

PUBLIC OFFER FOR CONCLUSION OF A BANK DEPOSIT AGREEMENT

This public offer to conclude a bank deposit agreement (hereinafter referred to as the Offer) defines the terms and conditions for concluding, executing, amending and terminating the bank deposit agreement between “Freedom Bank Kazakhstan” Joint Stock Company, hereinafter referred to as the Bank, and the Depositor.

For the purposes of this Offer, a Depositor is a legal entity, an individual entrepreneur, a peasant or a farm.

The Depositor's accession to the terms and conditions of this Offer is carried out in accordance with Article 389 of the Civil Code of the Republic of Kazakhstan.

The offer is posted on the Bank's official website at: www.bankffin.kz.

This Offer covers term and savings deposits and does not apply to conditional deposits.

The bank deposit agreement shall be deemed concluded from the date of acceptance by the Bank of the Depositor's Application for Accession in the form of Appendix 1 to this Offer, in accordance with the requirements of the legislation of the Republic of Kazakhstan, as well as in accordance with the terms and conditions of the Rules on the general conditions for conducting transactions of “Freedom Bank Kazakhstan” JSC (hereinafter referred to as the Rules on the general conditions for conducting transactions), posted on the Bank's official Internet resource at the following address: www.bankffin.kz.

1. TERMS AND DEFINITIONS

For the purposes of this Offer, the following terms are used with the following meaning:

- 1.1. **Deposit** – money placed by the Depositor in the Bank on the terms of repayment, urgency (if applicable) and payment of interest in accordance with this Offer and the Application for Accession;
- 1.2. **Interest** – a monetary amount accrued by the Bank for a Deposit in accordance with the procedure and on the terms and conditions stipulated in the Agreement;
- 1.3. **Statement** - a document (on paper or in electronic form) on the status of the Depositor's savings account for a certain period of time;
- 1.4. **Annual effective interest rate** – the interest rate in a reliable, annual, effective, comparable calculation for services, calculated in accordance with the Rules for calculating interest rates in a reliable, annual, effective, comparable calculation (real value) for loans and deposits, approved by the National Bank of the Republic of Kazakhstan dated March 26, 2012 No. 137
- 1.5. **Remote Service Channels** – software and hardware facilities of the Bank through which the Depositor is provided with the opportunity to receive banking services without visiting the Bank's branches;
- 1.6. **Bank Deposit Agreement (the "Agreement")** – an agreement between the Bank and the Depositor concluded by way of the Depositor's accession to this Offer, under which the Bank accepts funds from the Depositor into the Deposit. The Agreement consists of the Offer, the Application for Accession, the Bank's Tariffs (in the applicable part), as well as other documents of the Bank explicitly specified in the Offer or the Application for Accession;
- 1.7. **Application for Accession** – a document in the Bank's standard form containing the individual terms and conditions of the Deposit and confirming the Depositor's accession to this Offer;

- 1.8. **IIC** – an individual identification code that is a bank account used to account for Depositor's money;
- 1.9. **IIN** – Individual Identification Number;
- 1.10. **Business Day** – a day on which second-tier banks of the Republic of Kazakhstan perform banking operations, unless otherwise provided by the legislation of the Republic of Kazakhstan;
- 1.11. **Savings Account** – a bank account opened by the Bank for the Depositor to record operations related to the Deposit;
- 1.12. **Bank's Tariffs** – the amounts of commissions and other fees approved by the Bank and payable by the Depositor in connection with the provision of banking services.

2. PROCEDURE FOR CONCLUDING AN AGREEMENT

- 2.1. To conclude the Agreement, the Depositor shall submit to the Bank documents and information provided for by the legislation of the Republic of Kazakhstan, internal regulations of the Bank, and (or) requested by the Bank for the purposes of identification, due diligence of the Depositor, and compliance with the requirements of the legislation of the Republic of Kazakhstan.
- 2.2. The Depositor accedes to this Offer by signing the Accession Application.
- 2.3. The Agreement shall be deemed concluded from the date of the Bank's acceptance of the Accession Application, unless another moment of conclusion of the Agreement is provided for by the legislation of the Republic of Kazakhstan, this Offer, or the Accession Application.
- 2.4. When concluding the Agreement via Remote Banking Channels, the use of a digital signature, a one-time password, authentication means, or other methods of confirming the Depositor's expression of will provided for by the legislation of the Republic of Kazakhstan and internal regulations of the Bank, shall be recognized as an analogue of the Depositor's handwritten signature.
- 2.5. By signing the Accession Application, the Depositor confirms that he/she:
- has read and understood the terms and conditions of this Offer and the Rules on the general conditions for conducting transactions;
 - understands the content of this Offer, the Rules on the general conditions for conducting transactions, and the legal consequences of concluding the Agreement;
 - accepts the terms and conditions of this Offer and the Rules on the general conditions for conducting transactions in full without any exceptions or reservations;
 - shall not be entitled to refer to the absence of their signature on the Agreement as proof that the Agreement/Rules on the general conditions for conducting transactions was (were) not read/understood/accepted by them, provided that the Bank possesses the Accession Application signed by the Depositor;
 - agrees to all terms and conditions for opening, maintaining, and closing a savings account provided for by the Agreement and the Rules on the general conditions for conducting transactions;
 - all provisions of the Agreement and the Rules on the general conditions for conducting transactions fully comply with the interests and expression of will of the Depositor;
 - the conclusion of the Agreement and the performance of its terms and conditions will not violate and will not lead to a violation of the constituent and other documents of the Depositor and (or) any provision of the legislation of the Republic of Kazakhstan and (or) the legislation applicable to the Depositor;
 - подтверждает достоверность представленных Банку документов и сведений. confirms the accuracy and validity of the documents and information submitted to the Bank
- 2.6. An integral part of the Agreement shall be:
- this Offer;
 - the Accession Application;
 - the Bank's Tariffs in the part applicable to the Agreement;
 - other documents of the Bank expressly specified in this Offer or the Accession Application.
- 2.7. In the event of any conflict between the terms and conditions of the Offer and the Accession Application, the terms and conditions of the Accession Application shall prevail with respect to the individual terms and conditions of the Deposit.

2.8. The Offer is posted on the Bank's official internet resource at www.bankffin.kz and is available for review to an unlimited number of persons.

3. SUBJECT MATTER OF THE AGREEMENT

3.1. In accordance with the Agreement, the Bank shall accept money from the Depositor into the Deposit and undertakes to return the Deposit amount and pay the Interest in accordance with the procedure and on the terms and conditions provided for by the Agreement.

3.2. Individual terms and conditions of the Deposit, including the type of Deposit, amount, currency, placement term, Interest rate, procedure for accrual and payment of Interest, terms of replenishment, partial withdrawal, prolongation (if any), as well as other terms and conditions, shall be determined by the Accession Application.

3.3. Specific features of certain types of Deposits may provide for special terms and conditions for replenishment, withdrawal, and return of the Deposit, and the submission of additional documents. Such terms and conditions shall be determined by the relevant type of Deposit and specified in the Accession Application and (or) other documents of the Bank.

3.4. The Bank opens a Savings Account for Depositors to account for Deposit transactions.

3.5. The Deposit shall be placed by means of:

- the Depositor depositing money into the Savings Account;
- transferring money from a bank account opened with another bank or another financial institution;
- the Bank debiting money from the Depositor's current account opened with the Bank, based on the Depositor's instruction and consent contained in the Accession Application.

3.6. By signing the Accession Application, the Depositor provides the Bank with consent and an instruction to debit money from the Depositor's current account opened with the Bank, without issuing a separate payment document, in the amount of the Deposit specified in the Accession Application, for the purpose of placing the money into the Deposit.

3.7. The Deposit shall be deemed placed from the date the money is credited to the Savings Account.

3.8. If the Deposit is not placed within 5 (five) business days following the day of signing the Accession Application, the Agreement shall be deemed unconcluded, and the Savings Account shall be cancelled.

4. INTEREST ON THE DEPOSIT

4.1. For the use of money placed in the Deposit, the Bank shall pay Interest to the Depositor.

4.2. The amount of Interest on the Deposit shall be determined by the Bank and specified in the Accession Application.

For Deposits with a floating Interest rate, the rate amount shall be determined as the sum of the interest spread and the base rate of the National Bank of the Republic of Kazakhstan and may change during the term of the Deposit. In the event of a change in the base rate of the National Bank of the Republic of Kazakhstan, the Bank shall adjust the Interest rate on the Deposit on the next business day following the entry into force of the relevant change, without concluding an additional agreement with the Depositor.

4.3. The procedure for Interest accrual, the calculation base, the accrual period, the frequency of Interest payment, and other terms and conditions of Interest payment shall be determined by the terms and conditions of the relevant Deposit specified in the Accession Application.

4.4. Interest accrual shall be performed on the amount of money placed in the Deposit at the rate specified in the Accession Application, whereby the day the money is received into the Deposit and the day the Deposit term expires shall be counted as one day. Interest on the Deposit amount/additional contributions shall accrue from the day following the day the Deposit amount/additional contribution is deposited/transferred until the expiration date of the Deposit term inclusive, unless otherwise provided for by the terms and conditions of the relevant Deposit. For the "Shabyt" deposit, Interest on the Deposit amount and additional contributions shall accrue from

the day the money is deposited into the Deposit. When calculating Interest, the following calculation base shall be taken as a basis:

- for "Maxi", "Money", "Profit", "Samgau", "Demand", and "Floating" deposits: 360 days in a year, 30 days in a month;
- for the "Shabyt" deposit: 360 days in a year, actual number of days in a month;
- for "Overnight" and "Smart" deposits: actual number of days in a year, actual number of days in a month.

4.5. The payment of Interest shall be made in the manner and within the timeframes determined by the terms and conditions of the relevant Deposit.

4.6. In the event of early return of the Deposit, the recalculation of Interest shall be performed in the manner and on the terms and conditions provided for by the Accession Application.

4.7. In the event that the terms and conditions of the relevant Deposit provide for automatic prolongation, the Interest rate upon extension shall be determined in accordance with the Interest rate effective at the Bank for the relevant type of Deposit on the date of extension, unless otherwise provided for by the Accession Application.

4.8. In the event that, on the grounds provided for by the legislation of the Republic of Kazakhstan, debit operations on the Savings Account are suspended and (or) funds placed on the Savings Account are attached/subject to an order to suspend debit operations, Interest on the Deposit shall accrue and be paid on the entire Deposit amount placed on the Savings Account.

4.9. The Bank shall act as a tax agent in cases provided for by the legislation of the Republic of Kazakhstan and shall withhold taxes from Interest amounts in accordance with the procedure established by the legislation of the Republic of Kazakhstan.

4.10. Tax amounts withheld by the Bank in accordance with the legislation of the Republic of Kazakhstan shall not be subject to recalculation and refund, unless otherwise provided for by the legislation of the Republic of Kazakhstan.

5. DEPOSIT TERM. REPLENISHMENT, PARTIAL WITHDRAWAL AND EARLY RETURN OF THE DEPOSIT

5.1. The term of the Deposit shall be determined by the terms and conditions of the relevant Deposit specified in the Accession Application.

For demand deposits, no placement term of the Deposit shall be established.

5.2. The possibility of replenishing the Deposit, as well as the terms, conditions, and procedure for replenishment, shall be determined by the terms and conditions of the relevant Deposit specified in the Accession Application.

5.3. The possibility of partial withdrawal of money from the Deposit, as well as the terms, conditions, and procedure for such withdrawal, shall be determined by the terms and conditions of the relevant Deposit specified in the Accession Application.

5.4. If the terms and conditions of the relevant Deposit provide for automatic extension, the Deposit shall be extended under the terms and conditions in effect at the Bank for the relevant type of Deposit on the extension date, unless otherwise provided in the Application for Accession.

5.5. The number of automatic extensions is determined by the terms of the relevant Deposit specified in the Application for Accession.

5.6. Upon expiration of the Deposit term, the Bank shall return the Deposit amount and the accrued Interest in the manner provided for by the terms and conditions of the relevant Deposit.

5.7. If the expiration date of the Deposit term falls on a non-business day (a weekend or a day recognized as a holiday in accordance with the legislation of the Republic of Kazakhstan), the return of the Deposit amount and the due Interest shall be made by the Bank on the next business day. In this case, the accrual of interest shall cease on the expiration date of the Deposit term specified in the Accession Application.

5.8. Upon the occurrence of any of the following events:

- early demand for the Deposit by the Depositor;
- full withdrawal of the Deposit on the grounds provided for by the legislation of the Republic

of Kazakhstan;

- partial withdrawal of the Deposit by the Depositor or on the grounds provided for by the legislation of the Republic of Kazakhstan, after which the Deposit amount falls below the minimum balance established in the Accession Application, except for cases of transferring funds from the Deposit to a collateral deposit account opened with the Bank and accepted by the Bank as security for the performance of obligations incurred by the Depositor, prior to the expiration of 50% (fifty percent) of the Deposit term specified in the Accession Application, the Agreement shall be deemed terminated early. In the specified case, the Interest on the Deposit for the period of the Deposit placement shall be paid (or shall not be paid) in accordance with the terms and conditions of the relevant type of Deposit provided for by this Offer. If the Bank has previously paid interest to the details specified in the Accession Application, the Bank shall withhold the amount of overpaid Interest from the Deposit amount.

5.9. Upon the occurrence of any of the events specified in paragraph 5.8 of this Offer after the expiration of 50% (fifty percent) of the Deposit term specified in the Accession Application, the Agreement shall be deemed terminated early. In the specified case, Interest shall be paid for the actual period of the Deposit placement in the amount of 50% (fifty percent) of the Interest rate specified in the Accession Application, unless otherwise provided for by the terms and conditions of the relevant Deposit reflected in the Accession Application. In this case, the Bank shall recalculate the due interest and withhold the amount of overpaid Interest from the Deposit amount.

5.10. Specific features of early termination for certain types of Deposits:

for "Money", "Samgau", and "Shabyt" deposits:

- with a term of 3 months: interest shall not be paid.
- with a term of 6 months:
 - up to 3 months — interest shall not be paid; over 3 months — interest shall be accrued in the amount of 50% of the interest rate on the deposit.
- with a term of 12 months:
 - up to 6 months — interest shall not be paid; over 6 months — interest shall be accrued in the amount of 50% of the interest rate on the deposit.
- with a term of 18 months:
 - up to 12 months — interest shall not be paid; over 12 months — interest shall be accrued in the amount of 50% of the interest rate on the deposit.

Upon recalculation of Interest, the withholding of the overpaid Interest amount shall be made from the principal amount of the Deposit.

For the "Maxi" deposit, interest is paid 30 calendar days after the depositor's application. Interest is recalculated at the rates set by the Bank for "On Demand" deposits.

5.11. In the event of the Depositor's failure to appear at the end of the Deposit term and failure to claim the Deposit amount and accrued Interest, the Bank shall transfer the Deposit amount and accrued Interest to the IIC specified by the Depositor in the Application for Accession, after which the Savings Account shall be closed, unless otherwise provided for by the terms of the relevant Deposit.

5.12. The Bank shall be entitled to terminate the acceptance of new deposits under a specific type of Deposit. The termination of acceptance of new deposits shall not affect the performance of the Bank's obligations under previously concluded Agreements.

6. RIGHTS AND OBLIGATIONS OF THE BANK

6.1. The Bank shall be entitled to:

6.1.1. request from the Depositor documents and information necessary for the conclusion, performance, and termination of the Agreement, as well as those required to comply with the legislation of the Republic of Kazakhstan, the requirements of foreign states that influence the Bank's activities, and the Bank's internal regulations, and to restrict operations for the period of consideration of the submitted documents in cases provided for by the legislation of the Republic of Kazakhstan;

- 6.1.2. verify the documents and information submitted by the Depositor;
- 6.1.3. require the submission of documents and information necessary to update the Depositor's data;
- 6.1.4. refuse to open a Deposit, conduct transactions on the Deposit, or terminate the Agreement in cases provided for by the legislation of the Republic of Kazakhstan, this Offer, the Bank's internal regulations, the requirements of foreign states that influence the Bank's activities, as well as in cases where the Bank suspects the legality of the operations being performed;
- 6.1.5. make amendments and supplements to this Offer in accordance with the procedure provided for by Section 9 of this Offer;
- 6.1.6. without the additional consent of the Depositor, debit money from the Savings Account and other bank accounts of the Depositor opened with the Bank, in cases and in accordance with the procedure provided for by the legislation of the Republic of Kazakhstan, this Offer, and other agreements between the Bank and the Depositor, including for the purposes of:
 - withholding commissions and other payments payable by the Depositor to the Bank;
 - returning money erroneously credited to the Depositor's account;
 - returning over-accrued and (or) overpaid Interest;
 - repayment of debt to the Bank.

send notifications, messages, and other information to the Depositor via the Bank's official website at www.bankffin.kz, the Bank's mobile application, SMS messages, email, push notifications, and other Remote Banking Channels of the Bank;

- 6.1.7. suspend transactions on the Deposit, refuse to conduct transactions, or enforce restrictions on the Savings Account in cases provided for by the legislation of the Republic of Kazakhstan;
- 6.1.8. Use photo, audio, and video recording systems in the Bank's premises, as well as when providing services via remote banking channels for the purposes of ensuring security, preventing fraudulent activities, resolving disputes, and confirming the performance of operations;
- 6.1.9. unilaterally out of court terminate the Agreement and (or) terminate business relations with the Depositor in cases provided for by the legislation of the Republic of Kazakhstan, the Bank's internal regulations, as well as if the Bank has grounds to believe that the Depositor's activities or operations performed by them are related to legalization (laundering) of proceeds from crime, financing of terrorism, financing the proliferation of weapons of mass destruction, fraud, violation of sanction restrictions, or other unlawful activities;
- 6.1.10. recognize the use of a digital signature, a one-time password, authentication means, biometric identification, and other methods of confirming the Depositor's expression of will as an analogue of the Depositor's handwritten signature when concluding, performing, amending, and terminating the Agreement, as well as when performing other actions via remote banking channels in cases provided for by the legislation of the Republic of Kazakhstan and the Bank's internal regulations;
- 6.1.11. exercise other rights provided for by the legislation of the Republic of Kazakhstan, the Offer, and the Bank's internal regulations.

6.2. The Bank shall be obligated to:

- 6.2.1. open a Savings Account for the Depositor in accordance with the procedure provided for by the Agreement;
- 6.2.2. accept money into the Deposit on the terms and conditions of the Agreement;
- 6.2.3. keep records of the money placed in the Deposit;
- 6.2.4. accrue and pay Interest in accordance with the procedure and on the terms and conditions provided for by the Agreement;
- 6.2.5. return the Deposit amount and the accrued Interest within the timeframes and in accordance with the procedure provided for by the Agreement;
- 6.2.6. withhold taxes and other mandatory payments from the Interest amount on the Deposit in cases and in accordance with the procedure provided for by the legislation of the Republic of Kazakhstan;

- 6.2.7. provide the Depositor with Statements and other information on the Deposit in accordance with the procedure provided for by the legislation of the Republic of Kazakhstan and the Bank's internal regulations;
- 6.2.8. ensure the confidentiality of banking secrets in cases and in accordance with the procedure provided for by the legislation of the Republic of Kazakhstan;
- 6.2.9. post information regarding changes to this Offer and the Bank's Tariffs on the Bank's official internet resource at www.bankffin.kz within the timeframes and in accordance with the procedure provided for by the legislation of the Republic of Kazakhstan and the Bank's internal regulations;
- 6.2.10. perform other obligations provided for by the legislation of the Republic of Kazakhstan and the Agreement.

7. RIGHTS AND OBLIGATIONS OF THE DEPOSITOR

7.1. The Depositor shall be entitled to:

- 7.1.1. place money into the Deposit on the terms and conditions provided for by the Agreement;
- 7.1.2. receive information about the Deposit, including information on the Deposit amount, accrued Interest, and transactions on the Deposit;
- 7.1.3. receive Interest in accordance with the procedure and on the terms and conditions provided for by the Agreement;
- 7.1.4. replenish the Deposit, perform partial withdrawal of money from the Deposit, and demand early return of the Deposit in cases and in accordance with the procedure provided for by the terms and conditions of the relevant Deposit and the legislation of the Republic of Kazakhstan;
- 7.1.5. demand the return of the Deposit amount and accrued Interest upon expiration of the Deposit term or in other cases provided for by the Agreement;
- 7.1.6. receive information on the terms and conditions of deposit insurance/guaranteeing in accordance with the procedure provided for by the legislation of the Republic of Kazakhstan;
- 7.1.7. exercise other rights provided for by the legislation of the Republic of Kazakhstan and the Agreement.

7.2. The Depositor shall be obligated to:

- 7.2.1. comply with the terms and conditions of the Agreement and the Rules on the general conditions for conducting transactions posted on the Bank's official internet resource at www.bankffin.kz;
- 7.2.2. provide the Bank with accurate and valid documents and information necessary for the conclusion and performance of the Agreement;
- 7.2.3. upon the Bank's request, provide documents and information necessary to update the Depositor's data, as well as documents that the Bank deems necessary to comply with the requirements of the legislation of the Republic of Kazakhstan, the Bank's internal documents, and the requirements of foreign states that influence the Bank's activities;
- 7.2.4. immediately, but in any case, no later than 3 (three) business days from the date of occurrence of the relevant changes, notify the Bank and submit to the Bank documents confirming the change in previously submitted data, including information on the name, location, chief executive, representatives, persons authorized to sign, beneficial owners, contact details, as well as other circumstances that may affect the performance of the Agreement and the conduct of operations on the Deposit;
- 7.2.5. ensure the availability of money on the current account opened with the Bank, in the event that the Deposit is placed by means of the Bank debiting money based on the consent and instruction of the Depositor;
- 7.2.6. pay for the Bank's services in accordance with the effective Tariffs of the Bank;
- 7.2.7. independently monitor information regarding changes to this Offer, the Bank's Tariffs, and other documents of the Bank posted on the Bank's official internet resource at www.bankffin.kz;
- 7.2.8. upon the Bank's request, provide documents and information necessary for the Bank to comply with the requirements of the legislation of the Republic of Kazakhstan, including for the

purposes of identification, due diligence of the Depositor, identification of beneficial owners, determination of tax residency, source of funds, and the nature of the business relationship;

7.2.9. in the event of transferring the Deposit amount and (or) Interest to a bank account opened with another bank or another financial institution, pay the Bank's commissions according to the effective Tariffs of the Bank. The Bank shall be entitled to withhold the amount of the relevant commission from the Deposit amount and (or) interest payable to the Depositor;

7.2.10. if the Depositor is a quasi-public sector entity, independently ensure the receipt of all necessary approvals, decisions, and other documents required by the legislation of the Republic of Kazakhstan for placing money into the Deposit, as well as bear liability for compliance with the requirements of the legislation of the Republic of Kazakhstan related to the placement of such money and the disposal of the received Interest;

7.2.11. comply with the requirements of the legislation of the Republic of Kazakhstan;

7.2.12. timely execute the lawful demands of the Bank related to the performance of the Agreement, requirements of the legislation of the Republic of Kazakhstan, and the Bank's internal regulations;

7.2.13. perform other obligations provided for by the legislation of the Republic of Kazakhstan and the Agreement.

8. AML/CFT/FPWMD, SANCTIONS COMPLIANCE AND ANTI-FRAUD

8.1. The Bank shall implement measures to counter the legalization (laundering) of proceeds from crime, the financing of terrorism, and the financing of the proliferation of weapons of mass destruction in accordance with the legislation of the Republic of Kazakhstan, internal regulations of the Bank, and the requirements of foreign states that influence the Bank's activities.

8.2. The Bank shall be entitled to refuse to establish or continue business relations with the Depositor, refuse to conduct transactions on the deposit, restrict the provision of banking services, or unilaterally terminate the Agreement out of court in cases provided for by the legislation of the Republic of Kazakhstan, internal regulations of the Bank, as well as if the Bank has grounds to believe that the activities of the Depositor, their representatives, beneficial owners, or operations performed by them may be related to legalization (laundering) of proceeds, financing of terrorism, financing of the proliferation of weapons of mass destruction, fraud, circumvention of international economic sanctions, or other unlawful activities.

8.3. The Bank shall be entitled to refuse to conduct transactions or terminate business relations with the Depositor and unilaterally terminate the Agreement out of court in the event that international economic sanctions are applied to the Depositor, their representatives, beneficial owners, or persons related to them, or if there is a risk of violating such sanctions, as well as if there is a risk of the Bank violating the requirements of the sanctions legislation of foreign states, international organizations, FATF recommendations, requirements of the Bank's correspondent banks, or the Bank's internal regulations.

8.4. The Bank shall be entitled to suspend transactions and (or) refuse to conduct them in cases of attachment of the Depositor's money, suspension of debit operations by authorized state bodies, as well as in other cases provided for by the legislation of the Republic of Kazakhstan.

8.5. The Bank shall be entitled to use automated systems for monitoring, analyzing, and detecting suspicious, unusual, and fraudulent operations.

8.6. The Bank shall not be liable for any losses of the Depositor arising as a result of a refusal to conduct an operation, suspension of an operation, restriction on the provision of banking services, or termination of business relations in cases provided for by the legislation of the Republic of Kazakhstan and this Agreement.

9. AMENDMENT OF THE OFFER AND THE BANK'S TARIFFS

9.1. The Bank shall be entitled to unilaterally make amendments and supplements to this Offer and the Bank's Tariffs in accordance with the procedure provided for by the legislation of the Republic of Kazakhstan and the Bank's internal regulations.

- 9.2. Information regarding amendments and supplements to this Offer and the Bank's Tariffs shall be brought to the attention of the Depositor by posting the relevant information on the Bank's official internet resource at www.bankffin.kz and (or) by other means determined by the Bank.
- 9.3. Amendments and supplements to this Offer and the Bank's Tariffs shall enter into force from the date specified by the Bank in the relevant notification, unless another procedure is provided for by the legislation of the Republic of Kazakhstan and the Rules on the general conditions for conducting transactions.
- 9.4. Amendments and supplements to this Offer shall apply to legal relations arising after such amendments enter into force, unless otherwise provided for by the legislation of the Republic of Kazakhstan.
- 9.5. The modification of the terms and conditions of a specific Deposit shall be performed in cases and in accordance with the procedure provided for by the legislation of the Republic of Kazakhstan and the terms and conditions of the relevant Deposit.

10. LIABILITY OF THE PARTIES

- 10.1. For non-performance or improper performance of obligations under the Agreement, the Bank and the Depositor shall bear liability in accordance with the legislation of the Republic of Kazakhstan and the Agreement.
- 10.2. The Bank shall not be liable for non-performance or improper performance of obligations under the Agreement if such non-performance resulted from:
- the Depositor submitting inaccurate, incomplete, or untimorously updated documents and information;
 - actions or omissions of state bodies;
 - the attachment of the Depositor's money, suspension of debit operations, or other restrictions imposed by authorized bodies;
 - the Bank's compliance with the requirements of the legislation of the Republic of Kazakhstan, the requirements of foreign states that influence the Bank's activities, and the Bank's internal documents;
 - circumstances of force majeure.
- 10.3. The Depositor shall be liable for the accuracy, completeness, and validity of the documents and information submitted to the Bank.
- 10.4. The Depositor shall bear the risk of adverse consequences arising from the failure to timely notify the Bank of changes in data previously submitted to the Bank.
- 10.5. The Bank shall not be liable for any losses of the Depositor arising as a result of a refusal to conduct an operation, suspension of an operation, restriction on the provision of banking services, or termination of business relations in cases provided for by the legislation of the Republic of Kazakhstan, this Offer, the Bank's internal regulations, or the requirements of foreign states that influence the Bank's activities.
- 10.6. A Party that has failed to perform or has improperly performed its obligations under the Agreement shall be obligated to compensate the other Party for the losses caused by such non-performance in cases and in accordance with the procedure provided for by the legislation of the Republic of Kazakhstan.
- 10.7. The Parties shall be released from liability for the full or partial failure to fulfill obligations under the Agreement if such failure was a consequence of force majeure circumstances, including, but not limited to, natural disasters, military actions, acts of government bodies, interruptions in the operation of payment systems and other circumstances beyond the reasonable control of the Parties.

11. ANTI-CORRUPTION CLAUSE

- 11.1. The Parties hereby represent and warrant that they comply with and undertake to comply with the applicable norms of legislation on countering corruption and countering the legalization (laundering) of proceeds from crime (hereinafter referred to as the "Anti-Corruption Norms").

11.2. When performing their obligations under the Agreement, the Parties shall not commit any actions (shall refrain from omissions) that contradict the Anti-Corruption Norms, and shall make all necessary efforts permitted by legislation to ensure compliance with the Anti-Corruption Norms by their subsidiary, dependent, and affiliated organizations, including, but not limited to, refraining from direct or indirect, personal or through third parties offering, promising, giving, extorting, requesting, consenting to receive, and receiving bribes in any form (including in the form of money (in cash and non-cash form in any currency), other valuables, property, property rights, or other material and/or non-material benefits) in favor of or from any persons in order to influence their actions or decisions to obtain any commercial advantages or for any other unlawful purpose.

11.3. In the event that one of the Parties has reasonably grounded suspicions that a violation of any provisions of the Agreement by the other Party has occurred or may occur, such Party shall be entitled to send a request to the other Party demanding the submission of comments and information (documents) refuting or confirming the fact of the violation.

12. DISPUTE RESOLUTION PROCEDURE

12.1. All disputes and disagreements arising between the Bank and the Depositor in connection with the conclusion, performance, amendment, termination, or invalidity of the Agreement shall be resolved through negotiations.

12.2. In the event that a dispute cannot be settled through negotiations, the dispute shall be subject to judicial review in accordance with the legislation of the Republic of Kazakhstan at the venue and in accordance with the procedure determined by the procedural legislation of the Republic of Kazakhstan.

12.3. The applicable law under the Agreement shall be the law of the Republic of Kazakhstan.

13. FINAL PROVISIONS

13.1. In all matters not regulated by the Agreement, the Bank and the Depositor shall be guided by the legislation of the Republic of Kazakhstan.

13.2. The invalidity or unenforceability of certain provisions of the Agreement shall not entail the invalidity of the remaining provisions of the Agreement.

13.3. The Bank and the Depositor recognize the legal force of documents, notifications, messages, and other information transmitted via the Remote Banking Channels of the Bank, in cases and in accordance with the procedure provided for by the legislation of the Republic of Kazakhstan and the Bank's internal regulations.

13.4. Documents, applications, notifications, and other information generated and transmitted via the Remote Banking Channels of the Bank shall have the legal force of hard-copy (paper) documents in cases and in accordance with the procedure provided for by the legislation of the Republic of Kazakhstan and the Bank's internal regulations.

13.5. Notifications and messages from the Bank shall be deemed brought to the attention of the Depositor from the moment they are sent in the manner provided for by the Agreement.

13.6. Money placed in the Deposit by a Depositor (an individual entrepreneur, a peasant (private) farm) is subject to mandatory deposit insurance (guaranteeing) in accordance with the Law of the Republic of Kazakhstan "On compulsory insurance of deposits, placed in second-tier banks of the Republic of Kazakhstan". The Depositor confirms that they are familiar with the terms and conditions of guaranteed deposit payout, which are posted on the Bank's internet resource at www.bankffin.kz, as well as with the certificate of the Bank as a participant in the mandatory collective insurance (guaranteeing) system for deposits of individuals.

13.7. The Depositor shall bear the risk of adverse consequences associated with the non-receipt of notifications and messages from the Bank due to failure to timely notify the Bank of changes in their details, contact information, and other data.

This Offer is posted on the Bank's official internet resource at www.bankffin.kz and is available for review to an unlimited number of persons.

13.8. The Offer shall enter into force from the date of its approval by the Bank and shall remain effective until its cancellation or the adoption of a new version of the Offer by the Bank.

13.9. By acceding to this Offer by signing the Accession Application or performing other actions provided for by the Bank to accept the Offer, the Depositor confirms that he/she:

- has familiarized with the terms and conditions of this Offer in full;
- understands the content of this Offer and accepts its terms and conditions without any remarks or objections;
- has familiarized with the effective Tariffs of the Bank;
- has familiarized with the terms and conditions of the selected banking product;
- confirms the accuracy and validity of the information and documents submitted to the Bank;
- consent to receive the Bank's notifications by the methods provided for by this Offer.