

**Public offer for the provision of consulting services  
for the «Freedom Rating» service  
(proposal to enter into an agreement for the provision of consulting services for the  
«Freedom Rating» service)**

This document is a public offer of «Freedom Bank Kazakhstan» JSC (hereinafter referred to as the Offer/Agreement), containing all the essential terms of the agreement, to conclude an agreement on the terms specified in this offer with anyone who responds, in accordance with Article 395 of the Civil Code of the Republic of Kazakhstan (hereinafter referred to as the Civil Code of the Republic of Kazakhstan).

This public offer is posted on the Bank's official website <https://bankffin.kz>.

In accordance with paragraph 3 of Article 396 of the Civil Code of the Republic of Kazakhstan, acceptance of the Offer is equivalent to the conclusion of an agreement on the terms and conditions set out in the Offer.

Acceptance of the Offer is determined by the Client entering the OTP code into the Bank's SuperApp and signing the application and agreeing to the provision of services in the manner stipulated in the Agreement. The Agreement is considered concluded upon the Client's signing of the application.

There is no deadline for acceptance of the Offer. The Bank may revoke the Offer at any time. The Bank will notify Clients of the Offer revocation by posting information about the Offer revocation on the Bank's Website or in SuperApp.

The Client has read, understood, and agreed to the provisions of this Agreement, the Bank's tariffs, and the Rules of the loyalty program and accrual of Cashback within the framework of the Advisory service «Freedom Rating» of JSC «Freedom Bank Kazakhstan» (hereinafter referred to as the Rules) in full, without any comments or objections, and has acceded to them in full, and also accepts the obligation to strictly, promptly, and fully comply with all provisions of this Agreement, the Bank's tariffs and Rules.

The main purpose of the implementation and operation of the consulting service «Freedom Rating» is to provide consulting services<sup>1</sup>, including

- conducting analytical data processing and calculating the Freedom Rating;
- visualization of results and explanations for each factor in SuperApp;
- providing the Client with individual recommendations to improve his financial behavior;
- consulting support and informing the Client through digital channels.

## 1. DEFINITIONS AND TERMS

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

**Acceptance of the Offer** – full and unconditional acceptance of the Offer by the Client through the signing of the application by the Client entering the OTP code into the Bank's SuperApp.

**Bank** – «Freedom Bank Kazakhstan» JSC.

**Bonus account** – the off-balance sheet account opened automatically by the Bank when the Client joins the Freedom Rating Advisory Service. The Bonus Account records accrual and debit transactions of Cashback, provided from the Bank's funds for the Client's non-cash payments and other transactions that meet the terms of the Freedom Rating Advisory Service. At the Client's initiative, Cashback is debited from the Bonus Account and credited in an equivalent amount to the Client's current account for further use. Bonus Account transactions, such as accruals and debits, are displayed in the SuperApp.

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<sup>1</sup> Advisory services, including credit assessment, financial behavior analysis, and recommendations, are provided by the Bank based on the Bank's internal methods, algorithms, and analytical models. The information provided to the Client is for informational and advisory purposes only, is intended for the Client's personal use, and does not constitute an official credit opinion, credit rating, or scoring report recognized by other financial institutions. The results of the Freedom Rating calculation do not obligate the Bank to provide financial products under certain conditions and are not to be used by third parties as a reliable source of credit information or to confirm the Client's creditworthiness with other financial institutions.

**Freedom/ETN Investment Currency** — The Freedom Investment Currency banking product is a unit of measurement in the form of a monetary equivalent of the underlying asset in the form of securities owned by the Client. The security is an ETN (Exchange Traded Notes, issuer – FRHC Fractional SPC Ltd., trading symbol – FRHC.ETN, ISIN – KZX000002001), secured by the share of Freedom Holding Corp. ticker FRHC. The Freedom Currency allows the Client to make payments/transfers through the sale/donation of ETN. It is denominated in US dollars;

**Cashback** — within the framework of the service «Freedom Rating Consulting Service» product, income accrued by the Bank from its own funds to the Client's Bonus Account subject to the mandatory condition of timely repayment of the scheduled monthly payment under the loan agreement executed from the moment of technical implementation (inclusive), and depends on the level of the Client's Freedom Rating, type and term of the loan product;

**Client** — an individual who has reached the age of 18, registered and authorized in SuperApp, and has passed identification in accordance with the requirements of the legislation of the Republic of Kazakhstan and the internal regulatory documents of the Bank.

**Freedom Rating Consulting Service** — a set of organizational, methodological and technical measures of the Bank aimed at providing Clients with information on financial behavior in the form of a numerical assessment expressed in points, and is used exclusively for the purpose of consulting Clients;

**Offer** – This public agreement for the provision of consulting services, which the Bank sends to anyone who responds, and which contains all essential terms. This proposal contains all terms recognized as essential by law or necessary for this type of legal relationship, as well as those terms on which, at the request of the Contractor, an agreement must be reached. In accordance with Part 2 of Article 394 and Part 3 of Article 396 of the Civil Code of the Republic of Kazakhstan, this Agreement is deemed to have been concluded by the Parties in writing;

**Credit history (CH)** — information on financial obligations and their fulfillment by the Client, provided by the credit bureau of the Republic of Kazakhstan. As part of the Freedom Rating Consulting Service, the Client has the opportunity to review their credit history and download it in PDF format via SuperApp.

**Bank's website** – an electronic information resource of the Bank, displayed in text, graphic, audiovisual or other form, hosted on a hardware and software complex, having a unique network address and/or domain name and operating on the Internet. Bank's Website Address <https://bankffin.kz>;

**Freedom Rating** — a system for internally assessing the Client on a scale from 0 (zero) to 100 (one hundred) points, where the minimum value indicates an extremely low level of overall Client performance, and the maximum value indicates a high level of overall Client performance. The internal assessment system is developed by the Bank based on a combination of behavioral, financial, and product factors, including: the balance of the Freedom Investment Currency, the use of ecosystem products, purchases from partners, payment discipline, credit load, credit activity and salary receipts. The Freedom Rating is provided to the Client exclusively as part of the advisory service and is expressed as a numerical indicator reflecting the Client's overall financial behavior.

**SuperApp** — Freedom SuperApp mobile application, designed for receiving remote electronic banking services and services of the Bank's partners through an application (software) installed on a mobile device.

## **1.2. Factors affecting the rating:**

**Freedom Investment Currency Balance.** This factor is a cumulative indicator characterizing the average daily balances on the Client's deposit and card accounts over the last 3 months on the Client's Freedom Investment Currency account, as recorded within the Bank's internal accounting systems. The Bank considers this factor to be one of the indicators of the stability of the Client's

financial behavior. The logic behind its application is that the higher the average daily balance, the more positive the impact of this indicator on the Freedom Rating.

**Use of products.** This factor reflects the number, variety, and activity of the Client's use of banking products and the Freedom ecosystem offered by the Bank. The specified products include: payment cards, deposit accounts, loan agreements, insurance and investment instruments. Each presence and active use of a product is interpreted by the Bank as a positive element of the Client's interaction with the Freedom ecosystem, which is documented in the accounting systems. The broader and more active the Client's use of the range of products, the greater the positive impact this factor has on the final Freedom Rating.

**Purchases from partners.** This factor characterizes the degree of the Client's integration into the Freedom ecosystem and is determined based on the total turnover generated through partner services integrated with SuperApp. If the Client's purchase activity from partners is low or nonexistent, the contribution of this factor is considered minimal. However, as the volume of purchases from partners increases, the contribution of this factor increases proportionally, leading to an increase in the final Freedom Rating. Therefore, this factor is considered an additional mechanism for assessing the Client's engagement with the Bank and its partners.

**Payment discipline.** This factor is a key indicator of a client's reliability and reflects their ability to fulfill their loan obligations on time. The calculation takes into account both the presence and absence of overdue debt, as well as the duration and frequency of occurrence. A lack of overdue debt is certainly considered a positive indicator and ensures the client receives the maximum score for this factor. However, the presence of prolonged, repeated, or multiple overdue debts leads to a systematic decline in the factor, which negatively impacts the overall Freedom Rating.

**Financial Stability.** This factor reflects the Client's level of financial activity and is determined based on the average daily balance of the Client's accounts with the Bank over the past three (3) calendar months. The calculation includes balances on all of the Client's accounts.

**Credit activity.** This factor is an indicator of the client's credit behavior and takes into account both the number of new loans issued over a period of 6-12 months and their history of timely repayment. A positive scenario is one in which the client has existing loans, serviced without delinquencies, and demonstrates a history of timely repayment of loan obligations. A negative scenario is one in which the client takes out a significant number of new unsecured loans within a short period of time. Such behavior is interpreted as a high-risk factor and has a negative impact on the final Freedom Rating.

**Salary receipts.** This factor reflects the regularity of the Client's salary receipts under the Bank's salary program. The calculation takes into account the presence of confirmed salary receipts by calendar month. Multiple salary receipts in a single calendar month do not increase the number of billing months.

## 2. SUBJECT OF THE OFFER

2.1. The subject of this Offer is the provision of consulting services on matters related to the Client's financial activities in accordance with the terms of this Offer. This service consists of a consultation, including an assessment of the Client's creditworthiness and an evaluation of their financial behavior within the Bank's ecosystem. The Freedom Rating is expressed as a point scale and is used to determine the Client's access to the Bank's personalized offers.

## 3. TERMS OF SERVICE

3.1. The Bank provides consulting services after the signing of the application to join the Offer and the Client's consent to receive information about him from the Credit Bureau.

3.2. The types, cost and methods of payment for consulting services are specified in the Bank's Tariffs, posted on the Bank's official website <https://bankffin.kz>.

3.3. The bank provides consulting services on a regular basis.

3.4. Consulting services are provided to the Client from the date of the Client's acceptance of the terms of this Offer and for the duration of the Agreement, in accordance with the terms of this Agreement and the Bank's internal regulations governing the provision of consulting services. The Freedom Rating, as well as information on Cashback, are updated every 5 business days. The SuperApp displays the latest calculated Freedom Rating and the date of its update. The Client reserves the right to immediately and unilaterally terminate the Agreement if the Bank violates the terms of the consulting services or uses the Client's personal data inconsistently with the purposes defined in this Offer.

3.5. The Freedom Rating is an integral indicator and is defined as the sum of points for the Freedom Rating factors with the final value limited to a maximum of 100 points: **Freedom Rating = min ( $\Sigma$  points for each factor, 100)**, where each factor is normalized and limited to ranges set by the Bank.

3.6. The assigned Freedom Rating has the force of a service delivery certificate. Acceptance occurs without the signing of a corresponding certificate.

3.7. The specific purposes of using the Freedom Rating include, but are not limited to: providing Clients with information that constitutes the Bank's advisory opinion regarding the overall analysis of their financial behavior; developing in Clients an understanding of the key factors influencing their financial situation, without the Bank providing any guarantees or obligations regarding subsequent changes to the terms of banking products; increasing the level of Client engagement in the Bank's ecosystem by providing transparent and accessible advisory explanations regarding the use of products and compliance with financial discipline; developing a culture of responsible financial behavior among Clients and stimulating their interest in independently assessing their own actions.

3.8. Activity categories

Category	Subcategory	Evaluation criteria
Freedom Ecosystem	Freedom Investment Currency Balance	Average daily balance in the Freedom Investment Currency account over the past 3 months
	Use of products	Number of active products (cards, deposits, loans, insurance, etc.)
	Purchases from partners	Turnover through SuperApp among partners over the last 3 months
Financial literacy	Payment discipline	The presence/duration of delays, the proportion of timely payments
	Financial Stability	Average daily balance on any client accounts in the Bank over the last 3 months
	Credit activity	Number and dynamics of loans over 6 months; repayment history
Additional points	Salary receipts	The confirmed salary receipts of the Client within the framework of the salary project of the Bank for the last 3 months

3.9. The Cashback amount displayed to the Client in SuperApp prior to making the mandatory scheduled monthly payment under the loan agreement is for informational purposes only and may be updated on the payment date. The final Cashback amount to be accrued is determined by the Bank on the mandatory scheduled monthly payment date, taking into account

the Client's current Freedom Rating, the type and term of the loan product, and the conditions set forth in the Rules.

3.10. Cashback is credited by the Bank to the Client's Bonus Account subject to the repayment of the mandatory scheduled monthly payment under the loan/credit agreement only if the Client deposits funds by non-cash payment via card or current account in full and within the timeframes established by the loan agreement.

3.11. Cashback is credited in the national currency tenge, which is subsequently converted into ETN at the Bank's exchange rate set at the time of the ETN purchase transaction.

#### **4. RIGHTS AND RESPONSIBILITIES OF THE BANK**

4.1. The Bank is responsible for the storage and processing of the Client's personal data, ensures the confidentiality of this data during its processing, and uses it exclusively for the provision of high-quality consulting services to the Client.

4.2. Bank guarantees to provide the Client with complete and accurate information about the service provided in SuperApp.

4.3. Disclosure of information in accordance with reasonable and applicable requirements of the legislation of the Republic of Kazakhstan shall not be considered a violation of obligations.

4.4. The Bank reserves the right to unilaterally amend the services and terms of this Offer at any time without prior notice to the Client by publishing such amendments on the Website.

4.5. The Bank maintains an ongoing system that generates prompts and explanations aimed at informing clients about their financial behavior in SuperApp.

4.6. As part of the «Freedom Rating» Program, the Bank provides the Client with the opportunity to review information about their own credit history, which is taken into account when forming their Freedom Rating in SuperApp.

4.7. The Bank undertakes to provide the Client with functionality that allows them to download their credit report (CH) in PDF format for personal review and storage in SuperApp.

4.8. The Bank undertakes to credit the Client with cashback within 24 (twenty-four) hours from the moment the scheduled monthly payment amount is credited towards the fulfillment of obligations under the loan agreement, subject to the Client's compliance with the requirements and from the moment the right to receive it arises.

#### **5. RIGHTS AND OBLIGATIONS OF THE CLIENT**

5.1. The Client is obliged to provide accurate information about himself during the provision of consulting services.

5.2. The Client undertakes not to reproduce, repeat, copy, sell, or use for any purpose the information and materials made available to him in connection with the provision of consulting services, except for his personal use.

5.3. The Client enjoys all consumer rights in accordance with the current legislation of the Republic of Kazakhstan governing relations regarding the provision of services for a fee.

5.4. The Client can see the dynamics of their Freedom Rating in SuperApp, which is displayed as a visual progress indicator and a «More Details» section, which includes: activity history, a breakdown of data sources, and advisory recommendations for each factor.

5.5. The calculation results cannot be disputed by the Client as a basis for changing the terms of the contracts and are of an advisory nature only.

5.6. All complaints regarding the quality of services rendered must be sent by the Client in writing to the address: salem@bankffin.kz or to the information line +7 776 1 595 595 and 595. The period for consideration of the complaint is 3 (three) business days from the moment the complaint is received by the Bank.

#### **6. LIABILITY OF THE PARTIES**

6.1. The Bank and the Client undertake to apply pre-trial dispute resolution procedures in the event of disputes or disagreements.

6.2. If a pre-trial settlement is impossible, the parties have the right to appeal to the Specialized Interdistrict Economic Court of Almaty. Disputes between the parties will be considered in accordance with the current legislation of the Republic of Kazakhstan.

6.3. For failure to fulfill or improper fulfillment of obligations under this Offer, the parties shall be liable in accordance with the legislation of the Republic of Kazakhstan.

## **7. ANTI-CORRUPTION CLAUSE**

7.1. The Parties hereby represent and guarantee that they comply with and undertake to comply with the applicable provisions of the legislation on combating corruption and combating the legalization (laundering) of proceeds from crime (hereinafter referred to as the Anti-Corruption Regulations).

7.2. In fulfilling their obligations under this Agreement, the Parties shall not commit any actions (refrain from inaction) that are contrary to the Anti-Corruption Standards, and shall make all necessary and legally permissible efforts to ensure compliance with the Anti-Corruption Standards by their subsidiaries, dependent and affiliated organizations, including refraining from direct or indirect, personal or through third parties, offers, promises, giving, extortion, requests, consent to receive and receipt of 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 tangible and/or intangible benefits) in favor of or from any persons in order to influence their actions or decisions in order to obtain any commercial advantages or for other illegal purposes.

7.3. If one of the Parties has reasonable suspicions that a violation of any provisions of this Agreement by the other Party has occurred or may occur, such Party shall have the right to send the other Party a request to provide comments and information (documents) refuting or confirming the fact of the violation.

## **8. CONFIDENTIALITY AND PERSONAL DATA**

8.1. The Parties undertake to maintain confidentiality of information received during the execution of the Agreement that is confidential to each Party (hereinafter referred to as "confidential information"). «Confidential information» in the Agreement means information that is not publicly available and whose disclosure could result in losses and/or impact the business reputation of either Party, including (if applicable):

- information about the Client's personal data;
- information about the Services provided;
- any other information received by the Parties in the course of fulfilling their obligations under this Agreement, except in cases where a Party is obliged to provide such information in accordance with the legislation of the Republic of Kazakhstan.

8.2. The Bank undertakes to fully comply with the requirements of the Law of the Republic of Kazakhstan dated May 21, 2013 No. 94-V «On Personal Data and Their Protection», as well as regulatory documents issued in its implementation, when processing personal data.

8.3. The Parties understand the processing of personal data as their collection, recording, systematization, accumulation, storage, clarification (updating, modification), extraction, use, transfer, including the transfer of such personal data to persons affiliated or connected with the Bank, as well as the depersonalization, blocking, deletion, destruction of personal data, subject to ensuring the confidentiality and security of personal data during their processing.

8.4. The Client consents to the Bank processing, in any manner necessary for the performance of this Agreement, any personal data provided by the Client personally or through third parties upon conclusion or during the term of this Agreement. This consent is valid for the duration of this Agreement and may be revoked by the Client by unilaterally refusing to perform this Agreement.

8.5. The Client agrees that the Bank has the right to transfer their Personal Data and entrust its processing to third parties. This consent is deemed to have been given by the Recipient upon acceptance of this Agreement and is valid until the purpose for processing the Client's Personal Data is achieved or until consent is revoked, except in cases where, in accordance with applicable law, the Bank has the right to process the said data even after such consent has been revoked. The Client has the right to revoke this consent at any time by sending an email with the appropriate subject to [salem@bankffin.kz](mailto:salem@bankffin.kz). In the event of the Client's withdrawal of Consent, the Bank has the right to continue processing Personal Data without the consent of the Recipient if there are grounds provided for in Article 9 of the Law of the Republic of Kazakhstan dated May 21, 2013 No. 94-V «On Personal Data and Their Protection».

## **9. TERM AND PROCEDURE FOR TERMINATION OF THE AGREEMENT**

9.1. This Agreement is valid for the Bank and the Client for an unlimited period.

9.2. The Bank reserves the right to unilaterally terminate further performance of this Agreement. For this purpose, the Bank shall notify the Client of its intention in the manner prescribed by Section 11 of the Agreement no later than 7 (seven) calendar days prior to the expected date of termination, unless otherwise provided in this Agreement.

9.3. The Client has the right to unilaterally terminate this Agreement by contacting a Bank branch no later than 30 (thirty) calendar days prior to the intended termination date. Upon termination of the Agreement, a fee will be charged in the amount established by the Bank's current Tariffs, including value-added tax (VAT). Information on the current Tariffs is available on the Bank's official website <https://bankffin.kz>.

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

10.1. The Agreement shall be governed by and interpreted in accordance with the laws of the Republic of Kazakhstan.

10.2. The Bank reserves the right to amend this Agreement and/or revoke it at any time at its sole discretion. Any amendments made by the Bank to this Agreement shall enter into force and become binding on the Parties upon the Bank's posting of the revised Agreement on the Service and/or the Website.

10.3. The Client acknowledges and accepts the Bank's right to unilaterally make changes and additions to this Agreement.

10.4. Delivery of all notices and notifications related to the execution of this Agreement shall be carried out by the Bank by sending the relevant notification through the Client's Personal Account or by other means determined by the Bank.

10.5. When notifying the Client of the fact that changes and additions have been made to the Agreement, the Bank has the right to suspend the Client's access to the service until the Client confirms that he/she has become familiar with the changes and additions to the Agreement in the manner proposed by the Bank.

10.6. If any of the terms of this Agreement loses legal force, is recognized as illegal or is excluded from this Agreement, this does not entail the invalidity of the remaining terms of this Agreement, which will remain legally valid and are binding on the Parties.