



Approved by the decision of the meeting of the Management Board of Bank Freedom Finance Kazakhstan JSC dated November 17, 2023, Minutes No132
 Amendments and additions By the decision of the meeting of the Management Board of Bank Freedom Finance Kazakhstan JSC dated December 15, 2023, Minutes No 143
 Amendments and additions By the decision of the meeting of the Management Board of Bank Freedom Finance Kazakhstan JSC dated January 31, 2024, Minutes No05
 Amendments By the decision of the meeting of the Management Board of Bank Freedom Finance Kazakhstan JSC dated December 17, 2024, Minutes No149

STANDARD AGREEMENT OF COMPREHENSIVE BANKING SERVICES FOR A LEGAL ENTITY, INDIVIDUAL ENTREPRENEUR, PRIVATE NOTARY, PRIVATE BAILIFF, LAWYER, PROFESSIONAL MEDIATOR, PEASANT (FARM) ENTERPRISE IN FREEDOM BANK KAZAKHSTAN JOINT-STOCK COMPANY

This Standard Agreement for Comprehensive Banking Services of a Legal Entity, Individual Entrepreneur, Private Notary, Private Bailiff, Lawyer, Professional Mediator, Peasant (Farmer) Farm (hereinafter referred to as the Agreement) in Freedom Bank Kazakhstan Joint-Stock Company, hereinafter referred to as the "Bank", defines the standard conditions for opening and maintaining a current account of a legal entity, individual entrepreneur, private notary, private bailiff, lawyer, professional mediator, peasant (farm) enterprise), hereinafter referred to as the "Client". This Agreement establishes the procedure for opening, maintaining and closing current accounts, making payments, connecting to the Remote Access System, conducting safe operations and other services of the Bank, as well as establishes the rights, obligations, responsibilities and other features of the legal relationship between the Bank and the Client.

The Agreement is an adhesion agreement concluded in accordance with the provisions of Article 389 of the Civil Code of the Republic of Kazakhstan, the terms and conditions of which are the same for all Clients and can be accepted by the Client only by acceding to this Agreement as a whole on the basis of the Application form for comprehensive services (Annexes 1-2, 4-6 to this Agreement) (hereinafter referred to as the Application Form) and/or other relevant applications, agreements in the forms established by the Bank, duly executed and signed by the Client, as well as on the terms of the Rules on the General Terms and Conditions of Transactions of Freedom Bank Kazakhstan JSC, posted on the official website of the Bank, by providing/confirming in any way that does not contradict the requirements of the legislation of the Republic of Kazakhstan, including, but not limited to:

- in writing on paper;
- in the form of an electronic document signed with an electronic digital signature, dynamic identification;
- in any other way with the use of elements of protective actions that do not contradict the legislation of the Republic of Kazakhstan, which are determined by the Bank. At the same time, the accepted Application Form is an integral part of this Agreement.

Article 1. Terms and abbreviations used

Attorney	a citizen of the Republic of Kazakhstan who has a higher legal education, has received a license to practice law, is a member of the Bar Association and provides legal assistance on a professional basis within the framework of advocacy in accordance with the Law of the Republic of Kazakhstan "On advocacy and legal assistance"
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Authentication	confirmation of the authenticity and correctness of the electronic document by using the security procedure established by the Bank
Bank	“Freedom Bank Kazakhstan” JSC
Beneficiary's bank	a bank or an organization that carries out certain types of banking operations serving the beneficiary
Sender's bank	a bank or an organization that carries out certain types of banking operations serving the sender of money
Beneficiary	the person in whose favor the payment and (or) transfer of money is made
BIN	Business Identification Number
Biometric Identification	the procedure for establishing the identity of the Client in order to unambiguously confirm his rights to receive electronic banking services based on his physiological and biological characteristics
IRD	Internal regulatory documents
Value date	the date specified by the initiator of the payment and/or money transfer in the payment document when the money is to be credited to the beneficiary's bank account
Current legislation	the legislation of the Republic of Kazakhstan, foreign legislation affecting the Bank's activities in the financial market, effective at the time of the transaction/transaction and/or opening, maintenance, closure of a current account/registration of a foreign exchange agreement/provision of banking products, services of the Bank
Dynamic identification	the procedure for establishing the Client's identity in order to unambiguously confirm his/her rights to sign the Application Form and/or other relevant applications, agreements in the forms established by the Bank and to sign the Agreement by using a one-time (one-time) code
Proxy	written authorization of one person (principal) to represent on his behalf, issued by him to another person (attorney)
Identification document (hereinafter referred to as ID)	a document of the established form with information on the <u>personal data of an individual recorded in it</u> , allowing to establish the identity and legal status of its owner for the purpose of identification, issued on a tangible medium or in cases specified by the <u>Law of the Republic of Kazakhstan "On Identity Documents"</u> , in electronic form. Civil law transactions are made on the basis of the following documents: passport of a citizen of the Republic of Kazakhstan / identity card of a citizen of the Republic of Kazakhstan / residence permit of a foreigner in the Republic of Kazakhstan / certificate of a stateless person / foreign passport / birth certificate
AML/CFT Law	Law of the Republic of Kazakhstan "On Combating the Legalization (Laundering) of Proceeds from Crime and the Financing of Terrorism"
Application Form, Application	The Client's written request in the form of Appendix 1-2, 4-6 to this Agreement and/or other relevant applications, agreements in the forms established by the Bank, upon signing which the Client accepts the terms of service in the Bank and is an integral part of this Agreement

Identification	a set of measures to establish information about Clients, their representatives, beneficial owners as defined by the current legislation of the Republic of Kazakhstan, and to confirm the accuracy of this information using original documents and (or) duly certified copies and (or) state and other information systems.
Identification card	a plastic card with a magnetic stripe with digital information, which is used by the Customer as a means of access to the safe depository premises through a card reader (a device for reading information from the magnetic stripe of the identification card installed at the entrance door to the safe deposit depository premises) installed at the front door. The Client shall not return the identification card to the Bank after the expiry of the deposit box lease period.
IIC (Account)	the Client's individual identification code, which is the Client's bank account number
IIN	Individual Identification Number
Initiator	the person who presented the instruction for execution
Customer	a legal entity, an individual entrepreneur, a private notary, a private bailiff, a lawyer, a professional mediator, a peasant (farm) enterprise that has a current account with the Bank. If the reference to the "Client" is used in the provisions of this Agreement, taking into account the context of the relevant provision, it is assumed that in these cases it refers to the Client and/or the Client's representative
Multi-factor authentication	a method of user authentication using a combination of various parameters, including the generation and entry of passwords or authentication features (digital certificates, tokens, smart cards, one-time password generators and biometric identification tools)
Unauthorized access	access to information or functions of the Remote Access System by persons who are not authorized to do so
Notary	a citizen of the Republic of Kazakhstan who has reached the age of twenty-five years, has a higher legal education, at least two years of work experience in the legal profession, has undergone an internship with a notary for a period of at least one year, has been certified by the Attestation Commission of Justice and has received a license for the right to engage in notarial activities, unless otherwise provided by the Law of the Republic of Kazakhstan "On Notaries"
Operating day	the period of time during which the Bank accepts and processes by the Bank instructions, orders to suspend the execution of instructions or to withdraw such instructions
Revocation (cancellation) of the registration certificate	the procedure for recognizing the registration certificate as invalid (canceled) in the Certification Authority
Sender	the sender of the money or the beneficiary who gives the instruction
OTP-Token	a device that allows the Client to independently generate a unique sequence of electronic digital symbols intended for one-time use when logging in to the Remote Access System and/or authorizing electronic payments

Package of documents	documents submitted by the Client to the Bank for opening a current account in accordance with the requirements of the legislation of the Republic of Kazakhstan and/or IRD
Money transfer	consistent execution by the Bank of the Client's instruction to transfer money related to the execution of the payment or other purposes
Payment	Performance of a monetary obligation using cash and (or) payment instruments
Payment document	a document drawn up on paper or generated in electronic form, on the basis of or with

	with the help of which the payment and (or) transfer of money are carried out
Payment Instrument	payment document or electronic payment instrument, on the basis of or using which payment and (or) money transfer is made
Confidant	an individual and/or a legal entity representing the interests of the Client and authorized to perform various actions on his behalf in the Bank, according to the provided power of attorney issued in accordance with the procedure provided for by the Civil Code of the Republic of Kazakhstan
AML/CFT	Anti-Money Laundering and Countering the Financing of Terrorism
General Terms and Conditions Rules	Rules on the general conditions of operations of Freedom Bank Kazakhstan JSC, approved by the decision of the authorized body of the Bank
Representative/Authorized Person	a person acting on behalf of and in the interests or at the expense of the Client, making transactions and/or operations with money or other property, whose powers are confirmed by a power of attorney, contract, law or act of an authorized state body or local government body.
Safety Procedures	a set of organizational measures and software and hardware means of information protection designed to identify the Client when compiling, transferring and receiving electronic documents 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 documents
Professional mediator	a person with higher education, who has reached the age of twenty-five, who has a document (certificate) confirming the completion of training under the training program for mediators, approved in the manner determined by the authorized body in the field of mediation, and is included in the register of professional mediators
Direct debit of a bank Account	withdrawal of money by the Bank from the sender of money and its transfer in favor of the beneficiary on the basis of the prior permission of the sender of money on such withdrawal
Republic of Kazakhstan	Kazakhstan
Safe Operations	services provided by the Bank for the storage of securities issued in documentary form, documents and valuables of Clients, including the rental of individual safes (cells)

Safe depository	a pantry with safes (cells), each of which has its own individual number. A safe depository may be equipped with an automated system of access to safe deposit boxes provided using an identification card
Remote Access System	a set of telecommunications, digital and information technologies, software and equipment that provide communication between the Client and the Bank for obtaining electronic banking services, including the "FreedomOnline" and "Nova 24: System, posted on the Bank's website at the address: www.online.bankffin.kz ("FreedomOnline" system) and/or www.nova-24.kz ("Nova 24" system)
"FreedomOnline" system	an automated system of the Bank that provides the Client with the ability to remotely control their bank accounts opened at the Bank by exchanging Electronic documents, messages (instructions) between the Client and

	the Bank via the Internet via dial-up and other communication channels, using a personal computer or other devices;
"Nova24" system	an automated system of the Bank that provides the Customer with the ability to remotely control their bank accounts via the Internet, via dial-up and other communication channels, using a personal computer or other devices
SMS (OTP) – validation / one-time (one-time) code	a unique sequence of electronic numerical symbols created by software and hardware at the request of the Client and intended for one-time use when providing the Client with access to electronic banking services
Electronic digital signature tools	a set of software and hardware tools used to create and verify the authenticity of an electronic digital signature
Account	the current account opened by the Bank to the Client on the basis of the Application Form and this Agreement for the provision of services by the Bank provided for by the current legislation of the Republic of Kazakhstan and internal regulatory documents (IRD) of the Bank
Tariff	the amounts of commissions approved by the Bank for the banking services provided by the Bank, effective on the date of their execution, posted on the official website of the Bank www.bankffin.kz
Certification Authority	a legal entity certifying the compliance of the public key of the electronic digital signature with the private key of the electronic digital signature, as well as confirming the authenticity of the registration certificate
Indication	an order of the initiator of payment and/or money transfer to the Bank to make a payment and/or transfer of money, which is expressed in the form of an order, request or in the form of the Client's consent when using an electronic payment means or the Remote Access System
Unique identification code	unique identification code / alternative identifier containing individual details, including in the form of alphanumeric symbols, which allow identifying the client and making a payment and (or) transferring money through the payment system (electronic terminals)

Constituent documents	documents that serve as the basis for the activity of a legal entity
Authorized person of the Bank	an employee of the Bank authorized to sign documents in accordance with the power of attorney or the legislation of the Republic of Kazakhstan and/or authorized to certify documents with specimen signatures in accordance with the order of the branch director or a power of attorney
Authorized person of the Client	a person who has the right to sign documents in accordance with the legislation of the Republic of Kazakhstan and the Client's documents when performing transactions on behalf of the Client
Authorized Body	a state institution authorized to perform control functions of state control, established in accordance with the procedure established by the legislation of the Republic of Kazakhstan
Branch	a separate subdivision of the Bank, which is not a legal entity, located outside the location of the Bank, carrying out banking activities on behalf of the Bank and acting within the powers granted to it by the Bank
Private bailiff	a citizen of the Republic of Kazakhstan engaged in the practice of execution of enforcement documents without forming a legal entity on the basis of a private bailiff's license issued by an authorized body
Electronic banking services	services related to the Client's access to his/her Account, transactions through remote access to receive payment, information banking services.
Electronic document	a document in which information is presented in electronic digital form and certified by means of an electronic digital signature
Electronic payment document (EPD)	an electronic document on the basis of or with the help of which payments are made, certified by the Client's EDS
Electronic terminal (hereinafter referred to as ET)	an electronic mechanical device designed for cash transactions for accepting and (or) issuing cash or for carrying out other types of transactions, as well as for generating the relevant supporting documents, as well as a settlement web server for authorizing transactions on the Internet (payment gateway), on which the certificate and the operating system of electronic payments of the payment organization are installed
Electronic Digital signature (hereinafter referred to as EDS)	a set of electronic digital symbols created by means of an electronic digital signature and confirming the authenticity of an electronic document, its ownership and invariability of its content
Legal case	A duly executed package of documents formed, including by an employee of the Branch's sales department, which the Customer submits to the Bank when opening an Account
Website	the Bank's Internet resource reflecting information on the Bank's services and products at www.bankffin.kz
FATCA	The US Law "On Tax Control of Accounts" in Foreign Financial Institutions" (English – 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 on improving international tax discipline.

Other specific terms and designations in this Agreement are used in accordance with the meaning fixed in other IRD of the Bank, and in their absence in other IRD of the Bank in accordance with the meaning fixed in the current legislation or accepted in international banking practice.

Article 2. General Provisions

- 2.1 This Agreement has been developed in accordance with the current legislation and the Bank's IRD.
- 2.2 The Bank shall provide comprehensive settlement and cash services and services through the Remote Access System on the terms and conditions provided for in this Agreement, in accordance with the requirements of the current legislation, except for the cases provided for in Article 13 of the Rules on General Conditions.
- 2.3 The Bank shall make payments and money transfers at the request of the Clients, on the basis of the Client's instructions provided and signed in accordance with the requirements of the current legislation, except for the cases provided for in Article 13 of the General Terms and Conditions Rules
- 2.4 All transactions under the Agreement are carried out by the Bank on Operational Days, payment documents submitted to the Bank after the Operational Day are accepted for execution on the next Operational Day, except for the operation of replenishment of the account through ET.
- 2.5 The Bank is not responsible for unauthorized access to the Client's Accounts, in case of loss or transfer by the Client of information containing bank secrecy to third parties.
- 2.6 The Client is responsible for losses/damage caused to the Bank, both by the Client himself and by third parties who obtained/have access to the Client's Account through the fault or negligence of the Client, including the loss or transfer to third parties of information containing banking secrecy.
- 2.7 The Bank provides consulting services to the Client on the issues of execution of payment documents, and on the issues of comprehensive settlement and cash services.
- 2.8 By signing the Application Form, the Client gives his/her full and unconditional consent to the collection and processing of his/her personal data by the Bank, in accordance with the Law of the Republic of Kazakhstan "On Personal Data and Their Protection" and to the provision, in accordance with the Law of the Republic of Kazakhstan "On Personal Data and Their Protection", to the Bank of the consents of his/her officials, managers and other employees, as well as owners, participants – individuals for the collection, processing and distribution of personal data by the Bank.
- 2.9 If necessary, determined by the Bank, the Customer shall provide the Bank with documentary evidence of the consent collected by the Customer from the personal data subjects to the collection and processing of personal data, to the transfer of personal data to the Bank, and if it is impossible to document the existence of consents, shall collect such consents and then confirm their receipt to the Bank.
- 2.10 The Client shall be responsible for the lack of consent to the collection and processing of personal data, to the transfer of personal data to the Bank, and the processing of personal data by the Bank. In case of applying any measures to the Bank for violation of the legislation of the Republic of Kazakhstan on personal data and their protection, the Client undertakes to reimburse the Bank, at the request of the Bank, for any expenses and losses incurred by the Bank.
- 2.11 The Client hereby assures that the Client has previously obtained consent from the subjects of personal data for the cross-border transfer of their personal data by the Bank, including in accordance with subparagraph 1) of paragraph 3 of Article 16 of the Law of the Republic of Kazakhstan dated May 21, 2013 No 94-V "On Personal Data and Their Protection": at the request of the Bank, the Client will provide documentary evidence of their existence. This Agreement applies to all existing bank accounts of the Client with the Bank, as well as to those opened in the future.
- 2.12 In accordance with the current legislation, the remaining money in the accounts of individual entrepreneurs, a private notary, a private bailiff, a lawyer, a professional mediator, a peasant (farmer) farm) are subject to mandatory deposit insurance, in accordance with the Law of the Republic of Kazakhstan «On Mandatory guarantee (insurance) of deposits (deposits) placed in the second-tier banks of the Republic of Kazakhstan». The Client confirms that he is familiar with the Bank's participation in the mandatory deposit guarantee system, as well as the form of notification of the terms and procedure for payment of the guarantee refund, including the transfer of the unclaimed amount of compensation to the client's

pension account, which are posted on the Bank's official website at: www.freedombank.kz, as well as with the certificate of the Bank participating in the system of compulsory collective guarantee (insurance) of deposits of individuals.

- 2.13 The Client hereby confirms that prior to the conclusion of this Agreement, he/she has read and agrees with the Tariffs, the General Terms and Conditions posted on the Bank's official website: www.bankffin.kz, as well as with the possibility of revising the Tariffs by the Bank in accordance with the procedure provided for in this Agreement. In addition, information on the amount of the commission charged by the Bank for the services provided under this Agreement shall be announced to the Client at his request when applying to the Bank for the service.
- 2.14 The Client is familiar with and agrees that if at the time of the due diligence by the Bank and/or within the framework of compliance with the requirements of the current legislation, including the legislation on combating the legalization (laundering) of proceeds from crime and the financing of terrorism, the legislation of foreign states affecting the Bank's activities in the financial market, international economic sanctions by the Client, the requested The Bank has the right to impose temporary restrictions on the bank accounts available with the Bank until the actual submission of the requested information to the Bank, in accordance with the requirements of the legislation on combating the legalization (laundering) of proceeds from crime and the financing of terrorism, the legislation of foreign states affecting the Bank's activities in the financial market and/or internal regulatory documents of the Bank.
- 2.15 The Client hereby 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 further related to:
- 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) implementation by the Client of illegal, fraudulent, unlawful, criminal activities, including those related to the provision and/or transfer of the right to use the Client's Account by other third parties who do not have legal grounds for this (representative, attorney);
 - 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;
 - d) transactions/transactions aimed at circumventing and/or failing to comply with the requirements provided for by applicable law, including in the field of AML/CFT, international economic sanctions of the United States, the European Union, the UN, the United Kingdom and/or the General Terms and Conditions Rules, and fully assumes the obligation to comply with them.
- 2.16 The Client is hereby obliged to provide the Bank with up-to-date, complete and reliable information/package of documents/relevant written and/or oral explanations.
- 2.17 The Client hereby agrees to provide information on payments and/or money transfers made by him 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 authorities.
- 2.18 The Client hereby complies with all the requirements of the current legislation of a foreign country 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.
- 2.19 Prior to signing the Agreement and Applications, 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. The Client is notified of the Bank's obligation to take all necessary actions provided for by law in case of violation of the provisions of the current legislation by the Client and to notify law enforcement and other state authorized bodies of such violation.
- 2.20 The Client hereby accepts and agrees that the Bank has the right to suspend/refuse to open an Account and establish business relations, make a payment/transfer of the Client, accept and service a foreign

exchange agreement, provide any banking product/service on any of the grounds specified in Articles 2, 13 of the General Terms and Conditions.

- 2.21 The Client is hereby 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 are not grounds for the Bank's civil liability for violation of the terms of the relevant agreements (obligations).
- 2.22 The Client hereby accepts and agrees that the Bank shall not/will not be liable for the damage caused to the Client in case of suspension/refusal to execute the Client's payment/transfer on the grounds of clause 2.19 of this Agreement, as well as due to the suspension/refusal to execute the Client's payment/transfer by the correspondent bank.
- 2.23 The Client has hereby received, read, understood and agreed to the provisions of this Agreement, the General Terms and Conditions Rules 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 this Agreement and the General Terms and Conditions in full.
- 2.24 The Client hereby confirms that the provisions of this Agreement, the General Terms and Conditions are fully consistent with the interests of the Client, as well as do not contain any provisions that are burdensome for the Client.
- 2.25 The Client shall not hereby be entitled to refer to the absence of his/her signature on this Agreement, on the General Terms and Conditions, as evidence that the Agreement and the General Terms and Conditions have not been received by him/her.
- 2.26 The Client hereby reads and unconditionally agrees that the conditions specified in Articles 2, 13 of the General Terms and Conditions apply to all types of banking products/services, including when conducting operations/transactions and other cases.
- 2.27 The Client hereby grants the Bank permission to transfer information on certain currency transactions, the performance of which may be aimed at withdrawing money from the Republic of Kazakhstan, evading the requirements of the currency legislation of the Republic of Kazakhstan to the currency control and law enforcement agencies, 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 Law of the Republic of Kazakhstan "On Combating the Legalization (Laundering) of Proceeds from Crime and the Financing of Terrorism".

Article 3. Opening, Maintenance and Closing of Current Accounts § 1 Standard Conditions for Opening, Maintaining and Closing Current Accounts

- 3.1 The terms and conditions of this Agreement are defined in a standard form and can be accepted by the Client only by signing the Application Form, duly executed and signed by the Client. The Bank shall open an Account after accepting from the Client the Application Form and all documents that must be submitted to the Bank in accordance with the current legislation and the Bank's IRD, including information on beneficial owners, tax residency, source of origin, except for the cases provided for in Article 13 of the General Terms and Conditions. The account is opened no later than the next Operational Day, provided that the Client provides a full package of documents. The signing of the Application Form to this Agreement by the Client means the Client's accession to this Agreement as a whole.
- 3.2 The Customer is obliged to provide the Bank with the necessary documents for opening the Account(s) in accordance with the requirements of the Bank and the current legislation, as well as to provide the necessary additional documents specifying the details of the transaction or other documents that allow to determine that the Customer's activities are not related to the legalization (laundering) of money obtained by criminal means or the financing of terrorism, in violation of the requirements of international economic sanctions when conducting transactions on the Account(s) and provision of other banking services.
- 3.3 The second and subsequent Accounts under the Agreement shall be opened after the Bank accepts the Application form from the Client no later than the next Operational Day, in accordance with the requirements of the current legislation and the Bank's IRD.

- 3.4 The Client may also send an Application form for opening a second, additional account through the Remote Access System¹ or by contacting a branch of the Bank.
- 3.5 After opening the Account, the Bank provides the Client with a notification of the opening of the Account. To issue a notification of account opening, the Bank shall use the notification form (Appendix 3 to this Agreement).
- 3.6 The Client has the right to open an Account when applying for a bank account reservation. At the time of sending an application for booking an account, the Client fills out the appropriate application in the personal account of the official website of the Bank www.bankffin.kz, which, if filled out correctly, is accepted by the Bank for work. The Bank assigns a 20-digit Account to the Client with a notification to his e-mail address, temporarily blocks him from conducting debit and credit transactions, until the Client personally appears at the Bank for the identification procedure, and provides him with all the documents necessary to open an Account in accordance with the requirements of the Bank. In case of the Client's failure to appear at the Bank within 10 (ten) calendar days, the assigned 20-digit Account is canceled in accordance with the current legislation.
- 3.7 Opening, maintenance and closing of Accounts opened under the Applications, provision of payment services on them, performance of transactions, provision of other banking services under the Agreement shall be carried out in accordance with the Agreement, without conclusion of additional agreements, new agreements.
- 3.8 The Bank has the right, on the basis of this Agreement, without any additional consent of the Client, to make changes to the list of documents required for opening and banking services of the Account, provision of payment services, performance of transactions if required by the current legislation and/or the Bank's IRD. If, in connection with such changes, the Client is required to provide additional documents for the banking of the Account, the Client hereby agrees and undertakes to provide them in accordance with the list specified by the Bank.
- 3.9 In the event of changes in any documents submitted by the Client to the Bank, or the appearance of new data related to the Account (including, but not limited to, information about the Client, the Client's representatives, other similar information), the Client is obliged to notify the Bank thereof in writing within 3 (three) Operational Days. These changes become effective for the Bank only after receiving from the Customer the documents containing such changes and/or new documents.
- 3.10 The Bank shall carry out the following operations on the Account and provide banking services, including payment services related to its maintenance, subject to the provisions specified in Article 13 of the General Terms and Conditions:
- 1) opening accounts on the basis of the Client's Application Form;
 - 2) crediting of money received to the Account in favor of the Client;
 - 3) execution of the Client's instructions to transfer money between his accounts, and from the Account in favor of third parties in the manner provided for by this Agreement;
 - 4) execution of instructions of third parties to withdraw the Client's money from the Account on the grounds provided for by the current legislation and (or) this Agreement;
 - 5) accepting the Client's cash into the Account, including through electronic terminals, and issuing cash from the Account to him, in accordance with the procedure and on the terms provided for in this Agreement and the Law of the Republic of Kazakhstan "On Payments and Payment Systems";
 - 6) execution of the Client's instructions to conduct conversion (exchange) operations;
 - 7) provision of information on the amount of the Client's money on the Client's Account with the Bank and transactions performed in the manner and within the terms provided for by this Agreement;
 - 8) provision of other banking services to the Client provided for by this Agreement, current legislation and business practices used in banking practice.
- Services are provided, transactions are made both in the national currency of the Republic of Kazakhstan and in foreign currencies.

¹ if technically possible from the Bank

- 3.11 The Bank shall provide services, perform transactions in accordance with this Agreement, subject to the Client's payment for such services, transactions in accordance with the current Tariffs and submission of the necessary documents to the Bank.
- 3.12 The Bank has the right not to carry out, as well as to suspend the Client's transactions with money in the cases and in the manner provided for by the AML/CFT Law, as well as in cases where the transaction violates international sanctions, taking into account the provisions specified in Article 13 of the Rules on General Conditions.
- 3.13 Within the framework of this Agreement, the Bank opens a current account for the Client.
To open an Account, it is necessary to fill out the Application Form and provide a package of documents in accordance with the requirements of the current legislation, including when opening the second and subsequent accounts.
It is allowed to specify several accounts in one Application Form if the accounts are opened on the same Operational Day.
- 3.14 The Client has the right to dispose of the money on the Account in accordance with the norms of the current legislation and this Agreement. **The bank is obliged to:**
- 3.15 execute the Client's instruction within the Operational Day following the day of acceptance of the instruction, unless the terms of such instruction stipulate a different value date, taking into account the provisions specified in Article 13 of the General Terms and Conditions. If the conditions for the execution of the money transfer instruction are impracticable for the Bank and compliance with them may result in a delay in the transfer of money or additional costs, the Bank shall notify the Client thereof within the Operational Day (both written and oral notification is allowed), and thereafter the Customer's order shall be executed by the Bank taking into account the new date and time of its receipt.
If a payment document is received after the end of the Operational Day, the day and time of presentation of the payment document shall be the next Operational Day and the time of the beginning of this Operational Day.
- 3.16 Not later than the Operational Day following the day of receipt of money by the Bank, to credit in full to the Account the money received in favor of the Client, both in cash and in non-cash form (by transfer), provided that the Client provides the relevant documents in accordance with the requirements of the current legislation and the Bank's IRD.
- 3.17 Ensure the safety and accounting of money on the Client's Account.
- 3.18 To provide, at the request of the Client, information about the amount of money on the Client's Account and the transactions made by providing an account statement.
- 3.19 To guarantee bank secrecy on transactions performed on the Account and to provide certificates to third parties without the consent of the Client only in cases provided for by the current legislation.
- 3.20 Take the necessary measures to protect the personal data of the Client's authorized persons established by the legislation of the Republic of Kazakhstan on personal data and their protection, ensuring:
- 1) prevention of unauthorized access to personal data, i.e. to take and comply with the necessary measures, including legal, organizational and technical, to protect personal data in accordance with applicable law;
 - 2) timely detection of unauthorized access to personal data, if such unauthorized access could not be prevented;
 - 3) minimizing the adverse consequences of unauthorized access to personal data, including taking measures to destroy personal data if the purpose of their collection and processing is achieved, as well as in other cases established by the Law of the Republic of Kazakhstan "On Personal Data and Their Protection" and other regulatory legal acts of the Republic of Kazakhstan;
 - 4) provide information related to the Client within 3 (three) Operational Days from the date of receipt of the request of the Client or his/her legal representative, unless other terms are provided for by the laws of the Republic of Kazakhstan, and in case of refusal to provide information within a period not exceeding 3 (three) Operational Days from the date of receipt of the request of the Client or his/her legal representative, i.e. submit a reasoned response, unless otherwise provided for by the laws of the Republic of Kazakhstan;
 - 5) within 1 (one) Operational Day:

- a) change and (or) supplement personal data on the basis of relevant documents confirming their authenticity, or destroy personal data if it is impossible to change and (or) supplement them;
 - b) block personal data related to the Client, if there is information about the violation of the conditions for their collection, processing;
 - c) destroy personal data in case of confirmation of the fact of their collection, processing in violation of the current legislation, as well as in other cases established by the Law of the Republic of Kazakhstan "On Personal Data and Their Protection" and other regulatory legal acts of the Republic of Kazakhstan;
 - d) to remove the blocking of personal data in case of non-confirmation of the fact of violation of the terms of collection, processing of personal data. **The Bank has the right to:**
- 3.21 Refuse to execute the Client's orders to conduct banking operations, if there are arrests/restrictions on the Account imposed on the basis of the determination/resolutions/decisions of the authorized bodies, including on the basis of the AML/CFT Law, of foreign states affecting the Bank's activities in the financial market, as well as if there are facts indicating that the Client violated the current rules for the execution of payment documents and the terms of their submission to the Bank. The execution of the Client's orders is carried out in accordance with the norms of the current legislation, taking into account the provisions specified in Article 13 of the General Terms and Conditions.
 - 3.22 Withdraw money from the Client's Account, without his prior consent, in cases of erroneous crediting of money to the Account, the formation of debts for payment of cash and settlement services provided by the Bank, and in other cases provided for by the current legislation.
 - 3.23 Establish the list and procedure for protective actions against unauthorized payments made by the Client through the Bank, in accordance with the current legislation.
 - 3.24 Require from the Client any documents/information which, in the opinion of the Bank, are necessary for the provision of banking services to the Client, including, without limitation, depositing/debiting money and depositing/withdrawing cash to/from the Account.
 - 3.25 Refuse to provide banking services to the Client if the documents and information requested by the Bank have not been provided or do not satisfy the Bank for any reason, or if the Client's order contradicts the requirements of current legislation, taking into account the provisions specified in Article 13 of the Rules on General Conditions.
 - 3.26 Refuse the Client to open an Account and establish business relations, provide any banking products/services, conduct operations/transactions, accept a foreign exchange agreement in the manner prescribed by the AML/CFT Law, including on the grounds specified in Article 13 of the General Terms and Conditions.
 - 3.27 Suspend and/or refuse to carry out a transaction if one of the parties to this transaction is, including on the grounds specified in Article 13 of the Rules on General Conditions:
 - 1) an organization or person included in the list of organizations and persons associated with the financing of terrorism and extremism;
 - 2) a legal entity directly or indirectly owned or controlled by organizations or a person included in the list of organizations and persons associated with the financing of terrorism and extremism;
 - 3) an individual or legal entity acting on behalf of or at the direction of organizations or a person included in the list of organizations and persons associated with the financing of terrorism and extremism;
 - 4) a legal entity or individual who is not included in the list of organizations and persons associated with the financing of terrorism and extremism, but is suspected of financing terrorism and extremism or is associated with terrorism and extremism.
 - 3.28 Terminate the business relationship with the Client without giving any reason and refuse to execute the Client's orders related to transactions on the Account on the grounds specified in Article 13 of the General Terms and Conditions:
 - 1) impossibility of the Bank to carry out proper due diligence or banking operations carried out by the Client;
 - 2) suspicious/suspicious transactions carried out by the Client;

- 3) on other grounds, as a result of which the Bank has reason to believe that the transaction contradicts/violates the requirements established by the AML/CFT Law and/or the Bank's IRD.
- 3.29 Unilaterally terminate the Agreement in case of violation by the Client of the requirements of the current legislation committed by him when opening an Account under the Agreement, as well as in other cases provided for by the Agreement and the current legislation, including on the grounds specified in Article 13 of the General Terms and Conditions, notifying the Client no later than 3 (three) calendar days before the expected date of termination, unless another period is provided for by the current legislation.
- 3.30 For failure to notify the Bank within one Operational Day after receiving a statement on the amounts of money erroneously credited to the Customer's Account, the Customer shall pay the Bank a penalty in the amount of 0.01% (zero-point one percent) for each day of misuse of other people's money, of the amount of money erroneously credited to the Customer's Account, but not more than 5% (five percent) of the amount of money erroneously credited to the Customer's Account.
- 3.31 The Bank refuses to open Accounts for the Customer in the following cases, subject to the provisions specified in Article 13 of the General Terms and Conditions:
- 1) failure to submit a complete package of documents for opening an Account, provided for by the current legislation and the Bank's IRD;
 - 2) impossibility to take measures for due diligence of Customers provided for by the current legislation and the Bank's AML/CFT policy;
 - 3) opening of Accounts in the name of anonymous (fictitious) owners;
 - 4) in cases where there are decisions and (or) orders of authorized state bodies and officials presented to the Client's Account opened with the Bank on the suspension of expenditure operations on the Account, claims of third parties to withdraw money from the Account and (or) the money in his Account is seized, provided that there is insufficient on the Account of the amount of money that is being seized;
 - 5) provided for by the tax legislation of the Republic of Kazakhstan;
 - 6) other cases provided for by the current legislation and the Bank's IRD.
- 3.32 The Client has the right to grant the right to open and close Accounts, dispose of Accounts, money on Accounts, receive statements (certificates) on Accounts to his representative on the basis of a power of attorney, as well as other documents in accordance with the requirements of the current legislation and/or the Bank's IRD.
- 3.33 The Bank provides services for opening, maintaining and closing the Account in accordance with the conditions established by the norms of the current legislation, and the Client pays for such services (commission fee) in the manner and within the terms provided for by this Agreement and the Bank's Tariffs.
- 3.34 The Bank has the right to assign a different status to an Account on which there has been no cash movement for more than 1 (one) year, as well as to charge a fee for maintaining these Accounts in accordance with the Bank's Tariffs.
- 3.35 The Bank has the right to change the Tariffs for Banking Operations and Services by notifying the Customer 5 (five) calendar days in advance by posting announcements in the Bank's Operations Hall or posting information on the official website of the Bank www.bankffin.kz. If the Client continues to use the Bank's services, this will mean that an agreement has been reached between the Parties to amend the Agreement in terms of changing the amounts of the current tariffs and/or introducing new tariffs.
- 3.36 The Bank undertakes to close the Client's Account within 10 (ten) Operational Days from the date of receipt of the Application for Closing the Bank Account from the Client, in accordance with Appendix 7 to this Agreement.
- 3.37 The Bank has the right to close the Account if there is no money on the Client's Account for more than 1 (one) year, as well as on other grounds provided for by the current legislation.
- 3.38 The Bank has the right to close the Account unilaterally, if there have been no cash movements on the Account on the Customer's Account for more than 1 (one) year, the Bank shall notify the Customer by sending a notification by e-mail or written notice, sending a notification through the Remote Access System, SMS message to the phone and other data transfer methods existing in the Bank, about the absence of money and cash movement on the account and closing it upon expiry of 3 (three) months

from the date of notification. If the Customer does not resume transactions on the Account within 3 (three) months from the date of notification, the Bank shall terminate and terminate the Account servicing relationship unilaterally and close the Account. In the event that within 3 (three) months from the date of sending the notification by the Bank, the Client does not resume operations on the Account, if there is a balance of money on the Client's Account, 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.

- 3.39 The Bank has the right to withhold a 30% tax on the incoming amount 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 Tax Service is made if the Client, according to these payments, does not provide the Bank with supporting documents on the status of a participating organization in FATCA (the requirement applies to financial organizations), on receiving fixed income from a source of payment in the USA, subject to tax withholding in the USA, about the founder (-s) of the Client who is a US citizen/US company holding a share of 10% or more in the authorized/share capital of the Client.
- 3.40 In accordance with the requirements of FATCA, CRS (OECD), the Bank has the right to provide information about persons of the United States, foreign countries, transfer their personal data to the Tax Services of the United States, foreign states, the State Revenue Committee of the Ministry of Finance of the Republic of Kazakhstan.
- 3.41 If the Client refuses to give the Bank consent to provide the necessary information to the United States, foreign countries, the Bank has the right to close the Account.

§ 2 Special conditions for the use of the Account within the framework of the Bank's lending programs

- 3.42 These special terms and conditions for the use of the Account shall apply within the framework of certain lending programs of the Bank in accordance with the terms of the banking product.
- 3.43 On the basis of the Application Form signed by the Client indicating the number of Accounts, the Bank shall open two Accounts for the Client and perform transactions on the Account(s) provided for by the current legislation and the banking rules established in accordance with it and applied in banking practice.
- 3.44 The following Accounts are opened for the Client:
- 1) Current account to which the Bank credits money under the loan issued by the Bank to the Client, with the restrictions specified in clause 3.46. of this Agreement (hereinafter referred to as the Restricted Account);
 - 2) Unrestricted Current Account (except for restrictions provided for by applicable law) (hereinafter referred to as the Unrestricted Account).
- 3.45 In order to ensure the fulfillment of the Client's obligation to use the loan for the intended purpose, the Bank has the right to control the direction of use of money accounted for in the Account with restrictions, and also establishes the following restrictions on the disposal of money determined by the terms of the banking product:
- The Client or third parties may not deposit (transfer) money in cash/non-cash to the Restricted Account;
 - Cash cannot be withdrawn from Restricted Accounts;
 - only those instructions of the Client to transfer money are executed on the Restricted Account, the purpose code of which corresponds to those specified in the Application;
 - money from the Restricted Account cannot be transferred by the Client to other current accounts belonging to the Client.
- 3.46 The Agreement shall be deemed to be concluded from the moment the Client signs the Application Form by any of the methods of identification and authentication of the Client determined by the Bank, and shall enter into force from the moment of opening any of the Accounts.
- 3.47 Accounts are opened if the Bank makes a decision to issue a loan to the Client, and on the day of such a decision.

- 3.48 The Customer shall dispose of the money on the Account(s) with the Bank in the manner and in the manner provided for by the current legislation and this Agreement.
- 3.49 By entering into this Agreement, the Client gives the Bank consent to the withdrawal of money from the Account by the Bank in the amount of the debt incurred to him under the Agreement or under other agreements concluded between the Client and the Bank, by direct debit of the Account and without obtaining additional consent of the Client and without notifying him.

Article 4. Connection to the Remote Access System

- 4.1 The Client becomes a recipient of electronic banking services from the moment of appropriate authorization in the Remote Access System on standard terms and in the manner specified in this Agreement. Using the remote access system, the Customer may electronically submit the following electronic documents to the Bank:
- 1) Payment order;
 - 2) Payment order in MT102 format;
 - 3) Application for transfer;
 - 4) Request to buy/sell currency;
 - 5) Appeals (letters, requests, applications, notifications, order to revoke a payment document, etc.);
 - 6) Applications for the opening of additional products (deposits, guarantees, credit lines, salary project, etc.);
 - 7) registration of foreign exchange contracts and applications for assignment of a contract registration number and receive from the Bank;
 - 8) account statements;
 - 9) updates (details, system);
 - 10) other documents provided for by the functionality of the Remote Access System
- The list of documents established by this clause may be supplemented by the Bank unilaterally.
- 4.2 The Client's accession to the Agreement as a whole is carried out on the basis of his consent expressed by signing the Application Form/Application.
- 4.3 The Bank undertakes to provide the Client with electronic banking services under the Remote Access System on the terms and conditions established by this Agreement when performing the following transactions:
- 1) making payments and money transfers;
 - 2) conducting non-cash exchange transactions;
 - 3) providing the Client with access to his/her Account(s) in order to obtain information about the amount of money in the Account(s), transactions carried out on the Account(s);
 - 4) provision of Account statements to the Client in the form of an electronic document;
 - 5) providing the Client with other information about the services provided and provided by the Bank;
 - 6) providing the Client with the opportunity to submit letters, requests and other requests to the Bank in the form of an electronic document.
- 4.4 Electronic banking services described in this Agreement are provided to the Client through the Remote Access Systems at the Client's choice. Minimum system requirements for the user's computer:
- operating system: Windows, Linux, Mac OS;
 - Internet browser;
 - Internet access;
 - NCALayer (latest version).
- 4.5 The provisions of this Article shall apply to all existing Accounts of the Client with the Bank, as well as to Accounts that will be opened in the future.
- 4.6 When providing electronic banking services, the exchange of electronic documents between the Bank and the Client (hereinafter referred to as the Parties) is carried out by identifying and authenticating the Customer in one of the following ways:
- 1) electronic digital signature;

- 2) biometric identification;
 - 3) multi-factor authentication;
 - 4) SMS (OTP) - validation and biometric identification;
 - 5) OTP-Token.
- 4.7. The Client receives EDS keys independently at the Registration Centers of the National Certification Authority located at the Government for Citizens NJSC (Public Service Centers) located in the cities and regional centers of the Republic of Kazakhstan, or through the Legal Entity – Certification Authority, confirming the authenticity of the registration certificate.
- 4.8. The exchange of EPD using the Remote Access System is carried out after the Parties conclude this Agreement and gain access to the system, OTP token, confirmation of transactions and payment for the Bank's services are carried out using EDS, biometric identification or SMS (OTP) validation.
- 4.9. The validity period of the EDS is established by the National Certification Authority of the Republic of Kazakhstan or the Certification Authority – a legal entity that has the right to issue EDS. In case of expiration of the EDS keys, the Client independently applies to the “Government for Citizens” NJSC and/or the Certification Authority – Legal Entity in order to prolong them.
- 4.10. The Customer shall submit to the Bank an application for prohibiting/granting access to the Remote Access System to the Authorized Person in the form established by the Bank, or by contacting the Bank's Contact Center.
- 4.11. EPDs are drawn up in accordance with the requirements established by the current legislation and must contain all the details necessary for payment documents drawn up on paper. All responsibility, including possible damage, for incorrect execution of the EPD, lies with the Client.
- 4.12. The Client's EPD must be signed by the EDS of all Authorized Persons of the Client, in the number specified in the Application Form. The absence of one of several EDS/OTP-Token/SMS (OTP) validation on the EPD is the basis for refusal to execute the EPD.
- 4.13. An electronic document shall give rise to the obligations of the Client and the Bank under this Agreement, if it is duly executed, certified by EDS/OTP-Token/SMS (OTP) validation, delivered through the telecommunications system specified in this Agreement by the transmitting Party, and verified and accepted by the receiving Party.
- 4.14. Upon receipt of the electronic document, the Bank shall, no later than 1 (one) Operational Day, notify the Customer of the acceptance or refusal to accept the electronic document by displaying the relevant status of the electronic document in the Remote Access System.
- 4.15. The Bank shall refuse to execute the Client's EPD within the Operational Day on the day of receipt of the instruction, with the relevant status of the document reflected in the Remote Access System, to accept the electronic document in the cases, subject to the provisions specified in Article 13 of the General Terms and Conditions:
- 1) if the sender fails to provide the amount of money necessary to make a payment and (or) transfer, and the amount of commissions payable to the Bank;
 - 2) if the Client submits instructions and provides documents that contradict the requirements of the current legislation and the Bank's IRD and/or if the Customer submits to the Bank unreliable, incorrect, distorted, contradictory, incomplete information, including the Client's actions to deliberately 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, submission of falsified documents, information;
 - 3) in case of detection of an unauthorized payment, as well as in cases of detection and confirmation of justified facts of illegal receipt of money transferred in favor of the beneficiary;
 - 4) if the EPD is transferred in violation of the procedure for protective actions against unauthorized payments, money transfers between the Parties, in particular, signed on behalf of the Client by a person who does not have the authority to do so;
 - 5) if the EPD does not contain all or some of the information provided for this type of EPD by the current legislation;

- 6) in case of non-compliance of the IIC, IIN/BIN of the Client with the details specified in the EPD, incl. in the EPD in payment of taxes and other mandatory payments to the budget and social contributions, to the State Social Insurance Fund;
- 7) in case of discrepancy between the code designation of the purpose of payment and its text part;
- 8) in the absence of a numerical designation of the budget classification code when making payments to the budget;
- 9) if the Client fails to comply with the requirements for the procedure for drawing up and submitting EPDs established by the current legislation, as well as the Agreement and the Bank's IRD;
- 10) in case of discrepancy between the vehicle identification number specified in the EPD and the data provided by the central executive body for road safety when paying taxes on the vehicle;
- 11) if there are decisions and (or) orders of authorized state bodies or officials on the suspension of debit transactions on the Client's bank account, temporary restrictions on the disposal of property, unsecured acts of seizure of money on the Client's bank account, as well as instructions to be executed earlier in accordance with the priority established by the current legislation for satisfying claims at the expense of money on the Account, as well as in other cases provided for by the current legislation.
- 12) if documents are provided evidencing the existence of disputes between the Client's owners on the powers of the persons whose signatures are included in the document with specimen signatures or on the termination of the powers of such persons;
- 13) if the Client fails to submit the documents required by the Bank to verify the Client's compliance with the currency legislation, as well as other documents provided for by the current legislation, the Agreement and the Bank's IRD;
- 14) on the grounds provided for by the legislation of the Republic of Kazakhstan in terms of combating money laundering and financing of terrorism, as well as when there is information about the Client's, his/her authorized person or beneficial owner about their participation in extremist and terrorist activities, being owned or controlled by such organizations and persons, or acting at the direction of such organizations;
- 15) if the Bank believes that the following requirements are violated, the following requirements may be violated:
 - agreements concluded with the Bank;
 - the current legislation of the Republic of Kazakhstan and foreign countries affecting the Bank's activities and in the territory of which any participant in the transaction carried out by the Bank and its Client or counterparty is registered, located or temporarily located;
 - internal procedures and conditions of the Bank, which are public, and the correspondent bank;
- 16) the existence of sanctions against the Client/the Client's counterparty, its officers, shareholders/participants, beneficial owners, subsidiaries and associated organizations 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);
- 17) if the Bank has grounds to believe that the Client's/Client's counterparty's transactions are subject to international economic sanctions or are aimed at evading international economic sanctions;
- 18) in case of suspicion that the Customer's transactions are performed, used by the Customer for the purpose of money laundering, terrorist financing, financing of proliferation of weapons of mass destruction and/or for the purpose of illegal, unlawful, criminal activities by the Customer, and/or the performance of actions by the Customer aimed at involving the Bank in the processes of legalization (laundering) of proceeds from crime, financing terrorism and the financing of the proliferation of weapons of mass destruction or other criminal activities;
- 19) on the grounds provided for by the current legislation, including on combating the legalization (laundering) of proceeds from crime and the financing of terrorism, the legislation of foreign states affecting the Bank's activities in the financial market and/or provided for by international treaties ratified by the Republic of Kazakhstan;

- 20) 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;
 - 21) 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, the legislation of foreign states affecting the Bank's activities in the financial market;
 - 22) if the Bank suspects that the Client's or 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;
 - 23) failure by the Client to provide information or documents necessary for the identification of the Client in order for the Bank to comply with the requirements of the Bank's Internal Affairs, the AML/CFT Law, FATCA, as well as other laws or regulations of the Republic of Kazakhstan and other Countries;
 - 24) on other grounds established by the current legislation, this Agreement and the Bank's IRD.
- 4.16 The Bank shall have the right to restrict access to remote channels, the Remote Access System and/or refuse to provide them, on the grounds specified in Article 13 of the General Terms and Conditions.
- 4.17 The Parties hereby acknowledge that the electronic documents used in the Remote Access System, certified by EDS/SMS (OTP) validations and complying with the requirements established by this Agreement, are equivalent to the corresponding paper documents and give rise to similar rights and obligations of the Parties under this Agreement.
- 4.18 If, for any reason, the Customer is unable to deliver electronic documents to the Bank via the Remote Access System in a timely manner, the Customer shall take measures to deliver the duly executed payment documents in hard copy.
- 4.19 Security procedures are established by the Bank's Internal Affairs Department, this Agreement and consist in organizing and confirming the authenticity (identification) of the Client, the authenticity of the received EPD, the authenticity of EDS/OTP-Token/SMS (OTP) validation and in compliance with the procedure for the use of electronic documents in settlements.
- 4.20 Confirmation of the authenticity and correctness of the electronic document is carried out through the authentication procedure. Authentication is carried out by the Bank by controlling the ownership of EDS/OTP-Token/SMS (OTP) - validation and its compliance with all EPD details, their invariability after its signing and sending to the Bank. The Client's authorization is carried out by the Bank using the Client's login name and login password, as well as EDS confirmation.
- 4.21 Security procedures are carried out through the use of cryptographic means/OTP Token/SMS (OTP) validation. Visual comparison of the electronic signature on the electronic document with the specimen signatures submitted by the sender is not a security procedure.
- 4.22 The Parties recognize the systems of telecommunication, processing and storage of information used by them under this Agreement as sufficient to ensure reliable and efficient operation when receiving, transmitting, processing and storing electronic documents.
- 4.23 The Parties recognize the information security system and EDS/OTP-Token/SMS (OTP) validation used by them under this Agreement as sufficient to protect against unauthorized access, as well as to confirm the authorship, authenticity and immutability of electronic documents.
- 4.24 The Client acknowledges that:
- 1) EDS/OTP-Token/SMS (OTP) - validation on the EPD certifies the fact of drawing up the EPD by the Client, the absence of distortions or changes in it and the Client's consent to the content of the EPD;
 - 2) EDS/OTP-Token/SMS (OTP) - validation on the EPD confirms that the Client has assumed obligations under the EPD, provided that this EPD is authentic;
 - 3) the algorithm for generating EDS using a key information carrier/OTP-Token/SMS (OTP) validation is reliable and the formation of an EDS under an electronic document is possible only if the sender has EDS/OTP-Token/SMS (OTP) validation.

- 4.25 The Parties acknowledge that electronic documents signed by EDS/OTP-Token/SMS (OTP) - validations created in the Remote Access System are evidence in resolving disputes arising between the Parties.
- 4.26 The Bank suspends or terminates the acceptance and execution of the Client's electronic documents with the sending of a corresponding notice to the Client (in writing or by phone) within no more than 2 (two) Operational Days in the following cases:
- 1) violation by the Client of the procedure and conditions for the provision of electronic banking services provided for by this Agreement;
 - 2) malfunctions of technical means ensuring the provision of electronic banking services;
 - 3) if there is a suspicion of a threat of unauthorized access to the Customer's Account (the appearance of damaged electronic documents; a change in the intensity of money transfer from the Customer's Account; other cases that cause the Bank to suspect a threat of unauthorized access);
 - 4) receipt of the relevant notification from the Client (in this case, the Bank shall record the time of receipt of such notification from the Client).
- 4.27 Upon elimination of the reasons that led to the suspension (termination) of the provision of electronic banking services by the Bank to the Client, the Bank shall resume their provision with subsequent notification of the Client. **The parties undertake:**
- 4.28 Use EDS issued by the National Certification Authority of the Republic of Kazakhstan and the Authorized Center – a Legal Entity that has the right to issue EDS/OTP-Token/SMS (OTP) validation.
- 4.29 Prevent illegal dissemination of information about closed EDS/OTP-Token/SMS (OTP) validation.
- 4.30 Take all measures to prevent unauthorized access by unauthorized persons to the Remote Access System, to the key carrier of the EDS.
- 4.31 Use the Remote Access System only on technically sound equipment.
- 4.32 Immediately stop the exchange of EPD and immediately contact the other party if there is a suspicion of a threat of unauthorized access to the Remote Access System and the key carrier.
If it is impossible to use the Remote Access System, take measures to restore the operability of the Remote Access System. **The Client undertakes:**
- 4.33 Comply with the rules for using the Remote Access System established by this Agreement, including the conditions specified in Articles 2, 13 of the General Terms and Conditions.
- 4.34 Make timely payment of commissions for transactions in the Remote Access System in accordance with the current Tariffs of the Bank, in the manner provided for by this Agreement.
- 4.35 Provide the Bank with documents for connection to the Remote Access System, in accordance with the requirements of the Bank's Internal Affairs.
- 4.36 Do not transfer the Key Media with EDS to third parties and do not report information received via SMS (OTP) channel. In such situations, the Bank is not responsible for possible losses that may be caused to the Client.
- 4.37 To work in the Remote Access System, use software and hardware in accordance with the requirements provided for in this Agreement, and maintain them in working condition at their own expense.
- 4.38 Immediately inform the Bank in case of expiration of the EDS, suspension or revocation of the EDS by the Certification Authority.
- 4.39 Not later than 7 (seven) Operational days before the expiration of the EDS validity period, take measures to prolong/issue a new EDS to the Client's Authorized Persons.
- 4.40 On the day of receipt of confirmation of connection to the Remote Access System, pay a commission to the Bank.
- 4.41 Ensure the correctness and reliability of the transmitted information contained in the EDS, as well as proper work in the Remote Access System.
- 4.42 Draw up EPD in the Remote Access System in accordance with the requirements of the current legislation.
- 4.43 In case of changes in the Client's Authorized Persons and/or their personal data, as well as the Client's data, notify the Bank within 3 (three) Business Days with the mandatory submission of supporting documents.

- 4.44 Keep the EDS in a safe place that excludes access to it by unauthorized persons, take all possible measures to prevent its loss, disclosure, distortion and unauthorized use.
- 4.45 Do not allow the transfer of EDS / OTP-Token / SMS (OTP) / login and password to the Remote Access System to persons who do not have duly executed powers to access the Remote Access System and make electronic payments.
- 4.46 Immediately apply to the Bank, authorized bodies with an application on paper for the revocation of EDS / OTP-Token / SMS (OTP) - validation in case of loss, disclosure, distortion of the personal private key (device) or its use by other persons.
- 4.47 Do not use EDS/OTP-Token/SMS (OTP) validation, after submitting an application for revocation or suspension of the registration certificate, until the official notification of the revocation or suspension of the registration certificate.
- 4.48 After each session of work with the Remote Access System, log out of the system.
- 4.49 Restrict access to the computer that is used to work in the Remote Access System. If it is impossible to ensure control of physical access to the computer, the Client must use software and hardware systems to protect against unauthorized access and anti-virus control.
- 4.50 Immediately, by any available means, inform the Bank in the following cases:
- 1) in case of detection of unauthorized access, or suspicion of unauthorized access to the Account through the Remote Access System;
 - 2) disclosure of the login name and/or login password, and/or suspicion of disclosure of any of them;
 - 3) in case of loss of EDS (including if the EDS was subsequently found); 4) in case of expiration of the EDS.
- 4.51 Submit to the Bank a written application in hard copy for the suspension of transactions on Accounts in the Remote Access System in the cases provided for in clause 4.50. of this Agreement no later than the next Operational Day. In case of failure to receive a paper application from the Client within the specified period, the Bank has the right to cancel the blocking of transactions in the Remote Access System.
- 4.52 Ensure the availability of the necessary programs on the computer for the use of EDS.
- 4.53 Immediately provide the Bank with the requested reliable information and documents as part of an in-depth study of the transactions performed. **The Client has the right to:**
- 4.54 Use electronic banking services in the Remote Access System on the terms and conditions provided for in this Agreement.
- 4.55 Require the Bank to properly fulfill its obligations under this Agreement.
- 4.56 In case of technical (software) and operational issues in the Remote Access System, contact the Bank to resolve these issues by phone numbers and addresses listed on the Bank's website.
- 4.57 Refuse from electronic banking services in the Remote Access System by refusing further performance of this Agreement in the manner provided for in clause 11.11. of the Agreement.

The bank is obliged to:

- 4.58 To provide the Client with electronic banking services in the “FreedomOnline” and “Nova 24” Systems on the terms and conditions established by this Agreement when performing the following transactions, provided that the Client complies with the conditions specified in Article 13 of the General Terms and Conditions:
- 1) opening of Accounts;
 - 2) making payments and money transfers;
 - 3) conducting non-cash exchange transactions;
 - 4) providing the Client with access to his/her Account(s) to obtain information about the amount of money on the Account(s), transactions carried out on the Account(s), restrictions on the Account issued by the authorized bodies;
 - 5) providing the Client with statements, certificates, printed forms of payment documents on Accounts in the form of an electronic document;
 - 6) providing the Client with other information about the services granted and provided by the Bank;
 - 7) providing the Client with the opportunity to submit letters, requests and other requests to the Bank in the form of an electronic document.

- 4.59 If the Client fulfills the requirements provided for in this Agreement, register the Client in the Remote Access System with the assignment of a login name and password for access to this system.
- 4.60 After registration/authorization of the Client in the Remote Access System, ensure the proper functioning of the Bank's website, through which electronic banking services are provided.
- 4.61 Execute the Client's EPD, provided that the Client complies with the terms of this Agreement, other agreements concluded between the Bank and the Client and the requirements of the current legislation.
- 4.62 Upon receipt of the information specified in clause 4.50 of this Agreement from the Client, temporarily block transactions in the Remote Access System until the receipt of a paper application from the Client within the time limits established by clause 4.51. of this Agreement. In case of failure to receive a paper application from the Client within the specified period, the Bank has the right to cancel the blocking of transactions in the Remote Access System.
- 4.63 Immediately suspend operations on the Remote Access System upon receipt of a message from the Client about theft, loss of EDS/OTP-Token/SMS (OTP) validation, commission or attempt of unauthorized access.
- 4.64 Ensure the confidentiality of information in the provision of electronic banking services.
- 4.65 Provide services to the Client in the manner and within the time limits established by this Agreement, current legislation, in accordance with the technological capabilities of the Remote Access System.
- 4.66 Make payments on the Client's accounts on the basis of the accepted EPD within the amounts of money available on the Client's Accounts.
- 4.67 Timely provide the Client with information about all changes in the rules of service in the Remote Access System by publishing the necessary information on the Bank's website at the address specified in clause 4.4. of this Agreement.
- 4.68 Provide information and consulting support for the Remote Access System.

The Bank shall be entitled, subject to the provisions specified in Article 13 of the General Terms and Conditions:

- 4.69 Require the Client (his/her representative) to provide information and documents necessary to open the Account(s) and provide services, to identify the Client (his/her representative), identify the beneficial owner, as well as provide information about tax residency, type of activity and source of money, and their intended use.
- 4.70 In cases provided for by the current legislation, including legislation in the field of combating money laundering and terrorist financing, the legislation of foreign states affecting the Bank's activities in the financial market, the requirements of international economic sanctions, regulatory legal acts of the authorized body, unilaterally close the Customer's Account(s).
- 4.71 In case of suspicion of unauthorized access and attempts to violate the security of the Remote Access System, do not execute the EPD submitted by the Client until all the circumstances are clarified from the Client, the execution of a payment document on paper, signed by the Client's Authorized Persons and certified by a seal (if any) in accordance with the document with the Client's specimen signatures².
- 4.72 Suspend the Client's work on the Remote Access System, in cases of violation or improper performance of this Agreement by the Client, by sending an e-mail to the Client with a notification no later than 2 (two) Operational Days from the date of suspension.
- 4.73 Block the Client's access to the Remote Access System in case of expiration of the EDS, suspension or revocation of the EDS by the Certification Authority with the appropriate notification of the Bank. Unilaterally refuse further performance of this Agreement, terminate the Agreement in any case specified in Article 13 of the General Terms and Conditions.
- 4.74 Suspend the operation of the Remote Access System for preventive maintenance and software updates with the posting of relevant notifications on the Bank's website.
- 4.75 Debit by direct debit of the Client's Account(s) commissions and other amounts of money payable in accordance with the terms of this Agreement and applicable law.

² At the first application of the Client to the Bank's branch, ensure the availability of a document with a specimen signature for authorized persons, in accordance with the requirements of the Rules for opening, maintaining and closing bank accounts of clients, approved by the Resolution of the Board of the National Bank of the Republic of Kazakhstan dated August 31, 2016 No 207

- 4.76 Unilaterally refuse further performance of the Agreement within 10 (ten) Operational Days from the date of conclusion of this Agreement if it is not possible to connect the Remote Access System at the Client's workplace for technical reasons.
- 4.77 Unilaterally make changes to the Bank's Tariffs for servicing Customers through the Remote Access System by notifying the Customer in the manner provided for by this Agreement.
- 4.78 In the event of termination of this Agreement for any reason, close access to the Remote Access System.
- 4.79 In case of lack of money/seizure or suspension of debit transactions on the Client's Account specified in the Application Form/Application for connecting users in accordance with Annexes 1-2,4-5 to the Remote Access System, as an Account for payment of subscription services, and/or failure by the Client to pay the specified commission in any other way for more than 3 (three) calendar months, the Bank has the right to unilaterally suspend the provision of services in the Remote Access System until full payment The amount owed by the client.

Responsibility

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- 4.80 For non-fulfillment or improper fulfillment of obligations under this Agreement, the Parties shall be liable in accordance with this Agreement and applicable law.
 - 4.81 The Bank shall be responsible for the timeliness and correctness of the execution of the payment document in accordance with this Agreement concluded with the Client.
 - 4.82 The Bank shall not be liable for damage resulting from the disclosure and/or loss of the key medium by the Customer, as a result of access to the key storage medium and the Customer's private keys by unauthorized persons, regardless of the reasons that led to the disclosure, loss or unauthorized access.
 - 4.83 The Bank is not responsible for the use of the Client's EDS by persons who do not have the right to give orders on the Client's Accounts, until the Bank receives the Client's written application on paper to suspend transactions on his Accounts using the Remote Access System.
 - 4.84 The Bank is not responsible for the content of the information transmitted by the Client through the Remote Access System, and is not responsible for losses incurred by the Client through no fault of the Bank as a result of the use of this system.
 - 4.85 The Bank shall not be liable for the repeated debiting of amounts from the Client's Accounts, in case of submission to the Bank for execution of the transfer of a payment document drawn up on paper and in the form of EPD, except for the cases provided for by this Agreement.
 - 4.86 The Client is responsible for creating appropriate security conditions when using and storing the key information carrier.
 - 4.87 Each Party shall not be liable for losses incurred by the other Party through no fault of the first as a result of the use of electronic documents, including in the execution of erroneous electronic documents, if these documents are duly executed and delivered by one Party, and verified and accepted by the other Party.
 - 4.88 The Bank shall not be liable for all disputes and disagreements arising between the Certification Authority and the Customer.
 - 4.89 The Bank is not responsible for the suspension of transactions in the Remote Access System due to the Client's untimely renewal of the EDS.
 - 4.90 The Bank and the Client are exempt from liability for non-fulfillment and/or improper fulfillment of obligations, if it was the result of force majeure circumstances, including, but not limited to: fire, flood, earthquake, power outage, accident, riot, strike, military operations, entry into force of legislative acts of the Republic of Kazakhstan, resolutions and orders of state bodies directly or indirectly prohibiting the types of activities specified in the Agreement, preventing the Parties from performing their functions under the Agreement, and other circumstances beyond the control of the Parties.

Article 5. Procedure for Conducting Transactions on the Account

- 5.1 Payments and (or) money transfers are made on the basis of or using payment instruments, the forms of payment documents are determined by the Rules for Making Non-Cash Payments and (or) Money Transfers in the RoK, approved by the Resolution of the Board of the National Bank of the Republic of Kazakhstan dated August 31, 2016 No. 208 (hereinafter referred to as the Rules No. 208) and Bank's IRD.
- 5.2 Non-cash payments and (or) money transfers are carried out on the basis of payment instruments using Accounts, as well as without their use in tenge and foreign currency in accordance with the procedure established by the current legislation.
- 5.3 The sender's payment document executed on paper, with the exception of a payment request and a collection order, shall contain the signatures of the Client's authorized persons and an imprint of his seal (if any) in accordance with the document with specimen signatures. At the same time, if the document with specimen signatures indicates persons who have the right of first and second signature as persons authorized to manage the Client's Account, the presence of signatures of these persons on the payment document is mandatory.
- 5.4 A payment document in electronic form is signed by the Client's EDS or his/her authorized representative or certified by other elements of protective actions provided for by the Law of the Republic of Kazakhstan "On Payments and Payment Systems", confirming that the payment document is drawn up by the Client or the Client's authorized representative.
- 5.5 The Client shall dispose of the money in the Account in accordance with the procedure established by this Agreement and the current legislation using payment documents submitted to the Bank in electronic form or on paper.
- 5.6 The Bank shall make payments and money transfers in accordance with the Client's instructions within the limits of the balance of money on the Account. In the event that there is not enough money on the Account to make a payment and/or transfer money, taking into account the amount of the Bank's commission to be paid in connection with the payment and/or transfer, the Bank has the right to refuse to accept the Customer's payment document. The Bank does not perform partial execution of the Client's payment documents.
- 5.7 Money shall be debited from the Customer's Account(s) only on the basis of the Customer's electronic payment order or a paper payment document, except for cases when the Bank has the right to debit money from the Customer's Account(s) by direct debit in accordance with the terms of the concluded Agreement and/or in cases provided for by applicable law.
- 5.8 The Client is obliged to provide the Bank, at his request, within the established time limits, with documents confirming the validity of the payment, money transfer, currency transactions (copies of agreements and/or contracts and/or bond, etc., relevant written explanations), on the source of origin of money, their intended use, taking into account the provisions specified in Article 13 of the Rules on General Conditions.
- 5.9 In order to open an Account, the Customer is obliged to provide the Bank with the documents provided for by the current legislation, including the legislation on combating the legalization (laundering) of proceeds from crime and the financing of terrorism, the legislation of foreign countries affecting the Bank's activities in the financial market, the requirements of international economic sanctions and the Bank's internal regulatory documents, including information on beneficial owners, tax residency, the source of the money.
- 5.10 The Client is obliged not to use the Account for any illegal purposes, including payment for goods/works and services prohibited by applicable law.
- 5.11 In case of replacement of persons authorized to manage the Account on the basis of a power of attorney, or in case of early termination of the powers of such persons, the Customer is obliged to immediately notify the Bank in writing and provide originals or notarized copies of documents confirming such changes.
- 5.12 The Client is obliged to provide the Bank with information, explanations and documents confirming the validity of the payment, transfer in any currency, as well as information, explanations and documents at the request of the foreign correspondent bank participating in the Client's transaction in foreign currency.

- 5.13 The Bank has the right to block the Account until the circumstances are clarified if suspicious or fraudulent transactions are detected.
- 5.14 In payment documents, the Client may indicate the value date in cases provided for by the current legislation. The Client's instructions with the value date shall be executed by the Bank on the value date specified by the Client during the Operational Day determined by the value date. If the value date specified in the Client's payment document falls on non-business days, the payment shall be accepted for execution on the first business day following the day determined by the value date.
- 5.15 The Bank accepts the Customer's instruction within the time limits and in accordance with the procedure established by the applicable law, except as provided for in Article 13 of the General Terms and Conditions.
- 5.16 The Client's withdrawal of the instruction accepted for execution by the Bank and the suspension of the instruction shall be carried out until its execution in the manner and within the time limits established by the current legislation and the Bank's IRD.
- 5.17 The time of acceptance of payment documents and the provision of operational and cash services by the Bank is determined by the schedule of the Operational Day.
- 5.18 When receiving instructions from the Customer to revoke or suspend the execution of a payment document, the Bank has the right to use the following elements of protective actions against unauthorized payments, including, but not limited to, the following:
- 1) handwritten signing of the payment document by the Client, his authorized person in their personal presence at the Bank;
 - 2) signing of the payment document by the Client, his authorized person with EDS or using OTP-Token;
 - 3) use of dynamic identification when the Bank provides payment services under this Agreement;
 - 4) identification of the Client, his/her authorized person by the original identity document in their personal presence at the Bank;
 - 5) other methods of protection against unauthorized payments established by the Bank (subsequent control, verification, etc.).
- 5.19 The Bank ensures the safety and confidentiality of the identification means of the Client, his authorized person from third parties, except for cases directly provided for by the current legislation.
- 5.20 The Bank shall not accept the following payment documents (instructions) for execution, subject to the provisions specified in Article 13 of the General Terms and Conditions:
- 1) containing unclear indications, signs of forgery;
 - 2) not completed/signed by/on behalf of the Client;
 - 3) not containing information provided for by the current legislation;
 - 4) filled with a pencil;
 - 5) containing corrections, additions and blots (except for cases provided for by current legislation);
 - 6) containing instructions on performing operations that violate current legislation;
 - 7) re-transferred;
 - 8) in other cases, provided for by the current legislation, the Bank's IRD and this Agreement;
 - 9) contrary to the AML/CFT Law. The Bank shall return to the Customer the payment documents without execution referred to in this clause and shall not be liable for the Client's losses in connection with the Bank's refusal to execute these instructions.
- 5.21 Refunds for money transfers are made in the following cases:
- 1) establishing the fact of unauthorized payment made by transfer Money;
 - 2) execution of an erroneous instruction.
 - The Bank shall return money upon erroneous instruction or unauthorized payment and/or transfer of money by withdrawing money from the Customer's Account to which the said money was credited without the Customer's consent. The Bank shall return money upon erroneous instruction or unauthorized payment and/or transfer of money no later than the next Operational Day from the date of discovery of this fact at the expense of the available money on the Client's

Accounts, including if there are acts on the seizure of money on the Account and (or) temporary restrictions on the disposal of property on the Client's Account, and (or) decisions and (or) orders of authorized state bodies or officials on the suspension of debit transactions on the Account, and (or) unexecuted instructions subject to execution within an indefinite period.

- Refunds are not made after three years from the date of execution of an erroneous instruction or unauthorized payment and (or) transfer of money.

- 5.22 Money transfer between Accounts opened with the Bank or with other second-tier banks shall be carried out within one Operational Day. International payments and (or) money transfers shall be executed no later than three Operational Days following the date of receipt of the instruction, in compliance with the requirements established by the currency legislation of the Republic of Kazakhstan.
- 5.23 The Bank refuses to execute the Client's instruction in accordance with the current legislation, including the legislation on combating money laundering and terrorist financing, the legislation of foreign countries affecting the Bank's activities in the financial market, and the requirements of international economic sanctions. A notice of refusal to execute a payment document, except for a collection order, a payment request, shall be provided by the Bank to the Client by e-mail or written notice, within the operational day on the day of receipt of the instruction with a justification of the reason for the refusal. The date of refusal to execute a payment document shall be the date of sending such a notification/message. In case of a justified refusal, the Bank shall not be liable for losses or damages that the Customer has incurred or may incur in connection with the Bank's refusal to execute the order.
- 5.24 Instructions given by the Customer after the end of the Operational Day shall be accepted by the Bank as instructions received by the Bank at the beginning of the next Operational Day, therefore the Customer shall assume all risks and responsibilities associated with the submission of instructions to the Bank, including instructions on tax and other payments to the budget, after the end of the Operational Day.
- 5.25 The Client hereby asserts and warrants the assumption of all risk and liability associated with the incorrect details in the payment documents. If the Bank discovers errors made by the Client in the Account entry, in the confirmation, in the Account statement and/or in any other information provided by the Bank to the Client, the Bank shall immediately notify the Client thereof by any available means (in writing, by telephone, fax or other communication channels) no later than one Operational Day following the day of detection of the error.
- 5.26 The Client hereby acknowledges and agrees that: the Bank may apply electronic and other methods of detecting money payments/transfers that do not meet the requirements specified in this Agreement, when detecting such a money payment/transfer, the Bank has the right to refuse to accept the Client's payment documents and/or require the submission of any additional information necessary for the analysis of the above payment/transfer. If such information is not submitted within the time limits established by the current legislation and the IRD, the Bank has the right to return the money transferred on behalf of the Client, or refuse to accept the payment document/money received from outside in favor of the Client.
- 5.27 By acceding to this Agreement, the Client provides the Bank with an unconditional and irrevocable consent to:
- 1) provision of information on payments/transfers/payment documents to law enforcement agencies, authorized bodies, as well as other state bodies and institutions in cases provided for by the current legislation;
 - 2) direct debit by the Bank from the Account(s) opened with the Bank of any amounts due to the Bank, including the amount of debt on loans, the amount of the Bank's commission, accounts receivable on the basis of any agreement with the Bank (including bank loan agreements, contracts/bonds for the provision of a bank guarantee), which provides for such a right, except as provided for by the current legislation, and in case of insufficiency of money on the Accounts for the Bank's right to issue limits (restrictions) on the Accounts opened with the Bank for the amount of debt, as well as payment requests for the corresponding amount of debt to the Client's accounts opened with the Bank and other banks, with organizations engaged in certain types of banking operations;
 - 3) placement by the Bank on its off-balance sheet accounts of the Client's commissions not paid in time, and payment of these commissions upon receipt of money to the Client's Account.

- 4) conversion of the amounts of money withdrawn by direct debit from the Client's Accounts to repay the debt, in a currency other than the currency of the Debt, at the current exchange rate set by the Bank on the date of the conversion;
 - 5) connection to the Remote Access System – a system that provides the Client with the opportunity to manage his/her Accounts by exchanging electronic documents between the Client and the Bank through the Bank's website or mobile application, with access to the Internet.
- 5.28 The Bank provides the Client with information on executed instructions, Account status, debit/credit turnover in the form of a statement, which is submitted at the request of the Client, as well as other information provided for by the current legislation.
- 5.29 The client must check all correspondence received from the Bank (statements and/or any other information) immediately upon receipt. In addition, the Client must check the correctness of the Bank's execution of the Client's instructions, orders. If the Client discovers any inaccuracies and/or incomplete performance, he must immediately notify the Bank.
- 5.30 When making non-cash payments and (or) transfers, payment documents shall be submitted to the Bank in electronic form via the Remote Access System or in hard copy. When presenting a payment document in electronic form, no additional submission of this payment document in paper form is required.
- 5.31 To accept a payment order sent electronically, an agreement must be signed between the Client and the Bank on the use of electronic systems for the exchange of payment documents and the use of a software and cryptographic protection system and EDS.
- 5.32 A payment document in hard copy shall be submitted to the Bank by a specially authorized person of the Client.
- 5.33 For 5 (five) years from the date of the transaction, as well as after the closure of the Client's Account, the Bank shall store information about the sender of money and (or) the beneficiary (name or surname, first name, patronymic (if any), individual identification code (hereinafter referred to as IIC) (if any), IIN (BIN), if the sender of money – an individual IIC – the details of an identity document, and postal address (country, city, zip code, street, house and apartment number), as well as information about the non-cash payment and (or) money transfer made by the sender of money, except for cases when it is not required to take measures for due diligence of the Client in accordance with the AML/CFT Law.
- 5.34 The value date specified in the payment document may not exceed 10 (ten) calendar days from the date of issuance of the payment document.
- 5.35 The Bank shall refuse to execute a payment document on the following grounds, taking into account the provisions specified in Article 13 of the General Terms and Conditions:
- 1) if the Client fails to provide the amount of money necessary to make a payment and (or) transfer;
 - 2) if the payment document contains signs of forgery, including if the payment document is transferred in violation of the procedure for protective actions against unauthorized payments established by Article 56 of the Law of the Republic of Kazakhstan "On Payments and Payment Systems", Rules No 208 and this Agreement between the sender and the sender's bank Money;
 - 3) if the payment document contains corrections, additions and blotches, with the exception of:
 - cases provided for by Articles 60-1, 61-2, 61-11 and 61-12 of the Law of the Republic of Kazakhstan "On Banks and Banking Activities";
 - execution of previously submitted collection orders to the Client's Accounts, in cases where the beneficiary is serviced by the successor bank within the framework of transactions provided for by Articles 60-1, 61-2, 61-11 and 61-12 of the Law of the Republic of Kazakhstan "On Banks and Banking Activities". Execution of such collection orders is carried out with the correction of bank details beneficiary (IIC, name and bank identification code of the beneficiary's bank), on the basis of a document from the successor bank confirming the details of the beneficiary and the beneficiary's bank;
 - execution of previously submitted collection orders and payment requests to the Client's Accounts, in cases where the beneficiary is serviced by a bank in the process of forced

- liquidation, or the beneficiary is a bank in the process of forced liquidation. Execution of such collection orders and payment requests is carried out with the correction of the beneficiary's bank details (IIC, name and bank identification code of the beneficiary's bank) on the basis of the document of the bank in which the beneficiary's new bank account is opened, with confirmation of the details of the beneficiary and the beneficiary's bank;
- 4) non-compliance of the Client's IIC, IIN (BIN) with the details specified in the payment document, except for the correction by the Bank in the payment documents of the Client's IIC in the cases provided for by Articles 60-1, 61-2, 61-11 and 61-12 of the Law of the Republic of Kazakhstan "On Banks and Banking Activities", when executing a payment document from other Accounts of the Client, in cases provided for by Rules No 208;
 - 5) discrepancy between the Client's IIN (BIN) specified in the payment document for the payment of taxes and other obligatory payments to the budget, social contributions to the State Social Insurance Fund, deductions and (or) contributions to the social health insurance fund, transfer of mandatory pension contributions, mandatory pension contributions of the employer, mandatory professional pension contributions, unified aggregate payment, with the data provided by the state revenue authority;
 - 6) non-compliance by the Client with the requirements for the procedure for drawing up and submitting a payment document established by Articles 31, 32, 35, 36, 37, 45 and 46 of the Law of the Republic of Kazakhstan "On Payments and Payment Systems", Rules No 208, as well as the terms and conditions of this Agreement;
 - 7) non-compliance with the forms established by Appendices 1, 2, 4, 5, 12, 13, 14 and 15 to Rules No 208;
 - 8) discrepancy between the name of the Client and the name of the sender of money specified in the payment document, except for a collection order submitted by the state revenue authority, when other details (IIC, IIN (BIN)) identify the Bank's Client, as well as a collection order of a bailiff when identifying the Bank's Client in accordance with the requirements of paragraph 150 of Rules No 208;
 - 9) inconsistency of the code designation of the purpose of payment with its text part;
 - 10) the absence of a numerical designation of the budget classification code when making payments to the budget;
 - 11) discrepancies between the amounts specified in the payment document in figures and words;
 - 12) discrepancy between the vehicle identification number specified in the payment document and the data provided by the central executive body for road safety when paying taxes on the vehicle;
 - 13) non-compliance with the requirements established by the terms of this Agreement between the Parties;
 - 14) non-compliance with the requirements established by the currency legislation of the Republic of Kazakhstan;
 - 15) when a claim for the recovery of money from a bank account is submitted to a bank account intended for crediting benefits, 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, money deposited on the terms of a notary's deposit, as well as opened under an agreement on the educational savings deposit concluded in accordance with Article 7 of the Law of the Republic of Kazakhstan "On the State Educational Savings System", money on bank accounts in housing construction savings banks in the form of housing construction savings accumulated through the use of housing payments, money on bank accounts intended for accounting of money of the Clients of the investment portfolio manager for unfulfilled obligations this investment portfolio manager, money held in bank accounts intended to record the money of the Clients of the person performing the functions of a nominee holder for the unfulfilled obligations of this person performing the functions of a nominee holder, money held in bank accounts for clearing transactions with financial instruments, money held in the current account of a private bailiff intended for safekeeping recovered amounts in favor of claimants, to the bank account of the single operator in the field of

public procurement, intended for the payment of money by potential suppliers or suppliers as interim measures within the framework of participation in public procurement in accordance with the Law of the Republic of Kazakhstan "On Public Procurement", to the bank account in the housing construction savings bank, intended for crediting payments and subsidies in order to pay for rented housing in private housing stock, to the current account of the financial manager for crediting the debtor's money, repayment of current expenses and satisfaction of creditors' claims in the judicial bankruptcy procedure for the obligations of the financial manager, to the bank account of a citizen of the Republic of Kazakhstan, in respect of which a case has been initiated for the application of the procedure or a procedure has been applied in accordance with the Law of the Republic of Kazakhstan "On Restoration of Solvency and Bankruptcy of Citizens of the Republic of Kazakhstan";

- 16) in the event that the claim is submitted to the bank account intended for crediting compensation for investment costs, in accordance with the legislation of the Republic of Kazakhstan in the field of public-private partnership and on concessions, with the exception of the withdrawal of money under the claims related to the first, second and third priority in accordance with the priority provided for in paragraph 2 Article 742 of the Civil Code, as well as on claims filed within the framework of the performance of the private partner's obligations to the creditor, secured by the right of claim under a public-private partnership agreement, a financing agreement against the assignment of a monetary claim and (or) a concession agreement;
- 17) in cases where a payment claim for the recovery of overdue debts under a bank loan agreement is submitted to a current account intended for crediting alimony (money intended for the maintenance of minor and disabled adult children);
- 18) in the event that the claim is filed against the bank account on which there are savings for capital repairs of the common property of the condominium, except for the withdrawal of money 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;
- 19) non-compliance of the payment document submitted by the member bank of the Astana International Financial Centre with paragraph 9-1 of the Rules for the establishment of correspondent relations between banks, branches of non-resident banks of the Republic of Kazakhstan and organizations carrying out certain types of banking operations, as well as the establishment by banks of correspondent relations with the banks participating in the Astana International Financial Centre, approved by the Resolution Board of the National Bank of the Republic of Kazakhstan dated August 31, 2016 No 210;
- 20) in cases provided for by the Law of the Republic of Kazakhstan "On Combating Legalization (Laundering) of Proceeds from Crime and Financing of Terrorism" or international treaties ratified by the Republic of Kazakhstan, or provided for by an agreement with non-resident banks of the Republic of Kazakhstan;
- 21) in case of detection of an unauthorized payment, as well as in cases of detection and confirmation of justified facts of illegal receipt of money transferred in favor of the beneficiary;
- 22) on other grounds established by this Agreement, current legislation or arising from them.

5.36 When the Customer is the beneficiary, the Bank as the beneficiary's bank has the right to refuse to execute the payment document in the cases, subject to the provisions specified in Article 13 of the General Terms and Conditions:

- 1) non-compliance by the sender with the requirements for the procedure for drawing up and presenting a payment document established by Articles 31, 32, 35, 36, 37, 45 and 46 of the Law of the Republic of Kazakhstan "On Payments and Payment Systems", Rules No208, as well as the terms and conditions of this Agreement;
- 2) detection of unauthorized payment, as well as identification and confirmation of justified facts of illegal receipt of money transferred in favor of the beneficiary;
- 3) non-compliance of IIC, IIN/BIN with the beneficiary's details, absence of IIC in the beneficiary's bank;

- 4) crediting money to a current account opened at the request of an individual client for crediting benefits, 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, money deposited on the terms of a notary's deposit, as well as opened under an agreement on an educational accumulative deposit, concluded in accordance with Article 7 of the Law on the State Educational Savings System, money to a bank account in housing construction savings banks in the form of housing construction savings accumulated through the use of housing payments, money to the current account of a private bailiff intended for storing the recovered amounts in favor of claimants, money to a bank account intended to record the money of clients of the investment manager portfolio, for unfulfilled obligations of this investment portfolio manager, money to a bank account intended for accounting of money of clients of a person performing the functions of a nominee holder, for unfulfilled obligations of this person performing the functions of a nominee holder, money to a bank account for clearing transactions with financial instruments, to the bank account of a single operator in the field of public procurement, intended for potential suppliers or suppliers to deposit money as interim measures as part of participation in public procurement in accordance with the Law of the Republic of Kazakhstan "On Public Procurement", to a bank account in a housing construction savings bank intended for crediting payments and subsidies in order to pay for rented housing in private housing stock, to the current account of a financial manager for crediting the debtor's money, repayment of current expenses and satisfaction of creditors' claims in the judicial bankruptcy procedure for the obligations of the financial manager, to the bank account of a citizen of the Republic of Kazakhstan, in respect of which a case has been initiated for the application of the procedure or a procedure has been applied in accordance with the Law of the Republic of Kazakhstan "On Restoration of Solvency and Bankruptcy of Citizens of the Republic of Kazakhstan", if the credited amount of money is not related to the specified conditions;
- 5) crediting money to a current account opened at the request of an individual client for crediting alimony (money intended for the maintenance of minor and disabled adult children), if the credited amount of money is not related to alimony (money intended for the maintenance of minor and disabled adult children), and (or) the code designation of the purpose of payment does not correspond to the code designation of the purpose of payment allocated for crediting alimony (money intended for the maintenance of minor and disabled adult children);
- 6) crediting money to the current account intended for crediting compensation of investment costs, if the credited amount of money is not related to the payment of compensation for investment costs paid under a financing agreement against the assignment of a monetary claim, concession agreement and (or) public-private partnership agreement concluded in accordance with the legislation of the Republic of Kazakhstan in the field of public-private partnership and on concessions;
- 7) non-compliance with the requirements established by the currency legislation of the Republic of Kazakhstan;
- 8) the absence of a unique number identifying an international payment and/or money transfer without opening a bank account.

The beneficiary's bank executes the payment document in case of discrepancy between the name of the beneficiary and the name specified in the payment document, when its other details (IIC, IIN (BIN)) specified in the payment document identify the beneficiary.

The Bank is not allowed to change the details of the payment document, except for:

- the case of change in the organizational and legal form of the sender of money and (or) the beneficiary, reorganization and renaming of the state body and (or) its structural subdivision, while maintaining the details of the IIC and BIN;
- changes in budget classification codes by the state revenue authority.

5.37 Withdrawal of the instruction and suspension of the execution of the instruction at the initiative of the Client shall be carried out until its execution by the Bank on the basis of the relevant order submitted by

- the sender of money, and (or) until the Bank sends to the beneficiary information about the acceptance of payment in his favor.
- 5.38 Orders to revoke a payment document or an order to suspend the execution of a payment document shall be submitted by the Customer to the Bank in electronic form via the Remote Access System or in hard copy. An order to revoke a payment document and an order to suspend the execution of a payment document in hard copy must contain a seal (in cases provided for by the current legislation) and signatures of the Client's authorized persons who have the right to sign payment documents.
- 5.39 Corrections, additions to the order to revoke the payment document and the order to suspend the execution of the payment document submitted on paper shall not be allowed. If the Bank discovers corrections, additions and blotches, such orders shall be returned to the sender no later than one Operational Day from the date of its receipt, indicating the reason for the return.
- 5.40 Within the next Operational Day after the acceptance of the order to withdraw the payment document, the order to suspend the execution of the payment document, the Bank shall notify of the execution or refusal to execute, indicating the reason for the refusal.
- 5.41 An order to revoke a payment document must be issued in accordance with the form provided for by Regulation No 208.
- 5.42 Refunds will not be made after 3 (three) years from the date of execution of the erroneous instruction or unauthorized payment and (or) money transfer.
- 5.43 If the Client detects the fact of execution of an unauthorized payment document and timely informs the Bank about this fact, the Bank shall send a notice of refund of the unauthorized payment to the beneficiary or to the Beneficiary's Bank no later than the next Operational Day after receiving a message from the Customer about the unauthorized payment.
- 5.44 If the Bank has been timely notified by the Customer of an unauthorized payment document and in case of unauthorized payment, it shall reimburse the Customer for the actual losses associated with the execution of this payment document in the manner prescribed by the agreement between them.
- 5.45 Refund of money for an incoming unauthorized payment, if the Bank acts as a beneficiary bank, is carried out if it is provided for by this Agreement/remote banking service agreement. The Beneficiary's Bank, no later than the next Operational Day from the date of receipt of the sender's Bank's notification of the unauthorized payment, shall return the credited amounts of money by debiting them from the beneficiary's bank account without his consent with subsequent notification of the beneficiary.
- 5.46 The beneficiary's bank shall return money for an unauthorized payment at the expense of the money available on the beneficiary's bank account, including if there are decisions of the authorized state body or official to seize the money on the bank account and (or) suspend debit transactions on the bank account, and (or) unexecuted instructions to be executed within an indefinite period.
- 5.47 In case of insufficiency or absence of funds on the beneficiary's bank account, the refund for the unauthorized payment shall be carried out by the Bank that allowed the unauthorized payment document to be issued, at its own expense, within 3 (three) Operational Days after receiving a notification from the Beneficiary's Bank about the absence or insufficiency of money on the beneficiary's bank account.
- 5.48 An instruction sent by an initiator is invalid if the instruction:
- 1) contains details that do not correspond to the details of the instruction received from the previous sender;
 - 2) re-transferred.
- 5.49 In case of detection (by the Client by sending a notice to the Bank of the erroneous execution of the payment document/by the Bank independently) of the fact of erroneous execution of the payment document, the Bank shall, no later than the Operational Day following the day of detection of the fact of the erroneous payment and/or transfer, send to the beneficiary in whose favor the erroneous payment was made, or to the Beneficiary's Bank, a notice of the need to return the erroneous payment with the documents attached, confirming the fact of erroneous payment.
- 5.50 The beneficiary's bank, no later than the Operational Day following the day of receipt of the notification of the sender's bank about the erroneous execution of the sender's payment document, shall return the erroneously credited amounts of money by debiting them from the beneficiary's bank account without his consent with subsequent notification of the beneficiary. The Beneficiary's Bank shall return the

amounts of money by drawing up a payment order, in the purpose of payment of which the Beneficiary's Bank shall indicate the reasons for the return of money.

- 5.51 The return of money for an erroneous payment is carried out by the Beneficiary's Bank at the expense of the money available on the beneficiary's bank account, including if there are decisions of the authorized state body, official or bailiff on the seizure of money on the bank account and (or) suspension of debit transactions on the bank account, and (or) unexecuted instructions, subject to execution in an indefinite time.
- 5.52 In case of insufficiency or absence of money on the beneficiary's bank account, the return of money for the erroneous payment shall be carried out by the sender's Bank, which made the erroneous payment, at its own expense within 3 (three) Operational Days after receipt of a notification from the Beneficiary's Bank about the absence or insufficiency of funds in the beneficiary's bank account. In this case, the Sender's Bank that made the erroneous payment:
- 1) for an erroneous payment containing details that do not correspond to the details of the sender's payment document, sends the payment document in favor of the proper beneficiary or returns the entire amount of payment to the sender;
 - 2) returns the incorrectly withdrawn amount to the sender for an erroneous payment re-submitted;
 - 3) when the Beneficiary's Bank returns the amount of money, the Sender's Bank performs the following actions:
 - a) credits the amount of money to the bank account of the sender of money;
 - b) counts the received amount in its favor if the sender's bank has returned money to the sender at its own expense or sent the transfer to the proper beneficiary at its own expense.
- 5.53 Carry out debit transactions on the Account in accordance with the requirements of the current Legislation.

Article 6. Procedure for conducting currency transactions

- 6.1 Payments and transfers on the Account related to foreign exchange transactions are carried out taking into account the requirements of the currency legislation of the Republic of Kazakhstan, international treaties, the Bank's IRD, the requirements of foreign states affecting the Bank's activities in the financial market, and the requirements of international economic sanctions.
- 6.2 The Client assumes the risk associated with opening and maintaining an Account in foreign currency, which may arise in connection with restrictions established by the current legislation of the Republic of Kazakhstan and (or) the legislation of a foreign state in relation to foreign currency, including, but not limited to, the introduction of currency control or currency restrictions, as well as taxes and other mandatory payments that may be extended to money, held on the Accounts, or transactions using them. By opening the Account, the Customer confirms that he is duly notified that when transferring money from the Account in foreign currency to the correspondent bank, guided by the requirements of the legislation of the relevant foreign state, international agreements, and other requirements, the Bank may:
- 1) suspend the transfer of the Client's money for an indefinite period in order to obtain any necessary additional information about the transaction;
 - 2) refuse to complete the transfer of money in foreign currency without specifying the reasons for such refusal, returning the money to the Bank, including minus the commission charged by the correspondent bank(s).
- 6.3 All transactions with foreign currency are carried out in accordance with the procedure established by the current legislation, the Bank's IRD, including, but not limited to, a ban on settlements in foreign currency between residents of the Republic of Kazakhstan (except for cases provided for by the currency legislation of the Republic of Kazakhstan).
- 6.4 The Client confirms that he is aware of the liability for violation of the legislation of the Republic of Kazakhstan regulating currency transactions, the obligation of the Bank in terms of its performance of the functions of a currency control agent, the provision of information to the authorized state bodies of the Republic of Kazakhstan, foreign tax authorities and foreign tax agents established by legislation and international agreements, as well as the notification by the Bank of law enforcement agencies and

authorized state bodies about the violations of the legislation of the Republic of Kazakhstan committed by the Client.

- 6.5 The Customer agrees that if the Bank receives a request from a foreign correspondent bank participating in the Customer's transaction, the Bank may provide all necessary information and explanations regarding the transaction and the parties participating in it, and if the Bank does not have the requested information, the Customer will provide the Bank with such information, explanations or documents in full and within the period determined by the Bank.
- 6.6 Taking into account the provisions specified in Article 13 of the Rules on General Conditions, the client is obliged to provide the Bank, at its request, within the established time limits, with documents confirming the validity of the payment and currency transactions (copies of agreements and/or contracts and/or bonds, etc., relevant written explanations), on the source of origin of money, its intended use.
- 6.7 The Client is obliged, taking into account the provisions specified in Article 13 of the General Terms and Conditions, to provide the Bank with information, explanations and documents confirming the validity of the payment, transfer in any currency, as well as information, explanations and documents at the request of the foreign correspondent bank participating in the Client's transaction in foreign currency.
- 6.8 The Client agrees that the Bank shall not be liable if the correspondent bank returns the payment sent by the Client with incorrect details in foreign currency to the Account minus the commissions charged by correspondent banks.
- 6.9 The client is responsible taking into account the provisions specified in Article 13 of the Rules on General Conditions for the Provision of Information and Documents on Currency Transactions Using a Corporate and Payment Card Issued by the Bank within the Time Limits Established by the Currency Legislation of the Republic of Kazakhstan.
- 6.10 The Bank has the right, taking into account the provisions specified in Article 13 of the Rules on General Conditions, to request from the Client documents confirming the validity and economic feasibility of making payments, currency transactions, including the acceptance of foreign exchange contracts. In case of late submission of the documents requested by the Bank and/or submission of an incorrect package of documents requested by the Bank, necessary for the execution of the payment, the payment shall be executed on the day of submission of the above-mentioned documents.
- 6.11 Refuse to execute the Client's instructions, accept and service the foreign exchange agreement on the grounds specified in Article 13 of the Rules on General Conditions.

Article 7. Conversion procedure

- 7.1 The Client is obliged to comply with the current legislation when converting. Conversion is carried out within the balance of money on the Account, on the basis of a duly executed instruction of the Client.
- 7.2 The Client has the right, at its own discretion, to authorize the Bank to convert money, both in the Account and with the participation of the Account and other bank accounts opened with the Bank, from one currency to another. By submitting the relevant instruction, the Client provides the Bank with a direct and unconditional consent to the withdrawal by the Bank of the amount to be converted, on the basis of a payment order, by direct debiting of the Account.
- 7.3 The Bank, in accordance with the current legislation, provides conversion services at the rate set by the Bank on the day of the provision of the service, the transaction. The conversion rate corresponds to the rate of purchase/sale of non-cash currency in effect in the Bank on the day of the provision of the service. The rate of purchase/sale of non-cash currency may be changed by the Bank during the operational day, depending on the situation in the market.
- 7.4 The list of currencies that can be used for conversion is established by the Bank independently and can change it at its discretion.
- 7.5 The Bank collects a commission fee from the Account for the provision of services, conversion operations in accordance with the Bank's Tariffs.
- 7.6 The Client agrees that in case of non-fulfillment of his obligations in accordance with the previous instruction to the Bank on conversion, including agreed and recorded through the specified means of communication, the Bank has the right to deduct from any Account opened with the Bank and/or other

second-tier banks, organizations carrying out certain types of banking operations a commission fee in accordance with the Bank's Tariffs, by direct debit of the Account.

7.7 The Client agrees to the resale of previously purchased non-cash foreign currency in case of its non-use within the terms established by the currency legislation of the Republic of Kazakhstan at the non-cash currency sale rate effective in the Bank on the day of the transaction.

Article 8. Cash transactions § 1 Procedure for conducting cash transactions

8.1 The Bank's operations with cash include acceptance, recounting, exchange, issuance by the Bank of banknotes and coins in circulation in national and foreign currencies.

8.2 The Bank's actions when receiving, counting, and disbursing cash from the Client are determined by the current legislation and the Bank's IRD, which regulate the processes of cash servicing of Customers.

8.3 The Bank shall charge a commission fee for the services rendered in accordance with the Bank's Tariffs, by direct debit of the Account, or by depositing cash in the amount not exceeding one thousand monthly calculation indices within one month.

8.4 Cash withdrawal by the Bank shall be carried out within the limits of the available balance of money on the Account, taking into account the amount of the Bank's commission fee payable in connection with the disbursement of money, in the absence of restrictions on the disposal of the Account, including by virtue of the requirements of the current legislation, taking into account the provisions specified in Article 13 of the General Terms and Conditions. The cash withdrawal operation to the Client is carried out on the basis of a duly executed cash disbursement order/check. When drawing up an expense cash order/check, the Client details the purposes of the expense transaction.

8.5 Cash withdrawal to the Client is carried out on the basis of a preliminary application for cash withdrawal, submitted by the Client no later than one business day before the cash withdrawal in accordance with the requirements of the current legislation and the Bank's IRD.

8.6 Cash is accepted by the Bank:

- 1) in case of delivery to the Operational Cash Desk of the Bank's branch – on the basis of a cash receipt document/cash deposit announcement filled in/signed by the Client/Customer's Authorized Person(s);
- 2) in case of submission of the recount of the Bank's branch to the cash desk – on the basis of the transmittal sheet to the cash collector's bag and in advance (at least 3 (three) Business Days) the seal impressions provided to the Bank and the collection service used by the Customer when sealing the cash collection bags;
- 3) in case of replenishment of the Account through electronic terminals when generating the relevant supporting documents.

8.7 The Customer shall submit to the Bank an application for cash withdrawal, and in cases provided for by the current legislation and the Bank's IRD, also documents confirming the purpose of its receipt, 1 (one) Operational Day prior to its receipt.

8.8 The Client has the right to receive cash in national currency from his Account within the balance of the amount of money on the Account by providing a check or an executed cash disbursement order when applying at the Bank's branch.

8.9 The Bank shall issue a cheque book to the Client at the request of the Client, in the form established by the Bank, signed by the Client's authorized representatives in accordance with the document with specimen signatures. Cheque books issued by the Bank contain 25 (twenty-five) and 50 (fifty) forms.

8.10 The cheque is valid for 10 (ten) calendar days from the date of its issuance, not counting the day of its issuance.

8.11 When issuing a cheque, the Client is obliged to:

- 1) observe the sequence of numbers of cheque forms;
- 2) indicate the amount of the cheque in figures and words, and the amount in words must begin at the very beginning of the line with a capital letter, the word "tenge" must be indicated after the amount

in words after one space, the word "tiyn" is not indicated in the cheque, the free space after writing the amount in numbers and words is crossed out with two lines;

- 3) indicate the place of issue of the cheque;
 - 4) put the date of the receipt (date and year - in numbers, month - in words);
 - 5) fill in/ensure that the check is filled out with your own hand with ink or a blue ballpoint pen;
 - 6) In the column after the words "pay" indicate the surname, first name and, if available, the patronymic of the individual or the name of the legal entity in whose name it is issued cheque;
 - 7) indicate the number of the identity document of the Client (for individuals) or the person representing him (for legal entities and individuals), the date of issue and the name of the authority that issued this document;
 - 8) put the Client's signatures in the check (as well as seals for a legal entity, if there is a seal) corresponding to the sample signature in the document with the Client's signature sample;
 - 9) simultaneously with filling in the check, fill in all the details of the check counterfoil;
 - 10) not to make mistakes, corrections and/or erasures in the text of the check;
 - 11) comply with other requirements established by the current legislation.
- 8.12 The Client is responsible for the improper use of cheques, the transfer of a cheque book or individual blank cheques to another person, loss or theft, as well as for abuse by persons authorized by the Client to sign cheques.
- 8.13 The Bank shall replace the cheque book in the following cases:
- 1) change of the Account number, name of the Client, seal and other details of the Client;
 - 2) spending all receipts by the Client;
 - 3) if for some reason the checkbook has become unusable.
- 8.14 The return of the cheque book with the remaining unused stubs and cheques is carried out in connection with the closure of the Account and the termination of the Agreement.
- 8.15 In case of loss, theft of the cheque book/cheques, change in the list of persons authorized to sign cheques, the Customer shall immediately, but in any case, not later than 3 (three) Operational Days, notify the Bank in writing. The bank is not responsible for the payment of duly executed cheques from a lost/stolen cheque book, if it was not notified of the loss/theft in a timely manner.
- 8.16 When withdrawing money in national and foreign currency using a cash disbursement order, the client must provide the Bank's employee with the original identity document or provide a digital image of the identity document through the official digital document service.
- 8.17 When withdrawing money in foreign currency, the client provides the Bank's employee with documents confirming the purpose of the payments made and containing an indication of the amount of foreign currency to be withdrawn in cash. Unused foreign currency withdrawn for the purpose of carrying out a currency transaction to pay for the expenses of an individual related to his/her business trip outside the Republic of Kazakhstan, including entertainment expenses, shall be subject to mandatory crediting to the Client's bank account with the Bank within 10 (ten) Operational Days from the date of expiry of the individual's business trip.
- 8.18 When crediting foreign currency in cash to his current account with the Bank, the client shall indicate in the cash receipt order the basis for receiving foreign currency in cash.
- 8.19 Only an authorized person of the Client, who has the right of the first/first and second signature according to the document with the image of signatures submitted to the Bank, can withdraw money in national and foreign currency using a cash disbursement order.

§ 2 Acceptance of cash through electronic terminals

- 8.20 In order to provide services for accepting cash and crediting it to the Client's Account using electronic terminals (automated deposit machine, payment terminal, CashIn ATM, web server³) (hereinafter

³ Web Server – a web server of the System, which is a payment gateway through which money is credited to the Client's account through the Agent

- referred to as the "Cash Acceptance via Electronic Terminals" Service), the Bank shall assign to the Customer a unique identification code (hereinafter referred to as the "UIC") specified in the Client's Co
- 8.21 Cash is accepted and credited to the Client's Account via ET by entering the UIC on the ET screen.
- 8.22 The Client is responsible for the correct indication of his/her UIC and for the fact that access to the ET is limited to a certain authorized circle of persons acting on the basis of the Client's power of attorney and/or other relevant documents in accordance with the requirements of the current legislation.
- 8.23 The Client assures that the transactions carried out through the ET are not and/or will not be related to the following in the future:
- 1) performance of operations/transactions aimed at circumventing and/or failing to comply with the requirements provided for by the current legislation;
 - 2) including in the field of AML/CFT, international economic sanctions of the United States, the European Union, the UN, the United Kingdom and/or the General Terms Rules;
 - 3) legalization (laundering) of proceeds from crime and financing of terrorism, or extremist activities and other aiding and abetting terrorism or extremism;
 - 4) illegal, unlawful, criminal activities.
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- 8.24 ET allows the Customer to use it solely for the purpose of providing the payment service provided by the Bank for accepting cash and crediting it to the Customer's Account using ET.
- 8.25 Except as expressly provided for in the Agreement, the Bank shall automatically credit the Customer's cash accepted by ET to the Customer's Account on the same business day on which the cash was accepted by ET. From the moment the money is credited to the Client's Account, the Client can dispose of the money credited to his Account.
- 8.26 In case of discrepancies between the actual amount of money in the ET and the data of the cash-in-transit check, the authorized person of the Bank/System⁴/Agent⁵ draws up a corresponding act reflecting the Client's data, number, place of installation of the ET, the time of acceptance of cash through the ET specified in the cash-in-transit check and the actual amount of money.
- 8.27 In case of discrepancies, the Bank/System/Agent and the Client shall take the following actions:
- 1) In the event that the amount of money credited by the Bank to the Client's Account by means of the Electronic Invoice is greater than the actual amount of money in the collected Electronic Account, the Bank shall debit the amount of money in the amount of the difference by direct debit of the Client's Account, and in the event that the money on the Client's Account is insufficient to repay the said difference, the Bank shall have the right to write off the missing amount of money by direct debit of any other accounts of the Client, opened in the Bank.
In case of insufficiency or absence of money on such accounts of the Client, the Bank has the right to suspend the provision of services under the Agreement until the Client fully repays the debt incurred under the Agreement.
 - 2) If the amount of money credited by the Bank to the Customer's Account via ET is less than the actual amount of money in the collected ET, the Bank shall replenish the Customer's Account with the amount of money in the amount of the difference.
- 8.28 Crediting of the amount of money to the Client's Account by means of ET is confirmed by the information set forth in the Client's information receipt, collection check and statement from the Client's Account.
- 8.29 The Client/the Client's authorized person undertakes to load only tenge into the ET and not to use counterfeit banknotes. In the event that the Customer/Customer's authorized person deposits counterfeit banknotes, the Customer/Customer's authorized person shall be liable in accordance with applicable law.

⁴ System – a payment organization registered by the National Bank of the Republic of Kazakhstan in the register of payment organizations and being the owner of the payment system established in the electronic bank

⁵ Agent is an organization that has entered into an agreement with a payment organization to credit the client's money through the System's web server

- 8.30 Acceptance of cash through ET, crediting of money and debiting of commissions from the Client's accounts are made in tenge.
- 8.31 The Bank conducts a brief briefing to the Client/authorized persons of the Client on the service of accepting cash and crediting it to the Account using electronic data at the request of the Client.

Article 9. Audio Customer Service

- 9.1 The Bank shall provide the Client with information on the status of the Account upon telephone request using the code word specified by the Client in the Application Form.
- 9.2 In order to prevent unauthorized use of the "code word" by an unauthorized person when disclosing the "code word", the Customer is obliged to immediately notify the Bank of this fact in writing in order to block the audio maintenance services or submit a written application in any form for the change of the "code word".
- 9.3 The Bank shall not be responsible for providing information on the "code word" to persons who have obtained unauthorized access to it without the Bank's participation. The Bank has the right not to accept claims for the release of information on the Account, if the Bank has not been timely notified of the disclosure of the "code word" to an unauthorized person.
- 9.4 The Customer shall have the right to communicate the "code word" at its own discretion to any person authorized by it to request from the Bank the information provided for in this Article, which the Bank shall consider to be the Customer's Authorized Person entitled to receive information on the Account.

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- 9.5 The Customer has the right to change the "code word" by submitting to the Bank a written application in free form on paper, signed by the Customer's Authorized Representative, or by sending a message through the Remote Access System.

Article 10. Safe deposit box services

- 10.1 The Bank leases to the Client an individual safe deposit box (hereinafter referred to as the safe deposit box) in the safe deposit depository of the Bank, by signing an Application for Safe Deposit services (Appendix 6 to this Agreement) to place valuables in it, on the terms provided for in this Agreement, as well as the Bank's IRD regulating the rules for safe deposit operations. The extension of the lease term, the replacement of the safe, the opening of the safe, the seizure of the contents, and so on, is made out by signing an Application for safe services by the Clients.
- 10.2 Types of locks for the Bank's safe deposit boxes:
- Mechanical Lock - The safe has a double mechanical key lock. The lock is opened simultaneously with two different keys – the key of the Bank's authorized employee and the Customer's key. The Client closes the safe deposit box with his own key, the bank lock closes automatically.
 - Electronic-mechanical lock is a safe that the Customer uses independently without the accompaniment of an authorized employee of the Bank.
- A safe depository is a set of safe columns with a mechanical and electronic access control system to safes.
- The safe deposit box door is equipped with a mechanical lock, which can be opened/locked with the Customer's key provided by the Bank when renting the safe deposit box, and an electromagnetic lock of the electronic access control system, which additionally blocks the safe deposit box, which does not allow the Client to open the safe deposit box without an ID card and without a biometric identifier – by fingerprint (at the request of the Customer). Unlocking of the safe is carried out using an electronic access control system or a master lock located in the upper part of each safe column.
- 10.3 The bank leases safe deposit boxes that meet the following parameters: small safe, medium safe and large safe. Each safe is endowed with its own individual number.
- 10.4 It is prohibited to place in the Bank's safe deposit box:

- 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 an individual safe deposit box (safe deposit box), including its inoperability, and (or) causing damage to the Bank/other customers, and (or) which, due to their properties, are not subject to storage in an individual safe deposit box (safe deposit box);
 - 7) other property prohibited for free circulation in the territory of the Republic of Kazakhstan.
- 10.5 The Bank ensures the security of the safe deposit box without having information about the name, quantity, and quality of the Client's valuables deposited in the safe.
- 10.6 On the day of signing and submitting the Application for safe services, the Customer pays the Bank a commission fee (including VAT) for the entire period of the safe deposit box lease in accordance with the Bank's Tariffs.
- 10.7 Payment can be made by the Client, both by bank transfer and by depositing cash at the Bank's cash desk.
- 10.8 In case of early termination of this Agreement, the amount of commission paid by the Client for the full period of the safe deposit box lease shall not be recalculated and refunded.
- 10.9 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 safe deposit box lease period shall be made by the Customer in accordance with the Bank's Tariffs effective on the day of the safe deposit box lease extension for a new period.
- 10.10 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 period shall be postponed to the next business day without calculation of additional payment.
- 10.11 In case the Customer applies to the Bank for receipt of the contents of the safe deposit box after the expiration of this Agreement, the Customer is obliged to pay the Bank a commission fee for the overdue and unpaid period in the double amount for each calendar day of delay according to the Bank's Tariffs effective on the date of the Customer's application to the Bank's branch or before the date of forced opening of the safe deposit box for renting a safe deposit box of the appropriate size for a period of 1 day, except for Customers of a Priority Banking branch. At the same time, the Client shall not be allowed to the safe deposit box until the amount of the commission fee for the entire overdue and unpaid period of use of the safe deposit box after the expiration of this Agreement.
- 10.12 Upon completion of all the necessary documents and payment by the Client of the commission fee for the lease of the safe deposit box for the period provided for in this Agreement, 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 valuables, as well as a key to the safe deposit box against signature.
- 10.13 Access to the safe deposit box is open during the Bank's Operational Day. Access to the safe deposit box can be provided using the key to the safe deposit box.
- 10.14 When visiting the safe depository, the Client shall present the ID (Identification Document) and also sign the Card for the right to use the safe deposit box.
- 10.15 In case of lock breakage/loss of key, the safe is opened in the presence of the Client.
- 10.16 After the expiration of 3 (three) calendar months/6 (six) calendar months (for customers of a Priority Banking branch) from the date of expiry of the safe deposit box lease period, the Bank has the right to forcibly open the safe deposit box in the presence of three authorized persons of the Bank's branch, with the preparation of an opening report, subject to all the following conditions:
- 1) if the Safe Deposit Box Rental 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 of 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 customers of a Priority Banking branch) from the date of expiry of the safe deposit box lease period).
- 10.17 The contents of the safe are sealed and transferred to a separate safe deposit box located in the safe deposit box until the Client or his authorized person applies.
- 10.18 Absence of the Client at his address specified in this Agreement, as well as failure to appear at the Bank, shall not be a ground for postponing the time of forced opening of the safe.
- 10.19 At the request of the Bank, the client is obliged to:
- 1) present for inspection valuables placed in the safe for detection of firearms, gas and cold weapons, explosives, flammable, narcotic and psychotropic substances;
 - 2) do not use the safe to place the items specified in paragraph 10.4. of this Agreement;
 - 3) after receiving the key to the safe deposit box, try it out in the presence of an authorized employee of the Bank;
 - 4) conscientiously keep the key to the safe;
 - 5) in the event of a lock failure, immediately notify the Bank and reimburse the Bank for all costs associated with opening the safe and replacing the lock in accordance with the current Tariffs of the Bank;
 - 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 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;
 - 7) to compensate the Bank in full for the damage caused (in the form of damage to the safe) resulting from its improper opening/closing;
 - 8) in case of forced opening of the safe deposit box made by the Bank in accordance with the procedure provided for by this Agreement, reimburse, in accordance with the Bank's current Tariffs, all costs associated with the replacement of the lock;
 - 9) pay the Bank a commission fee in the amount and within the terms provided for by this Agreement;
 - 10) upon expiry of the safe deposit box lease period or in case of its early termination, vacate the safe deposit box and hand it over in an undamaged condition together with the key to an authorized employee of the Bank;
 - 11) when extending the safe deposit box lease period on the day of signing the Application for safe deposit box services for the extension of the safe deposit box lease period, pay a commission fee in accordance with the Bank's current Tariffs;
 - 12) submit to the Bank documents confirming the change of information in the documents previously submitted to the Bank when opening the 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 of access to the safe deposit box is granted to other persons, to present a power of attorney for them for the right of access to the safe deposit box;
 - 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 one Operational Day.
- 10.20 The Client has the right to:
- 1) use the safe for its intended purpose during the entire term of this Agreement;
 - 2) choose the size of the safe deposit box and the period of use of the lease, replace (change) the safe, 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) to grant the right to use the safe deposit box to the attorney by issuing a power of attorney;
 - 5) to extend the lease period of the safe deposit box by signing the Application for safe services;
 - 6) terminate this Agreement before the end of its term;
 - 7) in case of loss of his/her copy of the Application, on the basis of the application to receive a duplicate of the Application marked "duplicate".

10.21 The Bank is obliged to:

- 1) provide the Client with a safe deposit box;
- 2) to guarantee the confidentiality of information about the Client, his safe deposit box transactions and valuables placed in the safe;
- 3) to ensure the protection of the safe deposit box from access by unauthorized persons and other influence during the entire term of this Agreement;
- 4) to warn the Client about the possibility of compulsory opening of the safe deposit box by the Bank, in the cases provided for by this Agreement;
- 5) in case of the Client's failure to appear, upon expiry of 5 (five) banking days from the date of expiry of the safe deposit box rental period, send a written notice to the Client about the need to extend the safe deposit box rental period or vacate the safe deposit box.

10.22 The Bank shall have the right to:

- 1) inspect valuables placed in the safe deposit box in order to identify items prohibited for storage in an individual safe deposit box: firearms, gas and cold weapons, explosives, flammable, narcotic and psychotropic substances;
- 2) not to accept the Client's valuables for placement in the safe deposit box in case of non-payment of the commission fee in the amount and within the terms provided for by this Agreement;
- 3) 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, or in case of forced opening of the safe;
- 4) unilaterally terminate this Agreement early if the Client uses a safe deposit box to place the property specified in clause 10.2. of this Agreement;
- 5) forcibly open the safe deposit box with the drawing up of an opening report in the cases and in the manner provided for by this Agreement;
- 6) when extending the safe deposit box lease period for a new period, require the Customer to pay for a new lease period according to the Bank's Tariffs effective on the day of extension;
- 7) to write off without acceptance the commission fee for the safe services provided by the Bank, payable in accordance with the current Tariffs of the Bank, as well as the costs associated with the Bank's expenses for opening the safe, replacing lost keys, from the Client's Account opened with the Bank by debiting the Account. The Client hereby grants the Bank the indisputable (unconditional) right to withdraw the amounts of commission fees from the Account in the amount and in the manner established by this Agreement, the Bank's IRD without additional acceptance or other consent of the Client;
- 8) after the expiration of 3 (three) calendar months/ 6 (six) calendar months (for customers of a Priority Banking branch) from the date of expiry of the safe deposit box lease period specified in the Safe Services Application, to forcibly open the safe deposit box in the presence of three authorized persons of the Bank, with the preparation of an opening report, 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 attorney, in case:
 - a) if the Safe Deposit Box Rental Application has not extended the safe deposit box rental period for a new period and a written notice of forced opening of the safe deposit box has been sent to the Client, indicating the reasons and time of the forced opening;
 - b) the Customer's (his/her attorney's) failure to appear at the Bank after the expiry of 3 (three) calendar months/6 (six) calendar months (for customers of a Priority Banking branch) from the date of expiry of the safe deposit box rental period. The Client's absence from the address specified in the Application for safe deposit box services, as well as his failure to appear at the Bank, is not a ground for postponing the time of forced opening of the safe deposit box).

10.23 The Parties shall be liable for non-fulfillment or improper fulfillment of their obligations under this Agreement in accordance with the terms of the Agreement and applicable law, unless they prove that proper performance was impossible due to force majeure, that is, extraordinary and unavoidable circumstances under these conditions (fire, flood, earthquake, military operations, strikes).

- 10.24 The Bank protects the safe deposit box from access by unauthorized persons and other influence and is not responsible for the contents of the safe deposit box, due to the lack of reliable information about the contents.
- 10.25 The Bank is responsible for the integrity and safety of the safe deposit box rented by the Customer. Losses caused to the Client by the loss, shortage or damage of property in the safe deposit box due to violation of the integrity of the safe deposit box shall be reimbursed by the Bank only in the amount of actual damage, provided that the Bank's fault in insufficient ensuring the integrity of the safe deposit box is proven in the manner prescribed by the current legislation.
- 10.26 In case of untimely notification by the Client of 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 Client's attorney and for the safety of the enclosures in the safe deposit box.
- 10.27 The Bank's expenses incurred as a result of the loss of the key by the Client or the breakage of the lock through the fault of the Client (i.e. the costs of replacing the lock) shall be reimbursed by the Client.
- 10.28 For the placement of prohibited items and substances in the safe, the Client is responsible for the current legislation.
- 10.29 Each of the Parties to this Agreement undertakes to maintain strict confidentiality of information received from the other Party in the course of negotiations, conclusion and execution of this Agreement.
- 10.30 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.
- 10.31 Sending written notices to the Party at the address specified in this Agreement, the Application Form and the Application, in order to ensure the proper performance of the terms of this Agreement, shall not be a violation of the requirements for confidentiality of information.
- 10.32 In the event of disagreements and disputes on the fulfillment of the terms of this Agreement, the Parties undertake to take all necessary measures to settle them out of court.
- 10.33 Relations that are not directly regulated by this Agreement are regulated in accordance with the procedures established by the current legislation.
- 10.34 Each of the Parties to this Agreement 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 this Agreement.
- 10.35 In all other matters that are not expressly provided for in this Agreement, the Parties are guided by the current legislation.

Article 11. Liability of the parties

- 11.1 The Parties shall be liable for non-performance or improper performance of the obligations assumed under the Agreement, certain terms and conditions of the Agreement, the General Terms and Conditions Rules posted on the official website of the Bank www.bankffin.KZ, and in accordance with the current legislation.
- 11.2 For untimely crediting or unlawful debiting of money from the Client's Account by the Bank, the Bank shall pay the Client a penalty, but not losses, in the amount of 0.01 (zero point one) % of the amount of money untimely credited/illegally debited by the Bank for each calendar day of delay, excluding the day of proper performance of the Bank's obligation, but in any case, not more than 5 (five) % of the specified amount.
- 11.3. For non-execution or improper execution of the Client's instructions, including, but not limited to, instructions to transfer money from the Account and/or to withdraw cash from the Account, the Bank shall pay the Client a penalty, but not losses, in the amount of 0.01 (zero point one) % of the amount of the unexecuted or improperly executed instruction by the Bank for each calendar day of delay, excluding the day of proper performance of the obligation by the Bank, But in any case, no more than 5 (five) % of the amount of the specified debt.
- 11.4 The Bank is not responsible:
- 1) for amendments to the Agreement that have entered into force, regulatory legal acts of the Republic of Kazakhstan;

- 2) for losses incurred by the Client as a result of the suspension of debit transactions on the account, temporary restriction of the disposal of property and/or seizure of money on the account on the basis of decisions and (or) orders of authorized state bodies or officials;
 - 3) for the validity of the withdrawal of money from the Account without the consent of the Client, when such withdrawal is made in accordance with the current legislation and (or) the terms of the Agreement that do not contradict the current legislation, and does not consider the merits of the Client's objections to such withdrawal of money from the Account without his consent;
 - 4) for refusal to conduct, as well as suspension of transactions with money and (or) other property in accordance with the AML/CFT Law;
 - 5) for non-delivery by the mobile operator of the SMS message sent by the Bank;
 - 6) for providing information on the Account(s) via cellular communication to unauthorized persons, if the Bank was not timely notified of the loss, theft, disappearance and other cases of loss of cell phones, SIM cards from such User's phone or their transfer to third parties for any reason.
 - 7) for the actions of the Client and/or his Authorized Person on the Account that are contrary to the requirements of the current legislation
- 11.5 In case of non-fulfillment or improper fulfillment by the Customer of any of its obligations under the terms of the Agreement and the General Terms and Conditions, the Bank has the right to collect from the Customer a penalty in the amount of 0.01 (zero point one hundredth) percent of the amount of unfulfilled/improperly fulfilled obligations for each calendar day of delay, including the day of fulfillment of the obligation by the Client. But in any case, no more than 5 (five) percent of the amount of the specified debt.
- 11.6 The Parties are exempt from liability for non-fulfillment or improper fulfillment of their obligations, if it was the result of force majeure circumstances, such as, but not limited to, fire, flood, earthquake, power outage, decisions of state bodies binding on either Party.
- 11.7 The Customer is responsible for the accuracy of the documents submitted to the Bank in accordance with the requirements of the current legislation, as well as for the implementation of debit transactions on the Account in accordance with the requirements of the current legislation.
- 11.8 Any changes and additions to this Agreement are valid only if they are made in writing or in electronic form provided for by the Agreement and signed by authorized representatives of the Parties.
- 11.9 In case of unilateral termination of the Agreement (business relationship), the Bank shall notify the Customer of such termination at least 3 (three) business days prior to the expected date of termination of the Agreement (business relationship) by sending a written notice to the Customer. The Client is obliged to perform the actions specified in the notification within the period specified in the notice. By signing this Agreement, the Client assumes the risks and all consequences (including losses and lost profits) that may arise in connection with the restrictions and prohibitions established by the legislation of foreign states and sanctions in accordance with the jurisdiction of any country, international organization, which apply to the Client and his transactions (including, but not limited to, related to the type of transaction, with the country of registration and (or) location of the Customer and its officers, shareholders/participants, beneficial owners, subsidiaries and associated organizations, as well as payments made to these countries/to these persons or from these countries/from these persons) made by the Bank or through the Bank. The Bank is not responsible for these risks and consequences (including losses and lost profits).
- 11.10 The Agreement shall be automatically terminated if the Customer closes all Accounts with the Bank and the Customer fully pays for the Bank's services under this Agreement. In this case, additional notifications/signing of agreements on termination of the Agreement are not required. 11.11 Each Party has the right to unilaterally withdraw from the Agreement, subject to prior written notification of the other Party of its intention 15 (fifteen) calendar days before the date of termination of this Agreement and the fulfillment of its obligations to the other Party.
- 11.12 In the event of disputes or disagreements between the Bank and the Customer arising from this Agreement and the General Terms and Conditions, the Parties shall take all measures to resolve them through negotiations. If the Parties fail to resolve the dispute through negotiations, such dispute shall be subject to consideration in the courts in accordance with the current legislation.

- 11.13 For all other conditions not regulated in this Agreement and the Rules on General Conditions, the Parties shall be guided by the requirements and norms of the current legislation.

Article 12. Force majeure circumstances

- 12.1. The Parties shall not be liable for non-performance or improper performance of obligations under the Agreement, if such non-performance or improper performance is caused by force majeure.
- 12.2. For the purposes of this Agreement, the Parties shall include, but are not limited to: floods, fires, wars, uprisings, mutinies, revolutions, riots, unrest, nationalization, seizures for state needs, issuance of regulatory legal or other binding acts, illegal actions of persons who are not employees, managers, Authorized Persons of the Parties, as well as failures, critical errors in electronic systems/networks central, national and other banks, other circumstances that do not allow banks to make payments.
- 12.3. In the event that the failure to perform or improper performance of obligations under the Agreement is caused by force majeure(s), the Party affected by them shall notify (in writing, by phone, fax or other communication channels) the other Party of the occurrence of such circumstances within 5 (five) business days from the date of occurrence of force majeure circumstances with a description of the circumstances, as well as take all possible actions to ensure that to reduce loss or damage to the other Party and to restore its ability to perform its obligations under the Agreement. Failure to notify or untimely notification deprives the Party of the right to refer to any force majeure circumstances as grounds exempting from liability for non-performance or improper performance of obligations under the Agreement, except for cases where such failure to notify or untimely notification is directly caused by the relevant force majeure circumstance.

Article 13. Validity of the Agreement

- 13.1. The Agreement comes into force from the moment the Client accedes to the terms of the Agreement by signing the Application Form/Applications.
- 13.2. The Agreement is valid indefinitely.
- 13.3. By signing the Agreement, the Client accedes to the Agreement as a whole, including the General Terms and Conditions.
- 13.4. The Agreement may be terminated:
- 1) by written agreement of the Parties;
 - 2) at the initiative of the Bank on the grounds and in the manner provided for by this Agreement and/or the current legislation;
 - 3) upon the Client's application for termination of the Agreement, submitted in accordance with the Agreement, and provided that there are no circumstances preventing the termination of the Agreement.
- 13.5. Upon termination of the Agreement, the Parties undertake to complete all mutual settlements between themselves.

Article 14. Anti-Corruption Provisions

- 14.1. When concluding, performing, amending and terminating the Agreement, the Parties undertake not to carry out actions that are directly or indirectly qualified by the applicable current legislation as corrupt: giving/receiving a bribe/illegal remuneration, commercial bribery, abuse of official position, as well as actions that violate the requirements of the current legislation, international norms of law and international treaties of the Republic of Kazakhstan on combating legalization (laundering) proceeds from crime (AML/CFT) and other corruption violations – both in relations between the Parties to the Agreement and in relations with third parties and state authorities (hereinafter referred to as corruption actions). The Fund also undertakes to communicate this requirement to its affiliated (related) persons, employees, authorized representatives and intermediaries.
- 14.2. As part of the execution of the Agreement, the Parties undertake:

- 1) to carry out its activities on the principle of absolute rejection of any forms of fraud, the principle of zero tolerance for corruption and to assume social responsibility for their implementation;
- 2) know and comply with the requirements of the Law of the Republic of Kazakhstan "On Combating Corruption";
- 3) not to engage in commercial bribery of officers, representatives, employees of the other Party or their affiliates;
- 4) to assist the other Party in the prevention and prevention of corruption and fraud;
- 5) report all facts of committing corrupt acts and/or intentions to commit such actions, as well as in cases where such cases become known by e-mail compliance@bankffin.kz.

Article 15. Final provisions

15.1 The Client may not transfer or transfer any rights or obligations in connection with the Agreement without the prior written consent of the Bank. Any attempt to do so in violation of this article shall have no legal effect or effect.

15.2 This Agreement constitutes the entire understanding of the Parties and supersedes all previous written or oral agreements and understandings that existed between them in relation to the opening, maintenance and closure of the Client's Account.

15.3 If the Bank makes changes, additions to the Agreement, to the Tariffs for services provided/performed under the Agreement, to the previously established for the Client, the Bank is obliged to inform the Client about such changes, additions in the manner prescribed by this paragraph. Notification is made by posting on the Bank's website at the address: www.bankffin.kz or in the Bank's Operating Rooms no later than 5 (five) calendar days before the date of entry into force of the decision of the Bank's body that made the amendments, additions: amendments, additions to the Agreement by publishing the Agreement in a new edition/Agreement indicating in it the amendments, additions, amendments, additions to the Tariffs by publishing the relevant Tariffs in a new edition/Tariffs with amendments, additions.

After such notification and if the Customer does not agree with the amendments, additions, the Customer shall notify the Bank thereof in writing no later than the date of entry into force of the amendments, additions, by sending to the Bank within the same period a corresponding written notice of termination of the Agreement indicating the reason.

If the Client fails to submit objections and/or written notice of termination of the Agreement in connection with amendments, additions to the Agreement and/or Tariffs or on other grounds before the date specified by the Bank for the introduction of amendments, additions, or objections by the Client after the date specified by the Bank, the Agreement, Tariffs, from the date specified by the Bank is valid taking into account the changes and additions, this will mean that an agreement has been reached between the Parties on the acceptance of the amendments/additions to the Agreement and/or Tariffs.

15.4 When providing services, performing transactions, for the relationship between the Customer and the Bank during the term of the Agreement, in addition to payment documents, the Parties may send written notices to each other, including in cases expressly provided for in the Agreement. At the same time, a written notice sent by the Bank to the Client is considered to be received by the Client:

- 1) when sent by courier – on the day of receipt with a corresponding mark;
- 2) when sent by registered mail – on the 4th (fourth) calendar day after sending (according to the date of the document issued by the postal organization when sending);
- 3) when sending by fax or telex communication – on the day of dispatch, subject to the availability of confirmation of the fax machine on the successful completion of the shipment;
- 4) when sending by e-mail – on the day of sending;
- 5) when sending via the Remote Access System – on the day of dispatch.
- 6) A written notice sent by the Customer to the Bank shall be deemed to have been received by the Bank:
 - a) when sent by courier – on the day of receipt with a corresponding mark;

- b) in case of sending by registered mail – on the 4th (fourth) calendar day after sending (according to the date of the document issued by the postal organization when sending);
 - c) when sent via the Remote Access System on the day of dispatch.
- 15.5 Any costs incurred by the Bank in case of its involvement in litigation between the Client and third parties, as well as any other expenses of the Bank that may arise as a result of the Bank's relations with the Client, not related to the receipt of a commission fee by the Bank in accordance with the Tariffs, shall be attributed to the Client's account. The Bank presents the Client with an invoice indicating the amount of costs. The client is obliged to pay the invoice immediately after receiving it.
- 15.6 The Bank shall consider the Client's claims arising in the process of providing payment services, performing transactions, and providing other services provided for in the Agreement in the manner and within the time limits established by the Bank's Internal Affairs and the applicable law. In case of the Customer's contact by phone, the Bank has the right to record the telephone conversation with the Customer with his/her consent, notifying about it at the beginning of the conversation. In the event that the Bank sends a claim to the Client, if the Client receives the Bank's response to his claim, if the response does not satisfy the Client, the Parties undertake to take the necessary measures to resolve the situation through negotiations. The method and place of negotiations shall be determined by mutual agreement of the Parties.
- 15.7 If the Parties do not reach an agreement in the process of negotiations within 15 (fifteen) calendar days, each of the Parties has the right to apply to the court of the Republic of Kazakhstan to resolve the dispute, disagreement, to satisfy its claim. Depending on the situation, the Parties shall have the right to extend the period specified in this clause by mutual agreement. The law of the Republic of Kazakhstan is applicable to the claim or dispute considered in court. Mutual claims on the execution of concluded agreements and the terms of payment under them between the sender of money and the beneficiary are considered directly by them, without the participation of the Bank.
- All documents related to the Agreement must be drawn up in accordance with the terms of the Agreement, the requirements of the current legislation in the state and/or Russian languages.

Article 16. Address and details of the Bank

“Freedom Bank Kazakhstan” Joint-Stock Company

050000, Almaty, Kurmangazy str., 61 A

BIN 090740019001

Correspondent account KZ23125KZT1001300883 (tenge)

KZ87125USD2001300883 (US dollars)

RSI National Bank of the Republic of Kazakhstan, Almaty

BIC NBRKKZKX