for a period of up to 30 (thirty) calendar days from the date of authorization.
- 13.14. The Client shall unconditionally settle the Card Transaction if the Card has not been blocked before the Card has been executed.
- 13.15. The Bank shall partially/completely refuse to authorize the Card Transaction and/or completely refuse to execute the debit transaction in the event of seizure of the money on the Payment Card Account within the established amount of the prohibition on the use of money or in case of suspension of debit transactions on the Payment Card Account in accordance with the Applicable Legislation until the seizure of the money on the Payment Card Account is lifted, and (or) until the resumption of debit transactions on the Payment Card Account, or until the execution/revocation of decisions of state bodies and/or officials in accordance with the Current legislation.
- 13.16. For the Card Transaction, the Customer shall pay remuneration to the Bank in the amount and at the rates established by the Tariffs. The fee is charged in the currency of the current account by direct debit of the current account.
- 13.17. The client is responsible for non-compliance with the currency legislation of the Republic of Kazakhstan when carrying out card transactions. At the request of the Bank, the Cardholder shall submit supporting documents on foreign currency Card transactions within 3 (three) business days from the date of receipt of the relevant request.
- 13.18. When making calculations, the number of days in a calendar month is taken as equal to 30 (thirty) days, in a year – 360 (three hundred and sixty) days.
- 13.19. In order to perform Card Transactions, the Card Holder shall present the Card to the cashier of the Vehicle Registration Certificate or the Cash Register or perform actions with the ATM in the self-service mode.
- 13.20. The Instant Card shall be issued by the Bank on the business day of receipt of the relevant application from the Customer and payment of the fee to the Bank for the annual servicing of the Card in accordance with the Tariffs, provided that the Payment Card Account is available.
- 13.21. At the request of the Client, a Card with the Cardholder's identification data (including surname and first name) printed on the Instant Card shall be issued as an additional Card to the Instant Card.
- 13.22. A Virtual Card on a plastic carrier shall be issued to a separate Payment Card Account.
- 13.23. The Virtual Card shall be issued in electronic form only as an additional to the main Card and on the basis of a relevant application previously submitted by the Customer to the Bank, provided that the Payment Card Account is available.
- 13.24. The Virtual Card is issued electronically by the Client independently through the channels of this service.
- 13.25. The Digital Card shall be issued remotely using the means of Biometric Identification when

establishing a business relationship with the Client, as well as when providing Electronic Banking Services to the Client.

13.26. The Investment Card is issued on a physical medium/remotely to a separate Payment Card Account with this account linked to the balance of the Brokerage Account. The issuance of an additional card to the Investment Card is provided for by the terms of the banking product and the Tariffs.

13.27. The Investment Card is issued remotely by the Client independently through remote service channels/RBS System.

13.28. In case of an expense Card Transaction with the Investment Card, the money is automatically debited from the Brokerage Account through the Client's Payment Card Account on the basis of a standing order of the money sender.

13.29. In case of a credit card transaction (replenishment), money through the Customer's Payment Card Account is automatically transferred to the Brokerage Account on the basis of a standing order of the money sender.

13.30. In case of absence/withdrawal of a standing order of the money sender and/or closure of the Brokerage Account, the Payment Card Account shall be automatically blocked and subsequently closed. The Payment Card Account shall be closed in accordance with the internal document regulating the rules for opening, maintaining and closing accounts of individuals, and these General Terms and Conditions.

13.31. In case of seizure of money within the established amount of prohibition of use of money on the Payment Card Account, and (or) in case of suspension of debit transactions on the Payment Card Account in accordance with the Applicable Legislation, the Bank cannot execute the permanent order of the money sender.

Authorisation of Card Transactions and/or debit transactions on the Payment Card Account will not be available to the Customer until the seizure of the money on the Payment Card Account is lifted and/or until the debit transactions on the Payment Card Account are resumed.

13.32. Multi-currency Card/Investment Card (with multi-currency functionality) is issued simultaneously in four currencies – KZT, USD, EUR, RUB.

It is planned to issue an additional Multi-Currency Card linked to the Account of a payment card with the main currency of the contract.

13.33. A Multi-currency Card/Investment Card (with multi-currency functionality) linked to four Payment Card Accounts in different currencies at the same time, provided that the required amount is available on the Payment Card Account in the relevant currency of the Card Transaction, shall be instantly debited in the currency of the Card Transaction without conversion.

13.34. If there is not enough money on the Multi-Currency Card/Investment Card (with multi-currency functionality) to debit the amount in the currency of the Card Transaction, the missing amount shall be covered from the Payment Card Account in another currency with simultaneous conversion into the currency of the Card Transaction at the exchange rate set by the Bank on the date of receipt of the financial document. At the same time, the priority of debiting in the currency of accounts is set as follows:

KZT → USD → EUR → RUB;

USD → KZT → EUR → RUB;

EUR → KZT → USD → RUB;

RUB → KZT → USD → EUR.

In case of refund of the amount of the Card Transaction made with the Multi-Currency Card/Investment Card (with multi-currency functionality), the missing amount debited in another currency shall be credited to the Payment Card Account from which the missing amount was debited, with simultaneous conversion into the currency of the Payment Card Account at the exchange rate set by the Bank on the date of repayment.

If the currency of the Card Transaction does not match any of the currencies of the Multi-Currency Card/Investment Card (with multi-currency functionality), the amount of the Card Transaction shall be debited from the Payment Card Account in USD.

the currency of the Card Transaction is USD → KZT → EUR → RUB.

In case of transfers between Payment Card Accounts, the conversion is carried out at the currency exchange rate set by the Bank for transactions at the time of the transfer.

Upon replenishment of the Multi-Currency Card/Investment Card (with multi-currency functionality), the money is credited to the Payment Card Account of the respective deposit currency.

In case of replenishment of the Multi-Currency Card/Investment Card (with multi-currency functionality) in a currency other than the main currency of the Payment Card Account, the money shall be credited after conversion into the main currency of the Payment Card Account at the exchange rate set by the Bank on the date of receipt of the financial document.

13.35. Debit card transactions with FreePay Card for the purpose of making payments for repayment of microcredit/installment/loan are carried out by the Bank automatically. In this case, payments are debited through the Customer's Payment Card Account on the basis of a standing order of the

- money sender.
- 13.36. The Child Card shall be issued electronically or on a plastic carrier only as an Additional Card to the main Parent's Card and on the basis of a relevant application submitted by the Parent to the Bank.
- 13.37. In case of seizure of money on the Parent's Payment Card Account, or suspension of debit transactions on such account in accordance with the Current legislation, restrictions will also apply to the Child Card.
- 13.38. The Parent sets a spending limit/amount limit for expenditure transactions through cash desks/ATMs/terminals and transfer transactions, as well as for payments on the Internet in the Mobile App at his/her discretion on the Children's Card.
- 13.39. The Deposit Card for individuals (residents/non-residents of the Republic of Kazakhstan) is issued in seven currencies: KZT (the main currency), USD, EUR, RUB, CNY, TRY, AED. Within the framework of the sub-products, it is possible to issue a Deposit Card in four currencies: KZT (base currency), USD, EUR, RUB.
- 13.40. The Card of Deposit is linked to seven bank accounts at the same time and allows to write off the amount of the Card Transaction in the currency that coincides with the currency of the Card Transaction instantly without conversion, provided that the required amount is available on the relevant account.
- 13.41. In case of insufficiency or absence of funds on the account for debiting the Card Transaction with the Deposit Card in the currency, the missing amount shall be covered from another account with simultaneous conversion of the amount in the currency of the Card Transaction at the exchange rate set by the Bank at the time of receipt of the financial document. At the same time, the priority of debiting in the currency of the accounts is set as follows (if the relevant currencies are available):
KZT USD EUR RUB CNY TRY AED;
USD KZT EUR RUB CNY TRY AED;
EUR KZT USD RUB CNY TRY AED;
RUB KZT USD EUR CNY TRY AED;
CNY KZT USD EUR RUB TRY AED;
TRY KZT USD EUR RUB CNY AED;
AED KZT USD EUR RUB CNY TRY.
- 13.42. In case of mismatch of the currency of the Card Transaction with any of the currencies of the Card accounts, the amount of the Card Transaction shall be debited from the account in USD. The transaction currency is USD KZT EUR RUB CNY TRY AED. In case of transfers between Card accounts, the conversion shall be carried out at the currency selling/buying rate set by the Bank for transactions at the time of the transfer.
- 13.43. Cash withdrawal from CNY/TRY/AED Payment Card Accounts in currency is not available at the Bank's branches/departments.
- 13.44. In case of absence/withdrawal of a permanent order of the sender of money on the Deposit Card (for replenishment of the Deposit/transfer for carrying out transactions with the Card), the Account is automatically blocked with its subsequent closure in accordance with the internal document regulating the rules for opening, maintaining and closing accounts of individuals.
- 13.45. In case of seizure of money within the established amount of prohibition of use of money on the Account with a payment card (Deposit Card), and (or) in case of suspension of debit transactions on the Payment Card (Deposit Card) Account in accordance with the Current legislation, the Bank cannot execute the permanent order of the money sender.
- 13.46. The Freedom currency is opened as an additional currency when issuing a Multi-Currency and/or Deposit Card in accordance with the terms of the banking product "Freedom Investment Currency".
- 13.47. When the Client conducts an expense transaction, the total available amount on the payment card accounts (multi-currency and deposit) is calculated taking into account the Freedom Currency.
- 13.48. The priority of debiting in the currency of payment card accounts (multi-currency and deposit) is set as follows (if the relevant currencies are available):
KZT USD EUR RUB CNY TRY AED Freedom;
USD KZT EUR RUB CNY TRY AED Freedom;
EUR KZT USD RUB CNY TRY AED Freedom;
RUB KZT USD EUR CNY TRY AED Freedom;
CNY KZT USD EUR RUB TRY AED Freedom;
TRY KZT USD EUR RUB CNY AED Freedom;
AED KZT USD EUR RUB CNY TRY Freedom;
Freedom KZT USD EUR RUB CNY TRY AED.
- 13.49. In case of mismatch of the currency of the Card Transaction with any of the currencies of the Payment Card Accounts (multi-currency and deposit), the amount of the Card Transaction shall be debited from the account in USD. At the same time, the priority of debiting in the currency of accounts is set as follows:

transaction currency: USD, KZT, EUR, RUB, CNY, TRY, AED, Freedom.

13.50. The Bank issues the issued Card:

- 1) directly to the Cardholder;
- 2) or to the Cardholder's Authorised Person acting on the basis of a notarized power of attorney issued by the Cardholder;
- 3) or to a responsible employee of the organization acting on the basis of a power of attorney of the Client, who is an employee of the organization, certified by the signature of the head and the seal of the organization;
- 4) or to the authorised person indicated by the Cardholder in the Account Opening Application, indicating the confirmation code sent by the Bank to the authorised person by phone number by SMS.
- 5) To the Parent or the Parent's Authorized Representative, acting on the basis of a notarized power of attorney issued by the Parent within the framework of the "Children's Card" banking product.

13.51. Upon receipt of the Card, the Cardholder or his/her Authorized Representative, or a responsible employee of the organisation shall sign the Bank's document evidencing the receipt of the Card. Upon receipt of the Card by an authorised person, the provision by the authorised person to the Bank of the confirmation code sent by the Bank to the authorised person via the phone number by SMS shall indicate the receipt of the Card.

13.52. For AML/CFT purposes, the issuer carries out proper identification and verification of a foreigner and stateless person in accordance with the Internal Control Rules for the purpose of combating money laundering and financing of terrorism, establishes requirements for the documents provided by them, determines the conditions for the issuance and use of payment cards.

13.53. Upon receipt of the Card by an authorised person, the Cardholder shall give his/her consent to the authorised person for the dissemination and disclosure of information regarding the Card. The Card holder is familiar with and agrees with the procedure for issuing the Card on a physical medium (plastic) by the Bank to an authorised person, namely that the Card shall be issued by the Bank after the Bank receives from the authorised person the confirmation code sent by the Bank to the authorised person by phone number by SMS.

13.54. If the Cardholder fails to appear at the Bank to receive the Card within 6 (Six) calendar months from the date of submission of the Account Opening Application, the Bank shall destroy the Card. In this case, the Bank's commission for the issuance and servicing of the Card shall not be refunded.

13.55. The Corporate Payment Card is intended for:

- payment of expenses related to the main activities of legal entities and individual entrepreneurs (individuals engaged in entrepreneurial activities without forming a legal entity) (hereinafter referred to as the Company);
- travel and entertainment expenses of the Company;
- business and overhead costs of the Company;
- transportation costs of the Company;
- transfer of the amount of microcredit issued by a microfinance organization in favor of its borrower (individual) to his Account of the Bank's payment card (within the framework of lending to the borrower by a microfinance organization).

13.56. A corporate payment card is issued using one of the following service channels:

- a) through a branch/department of the Bank;
- b) through remote service channels, including the Mobile Application.

A corporate payment card can be issued both with a link to an existing current account of a legal entity opened with the Bank and with the opening of a new current account of a legal entity.

ARTICLE 14. TECHNICAL (UNAUTHORIZED) OVERDRAFT

14.1. The Overdraft approved by the Customer/Cardholder is subject to immediate repayment by the Customer.

14.2. If the Customer/Cardholder accepts the Overdraft, the Bank shall block the Card in accordance with these General Terms and Conditions. Each case of approval of the Overdraft by the Customer/Cardholder shall be considered a material violation of the terms and conditions of the Card service and may lead to the termination of the business relationship with the Bank. The Customer/Cardholder undertakes to prevent the Overdraft by controlling the spending of money on the Payment Card Account and taking into account the amount of the Bank's commission when performing Card Transactions.

14.3. From the moment of the formation of any debt of the Client to the Bank, the money received on the Account/Payment Card Account is used to repay the total amount of the Overdraft debt as of the current date, except for alimony, benefits, social payments and lump-sum pension payments for the improvement of housing conditions, which are available on special bank accounts.

14.4. In case of insufficient funds on the Account/Payment Card Account in the currency from which the

Overdraft debt is to be debited, the Bank has the right to convert the required equivalent of the debt amount from the Account/Payment Card Account in another currency, and write off the amount of debt. Conversion is made at the Market Currency Exchange Rate.

- 14.5. In the event that the amount on the Account/Payment Card Account is insufficient to repay the debt under the Overdraft, the Bank has the right, at its own discretion, to collect the amounts of the Client's debt in accordance with the Applicable Legislation, including by indisputably debiting the amount of debt from any Accounts/Payment Card Accounts/Accounts opened with any banks, except for the money available on the Special Accounts.

ARTICLE 15. TERMS OF USE OF THE CARD

§ 1 PROCEDURE FOR ISSUING AND STORING THE CARD

- 15.1. Upon receipt of the Card, the Cardholder shall be obliged to sign in the specially provided field on the reverse side of the Card.
- 15.2. At the Customer's request, an Additional Card may be issued to the Payment Card Account in the name of any person specified by the Customer in the relevant application (provided that such person submits all the documents provided for in these General Terms and Conditions and if the issuance of the Additional Card to the said person does not contradict the Applicable Laws or internal documents of the Bank).
- 15.3. The Customer controls and bears full financial responsibility for the expenses of the Additional Cardholders made using the Additional Cards.
- 15.4. The transfer of the Card to third parties for use or as a pledge is prohibited. A card presented by an unauthorized person is subject to seizure.
- 15.5. On the reverse side of the Card (except for the Virtual Card) there is a magnetic stripe with the information encoded on it. The Card shall not be affected by any adverse factors that may damage the record on the data carrier and, as a result, lead to the impossibility of performing Card Transactions using the Card. An example of such unfavorable factors can be electromagnetic fields (being near magnetized or magnetic-containing objects), mechanical damage (scratches, dirt, overheating, direct sunlight), and more.
- 15.6. On the front side of the Card there is an integrated circuit with the information encoded on it. The integrated circuit is not affected by electromagnetic fields and atmospheric influences.
- 15.7. The Bank shall not be liable for damage caused to the Card as a result of use in ATMs and other electronic and mechanical devices.
- 15.8. The Virtual Card differs from other Cards in shape, does not have a hologram of the Payment Card System, as well as a signature panel of the Card Holder, a magnetic stripe and an integrated circuit.
- 15.9. The Card holder shall ensure that the Card is properly stored in places and in a manner that excludes the possibility of unauthorised access/use by third parties.
- 15.10. The Cardholder assumes all risks related to the use of the Card, including in connection with unauthorised access to/use by third parties of the Card and/or the information contained in the Statement and/or other information/correspondence intended for the Cardholder;
- 15.11. The Card is the property of the Bank and is issued to the Cardholder acting as the Customer's authorised representative only as a means of accessing the money in the Payment Card Account.
- 15.12. Prior to the issuance of the Card/Additional Card, the Bank shall take measures necessary to comply with the requirements of the AML/CFT legislation of the Republic of Kazakhstan in terms of due diligence and identification of the Customer/Cardholder in accordance with the AML/CFT Internal Control Rules.

§ 2 PIN CODE

- 15.13. After the Card is issued, the Bank sends the PIN code via SMS to the mobile phone number specified by the Customer/Cardholder in the Account Opening Application:
- 1) directly to the Cardholder, or
 - 2) To the Cardholder's authorised person acting on the basis of a notarized power of attorney issued by the Cardholder, or
 - 3) to the responsible employee of the organisation acting on the basis of a power of attorney of the Cardholder who is an employee of the organisation, certified by the signature of the head and the seal of the organisation, or the Cardholder receives a PIN code to the mobile phone number by SMS.
- 15.14. After issuing the Card, the Cardholder has the opportunity to assign a PIN code through the RBS/ATM System.
- 15.15. The PIN code is not known to the Bank's employees and is not subject to disclosure and/or transfer by the Cardholder to third parties. The Card holder shall ensure the secrecy of the PIN code during the entire period of use of the Card.

- 15.16. The Cardholder may, at his/her own discretion, change the current PIN code through the Bank's ATM or in the RBS System to a new four-digit PIN code, provided that this service is provided by the Bank. It is recommended that you adhere to the following rules to ensure the secrecy of the PIN code:
- 1) if the PIN code is recorded anywhere by the Cardholder, the Card and the record shall be kept separately;
 - 2) not to allow anyone to see the combination of numbers of the PIN code dialed on the keyboard of the electronic device;
 - 3) when changing the current PIN code to a new one at your own discretion, do not use combinations consisting of repeated (e.g. 7777) or consecutive (e.g. 1234) digits, as well as consisting of digits of the Cardholder's date of birth.
- 15.17. When entering the PIN code, the numbers on the display of electronic devices are displayed in the form of conventional symbols. It is important not to make mistakes when typing a PIN code. In case the wrong PIN code is entered three times in a row (with any time interval, when using the same or different electronic devices), then in case of the fourth mistake in a row, the Bank will block the Card. The Customer understands and agrees that his/her Card may be detained by the ATM or may be withdrawn by the Title Certificate or Cash Point until the reasons for entering the incorrect PIN code are clarified.
- 15.18. All transactions performed using electronic devices and confirmed by entering the PIN code are considered as made by the Cardholder.
- 15.19. In case the PIN code has been forgotten, the Cardholder has the opportunity to change the PIN code through the Mobile Application/ATM.

§ 3 USE OF THE CARD

- 15.20. In order to carry out Card Transactions, the Card Holder shall present the Card to the cashier of the Title Certificate or Cash Point, or perform actions using the ATM in the self-service mode, or perform Card Transactions in any other way using the details of the Card.
- 15.21. The Cashier has the right to request an identity document from the Cardholder. In the absence of the document, the cashier shall have the right to refuse to execute the transaction to the Cardholder.
- 15.22. The Cashier, having accepted the Card, shall send a request to the Bank using the POS terminal to authorize the Card Transaction. The cashier places the Card in the POS terminal reader, types the transaction amount on the keyboard. The Cashier may offer the Cardholder to confirm the transaction by entering the PIN code on a special keypad. The request is received by the Bank through operational communication channels. If there is sufficient money on the Payment Card Account and the correct PIN code is entered (if the PIN code was entered by the Cardholder), a receipt shall be printed out in two copies, confirming the transaction. The Cashier shall hand over one copy of the cheque to the Cardholder. In case of contactless authorization, the request for a PIN code and signature by the Cashier may be optional (depending on the settings of the POS terminal by the acquiring bank). The cardholder checks the correctness of the data indicated in the cheque. Depending on the technology adopted, the printed receipt can be certified by the signatures of the Cardholder and the cashier.
- 15.23. Entering the correct PIN code and/or signing on behalf of the Cardholder on the cheques is the Cardholder's order to withdraw Money from the Account
- 15.24. The Cashier has the right to hold the Card until the circumstances provided for in the General Terms and Conditions are clarified and in case of suspicion against the Customer or the transactions performed by the Client in accordance with the Bank's internal documents.
- 15.25. The Bank and the Customer hereby agree that the payment of invoices for Card Transactions performed by the Cardholder shall be effected by the Bank's indisputable withdrawal of the required amount from the Payment Card Account on the basis of the General Terms and Conditions and without any additional consent of the Customer, with the exception of benefits and social benefits that are available in special bank accounts.
- 15.26. The Cardholder is fully responsible for ensuring the safety of his/her Card, as well as the confidentiality of its details (full name of the Cardholder, Card number, validity period of the Card, CVV/CVC code, etc.).
- 15.27. The Bank shall transfer money from the Payment Card Account in favor of the Beneficiary on the basis of the Customer's written application for the transfer of the Beneficiary's Electronic Document/Payment Document received by the Bank within 3 (three) business days from the date of submission of the Customer's written application to the Bank or receipt by the Bank of the Beneficiary's Electronic Document/Payment Document.
- 15.28. With respect to the Card Transaction initiated by the Customer/Cardholder/Payment Card System Member, the Bank shall have the right to block money on the Payment Card Account for the amount of the Authorization (taking into account the Bank's commission fee) until the receipt of supporting documents on the Card Transaction. In this case, the amounts blocked on the Payment Card Account may be debited by the Bank, including after the Bank receives an application for blocking the Card.

15.29. The Client undertakes to unconditionally settle Card Transactions:

- 1) confirmed by the correct PIN code and/or the signature of the Cardholder;
- 2) carried out using the chip of a physical card (contact or contactless);
- 3) swiped with the token (the token is created by the Cardholder confirming a one-time OTP password sent by the Bank to the Bank's mobile phone number registered in the Bank's system);
- 4) by specifying the details of the Card and/or by dialing the correct CVV/CVC/password 3D Secure/SMS message with a password or one-time code when performing Card Transactions on the Internet.

Card transactions will be considered valid if the Bank has not received an application for blocking or cancellation of the Card before they have been made.

15.30. If there are any objections to the Card Transaction, the Customer/Cardholder shall have the right to submit a claim to the Bank within 35 (thirty-five) calendar days from the date of the Card Transaction, attaching the available documents.

15.31. If the Customer's/Cardholder's claim is justified, the Bank may, on the basis of the investigation, cancel the relevant Card Transaction within the period specified in the IPS, if such cancellation is possible.

15.32. In case of cancellation of the Card Transaction, the Bank credits the money returned by the Beneficiary to the relevant account as and in the amount of their receipt by the Bank.

15.33. The currency of the Bank's settlements with the IPS shall be US dollars and tenge. The amount of the Card Transaction made in a currency other than US dollars and tenge shall be converted into US dollars at the exchange rate set by the IPS on the day of settlements with the Bank under this Card Transaction, and shall be indisputably debited by the Bank from the Customer's Payment Card Account using the IPS conversion rate.

15.34. Money replenishment of the Account/Payment Card Account is made in accordance with the Current legislation. The Bank credits the money received by the Bank in favor of the Client to the Account/Payment Card Account with the relevant details within no more than 3 (three) business days from the date of receipt by the Bank of all necessary documents. In the event that the currency of the incoming money differs from the currency of the Account/Payment Card Account, the Bank converts the incoming money at the current currency conversion rate set by the Bank on the day of the conversion.

15.35. The statement of the Account/Payment Card Account shall be submitted in accordance with the procedure established by the Bank's internal documents. The Customer shall be provided with a Statement reflecting the Card Transactions on the Payment Card Account for all Cards issued under the General Conditions.

15.36. When performing Card Transactions in the self-service mode, the Cardholder undertakes to strictly follow the instructions of the technical means used (ATMs, bank kiosks, etc.). The Client shall be fully liable for the Cardholder's failure to comply with the terms and conditions of this clause of the General Conditions.

§ 4 CASH WITHDRAWAL

15.37. The Cardholder receives cash using the Card at the Cash Withdrawal Point of the Bank/acquiring Bank, or through an ATM.

15.38. As a rule, cash is issued with the Card in the currency of the host country. In some countries, the frequency and maximum amount of cash withdrawals on the Card may be limited by the laws of the respective country of residence.

15.39. Due to the fact that the rules of different IPS may differ, the Bank is not responsible for charging the Cash Withdrawal Point any additional remuneration (not related to the Bank's Tariffs).

15.40. Cash withdrawals from the acquiring bank's cash withdrawal are made during the Authorization.

15.41. Cash withdrawal through the ATM is carried out by the Cardholder in the self-service mode. In this case, it is recommended to count the cash received.

15.42. Upon completion of the Card Transaction and withdrawal of banknotes from the ATM, the cheque shall be printed out (if the Cardholder has chosen the option to print the cheque). Due to the confidentiality of the information contained in the receipt, it is recommended to take the printed receipt with you and never leave it near the ATM.

15.43. If the incorrect PIN code is entered, a corresponding notification will appear on the ATM display and the Card Transaction will be refused.

15.44. A transaction for a valid Card may be rejected by entering the correct PIN code by for the following reasons:

- 1) the requested amount cannot be dispensed with banknotes available in the ATM cassettes, it is necessary to request an amount that is a multiple of the minimum denomination of banknotes specified in the instructions for this ATM;

- 2) the requested amount exceeds the one-time withdrawal limit determined by the dimensions of the ATM's cash dispensing device. It is necessary to divide the requested amount into parts and repeat the operation several times;
 - 3) the requested amount exceeds the one-time withdrawal limit determined by the Bank serving the ATM. It is necessary to divide the requested amount into parts and repeat the operation several times;
 - 4) the requested amount exceeds the balance of the Payment Card Account. In this case, it is recommended to request a smaller amount, the amount of which can be specified by using the function of printing information about the balance of the Payment Card Account or via the Mobile Application;
 - 5) the requested amount exceeds the daily limit for cash withdrawal through an ATM set by the Cardholder/Bank;
 - 6) for other technical reasons.
- 15.45. When working with the ATM, it should be remembered that if the returned Card and/or banknotes are not withdrawn by the Cardholder from the dispenser within 20 (twenty) seconds, the security system will be activated and in order to safeguard the Client's cash, the Card and/or banknotes will be pulled inside the ATM and held in a special compartment. In such cases, the Card may be returned to the Card Holder by the acquiring bank, at the request of the Customer, only after clarifying the reasons for the delay of the Card and consulting with the acquiring bank, and the amount of the Card Transaction withdrawn from the Payment Card Account upon authorization (or the part of this amount not withdrawn) may be restored only after the ATM has been collected and the amount of cash not withdrawn by the Cardholder has been clarified. The Cardholder has the right to contact the Bank to assist in negotiations with the acquiring bank.
- 15.46. Cash withdrawal with the Deposit Card:
- 1) in the Bank's Internal Payment Policy (with/without the use of plastic) is carried out in the following currencies: KZT, USD, EUR, RUB, except for the following currencies: CNY/TRY/AED;
 - 2) in the Internal Payment Order of the acquiring bank/in the ATMs of the acquiring bank (using plastic):
 - on the territory of the Republic of Kazakhstan, it is carried out in KZT, as well as in other currencies in accordance with the internal decisions of the acquiring bank;
 - outside the territory of the Republic of Kazakhstan, it is carried out in the currency of the host country, as well as in other currencies in accordance with the internal decisions of the acquiring bank;
 - 3) at ATMs of the Bank/Acquiring Bank in the territory of the Republic of Kazakhstan is carried out in KZT.
- 15.47. Cash withdrawal with the Digital Card:
- 1) in the Bank's Military Products is carried out in the following currencies: KZT, USD, EUR, RUB, except for the following currencies: CNY/TRY/AED;
 - 2) in the Receiving Bank's Internal Payment Policy:
 - on/outside the territory of the Republic of Kazakhstan in accordance with the internal decisions of the acquiring bank;
 - c) at the Bank's ATMs¹ it is carried out in KZT;
 - d) at the ATMs of the acquiring bank:
 - on/outside the territory of the Republic of Kazakhstan in accordance with the internal decisions of the acquiring bank.

§ 5 PAYMENT FOR GOODS AND SERVICES IN THE TITLE CERTIFICATE

- 15.48. According to the rules of the IPS, the Title Certificate is not entitled to overstate the cost of goods or services when accepting the Card for payment. The Cardholder is obliged to notify the Bank of all cases of overpricing of goods or services.
- 15.49. Non-cash payment for goods and services of the Title Certificate using the Card is made in the automated Authorization mode;
- 15.50. Subject to the restrictions established by the Applicable Laws, the Cardholder shall have the right to return the purchase paid for with the Card or to refuse the service paid for with the Card. For this purpose, at the request of the Cardholder and with the consent of the Title Certificate, the cashier performs the "return of purchase" operation. The return of the purchase can be made before or after the receipt of the Authorization Code by the Title Certificate. In the first case, the operation is canceled directly at the Title Certificate by terminating its registration. In the second case, the Cardholder shall request a return transaction, because after receiving the authorisation code, the amount of the

¹ After technical implementation.

transaction shall be debited from the Payment Card Account. To carry out a return transaction, the cashier uses a special function of the POS terminal ("Reversal") with the printing of a special receipt, and may request the presentation of an identity document. In this case, the transaction amount will be restored to the Payment Card Account on the next business day after the Bank receives the data on the refund transaction from the relevant IPS. This circumstance shall be taken into account when calculating the amount available with the Card.

- 15.51. Internet payment is made by the Cardholder using the details of the Card (if necessary, CVV/CVC code). When requesting Cardholder Name data, it is necessary to indicate the first name, surname in Latin letters in accordance with the identity document;
- 15.52. The Bank remains not involved in disputes between the Cardholder and the Vehicle Registration Certificate, or between the Cardholders. The Bank advises the Cardholder in case of disputes regarding the transactions presented to it for payment, provided that the necessary documents are submitted.
- 15.53. Payment for goods and services with the Card (using plastic):
- 1) in the Bank's Title Certificate is carried out in KZT;
 - 2) in the acquiring bank's Title Certificate:
 - in the territory of the Republic of Kazakhstan, it is carried out in KZT, in other currencies according to the internal decisions of the acquiring bank;
 - outside the territory of the Republic of Kazakhstan, it is carried out in the currency of the host country, as well as in other currencies in accordance with the internal decisions of the acquiring bank.
- 15.54. Payment for goods and services with the Card (using its details via the Internet)/Digital Card:
- 1) The Bank's Title Certificate is carried out in KZT;
 - 2) in the acquiring bank's Title Certificate:
 - on the territory of the Republic of Kazakhstan, it is carried out in KZT, as well as in other currencies in accordance with the internal decisions of the acquiring bank;
 - outside the territory of the Republic of Kazakhstan, it is carried out in the currency of the host country, as well as in other currencies in accordance with the internal decisions of the acquiring bank.

§ 6 BLOCKING THE CARD

- 15.55. Blocking of the Card may be carried out at the initiative of the Cardholder, the Bank or third parties in accordance with the Applicable Legislation.
- 15.56. The Main Card holder has the right to block both the main and additional cards issued to his/her Payment Card Account. The holder of the additional Card has the right to block the Card issued only in his/her name.
- 15.57. In case of loss, theft, detection of unauthorized debiting from the Payment Card Account, detention at an ATM, declassification of the PIN code, refusal to use the PC, damage, termination of legal relations and termination of the Card service, etc., the Cardholder shall immediately block the Card:
- 1) independently through the Mobile Application;
 - 2) by contacting the Contact Center or the Bank's branch/branch with an oral or written notification of the blocking of the Card. At the same time, if the Cardholder refuses to block the Card in the cases specified in clause 15.57, the Cardholder shall assume responsibility for unauthorized payments made and subsequent payments from the moment of contacting the Bank. The Bank is not responsible for making such an Unauthorized Payment and does not reimburse the Client for the losses caused...
- 15.58. The Cardholder's notice of blocking shall come into force from the moment of his/her written request to the Bank's branch/department or his/her registered application by phone to the Contact Center or his/her self-blocking through the Mobile Application.
- 15.59. The notification of blocking shall contain the surname, first name and patronymic of the Cardholder and, if possible, additional information: date of birth, number and expiry date of the Card, as well as the reason for blocking. It is desirable to indicate contact details - address, mobile phone number, e-mail address. The Cardholder shall be liable for the consequences of the untimely Notification of the Bank of the loss or theft of the Card - to the full extent of the damage caused to the Bank.
- 15.60. The Cardholder hereby unconditionally agrees that the Card shall be deemed to be in his/her possession and use in the absence of a Blocking Notice duly registered by the Bank, and the Card Transactions shall be deemed to have been duly authorized by the Cardholder prior to the Bank's registration of the Blocking Notice. The Cardholder shall bear the risk and responsibility in relation to Card Transactions performed before the entry into force of the Blocking Notice.
- 15.61. An oral notification of blocking in case of blocking of the Card with its details entered in the Stop List shall be confirmed by a written application of the Cardholder submitted to the Bank within 2 (two) business days from the date of oral notification of blocking. If it is not possible to provide a written notice of blocking within the above period, the Cardholder shall notify the Bank thereof in advance, indicating the reasons for the blocking, and as soon as possible, submit to the Bank a written statement confirming the oral notification of the blocking of the Card. At the same time, the Bank notifies the

Client of the need to independently familiarize himself with the Bank's Tariffs posted on the official website of the Bank www.freedombank.kz.

- 15.62. The Bank shall have the right to record and record the Cardholder's telephone calls to the Bank, including to avoid any disputes. At the same time, the Cardholder also agrees that the recording of the telephone request made by the Bank will be sufficient evidence of the content of the oral notice of blocking received from the Cardholder until it is confirmed by a written notification in accordance with clause 15.61. of this Article of the General Conditions.
- 15.63. The Customer unconditionally agrees that Card Transactions made before the Bank's registration of the blocking notice shall be deemed to have been duly authorised by the Cardholder.
- 15.64. In case of blocking a lost/stolen Card without entering the details of the Card in the stop list, there is a risk of unauthorized use of the lost/stolen Card in any device of the acquiring bank serving the Cards in any region of the world, except for the Bank's devices. In case of blocking a lost/stolen Card with the details entered into the Stop List, which is valid for acquiring banks' devices only in a certain region of the world, there is a risk of unauthorized use of the lost/stolen Card in any device of the acquiring bank in any other region of the world, except for the devices of the Bank and acquiring banks in the region of the world in which this Stop List is valid. The Bank shall not be liable for the consequences of unauthorised use of the lost/stolen Card due to the blocking of the lost/stolen Card in the Stop List at the instruction of the Card Holder, or the inclusion of the Card details in the Stop List, which is valid only for the devices of acquiring banks in a certain region of the world, the possible discrepancy between the Blocking Notice and the expression of its will, as well as the consequences of blocking the Card by the Bank. The Bank shall not be liable for the consequences of blocking a Card made on the basis of a Blocking Notice on behalf of the Cardholder sent by phone/fax in accordance with the requirements set out in the General Conditions.
- 15.65. After blocking the Card, on the basis of the written application of the Cardholder, the Bank shall issue a new Card with a new number and PIN code.
- 15.66. The Bank reserves the right to file claims against the Cardholder in case of non-compliance with the requirements for the storage and use of the Card, as well as in case of non-compliance with the secrecy of the PIN code (including after blocking the Card), as well as in case of detection of deliberate illegal actions of the Cardholder.
- 15.67. Upon detection of the previously declared lost Card, the Cardholder shall immediately inform the Bank thereof and return the Card to the Bank. In case of non-return of the found Card as provided for in this paragraph, the Cardholder assumes all risks that entail such non-return of the Card to the Bank, as well as undertakes to reimburse the Bank for any additional costs that the Bank may incur in connection with the withdrawal of the Card.
- 15.68. If the Bank has reason to believe that there is a risk of unauthorised fraudulent transactions being carried out with the Customer's Card, the Bank shall have the right to block the Card without prior notice and subsequently notify the Customer.
- 15.69. Upon receipt of a written notice from the Customer's employer indicating the resigned/resigning Cardholder, the Bank shall block the Payment Card Account/Customer Card until the Customer makes a decision on further relations between the Bank and the Customer, including the transfer to standard terms of service or closure of such account/Card.
This clause applies to Cards issued within the framework of projects related to the payment of wages.
- 15.70. The Bank shall have the right to block the Card in the following cases:
- 1) in case of seizure of money placed on the Payment Card Account on the grounds provided for by the Current legislation;
 - 2) in case of suspension of debit transactions on the Payment Card Account on the grounds provided for by the Current legislation;
 - 3) upon receipt of a notification from the Customer of the loss, theft and/or unauthorised use of the Card;
 - 4) in case of non-performance and/or improper performance of the General Conditions by the Client;
 - 5) upon receipt of information from the IPS about data compromise or suspicious activity on the Card;
 - 6) if there is a suspicion of unauthorized use of the Card, if the Bank reveals such a fact, until the circumstances are clarified, including if there is a suspicion of erroneous crediting of money to the Payment Card Account;
 - 7) upon receipt of information from the Customer and/or other third parties about unauthorized Card Transactions;
 - 8) in other cases, provided for by these General Terms and/or Applicable Law.

§ 7 SEIZURE OF A CARD

- 15.71. Detention/seizure of the Title Certificate is possible in the following cases:

- 1) The Card is blocked, even after the expiry of the Card;
 - 2) in response to the authorisation request, an instruction has been received to withdraw the Card;
 - 3) the bearer of the Card is not the Card Holder;
 - 4) obvious signs of Card forgery are revealed;
 - 5) The Card holder has forgotten the Card in the Title Certificate after the Card Transaction.
- 15.72. Detention/seizure of the Card by an ATM is possible in the following cases:
- 1) the Cardholder's failure to comply with the terms of use of the card;
 - 2) failure in the ATM software;
 - 3) if the Card is blocked with the status " withdrawal" and transactions with it are prohibited.
- 15.73. Detention/seizure of the Card is carried out by the ATM/cashier of the Title Certificate. In case of detention/withdrawal of the Card (except for cases of its detention by an ATM), a corresponding act shall be drawn up.
- 15.74. The reason for the detention/withdrawal of the Card shall be determined by the Bank no later than the next business day following the day of the Cardholder's application to the Bank/acquiring bank, orally (by phone) or in writing;
- 15.75. A delayed/withdrawn Card shall be returned directly to the Cardholder after the relevant decision has been made by the Bank/acquiring bank (including in case of delivery of the delayed/withdrawn Card to the Bank), upon the written application of the Cardholder.
- 15.76. The Card shall be unblocked on the basis of a written application submitted by the Cardholder to the Bank.
- 15.77. Unblocking of the Card (primary and additional) blocked earlier at the initiative of the Cardholder shall be carried out on the basis of a written application of the Cardholder or independently by the Cardholder in the Mobile Application in cases where further use of the PC is safe for the Cardholder. At the same time, it is not allowed to unblock a Card that has been previously blocked due to loss/theft/compromise/fraud.
- 15.78. The Card shall be unblocked at the initiative of the Cardholder if the Card has been found/the Card has been returned to the Client/the Card has been withdrawn from the ATM/suspicion of fraudulent use of the Card or its data has not been confirmed/the circumstances of blocking have been clarified.
- 15.79. Unblocking of a Card that has been blocked at the initiative of third parties shall be carried out in accordance with the Applicable Legislation.
- 15.80. Unblocking of a Payment Card Card/Account that has been blocked at the initiative of the Bank shall be carried out by the Bank if upon receipt of a response on the encumbrance of justice and state revenue authorities/upon repayment of debt to the Bank in cases provided for by the terms of the Card/suspicion of any illegal actions has not been confirmed.
- 15.81. It is not allowed to unblock the Card, the details of which are included in the Stop List.

§ 8 VALIDITY OF THE CARD, SUSPENSION AND TERMINATION OF THE USE OF THE CARD

- 15.82. The Card shall indicate the expiration date (month and year). The card is valid until the end of the last day of the month indicated on it.
- 15.83. In case of refusal to use the Card, the Card Holder is obliged to submit a written application to the Bank and return the Card.
- 15.84. The Bank shall have the right to withdraw or block the Card and/or refuse to replace the Card at any time on the basis of these General Terms and Conditions, as well as at its own discretion, without any compensation for the Cardholder's possible expenses, with subsequent notification of the Cardholder via the Mobile Application or in any other way provided for by these General Terms and Conditions within 10 (ten) business days from the date of the actual blocking procedure.
- 15.85. The Cardholder shall return the Card upon the written request of the Bank within the period specified in such notice.
- 15.86. In case of non-return/untimely return of the Card by its Holder, the Customer shall assume all risks entailed by such non-return/late return of the Card to the Bank, as well as reimburse the Bank for any additional costs that the Bank may incur in connection with the withdrawal of the Card.

§ 9 REISSUE OF THE CARD

- 15.87. The Card shall be reissued (replaced) to replace the lost one on the basis of a written application submitted to the Bank by the Cardholder;
- 15.88. The card is subject to reissue in the following cases:
- 1) the Card has expired;
 - 2) the PIN code is declassified or lost;
 - 3) The Card is damaged, and the use of the Card has become impossible (due to changes in the

technical parameters of the chip on the Card, etc.);

- 4) The card is lost/stolen;
- 5) in other cases, at the request of the Cardholder;
- 6) at the initiative of the Bank:
 - in case of discrepancy between the data on the Card and the data specified in the relevant application for the issue of the Card;
 - in case of loss/theft when the Card is delivered by courier to the address;
 - in case of technical malfunction of the PC;
 - at the discretion of the Bank, if there is reason to believe that there is a risk of unauthorised fraudulent transactions being carried out with the Customer's Card / when using the Card in countries with a high risk of fraud.

15.89. The Card to be reissued must be returned to the Bank (except for lost/stolen Cards);

15.90. The Bank shall charge the Customer for the issuance of a new Card in accordance with the Bank's Tariffs. In this case, the Bank shall reissue the Card free of charge in the following cases:

- 1) expiry of the validity of the Card;
- 2) the surname and/or first name of the Cardholder indicated on the Card do not correspond to the data specified by the Cardholder in the relevant application for the issuance of the Card;
- 3) within 5 (five) business days from the date of issue of the Card to the Card Holder, if the ATM and/or POS terminal does not read the information from the magnetic stripe of the Card during the first Card transaction;
- 4) re-issue of the Card at the discretion of the Bank, when the use of the Card has become impossible (due to changes in the technical parameters of the chip on the Card, etc.).

15.91. In case of non-appearance of the Customer (represented by the Cardholder or other authorised representative of the Client) at the Bank to receive the Card within 6 (six) calendar months from the date of reissue of the Card, the Bank shall have the right to cancel the Card. In this case, the Bank's commission for re-issue and servicing of the Card shall not be refunded.

15.92. A virtual card with a new CVV/CVC code is reissued in the following cases:

- 1) declassified CVV/CVC code;
- 2) The cardholder has forgotten the CVV/CVC code;

15.93. Upon expiry of the validity period, the Instant Card shall be reissued to the card with the cardholder's identification data (surname and first name) printed on it.

15.94. The reissued Card shall be blocked in accordance with the General Conditions.

§ 10 SMS/PUSH NOTIFICATION

15.95. As part of the provision of the SMS-informing/Push notification service by the Bank, the Cardholder is sent messages/notifications on:

- 1) cash withdrawals through ATMs;
- 2) payment transactions for goods/services;
- 3) transfers, including transfers of the amount of microcredit issued by a microfinance organization in favor of the borrower (individual) to his Account of the Bank's payment card;
- 4) transactions for crediting money to the Payment Card Account;
- 5) debiting money from the Payment Card Account.

15.96. For the SMS notification service, the Cardholder shall submit to the Bank an application of the standard form indicating the mobile phone number to which the SMS message will be sent or provide the Bank with verbal consent by phone to connect to the SMS notification service in case of an incoming/outgoing call to the Client. In case of a change in the mobile phone number, the Cardholder must immediately notify the Bank thereof in writing.

15.97. In order to subscribe to the SMS-informing service of the additional Card, the Main Cardholder/Holder of the additional Card shall submit to the Bank an application of the standard form, indicating the mobile phone number to which SMS messages will be sent, or shall provide the Bank with verbal consent by phone to connect to the SMS-informing service in case of an incoming/outgoing call to the Client. The consent of the main Cardholder to establish the SMS-informing service for the additional Card holder is mandatory.

15.98. In the text message on expense transactions, the details of the transactions performed are indicated:

- 1) date and time of the operation;
- 2) the amount and currency of the transaction;
- 3) the address of the transaction;
- 4) the first four and last four digits of the Card number;
- 5) available balance on the Card.

15.99. The text message on receipt transactions indicates the details of the transactions performed:

- 1) the amount and currency of the transaction;
 - 2) the first four and last four characters of the Payment Card Account;
 - 3) date and time of the operation;
 - 4) contact phone number of the Bank.
- 15.100. The Cardholder must immediately contact the Bank to block the SMS notification service in case of loss/theft of the mobile phone. The Bank is not responsible for possible disclosure of information constituting bank secrecy to third parties, fraud and other actions in cases of loss/theft of a mobile phone before the service is blocked.
- 15.101. The Cardholder assumes responsibility and all possible risks related to the refusal to receive the SMS-informing service, as well as related to the inaccurate indication of his/her details/untimely notification of the Bank about the change of his/her details/disconnection of the mobile phone.
- 15.102. The Bank shall not be liable for any losses that the Client/Cardholder may incur in connection with the sending of SMS/message/Push notification using the means of prompt communication (including the Mobile Application), including, but not limited to, the losses of the Client/Cardholder resulting from the non-receipt/untimely receipt of the SMS/Push notification by the Client/Cardholder, as well as a result of unauthorized access of third parties to the sent information caused by failures in the operation of operational communication facilities (Mobile Application), service providers, equipment used to transmit notifications.
- 15.103. The Bank charges a monthly fee for the use of the SMS-informing service in accordance with the Tariffs established by the Bank by indisputably withdrawing money from the Customer's Payment Card Account.

§ 11 CASHBACK

- 15.104. In the cases and in the manner established by the Bank's internal documents, the Client is provided with the Cashback Service, according to which the Bank pays the Customer a certain amount for non-cash Card Transactions performed by the Client, including via the Internet.
- 15.105. During the entire period of validity of the General Conditions, the Bank has the right <http://y> to credit Cashback on the day of processing of the financial application and/or at the beginning of the next month following the reporting month in the form of interest/fixed amount of the total amount on the Customer's/Cardholder's Payment Card Account for the Card Payments made in accordance with the amounts established by the Bank or on the Bank's website at the address of the www.freedombank.kz transactions for payment for goods/services in the Title Certificate and on the Internet carried out by the Client/Cardholder.
- 15.106. In case of full or partial cancellation/return of the Card Transaction (return of the goods purchased with the Card or refusal of the service paid for with the Card), in the course of which the Bank has accrued Cashback, in other cases, at the discretion of the Bank and not contrary to the Applicable Legislation, the Bank shall have the right to cancel/return the amount of Cashback.
- 15.107. Cashback is not provided in case of the following transactions:
- 1) in casinos and sweepstakes;
 - 2) purchase of lottery tickets, bonds;
 - 3) transfer transactions to the Account/Payment Card Account and to the account of the acquiring bank;
 - 4) replenishment of electronic wallets;
 - 5) payment for services through ATMs/cash withdrawal points in the Bank / Acquiring Bank's Cash Withdrawal Points;
 - 6) transfers/payments to/through the Mobile Application;
 - 7) services of Telecom Operators (mobile communications, Internet, television, etc.);
 - 8) utility bills;
 - 9) payments against collateral, bonds;
 - 10) tax payments, payments to the budget, fines;
 - 11) cash withdrawals;
 - 12) money transfers and crediting of money;
 - 13) transactions for which the return of goods/services was made;
 - 14) in other cases provided for by the General Terms and Conditions, Cashback Terms and Conditions for Bank Cards, Rules of the Loyalty Program for Cashback for Individuals and/or Applicable Law.
- 15.108. During the entire period of validity of the Cashback Service, the Bank has the right to unilaterally establish/increase/decrease the amount of Cashback, and the Bank has the right to cancel the provision of Cashback at its own discretion.

ARTICLE 16. CARD FRAUD

- 16.1. For the purpose of preventing fraud with Card Transactions, the Bank has the right to reject/limit/block any Card Transactions/Cards for an unlimited period of time.
- 16.2. The Bank shall have the right to request from the Cardholder confirmation and/or information/documents on Card Transactions which, in the opinion of the Bank, are suspicious and/or fraudulent.
- 16.3. In the event of a dispute regarding Card Transactions, the Cardholder undertakes to provide all the information/documents necessary to resolve such situation.
- 16.4. If the information/documents provided by the Cardholder are incomplete and/or submitted late, the Bank shall have the right to close the dispute without further investigation, and the Cardholder shall undertake not to dispute it in the future.
- 16.5. The Cardholder may submit an application for consideration of a dispute situation no later than 35 (thirty-five) calendar days from the date of the Card Transaction, otherwise the Card Transaction shall be deemed to have been confirmed and subsequent claims may be rejected by the Bank without reimbursement of the losses incurred to the Cardholder. Until the settlement of the claim received by the Bank, the money previously debited from the Account is not restored, the period for consideration of applications is determined by the rules of the IPS.
- 16.6. When traveling outside the Republic of Kazakhstan, familiarize yourself with the list of fraud-prone countries with a high risk of card fraud posted on the Bank's website www.freedombank.kz, be extremely careful in the use of payment cards.
- 16.7. In case the Cardholder visits countries with a high risk of card fraud, the Bank recommends the following precautions:
- 1) issue an Additional Card of a lower class for transactions at ATMs and points of sale;
 - 2) set a minimum limit or temporarily close the limit on Card debit transactions through the Mobile Application;
 - 3) activate the SMS-informing service.
- 16.8. Within 3 (three) business days from the date of termination of the use of the Card in countries with a high risk of fraud to the Customer, the Cardholder shall have the right to apply to the Bank for re-issuance of the Card. In case of non-compliance with this recommendation and in the event of fraudulent transactions with this Card in connection therewith, all expenses of the Bank, as well as damage caused to the Bank, shall be reimbursed by the Cardholder unconditionally.
- 16.9. In order to minimise the risks of unauthorised access and prevent fraudulent transactions, a number of restrictions and spending limits (Appendix 1 to these General Conditions) are set by default, which can be carried out using the Card:
- Restriction on transactions in devices on the magnetic stripe of the Card on/outside the territory of the Republic of Kazakhstan;
 - Restriction on performing transactions in the devices using the magnetic stripe of the Card, if there is a chip on the Card;
 - Restriction on transactions on the Internet without entering the CVV/CVC code;
 - Restriction on transactions using the printer, without entering the CVV/CVC code.
- 16.10. The Customer shall be solely responsible for the consequences of unauthorized use of the Card in case of increasing the spending limit initially set by the Bank by default, as well as the cancellation of restrictions on Card Transactions by the Customer.
- 16.11. In addition, at the request of the Client, a limit of spending on cash withdrawal can be set with a cycle frequency: a day or a calendar month.
- 16.12. The limit for cash withdrawals per day may not exceed the total limit for Card Transactions per day.
- 16.13. In the absence of instructions to establish/change/cancel the limits/limits on the amount of payments made with the additional card, the standard restrictions shall be applied in the relevant application for the issuance of the Card.
- 16.14. Establishing/changing/cancelling restrictions on the amount of payments made with an additional card issued to a third party shall be accepted only from the Customer (Main Card Holder) at the Bank's branch/department.
- 16.15. If the Client is unable to submit an appropriate application for the establishment/change/cancellation of restrictions for any reason (for example, being outside the territory of the Republic of Kazakhstan), the Bank may establish/change/cancel the restriction on the Card on the basis of his/her verbal instruction by phone by the Contact Center Operator after the Client's identification, and the Client may independently set/change/cancel the restrictions/limits in the Mobile Application.
- 16.16. Upon expiration of the period of validity/absence of the restriction specified by the Customer by phone to the Contact Center Operator, the restriction shall be lifted or the restriction shall be established, canceled/changed on the basis of the Client's verbal instruction by phone to the Contact Center Operator.
- 16.17. The Customer unconditionally agrees that the recording of the Customer's telephone conversations

- with the Contact Center Operator made by the Bank through the recording device will be sufficient evidence of the content of the Customer's verbal instruction to establish/change/cancel the Card restriction and the Bank's identification of the Customer by phone by the Contact Center Operator.
- 16.18. When carrying out any incoming and outgoing Card Transactions (including all incoming and outgoing transfers) within the framework of the services provided by the Bank through any service channels (including through remote service channels/RBS System), the Bank has the right to unilaterally establish/change restrictions/limits on certain types of Card Transactions (both by types of transactions and by service areas), which are posted on the Bank's official website at www.freedombank.kz, the Bank has the right not to carry out crediting/withdrawing operations on the Payment Card Account, if:
- a) do not contradict the current legislation;
 - b) the amount of the debit Card Transaction exceeds the balance of the money on the Payment Card Account;
 - c) The Bank or the Client has established limits/restrictions on Card Transactions;
 - d) The card has been blocked/withdrawn or has expired;
 - e) incorrect/insufficient details for making payments and money transfers are incorrect;
 - f) The card transaction is unauthorized.
- 16.19. The Bank shall have the right to make telephone calls to the Customer at any time of the day at the telephone numbers indicated in the Bank's database in order to prevent fraudulent transactions directed against the Customer and/or the Bank.

ARTICLE 17. CONSIDERATION OF APPLICATIONS FOR UNAUTHORIZED PAYMENT AND OTHER CLAIMS ON CARD TRANSACTIONS

- 17.1. The Bank shall not accept for consideration an Unauthorised Payment request or other claim submitted by the Customer/Cardholder upon expiry of 35 (thirty-five) calendar days from the date of Authorisation.
- 17.2. The term for consideration of an application for an Unauthorised Payment or other claim shall be determined by the rules of the IPS and may be up to 180 (one hundred eighty) calendar days from the date of the Customer's/Cardholder's application to the Bank with a written application.
- 17.3. The Bank does not accept for consideration an application for Unauthorized payment on virtual cards, except for transactions made after the card has been blocked by its Holder.
- 17.4. If the Cardholder refuses to block the Card in the cases specified in clause 15.56. of Article 15 of these General Terms and Conditions, the Cardholder assumes responsibility for unauthorised payments made and subsequent payments from the moment of contacting the Bank. At the same time, the Bank shall not be liable for such Unauthorised Payment and shall not reimburse the Cardholder for the losses caused.
- 17.5. If the Customer's Unauthorised Payment request or other claim is justified, the Bank shall restore the amount of the Card Transaction to the Payment Card Account within 10 (ten) business days from the date of completion of the complaint review.
- 17.6. The Customer/Cardholder is solely responsible for all transactions carried out by him/her at the Title Certificate providing services in the areas of binary options trading, forex operations, all types of investments, currency exchange, currency speculation, gambling, as well as other types of services that may carry the risks of financial losses. The Customer/Cardholder shall not have the right to dispute such transactions.
- 17.1. In case of making an Unauthorised Payment after the entry into force of the Blocking Notice, the Bank shall reimburse the Client for the losses related to the execution of the Unauthorised Payment.
- 17.7. In the event that the Customer's request for an Unauthorised Payment or other claim is unfounded, the Bank shall have the right to indisputably withdraw from the Customer's Payment Card Account the amount of all expenses incurred by the Bank in connection with the settlement of the dispute.
- 17.8. The Bank shall not reimburse the Customer for losses related to the execution of an Unauthorised Payment if it is established that the Customer/Cardholder has participated in or facilitated the execution of the Unauthorised Payment.
- 17.9. The term for consideration of other claims is determined by the current legislation.
- 17.10. The Cardholder is recommended to keep receipts for the purpose of recording the expenditure of money in the Payment Card Account and settling possible disputes.
- 17.11. In all disputes, the Cardholder shall submit a written request to the Bank, which, in case of acceptance of the claim, shall act before the IPS on behalf of the Cardholder. If the claim is justified, the Bank shall restore the amount of the transaction on the Payment Card Account. The validity of the claim, as well as the conduct of the consideration of the claim, is determined by the rules of the relevant IPS. The Bank shall have the right to reject the Customer's/Cardholder's claim if it is not possible to dispute it in accordance with the rules of the relevant IPS.
- 17.12. If the Cardholder's claim is justified, the Bank may, on the basis of the investigation, cancel the

relevant Card Transaction and refund the amount of the Card Transaction, if such a refund is possible. In case of a justified claim, the money shall be restored to the Payment Card Account upon completion of the full settlement of the disputed transaction with acquiring banks and international arbitration of the IPS;

- 17.13. Claims for disputed Card Transactions performed at ATMs are subject to consideration only after the reasons for non-cash withdrawal are clarified and based on the results of collection of ATMs.
- 17.14. The holder is responsible for paying the fee for the consideration of the disputed transaction in the IPS arbitration. In case of an unjustified claim by the Cardholder, the cost of consideration by the arbitration commission shall be paid in accordance with the established tariffs of the IPS.
- 17.15. In case of violation of the General Terms and Conditions by the Cardholder, the Bank has the right to block all Cards issued on the Payment Card Account.

ARTICLE 18. TERMINATION OF PAYMENT CARD ACCOUNT SERVICE

- 18.1. Each Party has the right to terminate the legal relationship and terminate the Card service by notifying the other Party no later than 5 (five) calendar days before the date of actual termination of the legal relationship provided for in the General Terms. The Bank shall be notified in one of the following ways:
 - 1) SMS notifications to the mobile number specified by the Customer in the relevant Account Opening/Card Issuance Application;
 - 2) written notices by mail or courier;
 - 3) notifications to the e-mail address specified by the Customer in the relevant Application for Opening an Account/Card Issue;
 - 4) Push notifications through the Mobile App.
- 18.2. A notification sent shall be deemed to have been received in one of the following ways:
 - 1) when sending an SMS notification to a mobile phone number - on the day of sending;
 - 2) when sending by letter – on the 3rd (third) day after sending (according to the date of the document issued by the postal operator when sending), when sending by courier – on the day of receipt with the appropriate mark of receipt;
 - 3) when sending by e-mail - on the day of sending;
 - 4) when sending a Push notification through the Mobile App - on the day of sending.
- 18.3. The Bank shall not reissue the Card and the Card shall be cancelled on the date of termination and termination of the Card service specified by the Bank. In this case, the Bank shall have the right to block the Card and/or the Payment Card Account and not to carry out crediting/debiting operations on the Card/Payment Card Account from the date of sending the relevant notice to the Customer on the termination of legal relations and termination of the Card service.
- 18.4. The Customer undertakes to repay the existing Debt no later than 5 (five) business days before the date of termination and termination of the Card service specified in the Bank's notice. In the event that the Customer fails to comply with the obligations provided for in these Terms and Conditions, the servicing of the Card shall be valid in the relevant part until the Client fully fulfills his/her obligations.
- 18.5. By submitting a written notice of termination of the legal relationship, the Customer shall return to the Bank all Cards issued in accordance with these General Terms and Conditions. If, upon submission of a written notice of termination of legal relations to the Bank, the Customer does not return to the Bank all the Cards issued on the basis of the Application, the Bank's written notice of termination of legal relations and termination of service shall be accepted by the Bank only after blocking the unreturned Cards, paying the cost of blocking them by the Customer (if necessary) and checking the fact of their blocking by the Bank's employee.
- 18.6. In case of cancellation of the Card (unless other Cards have been issued to the Customer in accordance with the Application), the Card service shall be valid in the relevant part until the Customer fully fulfills his/her obligations to service the Card.
- 18.7. In case of expiry of the Card and failure to submit a relevant application for re-issue of the Card, as well as in the absence of the Customer's debt to the Bank, the terms and conditions of these General Terms and Conditions provided for in terms of the issuance and servicing of the Card shall cease to be in force.

ARTICLE 19. RIGHTS AND OBLIGATIONS OF THE PARTIES

- 19.1. **The Bank is entitled**, subject to the requirements set out in paragraph 40.11 of Article 40 of these General Terms and Conditions and paragraph 5 of Article 13 of the Rules on General Conditions of Transactions:
- 19.2. refuse to perform transactions on the Customer's Account/Payment Card Account in the cases provided for by these General Terms and Conditions, the Bank's internal documents, and the Applicable Laws;
- 19.3. refuse to open bank accounts, with the exception of bank accounts intended for receiving benefits and social payments paid from the state budget and the State Social Insurance Fund, pensions paid from the state budget and (or) the Unified Accumulative Pension Fund, and (or) the voluntary

accumulative pension fund, alimony (money intended for the maintenance of minor and incapacitated adult children), and as well as bank accounts under the agreement on educational savings deposit concluded in accordance with the Law of the Republic of Kazakhstan "On the State Educational Savings System", bank accounts intended for crediting payments and subsidies in order to pay for rented housing in the private housing fund, lump-sum pension payments credited from the Unified Accumulative Pension Fund in order to improve housing conditions and (or) pay for medical treatment:

- a) to a taxpayer recognized as inactive in the manner prescribed by Article 91 of the RoK Tax Code;
- b) a taxpayer who has an open bank account with the Bank, to which the tax authorities have issued collection orders or orders to suspend debit transactions on the taxpayer's bank accounts;
- c) a taxpayer who has tax arrears, arrears on social payments;
- d) To the Client, if a current account has already been opened with the Bank (if the Application for Opening an Account is submitted to the Bank through the Bank's Website during the process of applying for a loan to the Bank).

At the same time, if the taxpayer who has tax debts, social payments arrears, agrees, the Bank has the right to open a bank account, provided that debit transactions are carried out on such bank account after full repayment of tax arrears, social payments arrears, including by transferring these types of debt by the taxpayer from the specified bank account.

- e) An anonymous bank account or a bank account in a false name.
 - f) To the Client, if a current account has already been opened with the Bank (if the Application for Opening an Account is submitted to the Bank through the Bank's Website during the process of applying for a loan to the Bank).
- 1) refuse to accept the Client's instruction if there is no amount of money on the Account/Account of the Client's payment card sufficient to execute this instruction, to close the Account/Account of the Client's payment card if there are unfulfilled requirements to the Account/Account of the Client's payment card, as well as in other cases provided for by the Applicable Legislation;
 - 2) request from the Client documents confirming the validity of the payment and currency transactions;
 - 3) close the Customer's Account/Payment Card Account in the cases provided for by the Applicable Law and these General Terms and Conditions;
 - 4) unilaterally transfer the terms of service on the payment card to paid ones with the collection of a commission in accordance with the Bank's tariffs posted on the Bank's corporate website after prior notification of the client in any way specified in these General Terms and Conditions, if the Customer does not comply with the criteria for free service and the terms and conditions of the product. The Client agrees to the terms of change of tariffs/amounts of Cashback accrual on a payment card if the conditions for free service meet/do not meet, if such provisions are provided for by the terms of the product. Unilaterally make changes to the Tariffs and other conditions of banking services. The Bank shall inform the Client of the changes made in accordance with these General Conditions;
 - 5) debit the Payment Card Account/Account and/or withdraw money in the amount of the Customer's unfulfilled obligations to the Bank from the Account/Payment Card Account and/or from any bank accounts of the Customer, both with the Bank and other banks, without the Customer's additional written consent;
 - 6) refuse to issue the Card to the Client or his/her Authorized Persons at his/her own discretion;
 - 7) determine the method of issue and reissue of the Card (in electronic form, on plastic, etc.) in accordance with the terms of the banking product, and provide the Customer with them in the specification (including type, function, characteristics, design, etc.) that is used/used by the Bank for the Cards issued by the Bank at the time of reissue;
 - 8) exercise other rights provided for by the current legislation;
 - 9) in the event that, on the grounds provided for by the Applicable Legislation, debit transactions on the Account/Payment Card Account are suspended and/or the Account/Payment Card Account/a certain amount of the Account/Payment Card Account is seized/an order to suspend debit transactions. Remuneration on the Account/Payment Card Account shall be accrued and paid only on the balance of the amount on the Account/Payment Card Account that is not subject to the above restrictions, until the authorized bodies remove the restrictions specified in this clause in accordance with the requirements of the Applicable Legislation;
 - 10) terminate business relations unilaterally in case of violation by the Client of the current legislation, internal documents of the Bank, the agreement and/or these General Conditions, taking into account the requirements set forth in paragraph 40.11 of Article 40 of these General Conditions and paragraph 5 of Article 13 of the Rules on General Conditions of Transactions;

- 11) suspend the Customer's transaction/Card Transaction of the Cardholder or freeze the funds on the Account/Payment Card Account in accordance with the requirements of the AML/CFT Law and/or the requirements of international economic sanctions;
- 12) transfer the rights of claim on the Customer's debt on the Account/Payment Card Account to the Bank for pre-trial collection and settlement to third parties, including collectors, without notifying the Customer of such transfer;
- 13) partially/completely within the established amount of the prohibition on the use of money, suspend the Authorization of Card Transactions, as well as not execute the permanent order of the sender of money on the Card within the framework of the relevant banking product/Payment Card Account during the period of time when the money is seized and/or debit transactions are suspended in accordance with the Applicable Legislation, until the resumption of debit transactions.

19.4. The client has the right to:

- 1) dispose of the money in the Customer's Account/Payment Card Account at its own discretion, taking into account the requirements and restrictions set forth in these General Terms and Conditions, the Bank's internal documents and the Applicable Laws;
- 2) receive Statements (certificates) on the Account/Payment Card Account;
- 3) close the Account/Payment Card Account; in accordance with these General Terms and Conditions, the Bank's internal documents and the Applicable Laws, subject to the full proper performance of obligations;
- 4) receive an SMS-message/Push-notification on the receipt of the microcredit amount (issued to the Client/borrower by a microfinance organization) on his/her Account, with the reflection in the purpose (purpose) of the money transfer of information about the microcredit provided to this Client/borrower;
- 5) to refuse to use any of the Bank's additional services at any time. To refuse to use any of the services, the Customer is obliged to submit to the Bank's branch/department an application signed by himself, in the form established by the Bank.
- 6) exercise other rights provided for by the current legislation;
- 7) assume the risk of access of third parties to open communication channels due to their lack of protection by the Bank's security systems, including SMS, e-mail, fax, telephone, etc., if the Cardholder has initiated a request through the specified communication channels or has instructed to send information through the specified communication channels;
- 8) at any time refuse to use additional services of the Bank. In order to refuse to use any of the services, the Customer is obliged to submit to the Bank's branch/branch an application signed by himself in the form established by the Bank.

19.5. The bank is obliged to:

- 1) upon request, provide the Client with Statements (certificates) on the Account/Account of the Client's payment card;
- 2) upon receipt of the Client's instruction to carry out transactions on the Account/Account of the Client's payment card, execute or refuse to execute it in the manner and within the time limits provided for by the Current legislation;
- 3) execute the instructions given to the Customer's Account/Payment Card Account in the manner and in the order of priority provided for by the Applicable Legislation;
- 4) send to the Client an SMS-message/Push-notification on the receipt of the microcredit amount (issued to the Client/borrower by a microfinance organization) to his Account), reflecting in the purpose (purpose) of money transfer information about microcredit provided to this Client/borrower.

19.6. The Client is obliged, taking into account the requirements set forth in paragraph 40.11 of Article 40 of these General Conditions and paragraph 5 of Article 13 of the Rules on the General Conditions of Transactions:

- 1) be fully responsible for the use of all Cards issued on his/her Account/Payment Card Account;
- 2) pay all the Bank's commission fees in accordance with the Bank's Tariffs;
- 3) to fulfill its obligations in a timely manner and in full, including to repay the debt on the Account/Payment Card Account;
- 4) provide the Bank with information about changes in their contact details specified in the last written message to the Bank within 3 (three) business days from the date of their change;
- 5) provide the documents required by the Bank in accordance with the requirements of the current legislation and internal documents of the Bank;
- 6) reimburse all expenses incurred by the Bank through the fault of the Customer/Cardholder;
- 7) immediately notify the Bank of the loss, theft, unauthorized access of third parties to the Card/Payment Card Account by a written or oral Notice of Blocking to the Bank in accordance with these General Conditions;

- 8) return the erroneously credited amount to the Account/Payment Card Account to the Bank within 2 (two) days from the date of receipt of the relevant notification from the Bank;
- 9) The Customer/Cardholder undertakes to keep the Card securely and not to transfer it for use to third parties. The Client/Cardholder undertakes not to disclose his/her PIN/Card details/CVV/CVC code/3D Secure password/SMS message with a password or one-time code to third parties. The Client/Cardholder shall be fully responsible for disclosing the PIN/Card details/3D Secure password/SMS message with a password or one-time code to third parties in the amount of the Card Transactions performed;
- 10) in case of termination of legal relations and termination of Card servicing, return to the Bank all Cards issued on the Payment Card Account;
- 11) bear full financial responsibility for actions related to the violation of the requirements of these General Conditions;
- 12) immediately contact the Bank to block the SMS-informing service in case of loss/theft of the mobile phone to the number to which the SMS-informing services are provided;
- 13) accepts and agrees that the Bank does not bear/will not be liable for damage caused to the Client in case of suspension/refusal to make the Client's payment/transfer, as well as due to the suspension/refusal to execute the Client's payment/transfer by the correspondent bank, beneficiary bank;
- 14) perform other duties provided for by the current legislation.

ARTICLE 20. LIABILITY OF THE PARTIES

- 20.1 The Parties shall be liable for non-fulfillment/improper fulfillment of their obligations in accordance with these General Terms and Current Legislation, unless such non-fulfillment/improper fulfillment was the result of force majeure, by which the Parties understand: natural disasters, social cataclysms, actions, decisions of authorities and their officials, including the National Bank of the Republic of Kazakhstan, the Agency of the Republic of Kazakhstan for Regulation and Development of Financial Institutions. prohibiting or restricting activities directly related to the subject matter of these General Conditions, other circumstances resulting in technical failure, failures of software, power supply and data transmission systems for reasons beyond the control of the Parties.
- 20.2 In the event of force majeure, the deadline for the performance of the Parties' obligations under these General Terms and Conditions shall be postponed in proportion to the time during which such circumstances will be in effect.
- 20.3 The Bank is responsible for:
- 1) disclosure by the Bank of information on the Accounts/Payment Card Accounts to third parties, except for cases when the Bank intends to assign to third parties the rights (Notifications) to reimburse the Debt by the Client or entrust third parties with the collection of the Client's debt, as well as in other cases established by the Current legislation and these General Terms;
 - 2) Card Transaction erroneously performed through the fault of the Bank. In this case, the Bank's liability is limited to the cancellation of the erroneously executed Card Transaction;
 - 3) delay in crediting to the Payment Card Account/Account of the money received in favour of the Customer (provided that the Bank has received all necessary payment and other documents), as well as delay in the execution of the Customer's/Cardholder's instructions submitted to the Bank in accordance with these General Conditions, except for the cases specified in Clause 40.11 of Article 40 of these General Terms and Conditions and Clause 5 of Article 13 of the General Terms and Conditions of Operations.
- 20.4 The Bank is not responsible for:
- 1) consequences (including losses of the Client/Cardholder) related to the violation of the security rules by the Client/Cardholder when using the payment card;
 - 2) the consequences of unauthorised use of the Card due to the Customer's/Cardholder's increase/cancellation of the limits/restrictions on Card Transactions set by the Bank by default;
 - 3) damage caused to the Client in the event of suspension/refusal to make the Client's payment/transfer on the grounds of Clause 40.11 of Article 40 of these General Terms and Conditions and Clause 5 of Article 13 of the Rules on the General Terms and Conditions of Transactions, as well as due to the suspension/refusal to execute the Client's payment/transfer by the correspondent bank;
 - 4) refusal of a third party to service the Card or to perform a Card Transaction;
 - 5) the quality of goods, works and services purchased using the Card;
 - 6) inability to perform the Card Transaction due to technical reasons (failure of communication lines or communication equipment outside the direct control of the Bank);
 - 7) the consequences of untimely blocking by the Customer/Card Holder, the lost/stolen Card, as well as in case of unauthorized use/access to the Payment Card Account;
 - 8) impossibility to perform Card Transactions on Payment Card Accounts in case of seizure of money

- or suspension of transactions on Payment Card Accounts on the basis of instructions of authorized bodies and officials presented in accordance with the Current legislation;
- 9) the Client's/Cardholder's losses caused by the Client's/Cardholder's failure to comply with these General Terms and Conditions, including losses caused to the Client/Cardholder as a result of disclosure to third parties of the details of the Card/CVV/CVC code/PIN/3D Secure Password/SMS message with a password or one-time code, or access by third parties to the details of the Card/CVV/CVC code/PIN code/3D Secure Password/SMS message with a password or one-time code;
 - 10) indication by the Client/Cardholder of incorrect/insufficient details when making payments and money transfers;
 - 11) the relationship between the Customer and the Cardholder related to the performance of Card Transactions;
 - 12) any possible negative consequences of the participation of the Customer/Cardholder in the provision of services in the areas of binary options trading, trading on cryptocurrency exchanges, trading on currency exchanges, trading on stock exchanges and all other types of investments, including currency exchange, currency speculation, gambling, and other types of services that may carry risks of financial losses;
 - 13) expenses/losses, as well as property or non-property damage of the Customer/Cardholder resulting from the Overdraft debt.
- 20.5 The client is fully responsible for:
- 1) damage caused to the Bank as a result of the Client's/Cardholder's failure to comply with these General Terms and Conditions;
 - 2) prevention of overdraft;
 - 3) completeness, reliability, timeliness of the information provided to the Bank in accordance with the Application. In case of providing incomplete/unreliable/untimely information, the Customer shall compensate the Bank in full for the damage incurred;
 - 4) non-repayment, untimely repayment of the Debt to the Bank, in accordance with these General Terms and the Bank's Tariffs;
 - 5) untimely blocking by the Customer/Cardholder of the lost/stolen Card, as well as in case of unauthorised use of the Card/unauthorised access to the Payment Card Account and the resulting losses;
 - 6) non-return/untimely return of money to the Bank in the cases provided for by these General Terms and Conditions - in the amount of the unreturned/untimely returned amount, taking into account the penalty established by the current legislation for each calendar day of delay;
 - 7) expenses and legal costs incurred by the Bank through the fault of the Customer/Cardholder or related to the blocking and/or withdrawal of a lost/stolen Card - in the full amount of the expenses incurred by the Bank;
 - 8) disclosure of confidential information about the Bank that has become known to the Customer/Cardholder in connection with the conclusion and execution of the Application, the General Terms and Conditions - in the full amount of losses caused to the Bank as a result of the disclosure of such information;
 - 9) for possible Unauthorized payments on the Internet as a result of disclosure to third parties of the details of the Card/CVV/CVC code/PIN code/3D Secure Password/SMS message with a password or one-time code, or obtaining access by third parties to the details of the Card/CVV/CVC code/PIN code/3D Secure Password/SMS message with a password or one-time code.

SECTION III ELECTRONIC BANKING SERVICES

ARTICLE 21. BASIC TERMS AND CONDITIONS FOR THE PROVISION OF ELECTRONIC BANKING SERVICES

- 21.1. Electronic banking services are provided remotely through communication channels through personal computers, mobile phones, electronic terminals and by other means that do not contradict the current legislation.
- 21.2. The Bank provides Electronic Banking Services:
 - 1) A customer who has one or more bank accounts with the Bank;
 - 2) only for banking operations provided for by a license issued by an authorized state body that regulates and supervises the financial market and financial organizations;
 - 3) through the technologies of the Mobile Application implemented in the RBS System;
 - 4) in accordance with the security procedures set out in Article 22 of the General Conditions.
- 21.3. When providing transactional banking services, the exchange of information between the Bank and the Client is carried out using the Dynamic Identification of the Client.
- 21.4. The provision of transactional banking services through the Mobile Application may be carried out

without the use of Dynamic Identification of the Client, based on the application of the security procedures set out in Article 22 of these General Terms.

- 21.5. The amount of remuneration paid by the Customer for the Electronic Banking Services provided by the Bank is determined in accordance with the Bank's Tariffs.
- 21.6. Remuneration for the provision of electronic banking services shall be charged indisputably or by direct debit of the bank account from which the banking transaction is carried out in the currency of the bank account.
- 21.7. Sending an SMS message/Push notifications through the RBS System with a password or one-time code or sending an SMS/Push notifications through the RBS System at the initiative of the Bank to the Registered Mobile Phone Number is carried out at the expense of the Bank without charging a fee from the Customer.

ARTICLE 22. SAFETY PROCEDURES

- 22.1. The Bank's information security software and hardware used in the provision of Electronic Banking Services are based on the following principles:
 - 1) the server, which is accessible from the global Internet, does not contain confidential information;
 - 2) the key distribution server and the database containing information for servicing the Client are placed in a separate network segment to which access from the global Internet is impossible;
 - 3) secure data exchange between the Client and the server accessible from the global Internet is ensured - traffic encryption algorithms are used to eliminate the situation of server substitution, early detection of security flaws is carried out by comparing messaging protocols on the client and server side;
 - 4) If a discrepancy is found, the transaction is canceled and the user (or server) key is considered invalid.
- 22.2. The confidentiality of the transmitted information is ensured by data encryption (SSL - Secure Sockets Layer). The integrity of the transmitted information is ensured by converting input data of a certain length using a predefined function into other output data of a fixed length.
- 22.3. Access to the data for the analysis and analysis of disputes is provided by the ability to maintain an archive of all documents sent/accepted by the Client and the Bank.
- 22.4. All user actions in the RBS System are recorded in electronic logs generated by this system.
- 22.5. In order to ensure protection against unauthorized access to information constituting bank secrecy, the Authentication of the Customer and his right to receive Electronic Banking Services is carried out by checking the correctness of the login and password when entering the RBS System.
- 22.6. A login and password shall be issued to the Customer upon registration in the RBS System in accordance with the procedure established in accordance with Article 23 of the General Terms and Conditions.
- 22.7. For security reasons, saving the password in the RBS System is not provided.
- 22.8. Change of the access code (password) to the Mobile Application shall be carried out using the Client's Biometric Identification using biometric data confirmed by the Identification Data Exchange Center (hereinafter referred to as the "IDEC") or using biometric data obtained through the Bank's devices.
- 22.9. A transaction related to transactional banking services is confirmed by a one-time code.
- 22.10. Confirmation of a transaction related to information banking services is not required.
- 22.11. The use of a one-time code by the Customer when receiving Electronic Banking Services shall be carried out in the following manner:
 - 1) when confirming the operation, the Client requests a one-time code by selecting the appropriate command;
 - 2) when requesting a one-time code, the RBS System automatically generates it and sends it in the form of an SMS message through the SMS gateway to the Registered Mobile Phone Number;
 - 3) having received information about the one-time code, the Client enters it in a specially designed field;
 - 4) after three incorrect attempts to enter a one-time code, access to the Mobile Application shall be blocked for 30 (thirty) minutes, after which the Client shall be given the opportunity to re-enter the Mobile Application and perform the transaction;
 - 5) A one-time code is valid only for confirming one transaction.
- 22.12. In case of detection of unauthorized access or attempts of such access to information constituting bank secrecy, its unauthorized change, Unauthorized payment or money transfer and other unauthorized actions arising from the provision of Electronic Banking Services by the Bank to the Client, the Bank:
 - 1) notify the Client thereof no later than the next business day from the date of their detection by sending a corresponding notification in the form of an SMS message to the Registered Mobile Phone Number and/or in the form of a message to the e-mail box specified by the Client in the

- application for the receipt of Electronic Banking Services or the corresponding notification in the Mobile Application;
- 2) suspends the provision of Electronic Banking Services to the Client in accordance with the procedure established in accordance with Article 26 of these General Conditions.
- 22.13. In the event of unauthorized actions specified in paragraph 22.12. of these General Conditions, the Bank shall immediately take all necessary measures to eliminate their consequences and prevent their occurrence in the future.
- 22.14. In order to prevent Unauthorized payment or money transfer when providing Electronic banking services to the Client, the Bank sets restrictions and limits on making payments and transfers in the Mobile Application. Information on restrictions and limits is posted on the Bank's Website.
- 22.15. Upon completion of the use of electronic banking services, the Customer must complete the session in the RBS System.

ARTICLE 23. REGISTRATION IN THE REMOTE BANKING SYSTEM

- 23.1. The Client's registration in the RBS System is carried out independently in accordance with the requirements of the Bank's internal documents and security procedures with the mandatory Biometric identification of the Client through the Public Banking Service Center or using biometric data obtained through the Bank's devices.
- 23.2. When registering in the RBS System, the Trusted Mobile Phone Number acts as a login.
- 23.3. The RBS system automatically registers the Customer in its database, generates a password and sends it as an SMS message through the SMS gateway to the Customer's Trusted Mobile Phone Number. To authorize in the Mobile Application, the Client, at his discretion, uses the Password (short code) or biometric parameters on the mobile device (fingerprint, face image, etc.).

ARTICLE 24. PROVISION OF ELECTRONIC BANKING SERVICES THROUGH A MOBILE APPLICATION

- 24.1. In order to receive Electronic Banking Services through the Mobile Application, the Client shall:
- 1) use a mobile device running Android version 5.0 or higher or Apple iOS version 11 or higher connected to the Mobile Operator's network;
 - 2) for a mobile device on the Apple iOS platform, install the Mobile Application from the Apple Store;
 - 3) for a mobile device on the Android platform - install the Mobile Application from the Google Play application store;
 - 4) connect your mobile device to the Internet;
 - 5) use login and **OTP** password to enter the RBS System;
 - 6) use a mobile device connected to the Mobile Operator's network to receive SMS messages with one-time codes from the Bank to the Registered Mobile Phone Number.
- 24.2. Through the Mobile Application, the Client receives the following types of Electronic Banking Services:
- 1) information and banking services;
 - 2) transactional banking services;
 - 3) information and service services;
 - 4) other services, including remote (online) registration of banking products/services/change of amounts/limits/minimum balances, temporary blocking/unblocking of the Card/change of the PIN code.

ARTICLE 25. RECEPTION OF CLIENT REQUESTS ON ISSUES RELATED TO THE PROVISION OF ELECTRONIC BANKING SERVICES AND RESOLUTION OF DISPUTES

- 25.1. The Client's requests on issues related to the provision of Electronic Banking Services shall be accepted:
- 1) contact center at the following phone numbers:
 - a) from landline phones - 8 (727) 2 595 595;
 - b) from cell phones - 595.
 - 2) at the addresses of the Bank's presence.
- 25.2. The Customer's telephone conversations with the contact center employee are automatically recorded on the recording device in order to resolve any disputes that may arise between the Customer and the Bank. The Client hereby unconditionally agrees that the Bank shall record the Client's telephone conversations with the contact center employee by means of a recording device and that the said recording may be used as a tool for resolving disputes, as well as use the said recordings in court as evidence.
- 25.3. The Bank shall consider the issue related to the provision of Electronic Banking Services and provide

an answer to it no later than the deadline established by the Bank's internal document regulating the procedure for the Client's requests. In the event that the issue related to the provision of Electronic Banking Services requires the study of the history of transactions and the performance of any additional work on the part of the Bank (for example, finding out the reason for the impossibility of providing electronic banking services to the Client), the Bank shall study the history of transactions, carry out the necessary additional work and bring information about the work performed to the Client within the period established by the "Rules on the Procedure for Considering Applications from Individuals and legal entities in "Freedom Bank Kazakhstan" JSC.

- 25.4. If a dispute arises between the Bank and the Client regarding any electronic banking service, the Client shall submit to the Bank an appropriate application for consideration of the dispute in the form established by the Bank's internal documents.
- 25.5. The Bank shall consider a dispute on an electronic banking service within 15 (fifteen) business days from the date of submission by the Client to the Bank of the relevant application for consideration of the dispute, or another period established by the "Rules on the procedure for consideration of applications of individuals and legal entities to "Freedom Bank Kazakhstan" JSC. If the Client's application for an electronic banking service is justified, the Bank shall take measures to eliminate the cause of the dispute within 15 (fifteen) business days from the date of completion of the consideration of the dispute or another period established by the "Rules on the procedure for consideration of applications of individuals and legal entities to "Freedom Bank Kazakhstan" JSC.
- 25.6. The Bank shall not reimburse the Client for losses related to the execution of the Unauthorised Payment, due to which a disputable situation has arisen, if it is established that the Client has participated in or facilitated the execution of the Unauthorised Payment.

ARTICLE 26. SUSPENSION AND TERMINATION OF THE PROVISION OF ELECTRONIC BANKING SERVICES

- 26.1. Suspension or termination of the provision of Electronic Banking Services may be carried out by the Bank:
- 1) if the Client fails to fulfill his/her obligations under the Application and/or these General Terms and Conditions posted on the Bank's Website;
 - 2) if the Client violates the procedure and conditions for the provision of Electronic Banking Services provided for in the Application and/or these General Terms;
 - 3) in case of malfunction of technical means ensuring the provision of Electronic Banking Services;
 - 4) in case of detection of unauthorized access or attempts of such access to information constituting bank secrecy, its unauthorized change, Unauthorized payment or transfer of money and other unauthorized actions arising in the provision of Electronic Banking Services by the Bank, no later than the next business day from the date of their detection;
 - 5) at the initiative of the Client no later than the next business day from the date of submission of the relevant application to the Bank in the form established by the Bank's internal documents;
 - 6) on other grounds provided for by the Current legislation and/or the Rules posted on the Bank's Website.
- 26.2. In the to the Registered Mobile Phone Number and/or in the form of a message to the e-mail address specified in the application for the receipt of Electronic Banking Services and/or the corresponding notification in the Mobile Application.
- At the same time, in the cases described in subparagraph 4) of paragraph 26.1. of these General Conditions, the Bank has the right to temporarily or completely suspend the Client's access to electronic banking services without notifying the Client or obtaining his consent until all the circumstances are clarified and such threats are excluded.
- 26.3. In the event of suspension or termination of the provision of Electronic Banking Services in case of malfunction of the technical means ensuring their provision, the Bank may notify the Client thereof by posting a corresponding announcement on the Bank's Website.
- 26.4. Upon elimination of the reasons that led to the suspension of the Client's right to receive Electronic Banking Services, the provision of Electronic Banking Services to the Client shall be resumed.
- 26.5. In case of resumption of the provision of Electronic Banking Services, the Bank shall notify the Client thereof no later than the next business day from the date of resumption of the provision of Electronic Banking Services by sending a corresponding notification in the form of an SMS message to the Registered Mobile Phone Number and/or in the form of a message to the e-mail box specified by the Client in the application for Electronic Banking Services, or a corresponding notification in the Mobile Application.
- 26.6. In the event of resumption of the provision of Electronic Banking Services after the elimination of the malfunction of the technical means ensuring their provision, the Bank may notify the Client thereof by posting a corresponding announcement on the Bank's Website.

SECTION IV SAVINGS ACCOUNTS (DEPOSITS)

ARTICLE 27. GENERAL PROVISIONS

27.1. Depending on the terms of the Deposits, they are divided into the following types:

- 1) demand deposit – to be returned in full or in part at the first request of the Client;
- 2) Term Deposit – is made to the Savings Account in accordance with the Application for Opening a Deposit of an Individual (hereinafter referred to as the Application), or the Bank receives documents/instructions sent by the Depositor using remote access tools in the Bank's Mobile Application, which is legally equivalent to receiving documents in hard copy drawn up in accordance with the requirements of the Current Legislation. The Depositor entitles the Bank to use the documents generated and transferred to them in the manner and under the conditions specified in Article 21 of these General Conditions, on a par with documents/instructions on paper. At the same time, the Depositor shall be fully responsible for the content of such documents/instructions sent in the Mobile Application to the Bank for the execution of the instructions;
- 3) conditional deposit – is transferred to the Savings Account until the occurrence of the conditions or circumstances specified in the Bank Deposit Agreement;
- 4) Savings Deposit – is deposited into the Savings Account for a specified period. In cases where the savings deposit is requested by the depositor before the expiration of the established period, the interest on the deposit is paid in the amount established for the demand deposit, as well as the Deposit itself not earlier than 30 (thirty) calendar days from the date of receipt of the depositor's request.

27.2. The terms or circumstances of the conditional deposit must be defined in writing in the Bank Deposit Agreement, clearly formulated, do not contradict the current legislation and do not have ambiguities that complicate the issuance of the deposit;

27.3. In accordance with the requirements of the current legislation and internal documents of the Bank, the following operations are carried out on savings accounts:

- 1) acceptance of money from the Client in cash and non-cash ways;
- 2) accrual and payment of interest in the amount and in the manner determined in the Application for opening a Savings Account;
- 3) return of the Deposit in cash and non-cash on the terms provided for in the Application and the Current legislation.

27.4. If the Application provides for a minimum balance, the Client has the right to withdraw part of the deposit before its termination, but the balance of the deposit must be not less than the minimum balance specified in the Application;

27.5. Partial withdrawal of money by the Depositor is allowed on the Deposit, if it is stipulated in the signed Application, provided that the minimum balance specified in the Application is maintained on the Savings Account. In case of formation of an amount of money on the Savings Account in the amount of less than the minimum balance specified in the Application for any reasons and grounds, the Bank has the right to terminate the Bank Deposit Agreement (Deposit Opening Application) early from the moment of reduction of the minimum balance, and the interest on the Deposit is accrued in the manner provided for by the Application;

27.6. The Bank independently establishes the maximum values of interest rates on deposits, the maximum amounts and terms of accepted deposits and may change them unilaterally;

27.7. The specified interest rates, terms and amounts are the limits, within which the Bank independently, based on various factors, determines the amounts, terms and specific interest rates that the Bank can offer to the Client within the established maximum values. Specific conditions for deposits for the Client are established by the Bank in the Application.

27.8. In order to execute the Application and these General Conditions, the Bank shall open a Savings Account for the Depositor and carry out transactions thereon in accordance with the procedures applicable to the Bank, the terms and conditions of the Deposit and the requirements of the Applicable Legislation.

27.9. The Bank assigns an individual identification code to the Depositor, which is indicated in the Application and remains unchanged during the entire term of the Deposit terms.

27.10. The terms of the Deposit come into force from the moment the money is credited to the Savings Account opened at the Customer's Request. If the money is not credited to the Savings Account within 1 (one) business day or another period specified in the Application from the date of signing the Deposit Application by the Parties, the Deposit is considered cancelled and the Savings Account is closed by the Bank. The depositor has read and agrees with the Bank's Tariffs applied under these deposit conditions.

27.11. The Bank undertakes to open a Savings Account for the Depositor, accept money from the Depositor, pay remuneration thereon in the amount and in the manner provided for in the Application, and return the Deposit on the terms and in the manner provided for by legislative acts and these General

Conditions, except for the cases specified in Clause 40.11 of Article 40 of these General Terms and Conditions and Clause 5 of Article 13 of the Rules on the General Conditions of Transactions.

- 27.12. The Bank is a member of the system of mandatory collective insurance of deposits placed in second-tier banks of the Republic of Kazakhstan, and operates on the basis of Certificate No 041 dated May 30, 2024. In case of automatic prolongation of the Deposit, the terms of deposit guarantee will be determined by the Bank in accordance with the norms of the Current legislation in force at the time of prolongation. The Client confirms that he is familiar with the terms of payment of guarantee compensation provided for by the current legislation, which are posted on the official website of the Bank at www.freedombank.kz.
- 27.13. By signing the Application, the Depositor gives the Bank his/her direct unconditional consent to the indisputable withdrawal of all amounts of debts on the bank deposit (including commission fees) from the Depositor's Savings Account on the basis of payment requests.
- 27.14. The deposit is managed by:
- 1) Depositor;
 - 2) representatives of the Depositor – on the basis of a notarized power of attorney;
 - 3) in case of the Depositor's death – heirs in accordance with the Current legislation.
- 27.15. The Parties hereby agree and confirm that any debit transactions/debit actions on the Savings Account may be carried out by a third party on behalf of the Client only if all of the following actions are performed:
- A power of attorney on behalf of the Client to a third party must be executed in accordance with Article 167 of the Civil Code of the Republic of Kazakhstan and contain a list of operations/actions that are entrusted to a third party on behalf of the Client.
- 27.16. The deposit is not prolonged if the Bank decides to stop accepting deposits of this type. The Bank shall notify the Customer at least 5 (five) calendar days prior to making such a decision by notifying the Bank at its choice through the media, an Internet resource or by posting a corresponding announcement in the Bank's operating rooms. At the end of the Deposit term, the deposit amount together with the interest is transferred to the Depositor's Current Account opened with the Bank.
- 27.17. In the event of disagreements and disputes regarding the fulfillment of the terms of the Statement, the parties undertake to take all necessary measures to settle them out of court.
- 27.18. Relations that are not expressly regulated by the Application and these General Terms and Conditions shall be governed by the procedures established by the Current Legislation.
- 27.19. Change of the terms of the Deposit may be made with the consent of the Parties by entering into an additional agreement to the Deposit, which is an integral part of the Application, General Conditions, except for cases of unilateral change of the terms of the Deposit provided for by the terms of the Deposit.
- 27.20. Any changes and additions to these terms and conditions of the deposit are valid if they are made in writing and signed by the authorized representatives of the Parties with the imprint of the Bank, except for cases of unilateral change and/or termination of these terms and conditions of the deposit in accordance with the terms of the deposit.

ARTICLE 28. CONTRIBUTING

- 28.1. The date of receipt of money in the Bank Account is the moment when the Depositor deposits money into the Savings Account.
- 28.2. The Deposit is made by the Customer in accordance with the Application in the full amount of the deposit in cash or by bank transfer at the time of opening the Savings Account or within the period specified in the Application in accordance with the terms of the deposit;
- 28.3. If the terms and conditions of the bank deposit provide for the Customer's right to make additional contributions to the Savings Account, the amount of each additional deposit increases the total amount of the deposit;
- 28.4. If it is allowed to accept additional contributions on the Deposit without restrictions on the amount and number of contributions, the amount of the Deposit shall not exceed the maximum amount specified in the Application, taking into account the initial amount of the Deposit. Additional contributions made by the Depositor to the Savings Account are added to the principal amount of the Deposit.
- 28.5. The deposit comes into force from the moment the money is received in the amount specified in the Application to the Savings Account specified in it.

ARTICLE 29. DEPOSIT INTEREST

- 29.1. Interest on the Deposit is accrued (determined) and paid in the amount and in the manner established in the Application and these General Conditions.
- 29.2. The Deposit Interest rates remain unchanged for the period specified in the Application.
- 29.3. In case of automatic prolongation of the Deposit after the expiration of the term of the Deposit, the interest rate applicable to the Bank for this type and term of the deposit at the time of prolongation is

- set for the Deposit, unless otherwise agreed by the Parties in the relevant Bank Deposit Agreement (Application for opening a deposit). At the same time, the interest rate can be changed both upwards and downwards.
- 29.4. Interest on the Deposit is accrued for each calendar day from the day following the day of receipt of money on the Savings Account and until the end of the term of the Deposit or until the early termination of the bank deposit.
- 29.5. When calculating the amount of interest, the day of depositing money to the Savings Account and the day of repayment of money from the Deposit/the day of expiry of the Deposit term is counted as one day. When calculating remuneration, a year is taken as equal to 360 (three hundred and sixty) days, the number of days in a month is 30 days.
- 29.6. When paying interest on Deposits of non-resident individuals, the Bank withholds from the amount of interest payable the amount of income tax at the source of payment in accordance with the current legislation for the purpose of further transfer to the budget. In case of early termination of the Deposit, the amount of income tax previously withheld and transferred to the budget at the source of payment by the Bank shall not be returned to the Client. If the Client provides the relevant document confirming the non-resident's residency, the Bank ceases to withhold tax, while the Bank does not take measures aimed at refunding the previously withheld tax.
- 29.7. In case additional contributions are provided for the Deposit, the amount paid is added to the initial contribution and the interest is accrued on the total (increased) amount of the Deposit from the day following the day of making the Additional Contribution;
- 29.8. If the terms of the Bank Deposit Agreement (Deposit Application) provide for the Customer's right to make partial withdrawals from his/her Savings Account, the withdrawn amount shall reduce the amount of the Deposit and the interest shall be accrued on the balance of the Savings Account;
- 29.9. If the date of payment of remuneration falls on a non-working day, remuneration shall be paid on the next working day;
- 29.10. In the event that the Deposit is requested before the expiry of the term set by the bank deposit, the Deposit shall be deemed terminated and the procedure for payment of interest in this case shall be governed by these General Terms and Conditions and the General Terms and Conditions of Operations.
- 29.11. When calculating the Annual Effective Interest Rate, the Client's contributions and/or payments to the Client are taken into account at the time of their actual payment. The amount of the effective interest rate is affected by the number and amount of the initial and each additional contribution, the period of the deposit/contribution being on the Savings Account, as well as all types of payments, their amount and actual amounts to be paid to the Customer (remuneration, amounts of partial withdrawals, commissions provided for by the Tariffs) in accordance with these General Terms and Conditions, the terms of the Application (Agreement) for opening a bank deposit, internal documents of the Bank and the Current Legislation;
- 29.12. The annual effective interest rate is indicated in the Application for opening a Savings Account. When performing transactions on the Savings Account, the Depositor has the right to request the Bank about the amount of the effective interest rate as of the date of such transaction. The Bank shall send a response to such request to the Depositor within 2 (two) business days in the same form in which the request was received - in writing or orally, in the manner of exchange of messages, claims, information provided for by these General Conditions.

ARTICLE 30. TERM OF THE BANK DEPOSIT AGREEMENT. RETURN OF THE DEPOSIT. CLOSING A SAVINGS ACCOUNT

- 30.1. The deposit is considered to be concluded from the date of receipt of the deposit/initial deposit by the Bank for the period specified in the Application;
- 30.2. If the terms of the Bank Deposit Agreement (Deposit Opening Application) provide for prolongation and the Customer does not claim the Deposit after the expiration of the Deposit term, the Deposit is automatically extended for the period specified in the Application, with the interest rate approved by the Bank for this type and the term of the Deposit at the time of prolongation. In case of a decrease in the interest rate when prolonging the term of the Deposit in accordance with the terms of the Bank Deposit Agreement (Deposit Application) and these General Terms and Conditions without entering into an additional agreement, the Bank shall notify the Customer of the reduction in the interest rate in the manner provided for in the Bank Deposit Agreement (Deposit Application) and these General Terms and Conditions, 5 (five) calendar days prior to the expiration of the Deposit term. The rest of the terms and conditions of the Deposit remain unchanged. Upon expiry of the maximum number of automatic prolongation of the Deposit or expiration of the term (for Deposits without prolongation), the Bank independently transfers the entire amount of the Deposit and the due Remuneration to the Depositor's current account opened with the Bank, after which the Savings Account is closed.
- 30.3. In case the expiry date of the Deposit, which was previously automatically extended 2 times, as well as including the Deposit without prolongation, falls on a non-working day (weekend or holiday recognized in accordance with the Current legislation), the accrual of the Deposit Interest is terminated

on weekends/holidays after the expiration date of the Deposit term, and the return of the Deposit and the due Remuneration is made by the Bank on the next business day, in the manner specified in the Application and these General Conditions.

30.4. In the event of any of the following events:

- 1) early withdrawal of the Deposit by the Depositor;
- 2) withdrawal of the Deposit in full on the grounds provided for by the Current legislation, partial withdrawal of the Deposit (after which the amount of the Deposit is less than the amount specified in the Application) by the Depositor or on the grounds provided for by the Current legislation;

The Deposit is considered to be terminated ahead of schedule, and the Deposit Remuneration is paid for the actual term of placement, unless otherwise provided by the Application.

30.5. In the event that, on the grounds provided for by the Applicable Legislation, debit transactions on the Savings Account are suspended and/or the Savings Account/a certain amount of the Savings Account is seized/ordered to suspend debit transactions, the Deposit Interest will be accrued on the entire balance of the amount on the Savings Account.

30.6. For Conditional Deposits, the term of such Deposit and the terms of return are set individually, depending on the terms of the Deposit.

30.7. The Deposit is terminated upon the expiration of the deposit term and payment of the deposit amount and accrued (not paid earlier) interest on it to the Client or before the expiration of the deposit term in accordance with the terms of the deposit (early termination of the deposit).

30.8. The Deposit is returned by the Bank at the first request of the Client, unless otherwise provided by the Current legislation. The Bank is obliged to issue a Demand Deposit upon receipt of the Depositor's Notice.

30.9. The bank is obliged to issue:

- 1) in case of receipt of the Depositor's request for the return of the conditional Deposit before the occurrence of circumstances, to issue the Deposit no later than 7 (seven) calendar days from the date of receipt of the Depositor's Notification,
- 2) in case of receipt of the Depositor's request in the presence of circumstances with the occurrence of which the Bank Deposit Agreement (Deposit Opening Application) binds the return of the Deposit, to issue the Deposit no later than 7 (seven) calendar days from the date of receipt of the Depositor's Notification;
- 3) in case of receipt of the Depositor's request for the return of the Deposit, issue a term deposit no later than 7 (seven) calendar days from the date of receipt of the Depositor's Notification;
- 4) in case of receipt of the Depositor's request for the return of the Deposit, to issue a savings deposit not earlier than 30 (thirty) calendar days from the date of receipt of the Depositor's Notification.

30.10. The deposit is issued in cash to the Client/Authorized Person in accordance with the Applicable Law or transferred to another account with the Bank upon the written instruction of the Client. At the same time, the Client pays for the Bank's service to transfer the deposit amount and accrued interest to the Client's account in another bank in accordance with the Bank's Tariffs.

30.11. Upon submission of the Application for Early Termination of the Deposit, the Parties are obliged to fully fulfill all remaining unfulfilled obligations. The Client agrees that the Bank has the right to satisfy all claims that it may have against the Client by direct debit of the savings account.

30.12. The deposit is returned to the Client in the currency of the Savings Account. The Bank, in agreement with the Client, has the right to issue the balance of the amount in tenge at the exchange rate established by the Bank on the date of such disbursement.

30.13. Upon termination of the Deposit and repayment of the Deposit, the Bank closes the Customer's Savings Account. By signing the Application, the Client gives his/her unconditional and irrevocable consent to close the Savings Account without additional Application for Closing the Account.

30.14. In case of non-provision of money in the Savings Account within the period specified in clause 27.10. of Article 27 of these General Conditions, the Client, when signing the Application, gives his/her unconditional and irrevocable consent to close this Savings Account without an additional Application for closing the account.

30.15. The return of the Deposit amount, including partial refund, is made by transferring money by bank transfer to the Depositor's current account with the Bank or in cash on the terms provided for by these General Terms and Conditions and the Applicable Legislation. At the request of the Depositor, the amount of the Deposit can be transferred to the Depositor's bank account in another bank in accordance with his written application. In case of a transfer to a bank account opened with another bank, the Client pays a transfer fee in accordance with the Bank's Tariffs.

30.16. In the event that a certain amount of the Savings Account is seized/other restrictions on the suspension of debit transactions are imposed on the grounds provided for by the Current legislation, then at the end of the term of the Deposit or at the request of the Depositor, full or partial withdrawal of the Deposit amount is made to the Client's current account opened with the Bank, or to a bank account

with another bank only for the amount which is not subject to the above restrictions, until such restrictions are lifted by the authorized bodies in accordance with the requirements of the current legislation. After the expiration of the Deposit term, no interest is accrued on the balance of the Deposit amount within the limits of the encumbrance imposed.

ARTICLE 31. RIGHTS AND OBLIGATIONS OF THE PARTIES

31.1. Taking into account the conditions specified in Clause 40.11 of Article 40 of these General Terms and Conditions and Clause 5 of Article 13 of the Rules on General Conditions of Transactions, the Bank shall be entitled:

- 1) withdraw money from the Savings Account without the consent of the Depositor in case of establishing the fact of erroneous crediting of money, as well as in other cases provided for by the Current legislation and/or the relevant Applications between the Bank and the Depositor, while the Interest on the Deposit, its withdrawn part, the remaining part of the Deposit is paid in the manner and on the terms provided for in the Application for opening a deposit;
- 2) to dispose of the Depositor's money at its own discretion within the term of the Deposit;
- 3) withdraw from the Savings Account the commission fee provided for by the Bank's Tariffs, paid to the Bank on transactions made on the Savings Account, by withdrawing money in an indisputable manner and/or by direct debiting of the Savings Account, in accordance with the Current legislation and the terms of the Deposit;
- 4) in case of automatic prolongation of the Deposit placement period in the manner provided for in the Application and in this paragraph, unilaterally change the amount of the interest rate on the Deposit and set the interest rate effective at the time of prolongation of the Deposit.
- 5) in other cases, the Customers shall be notified of changes in the interest rate (upwards or downwards) on Deposits at least 5 (five) calendar days prior to the date of application of the new interest rate on newly opened/prolonged Deposits by notifying them at the Bank's choice through the media, Internet resources or by posting a corresponding announcement in the Bank's operating rooms.
- 6) terminate business relations with the Depositor without explaining the reasons and refuse to execute the Depositor's orders related to the performance of transactions on the account, in the manner and on the grounds provided for by the legislation of the Republic of Kazakhstan on combating the legalization (laundering) of proceeds from crime and the financing of terrorism and/or internal documents of the Bank;
- 7) terminate the deposit ahead of schedule by notifying the Depositor thereof 7 (seven) calendar days prior to the expected date of termination. In this case, the Remuneration shall be paid for the actual time of keeping the Deposit amount at the rate, unless otherwise provided by the Application and in accordance with clause 30.9. of these General Conditions.
- 8) issue the Deposit no later than 7 (seven) calendar days from the date of receipt of the Depositor's Notification;
- 9) refuse to provide banking services to the Depositor, if the documents/information requested by the Bank have not been provided or do not meet the requirements of the Bank for any reason, or the Depositor's order contradicts the requirements of the Applicable Legislation;

31.2. The Bank undertakes:

- 1) keep secret about the availability and movement of money on the Depositor's accounts and provide information on them to third parties only in the manner and in cases provided for by the current legislation;
- 2) to ensure the safety of money and its accounting;
- 3) in case of receipt of the Depositor's request in accordance with the terms of the Application for partial withdrawal of the Demand Deposit, issue the Deposit upon receipt of the Depositor's Notification;
- 4) in case of receipt of the Depositor's request for the return of the conditional Deposit before the occurrence of circumstances, to issue the Deposit no later than 7 (seven) calendar days from the date of receipt of the Depositor's Notification;
- 5) in case of receipt of the Depositor's request, in the presence of circumstances with the occurrence of which the Bank Deposit Agreement (Deposit Opening Application) binds the return of the deposit, to issue the deposit no later than 7 (seven) calendar days from the date of receipt of the Depositor's Notification;
- 6) in case of receipt of the Depositor's request for the return of the Deposit, issue a term deposit no later than 7 (seven) calendar days from the date of receipt of the Depositor's Notification;
- 7) in case of receipt of the Depositor's request for the return of the Deposit, to issue a savings deposit not earlier than 30 (thirty) calendar days from the date of receipt of the Depositor's Notification;
- 8) within the balance of the Savings Account and the due Interest on the Deposit in accordance with the terms of this Deposit, by transferring these amounts to his Bank Account.

31.3. The depositor has the right to:

- 1) receive the amount of the Deposit within the balance of the Savings Account and the amount of the Interest in accordance with the terms of the Application and these General Terms and Conditions by transferring these amounts to their Bank Account;
- 2) require the Bank to carry out transactions on its Savings Account only in accordance with the terms of the Application and these General Conditions, the requirements of the Current legislation and other agreements of the parties;
- 3) to receive information from the Bank on the status of their account upon request;
- 4) The Depositor has the right to partial withdrawal in accordance with the terms of the Application, to terminate the Application ahead of schedule, on demand deposit upon receipt of the Depositor's Notice;
- 5) terminate the Application ahead of schedule by notifying the Bank thereof 7 (seven) calendar days in advance for conditional/term deposits, 30 (thirty) calendar days in advance for savings deposits.

31.4. The depositor undertakes, taking into account the requirements specified in paragraph 40.11 of Article 40 of these General Conditions and paragraph 5 of Article 13 of the Rules on the General Conditions of Transactions:

- 1) when placing a Deposit, provide the Bank with a package of documents necessary for opening a Savings Account in accordance with the terms of the Application and these General Terms and Conditions in accordance with the requirements of the current legislation;
- 2) deposit/transfer money in the amount specified in the Application to the Savings Account on the day of signing the Application;
- 3) upon receipt of the amount of the Deposit and the Remuneration on it, submit an identity document. The parties shall be liable to each other only for willful non-performance or improper performance of obligations under the Application and the General Conditions.

31.5. In the event of a breach of the obligations under the Application and the General Conditions, the Parties shall only be liable to the extent of the actual damage.

SECTION V GENERAL CONDITIONS FOR THE PROVISION OF SAFE DEPOSIT BOXES FOR RENT

ARTICLE 32. KEY MESSAGES

32.1. These General Terms and Conditions define the general procedure and conditions for the provision of safe deposit boxes for lease to Clients. Specific conditions, the procedure for their payment and other conditions are the subject of the Application for Safe Services/a separate agreement between the Bank and the Client.

32.2. The General Terms and Conditions shall be deemed to have been accepted by the Bank's Customer in the event of his/her accession to these General Terms and Conditions as a whole, by entering into an agreement with the Bank/signing of an Application for Safe Services containing an indication of accession to the General Terms and Conditions and the Comprehensive Agreement, unless otherwise provided for by these General Terms and Conditions.

ARTICLE 33. PROCEDURE FOR PROVIDING SAFE DEPOSIT BOXES FOR RENT. RENTAL PERIOD, PAYMENT FOR THE RENTAL OF SAFE DEPOSIT BOXES.

33.1. The Bank shall provide a Safe deposit box for storing Valuables for rent to individuals who have reached the age of 16 (sixteen). Persons aged from 16 (sixteen) to 18 (eighteen) years of age, with the exception of minors declared fully capable (emancipated) by the decision of the guardianship and guardianship authority/court decision, and minors who have entered into marriage, shall have the right to sign (conclude) the Application for Safe Services Agreements only with the written consent of their Legal representatives (parents, adoptive parents, trustees, etc.).

33.2. When renting out Safe Deposit Boxes, the Bank does not issue personal safekeeping documents to the Client. Valuables placed by Customers in Safe Deposit Boxes are not described, the Bank does not carry out preliminary and subsequent verification, or expert assessment of Valuables.

33.3. The Bank leases safe deposit boxes of the Safe Deposit Box that meet the following parameters: small safe, medium safe deposit box and large safe deposit box. Each Safe is endowed with its own individual number.

33.4. The safe deposit box shall be provided to the Client for temporary use on the basis of the relevant Safe Services Application signed (concluded) with the Bank, according to which the Client shall accede to these General Terms and Conditions.

33.5. It is prohibited to place in the Bank's Safe deposit boxes:

- 1) firearms, gas and cold weapons;
- 2) explosives, flammable substances;

- 3) narcotic, psychotropic and chemical substances;
 - 4) radioactive, toxic and other toxic substances that can have a harmful effect on the human body and the environment;
 - 5) food and other items that are subject to spoilage or cause the spread of parasites;
 - 6) items that, due to their properties, may cause any damage to the individual safe deposit box (safe deposit box), including its inoperability, and (or) damage to the Bank/other Customers, and (or) which, due to their properties, are not subject to storage in the Safe Deposit Box;
 - 7) other property prohibited for free circulation in the territory of the Republic of Kazakhstan.
- 33.6. The Bank provides security for the Safe Deposit Box without having information about the name, quantity, quality of the Client's Valuables deposited in the Safe Deposit Box.
- 33.7. On the day of signing the Application for Safe Deposit Box Services, the Customer shall pay the Bank a commission fee (including VAT) for the entire period of the Safe Deposit Box lease in accordance with the Bank's Tariffs.
- 33.8. Payment can be made by the Client, both by bank transfer and by depositing cash at the Bank's cash desk.
- 33.9. In case of submitting an application for refusal of safe deposit box services, the amount of commission paid by the Client for the full period of safe deposit box rental is not subject to recalculation and refund.
- 33.10. A safe deposit box is leased for a period of one day to one year. If the end date of the Safe deposit box lease falls on a holiday/weekend, the expiration date of the term is postponed to the next business day without additional payment. By agreement of the Parties, the lease of the Safe deposit box may be extended by submitting a new Application for safe services. Payment for the new lease period of the Safe deposit box shall be made by the Client in accordance with the Bank's Tariffs, valid on the date of initiation of the extension of the Safe Deposit Box lease period. When making calculations, the number of days in a calendar month is assumed to be equal to the actual number of calendar days in a calendar year.
- 33.11. In case the Customer applies to the Bank for receipt of the contents of the Safe Deposit Box after the expiration of the Safe Deposit Box lease period and the payment is delayed, the Customer is obliged to pay the Bank a commission fee for the overdue and unpaid period in double amount for each calendar day of delay according to the Bank's Tariffs for renting a safe deposit box of the appropriate size for a period of 1 day, effective on the date of the Customer's application to the Bank's branch/branch or until the date of compulsory payment. opening the safe. For Customers of the Priority Banking branch, the commission for the overdue period is charged at the Tariff provided for the rental of a safe deposit box of the appropriate size for a period of 1 (one) day, unless otherwise established by the Bank's Tariffs. At the same time, until the payment of the commission fee for the entire overdue and unpaid period of use of the Safe Deposit Box after the expiration of the lease period, the Client is not allowed to access the Safe Deposit Box.
- 33.12. Upon completion of all the necessary documents and payment by the Client of the commission fee for renting the Safe Deposit Box for the period specified in the Application for Safe Deposit Box Services, the Bank, represented by its authorized employee, shall hand over to the Client a control check/payment order confirming payment for the services of placing the Valuables, as well as a key to the safe deposit box against the signature of receipt.
- 33.13. Access to the Safe is open during the Bank's Operational Day. Vault access can be granted by using a Vault key.
- 33.14. When visiting the Safe Depository, the Client/Client's Representative shall present the original or digital form of the identity document for verification through the official digital document service. It is allowed to collect and process copies of an identity document on paper only if it is impossible to identify the Client using technological means, as well as for non-residents of the Republic of Kazakhstan. The Client's representative shall additionally present the relevant documents confirming the authority, put a signature in the Card for the right to use and visit the Safe Deposit Box. Or an authorized employee of the Bank performs a corresponding transaction in the ABIS, establishing the visit of the Safe Depository by the Client/Authorized Person.
- 33.15. In case of lock breakage/loss of the key, the Safe shall be opened in the presence of the Client.

ARTICLE 34. RIGHTS AND OBLIGATIONS OF THE PARTIES

- 34.1. At the request of the Bank, the client is obliged to:
- 1) present for inspection the Valuables placed in the Safe for detection of firearms, gas and cold weapons, explosives, flammable, narcotic and psychotropic substances;
 - 2) not to use the Safe Deposit Box to place the items specified in Article 33, paragraph 33.5 of these General Conditions;
 - 3) after receiving the key to the Safe Deposit Box, try it out in the presence of an authorized employee of the Bank;
 - 4) keep the key to the Safe in good faith and his/her copy of the Application for Safe Services;

- 5) in case of lock breakage, immediately notify the Bank thereof and reimburse the Bank for all costs associated with opening the Safe Deposit Box and replacing the lock in accordance with the Bank's current Tariffs;
 - 6) in case of loss of the key within one day from the date of discovery of the loss of the key, inform the Bank thereof and reimburse the Bank for all costs associated with opening the Safe and replacing the lock in accordance with the Bank's current Tariffs;
 - 7) to compensate the Bank in full for the damage caused (in the form of damage to the Safe Deposit Box) resulting from its improper opening/closing;
 - 8) in case of forced opening of the Safe deposit box performed by the Bank in accordance with the procedure provided for in these General Conditions, reimburse, in accordance with the Bank's current Tariffs, all costs related to the replacement of the lock;
 - 9) pay the Bank a commission fee in the amount and within the terms specified in these General Conditions/Lease Agreement;
 - 10) upon expiration of the lease period, or in case of its early termination of the Application for safe services, release the Safe and hand it over in an undamaged condition together with the key to an authorized employee of the Bank;
 - 11) in case of extension of the Safe deposit box lease period on the day of signing the Application for Safe Deposit Box Services for a new term, pay a commission fee in accordance with the Bank's current Tariffs;
 - 12) submit to the Bank documents confirming the change in the information in the documents previously submitted to the Bank when opening the Current Account, including changes in the location address, postal address, telephone numbers, data of identity documents – within 3 (three) Operational Days from the date of the relevant changes;
 - 13) if the right to access the Vault is granted to other persons, present a power of attorney for them for the right to access the Vault;
 - 14) if it is necessary to appear at the Bank in person at the first oral or written request of the Bank;
 - 15) notify the Bank of the cancellation of the power of attorney for the right to use the Safe Deposit Box within 1 (one) Operational Day.
- 34.2. The Client has the right to:
- 1) use the Safe deposit box for its intended purpose during the entire lease period;
 - 2) choose the size of the Safe and the term of use of the lease, replace (change) the Safe Deposit Box, lock, use additional services by signing the Application for Safe Services;
 - 3) withdraw and deposit Valuables from and into the Safe during the Bank's Operational Day;
 - 4) grant the right to use the Safe Deposit Box to the Authorized Person by issuing a power of attorney;
 - 5) extend the Safe deposit box lease period by signing the Safe Services Application;
 - 6) terminate the Application for safe services before the expiration of its validity;
 - 7) in case of loss of his/her copy of the Application for safe services, on the basis of the Client's application, to receive a duplicate of the Application for safe services marked "duplicate".
- 34.3. The bank is obliged to:
- 1) provide the Client with a Safe Deposit Box, taking into account the provisions specified in Article 13 of the General Terms and Conditions of the Transaction;
 - 2) guarantee the confidentiality of information about the Customer, his/her Safe Deposit Operations and Valuables placed in the Safe Deposit Box;
 - 3) ensure that the Safe Deposit Box is protected from access by unauthorized persons and other influences during the entire period of validity of these General Terms;
 - 4) warn the Client about the possibility of forced opening of the Safe Deposit Box by the Bank, in the cases provided for by these General Conditions;
 - 5) in case of non-appearance of the Client, upon expiry of 5 (five) banking days from the date of expiry of the rental period, send a written notice to the Client about the need to extend the validity period of the Safe Deposit Box or vacate the Safe Deposit Box.
- 34.4. Subject to the conditions specified in Clause 40.11 of Article 40 of Section V "Special Conditions" of these General Terms and Conditions and Clause 5 of Article 13 of the Rules on General Terms and Conditions of Transactions, the Bank shall be entitled:
- 1) inspect the Valuables placed in the Safe in order to identify items prohibited for storage in the Safe: firearms, gas and cold weapons, explosives, flammable, narcotic and psychotropic substances;
 - 2) not to accept the Client's Valuables for placement in the Safe in case of non-payment of the commission fee in the amount and within the terms provided for by these General Terms and Conditions, the Application for Safe Deposit Box Services;
 - 3) to demand from the Client reimbursement of the costs associated with the replacement of the lock, in case of loss of the key, or damage to the lock through the fault of the Client;
 - 4) unilaterally terminate the Application for safe deposit box services ahead of schedule, if the Client uses the Safe deposit box to place the property specified in paragraph 33.5 of Article 33 of these General Conditions;

- 5) forcibly open the Safe Deposit Box with the preparation of an opening report in the cases and in the manner provided for in these General Conditions;
- 6) in case of extension of the lease period, require the Customer to pay for the new lease period according to the Bank's Tariffs effective on the day of lease prolongation;
- 7) write off the commission fee for the Safe Deposit Box services provided by the Bank, payable in accordance with the Bank's current Tariffs, as well as the costs associated with the Bank's expenses for opening the Safe Deposit Box, replacing lost keys, from the Customer's Account opened with the Bank by debiting the Current Account. The Client hereby grants the Bank the indisputable (unconditional) right to withdraw the amounts of commission fees from the Account without acceptance in the amount and in the manner established by these General Terms and Conditions, the Bank's internal documents, without additional acceptance or other consent of the Client;
- 8) after the expiration of 3 (three) calendar months from the date of expiry of the Safe deposit box lease specified in the Safe Services Application, to forcibly open the Safe deposit box in the presence of 3 (three) authorized persons of the Bank, with the drawing up of an opening report, and the contents of the Safe deposit box shall be sealed and transferred for storage to a separate Safe Deposit Box until the request of the Client, his/her Authorized Representative, in the event of:
 - a) if the Safe Deposit Box Lease Application has not extended the Safe Deposit Box rental period for a new period and the Client has been sent a written notice of forced opening of the Safe Deposit Box, indicating the reasons and time for the forced opening;
 - b) failure of the Customer (his/her Authorized Representative) to appear at the Bank upon expiry of 3 (three) calendar months from the date of expiry of the Safe Deposit Box lease period. The Client's absence from the address specified in the Safe Services Application, as well as his failure to appear at the Bank, shall not be a ground for postponing the time of forced opening of the Safe Deposit Box.

ARTICLE 35. LIABILITY OF THE PARTIES WITHIN THE FRAMEWORK OF SAFE DEPOSIT BOX SERVICES

- 35.1. The Bank is responsible for compliance with bank secrecy in accordance with the Law of the Republic of Kazakhstan "On Banks and Banking Activities in the Republic of Kazakhstan".
- 35.2. The Client shall reimburse the Bank in full for the expenses/amount of expenses incurred as a result of the Bank's performance:
- 1) the upcoming replacement of the Safe lock, in case of loss/breakage of the key to the Safe by the Client and/or damage/damage/breakage of the lock from the Safe through the fault of the Client – the fee for replacing the lock from the Safe Deposit Box;
 - 2) forced opening of the Safe Deposit Box, in cases provided for in these General Terms and Conditions – the fee for replacing the lock from the Safe Deposit Box;
 - 3) repair/restoration of the Safe deposit box in case of breakage/damage/damage to the Safe deposit box through the fault of the Client.
- 35.3. In case of placement and storage of prohibited items, substances and property in the Safe, the Client shall be liable under the Applicable Laws.
- 35.4. The Bank is not responsible:
- 1) for the contents of the Safe due to the lack of reliable information about the contents, for the consequences of placing items, substances and property in the Safe, if such items, substances and property are prohibited from being placed in the Safe;
 - 2) in case of seizure, confiscation and other seizure of the Valuables placed in the Safe, subject to the availability of relevant decisions of courts, authorized state bodies and officials, bailiffs;
 - 3) for the safety of the Valuables in case the Safe Deposit Box is used by a person other than the Client, who is allowed access to the Safe in accordance with the power of attorney issued by the Client, or a document certifying the status of the Legal Representative;
 - 4) in other cases, provided for by the current legislation.
- 35.5. The Parties shall be liable for non-performance or improper performance of their obligations under these General Terms and Conditions and Applicable Law, unless they prove that proper performance was impossible due to force majeure, i.e. extraordinary and unavoidable circumstances under the given conditions (fire, flood, earthquake, military actions, strikes).
- 35.6. The Bank protects the Safe from access by unauthorized persons and other influences and is not responsible for the contents of the Safe Deposit Box, due to the lack of reliable information about the contents.
- 35.7. The Bank is responsible for the integrity and safety of the Safe Deposit Box rented by the Client. Losses caused to the Customer by loss, shortage or damage to the property in the Safe in connection with the violation of the integrity of the Safe in connection with the violation of the integrity of the Safe Deposit Box shall be compensated by the Bank only in the amount of actual damage, provided that the Bank's fault in insufficient ensuring the integrity of the Safe in accordance with the procedure provided for by the Current legislation is proved.

- 35.8. In case of untimely notification by the Client about the cancellation of the power of attorney for the right to use the Safe Deposit Box, the Bank shall not be responsible for access to the Safe Deposit Box of the Customer's Authorized Representative and for the safety of the Safe deposit boxes.
- 35.9. The Bank's expenses incurred as a result of the loss of the key by the Client/Client's Representative or the breakage of the lock through the fault of the Client/Client's Representative (i.e. the costs of replacing the lock) shall be reimbursed by the Client/Client's Representative.
- 35.10. For the placement of prohibited items and substances in the Safe, the Client is responsible in accordance with the Current legislation.
- 35.11. Each Party undertakes not to disclose the terms of these General Terms and Conditions to third parties, as well as to maintain strict confidentiality of information received from the other Party in the course of negotiating, concluding and executing these General Conditions.
- 35.12. Provision of confidential information to third parties is possible at the request of third parties directly authorized by the Current legislation to obtain such information.
- 35.13. Sending written notices to the Party at the address specified in the applications in order to ensure the proper implementation of the terms of these General Terms and Conditions shall not constitute a breach of confidentiality requirements.
- 35.14. In the event of disagreements and disputes regarding the execution of these General Conditions, the Parties undertake to take all necessary measures to settle them out of court.
- 35.15. Relations that are not expressly regulated by these General Terms and Conditions shall be governed by the procedures established by the Current Legislation.
- 35.16. Each of the Parties to these General Conditions undertakes to provide the other Party with full and timely information about any events that affect or may affect the completeness and timeliness of the fulfillment of the obligations assumed by the Parties under these General Conditions.
- 35.17. In all other matters not expressly provided for in these General Terms, the Parties shall be governed by the Applicable Laws.

ARTICLE 36. VALIDITY AND TERMINATION OF THE LEASE AGREEMENT OR APPLICATION FOR SAFE DEPOSIT BOX SERVICES

- 36.1. In the cases provided for in these General Conditions, the validity of the Safe Services Application (Safe Deposit Box Lease Period) may be extended on the terms and in accordance with these General Terms and Conditions and the Safe Services Application and upon the Customer's payment of fees upon extension of the Safe Deposit Box lease in accordance with the Bank's Tariffs effective at the time of extension Vault lease activity. The application for safe deposit box services shall be terminated after the full settlement between the parties, including the payment by the Customer to the Bank of a fee for untimely release of the Safe deposit box in accordance with the Bank's Tariffs effective on the day of payment, taking into account paragraph 33.12. of Article 33 of these General Conditions.
- 36.2. Upon expiry of the Safe deposit box lease period or in case of early termination of the Safe Deposit Box Application, the Customer (or the Customer's Representative, his/her heir, Legal Representative, Authorized Person) shall vacate the Safe and hand it over to the Bank together with the key(s) in an intact condition.
- 36.3. 10 (ten) calendar days prior to the expiry of the Safe Deposit Box lease period, the Bank shall notify the Client by phone call to the Client's mobile phone number, a written e-mail message specified in the ABIS, SMS messages, Push notifications about the need to extend the lease period or vacate the Safe Deposit Box rented by him/her.
- 36.4. In case of termination of the Application for safe deposit box services before the expiration of the Safe deposit box lease period at the initiative of the Client, the commission paid by the Client for the full rental period of the Safe deposit box shall not be refunded.
- 36.5. If the Client applies to the Bank with the intention to vacate the rented Safe Deposit Box during the period of violation of the terms of the Safe Deposit Box Services Application regarding the untimely release of the Safe Deposit Box, the Client shall pay a fee for untimely release of the Safe Deposit Box.
- 36.6. The Bank shall have the right to unilaterally refuse to execute the General Terms and Conditions, the Application for Safe Services at any time, for any reason (at the discretion of the Bank) and without compensation for losses, by notifying the Client 10 (ten) calendar days before the date of termination of the Application for Safe Deposit Box Services in the ways provided for by these General Terms and Conditions.
- 36.7. In case of refusal by one of the Parties from the General Conditions, the Lease Agreement/Application for safe services, the Client shall be obliged to pick up the Valuables no later than the date of termination of the Application for safe services, specified in the notice of the Party withdrawing from the Application for safe services.
- 36.8. If there is no other free Safe Deposit Box to be provided to the Client in case of loss/damage/damage of the lock/key to the Safe Deposit Box through the fault of the Client, the Safe Services Application shall be terminated before its expiration date on the day the Bank serves the Client with a notice of

termination of the Safe Deposit Box Services Application by the Bank withdrawing the Safe Services Application.

36.9. In the event of the Client's death or recognition as missing, the issues of transferring the Valuables to the Client's Heirs shall be resolved in accordance with the Applicable Legislation, the Bank's internal documents, these General Terms and the Application for Safe Services.

ARTICLE 37. PROCEDURE AND CASES OF FORCED OPENING OF A SAFE DEPOSIT BOX

37.1. The Bank has the right to forcibly open the Safe Deposit Box without the Customer's presence in the following cases:

- 1) if there is information about the use of the Safe Deposit Box by the Client for storage of prohibited property listed in the clause of these General Conditions;
- 2) if there is information about the Customer's failure to comply with the rules for using the Safe Deposit Box;
- 3) in case of smoke, ignition of the contents of the cell, the appearance of a putrid and other acrid smell;
- 4) the Customer's (or Customer's Representative's) no-show after 3 (three) calendar months / 6 (six) calendar months (for Priority Banking Customers) from the next day of expiry of the Safe lease term;
- 5) upon receipt of documents from a court, an authorized state body, an official of a state body, a private bailiff who has the right to make decisions on the forced seizure of the contents located in the Safe Deposit Box rented by the Client, in accordance with the Current legislation;
- 6) in other cases, provided for by the current legislation.

37.2. Starting from the date of expiry of the Safe Deposit Box lease period, the Bank shall notify the Client every business day in any manner provided for in these General Terms and Conditions of the need to pay a fee for late release of the Safe Deposit Box and for the release of the leased Safe Deposit Box or for the conclusion of a new Application for Safe Deposit Box Services for a new period (if necessary).

37.3. Not later than 10 (ten) calendar days prior to the Bank's forced opening of the Safe Deposit Box, the Bank shall send to the Customer a notice of the Bank's forced opening of the Safe Deposit Box, indicating the date of opening.

37.4. Upon expiry of 3 (three) calendar months / 6 (six) calendar months (for Priority Banking Customers) from the date of expiry of the Safe Deposit Box lease period, the Bank shall have the right to forcibly open the Safe in the presence of 3 (three) authorized persons of the Bank's branch/branch, with the preparation of an opening report, subject to all the following conditions:

- 1) if the Safe Deposit Box Lease Application has not extended the Safe Deposit Box rental period for a new period and the Client has been sent a written notice of forced opening of the Safe Deposit Box, indicating the reasons and time for the forced opening;
- 2) Failure of the Customer (his/her Authorized Representative) to appear at the Bank after 3 (three) calendar months / 6 (six) calendar months (for Priority Banking Customers) from the date of expiry of the Safe Deposit Box lease period.

37.5. Absence of the Client at his address specified in the ABIS, as well as failure to appear at the Bank, is not a ground for postponing the time of forced opening of the Safe Deposit Box.

37.6. The contents of the Safe Deposit Box shall be sealed and transferred for storage to a separate Safe Deposit Box located in the Safe Deposit Box until the request of the Client/, his/her Authorized Representative.

37.7. The contents stored in the Safe Deposit box of the Safe Depository/Bank branch seized during the Bank's forced opening of the Safe deposit box shall be issued to the Client (or the Client's Representative) upon the application (in any form) of the Client (or the Client's Representative) and after payment of the commission for:

- 1) Untimely release of the Safe deposit box
- 2) replacement of the lock from the opened Safe deposit box (if necessary);
- 3) storage of the Client's Valuables in the Bank's Safe Depository, in accordance with the Bank's Tariffs effective on the day of payment.

37.8. When the Client or the Client's Representative applies to the Bank for Valuables from the opened Safe, the package (bag, bag) shall be opened in the presence of the Bank's employee and the head of the Bank's structural unit. After opening the package (bag, bag), the Client (or the Client's Representative) shall indicate in the application that the Valuables and other property have been received in full, that he/she does not have and will not have a claim against the Bank, indicates the full name (patronymic - if any), signs and dates. The application of the Client (or the Client's Representative) is attached to the Client's file. The Client's claims regarding the quantity or quality of the Valuables and other property shall not be accepted, since the Bank did not have information about the cost, qualitative, quantitative, etc. parameters of the Valuables and other property found in the Safe Deposit Box, with which the Client unconditionally agrees.

37.9. The seized Valuables shall remain in storage in the Bank's Safe Depository for one year from the date

of expiry of the lease term. Upon the Customer's appearance at the Bank within one year from the date of expiry of the lease period, the Valuables shall be issued to him/her after payment of the Bank's expenses in accordance with these General Terms and Conditions/the terms and conditions of the Safe Services Application. In case of non-appearance of the Client within more than 1 (one) year from the date of expiration of the lease period, the seized Valuables shall be sold in accordance with the procedure provided for by the Current legislation. The proceeds from the sale are used to reimburse the Bank's expenses. In case the amount of money received from the sale of the withdrawn Valuables exceeds the amount to be reimbursed to the Bank, the remaining difference shall be credited to the Client's account, or, in the absence of such a possibility, shall be kept in a specially opened bank account for 5 (Five) years, after which it shall be debited to the Bank's income. If the proceeds are insufficient to repay the debt to the Bank, it is recovered from the Client in court/out of court in accordance with the current legislation.

SECTION VI. MISCELLANEOUS

ARTICLE 38. FORCE MAJEURE

- 38.1. In cases where the Parties (the Bank and/or the Client) are unable to fulfill their obligations under these General Terms and Conditions for reasons beyond the reasonable control of the Parties, such as: earthquake, fires, floods, strikes, war (declared or undeclared), civil war, general sustained inability of the banking system of the Republic of Kazakhstan to make payments under these General Terms and Conditions, as well as compliance by the Parties with any provisions of the Applicable Laws and decisions state authorities of the Republic of Kazakhstan that have entered into force after the Parties have acceded to these General Terms and Conditions and prevent the performance of these General Terms (hereinafter referred to as force majeure), then the obligations of the Parties under these General Terms shall be suspended for the appropriate period until such circumstances cease;
- 38.2. Not later than 5 (five) calendar days after the occurrence of force majeure circumstances, the Party for which such circumstances have arisen shall be obliged to notify the other Party of the force majeure event, the date of occurrence and the effect of force majeure on its ability to perform its obligations under these General Conditions, and confirmation of force majeure circumstances from the relevant competent authority is mandatory, except for well-known events for which the competent authority does not give confirmation. If the Party fails to notify the other Party of the force majeure event within the time limits and in the manner specified in these clauses of the General Conditions, it loses its right to invoke force majeure as a ground exempting it from liability for non-performance of its obligations under these General Conditions;
- 38.3. After the termination of the impact of force majeure circumstances on the performance of the obligations of the Parties under these General Conditions, the fulfillment of the terms and conditions shall be restored in the previous manner;
- 38.4. In the event that the circumstances of force majeure last more than 30 (thirty) calendar days, either Party has the right to terminate the legal relationship unilaterally by notifying the other Party in writing. At the same time, the Parties within 10 (ten) calendar days from the date of unilateral termination of legal relations are obliged to make mutual settlements on the actually fulfilled obligations and payment made and return to each other everything received under the terms of these General Terms and Conditions that have not received counter performance. In this case, the obligations under these General Terms and Conditions will be deemed terminated on the date of receipt by the other Party of the notice of unilateral termination and neither Party shall be obliged to compensate the other Party for possible losses caused by such termination.

ARTICLE 39. CONFIDENTIALITY

- 39.1. All information transmitted by the Parties to each other in connection with these General Terms and Conditions and the signed relevant statement, their content in whole or in part, as well as financial, commercial and other information received from the other Party in the course of negotiations, conclusion and execution of this relevant application, shall be confidential information;
- 39.2. Transfer of confidential information to third parties, publication or disclosure is possible only with the prior written consent of the other Party or in the event that such disclosure is mandatory in accordance with the Current Legislation;
- 39.3. The Customer undertakes to immediately notify the Bank of any cases of attempts by third parties to obtain from any of the Parties information constituting the confidential information of the other Party, as well as not to use the knowledge of the confidential information of the other Party to engage in activities that may harm this Party;
- 39.4. In the event of disclosure or dissemination of confidential information of the other Party by either Party, the guilty Party will be obliged to compensate for the losses incurred by the other Party as a result of the disclosure of such information, and will also be liable under the Applicable Legislation;
- 39.5. The Client hereby authorizes the Bank to disclose, in compliance with the requirements of the Applicable Legislation, but without any additional consent of the Client, all and any information related

- to the Client, the Deposit, the application, the performance of the Parties' obligations, to third parties, including Authorized State Bodies, consultants, lawyers, auditors, correspondent banks and other persons and bodies, if such disclosure is required in accordance with the Applicable Legislation, international requirements and internal documents of the Bank;
- 39.6. The Bank shall not be liable if confidentiality has been violated through the fault of the Customer due to non-compliance with the Bank's recommendations regarding confidentiality, as well as in conditions where confidential information has been known or has become known to third parties from other sources.

ARTICLE 40. SPECIAL CONDITIONS

- 40.1. The Client is familiar with and unconditionally agrees that the conditions specified in paragraph 40.11 of Article 40 of these General Terms and Conditions and paragraph 5 of Article 13 of the Rules on the General Terms and Conditions of Transactions apply to all types of banking products/services, including when conducting transactions/transactions and other cases.
- 40.2. The Bank shall suspend transactions on the Account/Payment Card Account and/or seize the money in the Account on the grounds and in accordance with the procedure established by the Applicable Law and/or these General Conditions;
- 40.3. At the same time, the Bank shall not be liable for non-fulfillment/improper performance of its obligations under these General Terms and Conditions and the signed relevant application in the event that the Bank receives decisions/resolutions of the Authorized State Bodies and/or officials on the suspension of debit transactions on the Account/Payment Card Account, seizure of money on the Account, as well as instructions of third parties who have the right to indisputably debit money in accordance with the Applicable Legislation, as well as in cases provided for by the legislation in the field of combating the legalization (laundering) of proceeds from crime and the financing of terrorism, foreign legislation;
- 40.4. The Bank has the right not to execute the Client's instructions, including those related to making payments/transfers in cases provided for by the Current legislation, these General Conditions, the relevant application, internal documents of the Bank, as well as in cases provided for by the legislation in the field of combating money laundering and financing of terrorism, Foreign legislation;
- 40.5. Funds shall be debited from the Account/Payment Card Account only with the consent of the Customer, except as expressly provided for by the Applicable Laws, the Application, these General Terms and Conditions, and the Bank's internal documents;
- 40.6. Payment instructions of a third party are accepted for execution and executed without additional consent of the Client on the basis of a decision of the relevant judicial or other state body of the Republic of Kazakhstan, with the exception of benefits and social payments that are available on special bank accounts, as well as on other grounds provided for by the current legislation. The Bank has the right to make indisputable write-offs from any accounts of the Client, if a third party (second-tier banks and organizations engaged in banking activities) submits to the Bank an instruction with an attached document containing the Client's consent to the indisputable withdrawal of money from his account, with the exception of alimony, benefits and social payments that are available on special bank accounts;
- 40.7. The Bank has the right to use the services of third parties in the performance of its obligations and orders of the Client and the provision of other services in accordance with the signed application, including, but not limited to, cases when the use of third parties is directly established by the Current legislation. The Bank shall not be liable for deficiencies in the actions of such third parties that caused the violation of obligations under the relevant application;
- 40.8. The Bank has the right to carry out mass mailing of advertising and informational nature about the Bank's services by means of SMS informing among Customers;
- 40.9. The Bank shall have the right to debit any and all accounts of the Client, without the Client's prior consent, in respect of the Bank's corrective operations in accordance with paragraph 5.15 of Article 5 of these General Conditions, as well as by way of set-off any and all amounts intended to be paid by the Client to the Bank, including any and all fees to which the Bank is entitled on the basis of the Bank's Fees, these General Terms and Conditions and subsequent amendments thereto;
- 40.10. The Bank strives to protect its reputation and adheres to the policy of international standards for combating money laundering, suspicious transactions, combating evasion/circumvention of requirements for international economic sanctions, evasion of the requirements of the current legislation, internal regulatory documents of the Bank, and these General Terms and Conditions.
- 40.11. Within the framework of these General Conditions, the Bank has the right to:
- 1) request from the Client any documents and information, including on the source of origin of money, their intended use, necessary for the provision of the Bank's product/service, including Electronic Banking Services, Remote Services, transactions on the Account, currency control by the Bank, compliance by the Bank with the requirements of the Current legislation, including on combating the legalization (laundering) of proceeds from crime and financing terrorism, foreign legislation, internal regulatory documents of the Bank, as well as for the collection, processing

and transfer of data/personal data of the Client to the US Internal Revenue Service in accordance with the requirements of FATCA, to the tax services of the Organisation for Economic Co-operation and Development (hereinafter referred to as the OECD), including through authorized state bodies RK;

- 2) in case of violation of the requirements of the General Terms and Conditions, the terms and conditions of the Banking Service Agreements, suspend the banking service agreement for any period and/or terminate and/or terminate the business relationship with the Client;
- 3) block transactions on the Account/Payment Card Account if the Bank has suspicions of fraudulent transactions and/or when the Bank conducts due diligence of the Customer and/or transactions performed by him/in his/her favor and/or suspicions of possible money laundering, terrorist financing, and/or the Customer's involvement/participation in a suspicious/suspicious transaction, and/or if the Customer's transactions/actions are aimed at circumventing/evading the established procedures of the Bank without notifying the Client until the circumstances are clarified;
- 4) not to be liable for the damage caused to the Client in case of suspension/refusal to execute the Client's payment/transfer, as well as due to the suspension/refusal to execute the Client's payment/transfer by the correspondent bank;
- 5) request other documents and information from the Client in accordance with the requirements of the current legislation and internal regulatory documents of the Bank, the terms of agreements concluded by the Bank with correspondent banks/third parties;
- 6) suspend and (or) refuse to carry out a transaction to the Client and/or refuse to accept the currency agreement/currency documents, including transactions under them, terminate business relations with the Client and terminate the banking service agreement, including the provision of any banking products/services in the cases and on the grounds provided for by the Current legislation, including the legislation on combating the legalization (laundering) of income, obtained by criminal means and terrorist financing, based on a risk-based approach in order to comply with the requirements of international economic sanctions, these General Conditions, including in case of failure to provide or incomplete provision of the requested documents and/or information to the Bank;
- 7) carry out any actions and measures not prohibited by the current legislation to obtain, verify/re-verify any kind of data provided to the Bank for transactions in order to comply with the legislation on combating money laundering and financing of terrorism, and the requirements of international economic sanctions.
- 8) not to accept and issue foreign currency in cash in the presence of decisions of authorized state bodies, decisions of a foreign state and/or an international organization, which directly or indirectly extend/affect the operations of the Bank and/or the Client, and/or which make it impossible/difficult/unprofitable for the Bank to carry out operations for the acceptance and withdrawal of foreign currency in cash;
- 9) impose temporary restrictions on the Client's bank accounts, including at the time of the Bank's due diligence and/or as part of the implementation of the requirements of the Current Legislation, Foreign Legislation, and international economic sanctions;
- 10) impose temporary restrictions on the Client's bank accounts, if at the time of the Bank's due diligence and/or within the framework of compliance with the requirements of the Current legislation, international economic sanctions, the Client has not submitted to the Bank the supporting documents requested by the Bank orally and/or in writing, the relevant written explanations;
- 11) suspend/refuse to execute the Client's payment/transfer, accept and service the currency agreement/currency documents, including transactions under them, terminate business relations with the Client and terminate the banking service agreement, provide the Bank's product/service on any of the following grounds:
 - a) if there are grounds to believe that the transactions of the Client/the Client's counterparty are subject to international economic sanctions or are aimed at evading international economic sanctions;
 - b) if the documents/information requested by the Bank have not been provided or do not meet the requirements of the Bank for any reason, or the Client's order contradicts the requirements of the Applicable Legislation, or the Client evades the requirements of the Applicable Legislation, or the Client refuses to submit the requested information or documents to the Bank;
 - c) submission by the Customer to the Bank of unreliable, incorrect, distorted, contradictory, incomplete information, including the Client's actions to intentionally mislead the Bank and its employees, in order to provide services by the Bank to the Client, conduct transactions, accept and service a foreign exchange agreement and other grounds, submit falsified documents and information;

- d) the existence of sanctions against the Client/the Client's counterparty imposed in accordance with the jurisdiction of any country (European Union, USA, Great Britain and others) or state and/or international organization (including, but not limited to, OFAC, OFSI, ECFR, UN SECURITY COUNCIL, FATF);
 - e) in case of suspicion that the Customer's transactions are carried out or used by the Customer for the purpose of money laundering, terrorist financing, financing of the proliferation of weapons of mass destruction and/or for the purpose of illegal, illegal, criminal activities carried out by the Customer, and/or the Customer's actions aimed at involving the Bank in the processes of money laundering and financing terrorism and the financing of the proliferation of weapons of mass destruction or other criminal activities;
 - f) on the grounds provided for by the current legislation, including on combating the legalization (laundering) of proceeds from crime and the financing of terrorism, foreign legislation, provided for by international treaties ratified by the Republic of Kazakhstan;
 - g) if there is a suspicion of fraudulent actions of the Client when making payments/transfers, as well as making or attempting to perform transactions by the Client in prohibited activities in accordance with the requirements of the Current legislation;
 - h) refuse the Client to carry out transactions to withdraw money from the Account in cases of suspension by the authorized state bodies of debit transactions on the Account, or seizure of money on the Account, or the existence of grounds provided for by the legislation of the Republic of Kazakhstan on combating the legalization (laundering) of proceeds from crime and the financing of terrorism, Foreign legislation;
 - i) with the prior consent of the Client, provided by signing the relevant agreement, to write off money from the Client's bank accounts opened with the Bank in any way not prohibited by the current legislation, for the purposes related to the verification of the Client, his beneficial owners, their activities, if such checks cannot be carried out in accordance with the established procedure through the fault of the Client;
 - j) the Bank suspects that the Client's or its counterparty's operations are related to the activities of the financial (investment) pyramid, are carried out in its interests (not limited to crediting to its account and (or) withdrawing money from its accounts), and are also aimed at financing the activities of the financial (investment) pyramid or advertising its activities;
- 12) refuse to provide banking services/products/banking and other operations, including, but not limited to, Electronic Banking Services, remote services through the Mobile Application, and terminate business relations with the Customer/close the Account/cancel the Card unilaterally in the cases and on the grounds provided for by international/intergovernmental agreements, Foreign legislation, Current legislation, internal documents of the Bank, these General Terms and Conditions, including in the event of the Customer's violation of the General Terms and/or the Applicable Laws in part and/or in whole, as well as on the grounds provided for by the anti-money laundering and counter-terrorist financing legislation, the Bank's internal documents, the General Terms and Conditions, including in the event of:
- a) impossibility for the Bank to take measures to properly verify the Client and/or the transactions/transactions performed by the Client, the Client's Authorized Persons, persons in whose interests the Client performs transactions on the Account, confirming the compliance of the transaction with the requirements of the Applicable Legislation, including through the Mobile Application;
 - b) the Bank suspects that business relations and/or transactions/transactions are used by the Customer for the purpose of money laundering, terrorist financing, financing of proliferation of weapons of mass destruction;
 - c) in the opinion of the Bank, the Client carries out dubious, unusual, suspicious, fraudulent transactions;
 - d) grounds to believe that the Client's/Client's counterparty's operations, transactions, actions are subject to international economic sanctions or are aimed at evading international economic sanctions;
 - e) the existence of sanctions against the Client/the Client's counterparty imposed in accordance with the jurisdiction of any country (European Union, USA, Great Britain and others) or a state and/or international organization (including, but not limited to, OFAC, OFSI, ECFR, UN SECURITY COUNCIL, FATF);
 - f) the Client's refusal to provide the Bank with documents and/or data, and/or additional information, including written explanations (including on the tax residency of the Client and/or his beneficial owner, on the source of origin of money, on their intended use)), their untimely submission, and/or their incomplete submission, invalid/inaccurate documents/information, or if the document contains signs of forgery/falsification, as well as submission of documents in the form/type that do not meet the requirements of the current legislation, and/or international agreements, and/or internal regulatory documents of the

Bank;

- g) submission by the Client to the Bank of unreliable, incorrect, distorted, contradictory, incomplete information, including when the Client intentionally misleads the Bank and its employees, for the purpose of providing services by the Bank to the Client, conducting transactions, accepting and servicing a foreign exchange agreement and other grounds, submitting falsified documents and information;
 - h) when the Customer performs or attempts to perform transactions in prohibited activities in accordance with the requirements of the Applicable Law and/or illegally transfers the Account/Card for management/use/possession to third parties;
 - i) on the grounds provided for by the current legislation, including on combating the legalization (laundering) of proceeds from crime and the financing of terrorism, foreign legislation provided for by international treaties ratified by the Republic of Kazakhstan;
 - j) if the Customer and/or the Customer's Authorized Persons are included in the national list of persons associated with the financing of terrorism and extremism and/or in the list of persons or organizations subject to global international economic, political and other sanctions, and/or in the intrabank list of persons and organizations, including in cases where the Bank may entail the application of restrictions and/or the above sanctions to the Bank;
 - k) when there is information about the Client's participation in extremist and terrorist activities, their being under the control of such organizations and persons, or acting at the direction of such organizations;
 - l) if the Card Transaction performed by the Client is recognized by the Bank or the Payment System as fraudulent;
 - m) in case of the Customer's refusal to undergo Biometric identification when he is serviced by the Bank;
 - n) if the Bank detects that there is a threat of improper performance of any of the Client's obligations under the General Terms and Conditions (including, but not limited to, challenging the validity of the terms of the General Terms);
 - o) if one party/participant of the transaction/transaction or obligation under the transaction is a person registered/located in a country with significant risks of money laundering and terrorist financing, determined by an international organization or a foreign state, or if such a person participates in the execution of this transaction/transaction;
 - p) if, in the process of studying the transactions performed by the Client, there are suspicions that they are carried out for the purpose of legalization (laundering) of proceeds from crime or financing of terrorism;
 - q) in case of the Client's refusal to provide the documents and information necessary for the proper verification of the Client, as well as consent to the collection, processing and transfer of the Client's data/personal data to the US Internal Revenue Service in accordance with FATCA requirements, to the tax services of the Organizations for Economic Cooperation and Development in accordance with the requirements of the OECD, including through the authorized state bodies of the Republic of Kazakhstan, except for cases when such closure is not allowed in accordance with the requirements of the Current legislation;
 - r) if the Bank believes that the requirements of the Agreement, Applicable Laws and Foreign Legislation affecting the Bank's activities, internal procedures and conditions of the Bank that are public and the correspondent bank are violated, may be violated, as well as in the event of sanctions in accordance with the jurisdiction of any country, international organization, which apply to the Bank and the Client (including, but not limited to, related to the type of transaction, with the country of registration and (or) location of the Client, as well as payments made to or from these countries);
 - s) changes in the norms of the current legislation, foreign legislation, these General Conditions, international treaties ratified by the Republic of Kazakhstan;
 - t) in other cases that may be used to carry out illegal actions against the Bank and its Customers to the detriment of their interests;
- 40.12. The Bank shall have the right to demand from the Customer any documents/information which, in the sole opinion of the Bank, are necessary for the provision of banking services to the Customer, including, without limitation, crediting/debiting of money and depositing/withdrawing cash to/from the Account(s)/Payment Card Account. At the time of studying the provided documents/information, the Bank has the right not to conduct the Client's transactions.
- 40.13. In the event that the documents/information requested by the Bank have not been provided or do not satisfy the Bank for any reason, the Bank has the right to refuse to provide banking services to the Client, whose rights to use the account will be restored with the consent of the Bank;
- 40.14. The Client is aware and agrees that in accordance with the current legislation regulating the anti-money laundering and countering the financing of terrorism, the Bank has the right to refuse to carry out or suspend any transaction on the Account/Account of the Client's payment card. At the same time,

- the refusal to perform a transaction on the Customer's Account/Payment Card Account, as well as the suspension of the transaction in accordance with the Current legislation, are not grounds for the Bank's civil liability for violation of the terms of the relevant applications (obligations);
- 40.15. On the basis of the General Terms and Conditions, the Bank has the right to suspend debit transactions on the Account/Payment Card Account with the subsequent closure of the Account/Payment Card Account, if the Bank has received a duly certified copy of the document confirming the fact of the Customer's missing / death / declaration of death.
- 40.16. Disbursement of money from the account/Payment card account of a deceased/declared deceased Customer is made to heirs/other persons authorized in accordance with the Current legislation minus the Bank's commissions in accordance with the Bank's Tariffs within the terms and on the basis of documents established by the Current legislation and internal documents of the Bank.
- 40.17. The Bank has the right to block money on the Customer's Account/Payment Card Account (suspend debit transactions) in the presence of any unfulfilled obligations arising from the agreements concluded between the Bank and the Customer.
- 40.18. In accordance with the procedure provided for in these General Conditions, the Client shall:
- 1) provide the Bank with all the necessary documents for the conclusion of a banking service agreement/receipt of banking products/services/transactions, as determined by the current legislation and internal documents of the Bank;
 - 2) provide the Bank with information and documents necessary for the Bank to perform its obligations under the current legislation, including information on beneficial owners, documents confirming the validity of payments and currency transactions (copies of agreements and/or contracts and/or agreements, etc., relevant written explanations), on the source of origin of money, their intended use;
 - 3) fully comply with the requirements of the current legislation, including currency legislation and legislation on combating the legalization (laundering) of proceeds from crime and the financing of terrorism, international economic sanctions when receiving banking products/services/conducting transactions;
 - 4) to submit and/or ensure the provision at the first request of the Bank within the time limits established by the Bank, of any documents and information, including on the source of origin of money, their intended use, requested by it for the purposes of currency control, compliance with the requirements of the current legislation, including on combating money laundering and financing of terrorism, compliance with the requirements of international economic sanctions, as well as to comply with all the requirements of the necessary "Know Your Client" or other similar procedures existing in the Bank and/or established by the Applicable Legislation, to collect, process and transfer the Client's data/personal data to the US Internal Revenue Service in accordance with the requirements of FATCA, to the tax services of the Organizations for Economic Cooperation and Development in accordance with the requirements of the OECD, including through the authorized state bodies of the Republic of Kazakhstan. The Customer's failure to provide the documentation and information requested by the Bank may be the basis for the Bank's suspension or refusal to provide payment services and/or the basis for the Bank's unilateral withdrawal from the banking service agreement in the manner prescribed by these General Terms and Conditions;
 - 5) at the request of the Bank, submit to the Bank substantiating and other documents and information necessary for the transaction in accordance with the current legislation;
 - 6) provide the Bank with consent to Biometric identification when servicing the Customer;
 - 7) not to carry out prohibited transfers/transactions for prohibited activities, including with digital assets, except for the requirements provided for by the current legislation, subject to the submission to the Bank of a supporting package of documents, including the existence of an agreement with a company authorized to carry out activities in the territory of the Republic of Kazakhstan.

ARTICLE 41. LIABILITY OF THE PARTIES. DISCLAIMER

- 41.1. Each Party shall be liable to the other Party for breach of its obligations under these General Terms and Conditions in accordance with the Applicable Law and the said documents.
- 41.2. The parties shall be liable to each other only for willful non-performance or improper performance of obligations under these General Conditions. In the event of a breach of the obligations under these General Conditions, the Parties shall only be liable to the extent of the actual damage.
- 41.3. The Client shall be liable for the legality of the transactions entered into by him/her, for the legality of the payment and the proper execution of payment documents, as well as for the losses incurred by the Bank in connection with the execution of an erroneous payment order by the latter within the amount of the erroneous payment order in case of violation of these General Terms and Conditions by the Client.
- 41.4. The Bank shall be liable to the Client for improper execution of the Client's instructions for payment or transfer of money in the amount and in the manner established by the Current legislation.
- 41.5. The Parties shall not be liable for cases of non-performance or improper performance of obligations under these General Terms and Conditions, if such cases were the result of the occurrence of force

majeure circumstances specified in clause 20.1. Article 20 of these General Conditions.

41.6. In order to protect against Unauthorized Payments on the Customer's Account/Payment Card Account, the Bank shall perform the following actions (but not limited to):

- 1) when performing transactions on the basis of original payment documents on paper, the Bank shall visually verify the signatures of the Authorized Persons and the Customer's seal, on the payment document with a sample signatures and seal impression available at the Bank, for individuals - with a sample signature on the identity document;
- 2) when performing transactions on the basis of the Client's electronic payment documents, protection against Unauthorized Payments is carried out in the manner provided for by the relevant conditions.

41.7. The client is responsible for:

- 1) For improper use of the Card and/or non-fulfillment, improper performance of the General Terms and Conditions in full of the damage caused to the Bank and/or third parties;
- 2) For non-performance or improper performance by the Additional Card holder of the requirements for the use of the Cards and these General Terms and Conditions in the full amount of the damage caused to the Bank;
- 3) for losses incurred by the Bank and/or third parties as a result of unauthorized use of the Card/Mobile Application by third parties, which were caused before the Cardholder and/or the Bank Additional Card Holder notified of the fact of loss/theft of the Card/Login/PIN code/Password/Password 3D Secure/SMS message with a password or one-time code, or the use of these data by an unauthorized person and blocking of the Card by the Bank;
- 4) For non-return/untimely return to the Bank of money erroneously credited to the Payment Card Account - in the amount of the unreturned/untimely returned amount;
- 5) For all Card Transactions, including those made using the Card details, to pay for goods and/or services on the Internet, by postal and/or telephone orders, as well as in the Mobile Application.

41.8. The Bank is not responsible:

- 1) In case the currency restrictions of the Cardholder's country of residence, as well as the established limits/restrictions on the amount of cash withdrawal from ATMs or in the Cash Depository may affect the interests of the Cardholder to any extent;
- 2) For the goods purchased with the Card and then returned by the Title Certificate, the Bank shall reimburse the cost of the goods only in a non-cash manner by crediting the money to the Customer's Payment Card Account on the basis of a credit transaction executed by the Title Certificate;
- 3) In case the details of the Card / CVV / CVC code / PIN code / Login / Password / Password 3D Secure / SMS message with a password or one-time code have become known to third parties //providing access to the Mobile Application to third parties through the fault of the Client/Cardholder;
- 4) For the impossibility of performing the Card Transaction due to the lack of connection between the IPS and the PTS/POS, as a result of which the request for the Card Transaction is not received by the Bank;
- 5) For the consequences of untimely blocking of the lost/stolen Card by the Cardholder, as well as in case of unauthorized use of the Card/unauthorized access to the Account/Payment Card Account/Mobile Application by third parties;
- 6) For the impossibility of performing a Card Transaction on the Payment Card Account in the event of seizure of money or suspension of transactions on the Payment Card Account on the basis of acts of authorized bodies and officials presented in accordance with the Current legislation, as well as in cases of suspension of debit transactions when payment documents that do not require acceptance are entered in the card index, until the obligations on them are fully repaid;
- 7) for damage caused to the Cardholder in connection with the transfer by the Cardholder to third parties of the details of the Card/CVV/CVC-code/PIN/Login/Password/3D Secure Password/SMS message with a password or one-time code/provision of access to the Mobile Application to third parties;
- 8) Failure of the functioning of the Ministry of Railways, electronic devices, ATMs over which it does not have direct control;
- 9) For Card Transactions), including those made using the card details, for payment for goods and/or services via the Internet, by mail and/or telephone orders, as well as in the Mobile Application in case of successful login to the Mobile Application using the Login/Password/PIN code of the Cardholder/Client;
- 10) In the event that information (text messages about banking transactions, movements on the Account/Payment Card Account, etc.) received or sent from the mobile phone number specified in the Application as a result of (but not limited to) theft/loss of a mobile phone/Login/Password, fraud and other actions, becomes known to telecommunications employees and other third parties;
- 11) For possible disclosure of information constituting bank secrecy to third parties, fraud and other actions in cases of loss/theft of a mobile phone/Login/Password, at the number of which the SMS-informing/push notification services (pop-up messages on the mobile phone screen) are provided for transactions carried out in the Mobile Application, until the service is blocked;

- 12) Disputes and disagreements arising between the Cardholder and the Mobile Operator in all cases where disputes and disagreements on the SMS-informing service arise through no fault of the Bank;
- 13) For additional expenses/losses of the Customer/Cardholder related to the currency conversion of transactions/Card Transactions as a result of the Overdraft on the Account/Payment Card Account;
- 14) The Client or the Counterparty assumes the risks and all consequences (including losses and lost profits) that may arise in connection with the restrictions and prohibitions established by:
 - 1) state bodies of the Republic of Kazakhstan, the Bank, its correspondent banks, providers of electronic services, interbank money transfer systems, other payment systems and electronic money systems, their operators, other persons whose participation is necessary for the transaction;
 - 2) Foreign legislation affecting the Bank's activities, when any participant, bank participating in the transaction carried out by the Bank (or with its participation) and its Client or counterparty is located or temporarily located in the territory of foreign states;
 - 3) sanctions in accordance with the jurisdiction of any country, international organization, which apply to the Bank, the Client or the counterparty and its transactions (including, but not limited to, related to the type of transaction, with the country of registration and (or) location of the Client or counterparty and its officers, shareholders or participants, beneficial owners, subsidiaries and associated organizations, as well as payments made to these countries or to these persons or from these countries or from these countries through these persons) conducted by the Bank or through the Bank, as well as through the Bank's channels.
- 15) for these risks and consequences (including losses and lost profits). This condition also applies to cases related to the verification of payment/transfer by a correspondent bank or to the activities of financial (investment) pyramids, investigations or other measures in terms of transactions carried out by the above persons and state bodies of foreign states, as well as to penalties, fines, and other consequences caused by these measures.
- 16) for refusal to enter into business relations, termination of the contract, refusal to conduct, as well as suspension of any operations in accordance with this article.

ARTICLE 42. DISPUTE RESOLUTION

- 42.1. The Client is obliged to immediately verify all information received from the Bank, including that specified in the Notifications. In addition, the Client is obliged to check the correctness of the execution of the Client's orders by the Bank. In case the Customer discovers any inaccuracies, incorrect and/or incomplete execution, the presence of unauthorized transactions, he/she must immediately notify the Bank orally by phone, and then in writing within 1 (one) business day.
- 42.2. For all disputes, the Client shall submit a written request to the Bank. The Bank, depending on the merits of the dispute, independently determines the period for its consideration, but not more than 15 (fifteen) calendar days from the date of its receipt by the Bank (from the date of registration with the Bank) in accordance with the Bank's internal documents. In certain cases, provided for by the Current legislation, the terms of consideration of the request may be extended, and the Bank shall notify the Client of such extension.
- 42.3. In case the Client's claim is recognized as justified, the Bank makes adjustments to the transaction, as well as other necessary actions to resolve the situation;
- 42.4. If the Customer's claim is found to be unfounded, the Customer shall reimburse the Bank for all possible costs related to the consideration of the claim. The Bank shall have the right to debit the Account/Payment Card Account from the Account/Payment Card Account on the basis of these General Terms and Conditions and without any additional consent of the Client.

ARTICLE 43. JURISDICTION. GOVERNING LAW

- 43.1. In relation to any account, these General Terms and Conditions shall be governed by and construed in accordance with Applicable Law.
- 43.2. With respect to any account, the courts of the Republic of Kazakhstan shall have exclusive jurisdiction to resolve any disputes arising out of or in connection with these General Terms. Both the Client and the Bank finally accept the jurisdiction of such courts.

ARTICLE 44. FINAL PROVISIONS

- 44.1. These General Conditions, the Application/Application for Opening a Bank Account supersede all previous written or oral agreements and understandings that existed between the Parties. The Bank has the right to change the terms of the current General Terms and Conditions and the Bank's Tariffs with notification of the Customer in the manner provided for by these Terms and Conditions, except for the terms and conditions that are amended by agreement with the Customer.
- 44.2. In the event that any one or more of the provisions contained in these General Terms/Application/Account Application is found to be invalid, illegal or unenforceable in any respect

- under any applicable law, the validity, legality and enforceability of the remaining provisions contained therein shall not be affected. In such cases, the Bank has the right to unilaterally change the provisions of these General Terms and Conditions in accordance with the requirements of the current legislation.
- 44.3. The Bank reserves the right to amend these General Terms and Conditions by notifying the Customer of such changes 5 (five) calendar days prior to their entry into force, except for those conditions the unilateral amendment of which is prohibited by the Applicable Laws, and the Bank shall be entitled to independently determine the methods of notification of the Customer provided for in these General Terms and Conditions. The Client assumes responsibility and all possible risks associated with not receiving information about changes to these General Conditions. Following the amendments, these General Terms and Conditions shall remain in effect as amended.
- 44.4. The Bank has the right to independently expand the range of new services provided by the Bank.
- 44.5. Notification of such services shall be communicated to the Customer by publishing information on the Bank's official website on the Internet, or at the Bank's branches/departments, or by sending a Notice to the Customer (confirmation of receipt of such Notice by the Customer is not required), or by entering additional information into the Account Statement/Payment Card Account. The information provided in this way automatically becomes an integral part of these General Terms and Conditions on the date and in the manner specified in the relevant communication.
- 44.6. All documents related to these General Terms and Conditions are drawn up in the state language of the Republic of Kazakhstan and/or Russian. In the presence of discrepancies, the Russian version has the advantage. The Client's statements/instructions may be completed and signed by the Client in any of the specified languages acceptable to the Client.
- 44.7. The Parties have hereby determined the basic principles of the relationship, and any disagreements and disputes between the Parties shall be resolved on the basis of these principles in the process of fair negotiations. In the event that such disputes are not settled in the process of fair negotiations, the Parties will resort to the assistance of the court at the location of the Bank or its branch, at the discretion of the Bank. Relations that are not expressly regulated by these General Terms and Conditions and the signed Statement shall be governed by the procedures established by the Current Legislation.
- 44.8. Any amendments and additions to the Application shall be valid if they are signed by the Parties, except for amendments and additions made by the Bank unilaterally in accordance with these General Terms and Conditions and the signed Application. When signing the Application, amendments and additions thereto, the Bank has the right to use an analogue of the handwritten signature (facsimile) of the Authorized Person and the imprint of the Bank's seal. It is allowed to use means of facsimile copying of the signature, electronic digital signature when making a transaction, if it does not contradict the current legislation or the request of one of the participants. At the same time, the Client confirms that the use of the facsimile is recognized by him as the original.
- 44.9. The Parties acknowledge that these General Conditions and the signed Statement do not contain onerous conditions, are not onerous, and properly reflect the relationship of the Parties based on their reasonably understood interests.
- 44.10. Everything that is not provided for or regulated by these General Terms and Conditions is governed by and regulated by Current Legislation.

ANNEX 1

General Terms and Conditions for conducting transactions, opening, maintaining and closing bank accounts and payment cards of Freedom Bank Kazakhstan JSC

Table of Payment Card Spending Limits and Limits

| Segment | Product | POS terminal (Retail) | | Payment on the Internet | | Ability to change limits/limits |
|-----------------|---|---|---|---|--|--|
| | | Tokenized transaction | Card transaction | Tokenized transaction | Card transaction | |
| Mass segment | Invest Card (Mastercard Gold/ World); Broker Card* (Mastercard Gold/ World) | Without restrictions in accordance with the internal documents of the Bank/acquiring bank | <u>5 000 000 KZT</u> | Without restrictions in accordance with the internal documents of the Bank/acquiring bank | Without restrictions using 3 Ds code; <u>100,000 tenge</u> per month without using 3Ds code | It can be changed upon the Client's verbal request to the Contact Center for 30 (thirty) days / independently in the Mobile Application for the specified period / on the basis of the relevant application for the establishment of restrictions/limits or the application for the issuance of the Card (if there is a relevant clause therein) submitted by the Client to the Bank's branch/branch |
| | Multi-currency card (Mastercard Gold/World, Visa Rewards); Deposit Card (Mastercard Gold/ World, Visa Rewards); Freepay (Mastercard Gold/ World, Visa Rewards) | | | | | |
| Premium segment | Invest Card (MasterCard World Elite; Visa Infinite) Broker Card* (MasterCard World Elite; Visa Infinite) Multi-currency card (Mastercard World Elite; Visa Infinite) Deposit Card (Mastercard World Elite; Visa Infinite) | | <u>15,000,000 tenge</u> (equivalent in other currency) per month | | <u>1,000,000 tenge</u> per day without the use of 3Ds code | * except for limits and restrictions approved by the Bank's internal product documents |
| Segment | Product | ATMs | POS Terminal (Cash) | POS terminal (Retail) | Pay online | Ability to change limits/limits |

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| | | In the Bank's network | In the acquiring bank's network | At the Bank's cash desks | At the cash desks of the acquiring bank | In the Bank's network | In the acquiring bank's network | In the Bank's network | In the acquiring bank's network | |
|--|--|---|--|---------------------------------|--|--|--|---|--|--|
| Mass segment | Children's Card (Mastercard Gold/ World; Visa Rewards) | 100,000 tenge (equivalent in other currency) per month | | | | 500,000 tenge (equivalent in other currency) per month | | Unlimited using 3 Ds code; 20,000 tenge per month without using 3Ds code | | It can be changed upon the Client's verbal request to the Contact Center for 30 (thirty) days / independently in the Mobile Application for the specified period / on the basis of the relevant application for the establishment of restrictions/limits or the application for the issuance of the Card (if there is a relevant clause therein) submitted by the Client to the Bank's branch/branch |
| Mass segment | Freedom Box Individual Entrepreneur (Mastercard Gold/ World; Visa Rewards) | 2 000 000 KZT (equivalent in another currency) per day | | | | 1,000,000 tenge (equivalent in another currency) per day | | Unlimited using 3 Ds code; 50,000 tenge per month without using 3Ds code | | It can be changed by the Client's verbal request to the Contact Center for 30 (thirty) days / on the basis of the relevant application for the establishment of restrictions/limits or the application for the issuance of the Card (if there is a relevant clause in it) submitted by the Customer to the Bank's branch/department, but not more than the restriction/limit on cash withdrawal on all bank accounts of this IP in the amount of 20,000,000 tenge (equivalent in another currency) per month |
| IE/LE (Small Business (MB); Medium-sized businesses (SB); Large Business (KB) | Corporate payment card (Mastercard Gold /World/ Business/ Business Preferred; Visa Business) | 2 000 000 KZT (equivalent in another currency) per day | | | | | | Unlimited using 3 Ds code; 50,000 tenge per month without using 3Ds code | | It can be changed upon the Client's verbal request to the Contact Center for 30 (thirty) days / on the basis of the relevant application for the establishment of restrictions/limits or the relevant application for the issuance of the Card (if there is a relevant clause therein) submitted by the Customer to the Bank's branch/department, but not more |

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| | | | | | than the restriction/limit on cash withdrawals on all bank accounts of this IE/LE in the amount of 20,000,000 tenge (equivalent in another currency) per month for the IB; Legal entity in the amount of 120,000,000 tenge (equivalent in another currency) per month for SB; Legal entity in the amount of 150,000,000 tenge (equivalent in another currency) per month for CB. |
|---|---|--|--------------|--|---|
| General Transaction Limits/Limits* | | | | | |
| | | ATMs/ POS Cash Terminals / POS Retail Terminals | | Payment via the Internet | |
| Packages | Classic/ Gold/ Platinum/ Elite | 300 000 tenge/ 1 000 USD/ 1 000 EUR | | 0 | It can be changed upon the Client's verbal request to the Contact Center for 30 (thirty) days / independently in the Mobile Application for the specified period / on the basis of the relevant application for the establishment of restrictions/limits or the application for the issuance of the Card (if there is a relevant clause therein) submitted by the Customer to the Bank's branch/department. |
| <ul style="list-style-type: none"> for payment cards issued before 01.09.2021 | | | | | |
| General restrictions/limits on card-to-card money transfer transactions (including by phone number) established by the Bank (not subject to change/withdrawal) | | | | | |
| Segment | Product | Limit on the number of card transfer transactions per day | | Limit on the number of card transfer transactions per month | |
| | | Inbound P2P | Outbound P2P | Inbound P2P | Outbound P2P |
| Mass segment | Invest Card (Mastercard Gold/ World) | | | | |
| | Broker Card (Mastercard Gold/ World) | | | | |
| | Multi-currency card (Mastercard) | 20 | 20 | 100 | 100 |

**General Conditions for Operations, Opening, Maintenance and Closing
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| | | | | | |
|--|--|---|---|--|---|
| | <p>Gold/World, Visa Rewards)</p> <p>Deposit Card (Mastercard Gold/World, Visa Rewards)</p> <p>Freepay (Mastercard Gold/World, Visa Rewards)</p> <p>Children's Card (Mastercard Gold/World; Visa Rewards)</p> | | | | |
| Premium segment | <p>Invest Card (Mastercard World Elite; Visa Infinite)</p> <p>Broker Card (Mastercard World Elite; Visa Infinite)</p> <p>Multi-currency card (Mastercard World Elite; Visa Infinite)</p> <p>Deposit Card (Mastercard World Elite; Visa Infinite)</p> | - | - | - | - |
| General restrictions/limits on card-to-card money transfer transactions (including phone number) (not subject to change/withdrawal) | | | | | |
| | IPS Master Card | | | IPS Visa | |
| Limit on the amount of transfer per transaction (within the AC) | 5,000 USD (equivalent in other currency) | | | 2,500 USD (equivalent in other currency) | |

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| | | |
|--|---|---|
| Limit on the amount of transfer per transaction (outside the Republic of Kazakhstan) | 5,000 USD (equivalent in other currency) | 2,500 USD (equivalent in other currency) |
| Limit on the number of transfer transactions per day | - | - |
| Limit on the amount of transfer transactions per day (within the RK) | 20,000 USD (equivalent in another currency) | 20,000 USD (equivalent in another currency) |
| Limit on the amount of transfer transactions per day (outside the Republic of Kazakhstan) | 10,000 USD (equivalent in other currency) | 10,000 USD (equivalent in other currency) |
| Limit on the number of transfer transactions per week | - | - |
| Limit on the amount of transfer transactions per week (within the AC) | 50,000 USD (equivalent in other currency) | 50,000 USD (equivalent in other currency) |
| Limit on the amount of transfer transactions per week (outside the Republic of Kazakhstan) | 25,000 USD (equivalent in other currency) | 25,000 USD (equivalent in other currency) |

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| | | |
|---|---|--|
| Limit on the number of transfer transactions per month | - | - |
| Limit on the amount of transfer transactions per month (within the AC) | 100,000 USD (equivalent in other currency) | 100,000 USD (equivalent in other currency) |
| Limit on the amount of transfer transactions per month (outside the Republic of Kazakhstan) | 50,000 USD (equivalent in other currency) | 50,000 USD (equivalent in other currency) |
| General banking restrictions/limits on foreign exchange transactions in the remote banking system for card transactions | | |
| 1,500,000 US dollars, 1,500,000 euros, 80,000,000 Russian rubles per day | | |
| List of countries excluded from participation in card-to-card money transfers at the request of international payment systems: | | |
| IPS Visa | <i>Cuba, Iran, India (credit cards), Sudan, Syria, United States, North Korea, Russian Federation</i> | |
| IPS Mastercard | <i>Cuba, Iran, Sudan, Syria, North Korea, Crimea, Russian Federation</i> | |
| List of countries excluded for AML/CFT purposes: | | |
| <p>– Countries that do not comply with the recommendations of the Financial Action Task Force on Money Laundering (FATF), the list of which is posted on the official website of the authorized body: https://websfm.kz/fatf/</p> <p>– Countries included in the top 10 of the Global Terrorism Index according to the https://gtmarket.ru/ratings/global-terrorism-index website, with the exception of non-cash payments for services/goods through POS terminals.</p> <p>The limit on the amount of a transaction carried out in an offshore zone is up to 5,000,000 tenge (the list of offshore zones is established by the Resolution of the Board of the Agency of the Republic of Kazakhstan for Regulation and Development of the Financial Market dated February 24, 2020 No 8)</p> | | |

| |
|--|
| Notes: |
| <p>The client has the right to set/change/cancel spending limits/restrictions on both the main and additional cards.</p> <p>The Customer has the right to contact the Contact Center by phone and temporarily set/change/cancel the spending limits/restrictions on the payment card.</p> <p>Setting/changing/canceling spending limits/restrictions on the payment card shall be carried out by the Contact Center Operator upon the Client's call for 30 (thirty) days. If it is necessary to establish/change/cancel a spending limit/restriction for a period of more than 30 (thirty) days, the Customer must submit an application to the Bank's branch/branch.</p> <p>The Client has the right to independently change/cancel spending limits/restrictions in the Mobile Application for the specified period.</p> <p>Being in high-risk countries, the Bank recommends making purchases with a payment card only in large stores of well-known brands, and receiving cash - at branches of world-famous banks, airports or hotels.</p> |

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Daily limits are set every 24 hours from the time of the first transaction. In case of performing a card transaction in a currency other than the currency of the payment card account, the daily limits shall be applied equivalent to the currency of the payment card account.

The parent has the right to set/change/cancel the spending limits/restrictions on the Children's Card.

A parent can set/change/cancel spending limits/restrictions on the Child Card by:

- Mobile application;
- Contact Center 595;
- branch/branch of the Bank.
- With the Children's Card, it is not possible to make purchases in wine shops, tobacco and religious shops, car rental, etc. Only categories under 18 years old.

The Client is prohibited from using the payment card for illegal purposes, including the purchase of goods and services prohibited by the current legislation of the Republic of Kazakhstan, as well as for transactions that cannot be carried out using the payment card in accordance with the legislation of the Republic of Kazakhstan. In case of suspicion that business relations with the Bank are used by the customer for the purpose of money laundering or terrorist financing, the Bank has the right to refuse to carry out transactions with the payment card, to issue/reissue the payment card, or to unilaterally close the payment card.

