

**Approved by:  
the Board of Directors of Eurasian Bank JSC  
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**STANDARD TERMS  
FOR BANKING AND OTHER SERVICES OF  
EURASIAN BANK JSC  
(Adhesion Contract)**

**Almaty**

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## SECTION I. INTRODUCTION

### Article 1. Principle Provisions

1. These Standard Terms for Banking and Other Services of Eurasian Bank JSC (Adhesion Contract) (hereinafter – the Standard Terms / Contract / Adhesion Contract) are developed within the framework of Art.389 of the Civil Code of the Republic of Kazakhstan (hereinafter – RK) and are extended to legal relations of Eurasian Bank JSC (hereinafter – the Bank) and individuals acceded to the Standard Terms according to p.3 (hereinafter such individuals are referred to as Client, Card Holder, Borrower, Depositor, etc. according to the context).
2. Standard Terms are specified by the Bank and are placed on the Bank website at [www.eubank.kz](http://www.eubank.kz) or published in the printed periodic publications and placed in all Branches and Outlets (Client Service Areas) of the Bank.
3. Standard Terms are uniform for all Clients of the Bank and may be accepted by the Client only by acceding to the Standard Terms in whole/in full, which is unconditionally agreed by the Client. Client's accepting of the Standard Terms (acceding to the Contract) is provided by means of submitting by the Client of the appropriate Applications (hereinafter – the Application, the Application-Offer) for the banking products/services used by the Client according to the templates set by the Bank and their accepting by the Bank; and/or by signing a Loan Agreement (hereinafter-the LA), Framework Agreement, Application (Loan Application)/Application (Loan Application for Obtaining the Loan Limit)(hereinafter-the Application (Loan Application)), Deposit Agreement, other agreements with the Bank within the Standard Terms framework - after that this Adhesion Contract shall be deemed unconditionally executed by the Bank and the Client. Acceding to the Contract is also provided by means of Client's registration on the RBS System website or in case of transactions performed via an ATM of the Bank as it is specified in Section VI of the Standard Terms. The procedure for entering into force of any deals (Deposit Agreement, Loan Agreement, LA/Agreement/Application (Loan Application) etc.) is specified in these Standard Terms.
4. The Application contains all types of banking services and products offered by the Bank as of the date of Application filling in by the Client. The Client selects the required services and products and offers the Bank to make deals for providing such services and products (sends an offer by ticking the appropriate fields in the Application); the Bank accepts the offers made by the Client, which is confirmed with subsequent actions and/or signing of the appropriate documents (agreements) by the Bank and the Client according to the templates set by the Bank.
5. The Bank shall not be liable to perform services and bear obligations to the Client, until it accepts the offers made by the Client and contained in the Application; thus the Bank accepts the offers made by the Client at its own discretion in compliance with the requirements of its internal normative documents (hereinafter – IND) and the Fees of Eurasian Bank JSC (hereinafter – the Fees) valid as of the Contract date; and by this acceptance the Bank agrees to provide the appropriate banking services and/or products to the Client.
6. The Standard Terms and any appendices, applications, templates of contracts, agreements and other documents referred to herein shall be deemed an entire legal document, as all these documents are integral parts of each other. The Bank and the Client unconditionally agree that the Bank performs services and provides banking products under the Contract on a voluntary basis in compliance with the laws of the Republic of Kazakhstan, INDs and Fees of the Bank; observing the Standard Terms when the Parties sign the documents in hard copy and/or on electronic media according to the templates set by the Bank.
7. If the Bank accepts an offer (offers) made by the Client, all documents subject to signing by the Bank and the Client (hereinafter jointly referred to as the Parties and individually – the Party, or the Bank and the Client accordingly), including the documents sent through electronic media, shall be deemed to have been executed within the framework of Art.152 of the Civil Code of the RK, i.e. in writing. After concluding this Contract in compliance with the provisions of this Article of the Contract, the Parties shall acquire rights, accept the appropriate obligations, and bear responsibility for non-performance of the specified obligations according to the Standard Terms and other documents signed by the Parties, and in compliance with the requirements of laws of the Republic of Kazakhstan.
8. The Client who has acceded to the Standard Terms shall accept and agree that the Bank will actively combat the cases of the Bank's and its Clients' involvement in criminal activities and money laundering, including but not limited to legalization of illegal earnings, financing of terrorism, fraud, corruption, etc. The standards of Bank operations are aimed at maintaining and protection of the Bank's image, precluding erosion of the Clients' confidence and ensuring respectability of the Bank. In this connection the Bank, at its own discretion, sets the specific requirements for the Clients of the Bank and the deals/Operations/cash payments/transfers performed by them as amended from time to time. If these deals/Operations/cash payments/transfers do not comply with the requirements of INDs and/or laws of the Republic of Kazakhstan, the Bank shall be entitled to reject providing its services/products and/or reject performing signed agreements unilaterally, and terminate the contracts. Thus the Client unconditionally confirms the right of the Bank to reject performing the services/providing the products by acceding to the Standard Terms, and waives any claims to the Bank related to such rejection.

## Article 2. General Provisions

9. The Contract specifies general (standard) procedure and terms for the following services which are provided by the Bank to the Clients:

- opening and maintenance of Current Accounts;
- opening and maintenance of Savings Accounts for Deposits;
- opening and maintenance of Card Accounts;
- issue and servicing of Debit and Credit Cards;
- providing Credit Card Limits;
- e-banking services via Smartbank system;
- retail Lending for all types of Loans;
- and providing of other banking services/products to the Clients of the Bank.

9-1. All provisions of the Standard Terms related to current bank Accounts are extended to Card Accounts unless specified otherwise in Section IV Card Operations.

10. All Operations under the Contract are performed by the Bank during Banking Days (period of time when the Bank services the Clients. Duration of the banking day: from 9.00 a.m. to 05.00 p.m. of Almaty time, daily, except weekends and RK holidays), except Operations related to use of cash advance offices and other Operations explicitly specified in this Contract, or INDs of the Bank (Rules for use of ATM and other devices, etc.), and/or in other documents signed by the Parties. These Standard Terms regulate the issues on Operations performance not covered by the contracts/agreements/applications and other documents signed by the Parties, as these documents clarify specific terms and conditions of the deals which are made based on the Client's offers accepted by the Bank under the Adhesion Contract.

10-1. The Client shall be liable for losses/damages caused to the Bank by the Client himself and third parties who received/have access to the Client's Account, as well as to Debit and Credit Cards of the Client through fault or incautiousness/negligence of the Client, including loss or transfer to third parties of information, containing bank secrecy.

10-2. The Bank shall not be liable for unauthorized access to Accounts/Debit and Credit Cards of the Client, in case of loss or transfer to third parties of information, containing bank secrecy.

11. The Bank is entitled to make changes in the list of documents required for services performance/products provision by the Bank without additional consent of the Client if it is required by laws of the Republic of Kazakhstan or INDs of the Bank. By acceding this Contract, the Client agrees to submit the documents required by the Bank within the terms and according to the list specified by the Bank.

12. Payment for the services performed/banking products provided shall be made by the Client to the Bank according to the Fees in cash and/or by funds transfer in compliance with procedure specified by the INDs/agreements and/or Fees of the Bank including by means of: (a) the transferred amount (outgoing and/or incoming payment), (b) the amount to be paid, (c) the amount of advance payment, (d) post payment, (e) cash payment at the cash desk, (f) using Card or any other ways of payment and funds transfer.

13. The Bank is a member of Kazakhstan Deposit Insurance Fund JSC and operates on the basis of Certificate No.015 of 24.14.2004. In case of forced liquidation of the Bank, the obligations of the Bank on return of the funds balance from the Client's Account (current/savings/card account) shall be a subject of compulsory collective guarantee (insurance) of Deposit(s) of individuals in compliance with the laws of the Republic of Kazakhstan.

14. Providing safe-keeping services, leasing of safety deposit boxes and other banking Operations not covered by the Standard Terms are provided by the Bank based on the separate contracts and agreements signed by the Parties in compliance with the laws of the Republic of Kazakhstan, INDs and the Fees of the Bank.

15. The Bank is entitled to expand the range of provided services. Information about such services shall be published/placed on the Bank's website and/or announced to the Clients by means of any electronic communications (including Internet and text messages using cellular communications) and/or in hard copy. The information provided in such way automatically becomes an integral part of this Contract, and the Client is entitled to accept the new terms, as well as new services and products, by sending the appropriate Application-Offer for accepting by the Bank, if this requirement is specified by the Bank.

16. The Parties hereby confirm and unconditionally agree that Lending Terms specified in the Standard Terms are integral part of any Loan Agreement and Credit Limit Agreement signed by the Bank and the Client in hard copies after acceptance of the Standard Terms by the Client.

16-1. In accordance with the RK Law "On Personal Data and Their Protection", the RK Law "On counter-acting legalization (laundering) of criminally obtained incomes, and the financing of terrorism" and other legislative acts of the Republic of Kazakhstan (hereinafter collectively referred to as the Law), the Client acceded (acceding) these Standard Terms agrees that providing of banking and other services by the Bank involves the need to collect and process personal data of the Client; in this connection, the Client gives the Bank unconditional consent to such

collection and processing of personal data, that is, all information related to the Client and recorded on an electronic, paper and/or other tangible medium, which is or will be known to the Bank in the course of its activities, and/or within the framework of civil law and other relations between the Parties arisen (arising) out of the Adhesion Contract. The Bank shall be entitled to collect and process personal data only within the framework and in accordance with the Law and/or contracts concluded/being concluded between the Parties.

The Client provides the Bank with unconditional consent to provide the Bank with information relating to the Client and recorded on electronic, paper and (or) other tangible medium, which will or have become known to the Bank in the course of its activities and / or within the framework of civil law and other relations between the Parties arising (arising) in the framework of the Adhesion Agreement, including data on the availability of the bank account of the State Corporation NJSC JSC (hereinafter – SC NJSC), in the framework of the “Service without statements” project of SC NJSC through external mail for the “electronic government” of the Ministry of Information and Communications of the Republic of Kazakhstan for provision of services on assignment of payments (pensions, aids and social benefits).

At that, the Client is aware that under the Law, he/she shall not be entitled to withdraw the consent expressed in this Adhesion Contract, in cases where this withdrawal would be contrary to the Law, or if there are any unfulfilled obligations of the Client to the Bank.

The Client acknowledges that he/she will not have any claims against the Bank regarding the collection and processing of personal data in the future, if the Bank complies with the requirements of the Law and/or the agreements of the Parties.

16-2. The Bank shall be entitled to unilaterally introduce changes and additions to the commission fees/Tariffs for payment services, rendered by the Bank pursuant to the Standard Terms in the following cases:

- 1) increasingly when making international payments and/or money transfers;
- 2) decreasingly;
- 3) by introducing new commission fees/Tariffs under new products/services of the Bank.

In all these cases, the Bank shall inform the Client on the changes/additions to the commission fees/Tariffs by placing a relevant notification on the WEB-site of the Bank specifying the date of their coming into force at **www.eubank.kz**, not later than 15 (fifteen) calendar days prior to their coming into force.

In other cases, not contemplated in above-mentioned cases of increasing in the commission fees/Tariffs for payment services, rendered by the Bank, the increasing in the commission fees/Tariffs for payment services, rendered by the Bank shall be performed upon agreement with the Client by placing by the Bank of the relevant notification on the WEB-site of the Bank, specifying the date of their coming into force at **www.eubank.kz**, not later than 15 (fifteen) calendar days prior to their coming into force. In this case the Client shall be entitled to refuse from the Agreement and cease to use the Cards or the Account, at that informing the Bank in writing on his/her intent to terminate the Agreement without the payment of additional commission fee for its termination, if such was established by the Bank and not later than 1 (one) day prior to the Tariffs coming into force. In the event if the Client did not inform the Bank on his/her intention to terminate the Agreement prior to expiration of the above-mentioned term, the changes and additions to the commission fees/Tariffs of the Bank shall be deemed accepted by the Client and shall come into force on the day specified in the Bank notification.

## **SECTION II. CURRENT ACCOUNT OPENING AND MAINTENANCE**

### **Article 1. Current Account Opening**

17. The Bank opens a Current Account for the Client based on the Application for Current Account opening, after the Client presents all the documents required by the Bank according to the template and content complying with criteria established by the laws of the Republic of Kazakhstan. The Client is entitled to open any number of Current Accounts, except cases specified in this Contract and the laws of the Republic of Kazakhstan.

No remuneration shall be paid for use of the money placed on the Current account (this provision shall come into force from 1 January 2019).

18. The Bank opens Current Accounts in tenge, US dollars, euro, rubles, Great British Pounds, Chinese Yuan, Swiss franc. The Current Account currency is specified in the Client’s Application for Current Account opening.

If Current Account is opened for receipt of borrowed funds under the unsecured loan, the currency of the Account shall be tenge.

19. The Bank is entitled to reject Current Account opening in compliance with these Standard Terms, statutes and regulations of the Authorized Body and the Tax Code of the Republic of Kazakhstan (hereinafter – TCRK).

20. A Current Account may be used by the Client for funds depositing, withdrawal and transfer. Funds transfer may be provided both to other Accounts of the Client and accounts of other beneficiary (recipient of funds).

For receipt of borrowed funds under the unsecured loan only two transactions are possible on a Current Account:

- crediting the loan funds;

- debiting of the invoice amount in full, which is provided in cash at the cash-desk.

21. Cash disbursement from a Current Account may be provided at the cash-desks of the Branches and Outlets of the Bank within Business Hours.

22. The Client is entitled to use the Bank services of remote Account maintenance (including performance of transactions specified in Article 2 of this Section), except for a Current Account for receipt of the borrowed funds under the unsecured loan. The procedure and the conditions of this service rendering are specified in Section VI of these Standard Terms.

23. Current Account opening and/or maintaining/closing by the third parties in the name of the Client is provided based on a document certifying the third party identity and a notarized power of attorney issued by the Client for the third party. The Client unconditionally agrees that in order to prevent unauthorized access of a third party to Client's accounts, the Bank shall be entitled to retain any original powers of attorney and request for other documents in accordance with the INDs of the Bank. Provision of services on a Current Account for receipt of borrowed funds under unsecured loan based on a notarized power of attorney is prohibited. To register a Client's power of attorney in the Branch/Outlet of the Bank it is necessary:

- to ensure personal attendance of the Client and an attorney;
- to provide an original power of attorney to a Bank employee;
- to set a memorable word to a client's card required for identification when contacting the Bank (hereinafter – the Contact Center) for information on the account by phone;
- to set an access code to accounts required to confirm debit transactions (the Client informs the attorney for the debit transactions).

23-1. Submission of a power of attorney is not required for individuals authorized to open accounts in accordance with the laws of the Republic of Kazakhstan - the parents or other legal representatives.

23-2. Service (including based on the Power of Attorney) for conducting debit transactions on a current account in the amount exceeding USD 50,000 (or equivalent in another currency) shall be made within 2 business days after the Client/attorney submits a request for cash withdrawal according to the template established by the Bank.

23-2. When the Client opens an account, the following services are provided:

- setting a memorable word to a client's card, required for identification of the Client when he/she contacts the Bank ("Contact Center") to get information on the account by phone;
- setting an access code to an account, required for additional protection of Client's account when debit transactions are performed; (when debit transactions are performed by the attorney, the Client informs the attorney about the access code);
- connecting to the SMS-alert – it is required to notify the Client through a mobile phone when the debit transactions are performed, as well as when the funds are credited to the Account.

23-4. The Client is entitled to refuse to set a code of access to the account, as well as disable these services by submitting an application according to the template established by the Bank. Setting a memorable word to the client's card is a mandatory parameter.

24. The funds placed on any Current Accounts of the Client may be pledged by the Client to the Bank to secure the performance of obligations by the Client and/or the third party to the Bank under any Loan Agreements, Credit Limit and other contracts, where the Bank is a Creditor, and the Client or the said third party is a Debtor both for monetary and any other obligations to the Bank, except for a Current Account for receipt of the borrowed funds under unsecured loan.

25. The Bank notifies tax authorities about opening and closing of the Current Accounts according to the procedure and within the timeframe set by the laws of the Republic of Kazakhstan.

25-1. To open an account, the Client is obliged to provide to the Bank the documents and information specified in the United States Law "On Foreign Account Tax", the legislation of the Republic of Kazakhstan and INDs of the Bank, and at request of the Bank to provide the documents and information confirming the legal status (residence/citizenship) of the Client.

25-2. The Bank shall be entitled to unilaterally repudiate the execution of this Contract (refuse to conduct a transaction) in case of:

- non-submittal by the Client of the information or documents necessary for identification of the Client in order to fulfill the requirements of the Law of the Republic of Kazakhstan "On Anti-Money Laundering and Counter-Terrorism Financing" and the Law of the United States "On Foreign Account Tax";
- the Bank has grounds to assume that a transaction with money and (or) other property of the Client are related to legalization (laundering) of criminally obtained incomes, and (or) the financing of terrorism, recognized in accordance with the legislation of the Republic of Kazakhstan on counter-acting legalization (laundering) of criminally obtained incomes, and the financing of terrorism.

The Bank shall be entitled to unilaterally terminate the Contract, preliminarily notifying the Client within not less than one month prior to the date of termination of the Contract in writing form, and in case cash balance is available

on the Client's Account (except for accounts designed for crediting benefits, social aid, paid from the state budget and (or) the Social Insurance State Fund, or pensions, paid from the state budget and (or) the unified saving pension fund, and (or) a voluntary saving pension fund), to credit the cash balance to a notary's deposit in compliance with the legislation of the Republic of Kazakhstan and close the Client's Account.

The Client shall provide the Bank with the information on the beneficiary owner to the extent and in the manner provided by the Bank.

The Bank shall be entitled to refuse to conclude and/or unilaterally terminate the bank account agreement in case of non-submittal by the Client and/or his representative of the information and documents, requested by the Bank pursuant to the INDs of the Bank.

25-3. The Client provides to the Bank his/her unconditional consent to disclosure of information about him/her to the Internal Revenue Service, including, in the case of a change of circumstances, which resulted in occurrence of one or more features that give reason to believe that the Client is a US person / resident (a Green Card owner), and if the amount of money (balance) on the account opened by the Client with the Bank exceeds the amount determined by the United States Law "On Foreign Account Tax" on the last date of the calendar year.

25-4. The Bank shall be entitled to close the Client's Current Account unilaterally in the event if:

- 1) there is no money on the client's bank account for more than one year;
- 2) there is no money movement on the client's bank account (except for the savings account, accounts, designated for crediting aids, social payments made from the state budget and (or) The Social Insurance Fund, or pensions paid from the state budget and (or) the unified saving pension fund, and (or) a voluntary saving pension fund) for more than one year;

The Current account shall be closed by the Bank, at availability of one of the requirements of sub-paragraphs 1) and 2) of paragraph 25-4 of the Contract without submitting a notification to the Client on termination and refusal from execution of the Contract/Application Offer.

Unilateral refusal from execution of the bank account agreement by the Bank shall not be allowed if there are:

- 1) unfulfilled requirements to the bank account or non-canceled acts on temporary restriction for property management, decisions and (or) orders of state authorities and (or) officials on suspension of debit transactions on the bank account, as well as acts on imposing arrests on money, being on the client's bank account, at that closing by the Bank of the bank account contract and unilateral repudiation of the bank account contract are allowed if there is no money on the client's bank account for more than one year;
- 2) unfulfilled requirements under the currency agreement, providing for export (import), submitted by the client to the Bank pursuant to the currency legislation of the Republic of Kazakhstan.

If there are unfulfilled requirements under the currency agreement, providing for export (import), submitted by the client to the Bank, closing by the Bank of the client's bank account in the event of unilateral refusal from execution of the bank account agreement pursuant to the Law of the Republic of Kazakhstan "On counter-acting legalization (laundering) of criminally obtained incomes, and the financing of terrorism" or international treaties ratified by the Republic of Kazakhstan.

25-5. The Parties shall recognize a fax copy/facsimile of the signature of the Bank's authorized person and of the signature as valid in the documents, submitted by the Ban to the Client, including the Application Offer/the Deposit Agreement for opening the current account. The Client shall have no objections based on this to the Bank in the future.

## **Article 2. Incoming and Outgoing Funds Transfer**

26. All payments in cash and transfers shall be performed by the Bank within the terms required for processing of these Operations considering the requirements set by the currency control laws of the Republic of Kazakhstan.

27. Account management is provided via written orders / payment documents (hereinafter – orders) issued by the Client according to the standard templates set by the Bank. Issuing orders on the electronic media is provided according to the procedure set in the Standard Terms for remote client servicing (Section VI of these Standard Terms).

28. The Bank shall not accept the following payment documents (instructions) for execution:

- containing unclear instructions; not completed / not signed by the Client / on behalf of the Client;
- not containing the information stipulated by the legislation of the Republic of Kazakhstan;
- completed using a pencil;
- containing corrections;
- containing the instructions for conducting Transactions, violating the laws of the Republic of Kazakhstan;
- submitted repeatedly;

- in other cases, stipulated by the legislation of the Republic of Kazakhstan, the INDs of the Bank and this Contract;
- if they contradict the “On counter-acting legalization (laundering) of criminally obtained incomes, and the financing of terrorism” RK laws.

The Bank shall return the payment documents specified in this paragraph, and shall not bear any responsibility for the Client’s losses related to the Bank’s refusal to execute these instructions.

28-1. Money under a money transfer shall be returned in the events of:

- 1) identifying a fact of an unsanctioned payment, executed by way of a money transfer;
- 2) executing an incorrect instruction.
- 3) crediting money in favor of the person who is not the beneficiary bank client as of the date of receipt of the money transfer, if on the correspondent account of the beneficiary bank there are unfulfilled requirements or restrictions on the money disposal, obstructing performance of debit transactions;
- 4) provided by Article 48-1 of the Law of the Republic of Kazakhstan “On Banks and Banking Activity in the Republic of Kazakhstan”.

28-2. Money under an incorrect instruction or unsanctioned payment and (or) money transfer shall be returned by the Bank by way of withdrawal of money from the Client’s account to which the specified money was credited, without his consent, not later than the following operational day after the day of identification of this fact, at the expense of the money on the Client’s Account, including in cases if concerning the Client’s account there are acts of imposing arrest on the money on the Account, and (or) temporary restriction on the asset management, and (or) decisions, and (or) orders of state authorities or officials to suspend debit transactions on the Account, and (or) unexecuted instructions due within the undetermined terms.

Return of money in cases, provided by sub-paragraphs 3) and 4) of paragraph 28-1, shall be performed in favor of the sender.

Money shall not be returned upon expiry of three years from the date of incorrect instruction or unauthorized payment and (or) money transfer.

28-3. In cases of insufficiency or absence of money on the beneficiary’s bank account the return of money under incorrect instruction or unauthorized payment and (or) money transfer shall be performed by the sender, that admitted the incorrect instruction or unauthorized payment and (or) money transfer, at the expense of his/her own money within the terms and manner, set by the National Bank of the Republic of Kazakhstan.

28-4. At return of the money the Bank participating in the money transfer, shall have the right to indemnify costs, related to such money transfer and actually incurred as a result of money return, at the expense of the money of a participant to the money transfer (including the intermediary Bank), that admitted the incorrect instruction or unauthorized payment and (or) money transfer.

28-5. Money shall be transferred between the accounts opened with the Bank within one operational day.

The Bank rejects to fulfill the instruction during the operational day, specifying the reason of the rejection.

28-6. International payments and (or) money transfers shall be executed not later than three operational days, following the day when the instructions have been received, in compliance with the requirements, set by the currency legislation of the Republic of Kazakhstan.

28-7. To execute the instruction the Client should ensure the money amount, required for the execution, unless otherwise provided by this Contract between the Client and the Bank. The Bank shall perform Transactions on the Account within the cash balance on the Account, including the provided Loan (Credit), or within the agreed by the Parties overdraft balance, which is admitted only if the Contract concluded between the Parties within the Standard Terms is available.

28-8. The Bank can refuse to execute the instruction on the following grounds:

- 1) if the Client has not ensured the amount of money, required to perform a payment and (or) money transfer, unless otherwise stipulated by the Contract between the Client and the Bank;
- 2) if the instruction contains indicators of forging, correction, alteration and erasures, including if the instruction has been transferred violating the procedure of protection measures against unsanctioned payments, prescribed by this Contract;
- 3) if the Client does not comply with the requirements for the procedure of formation and presentation of the instruction and (or) other requirements, set by the legislation of the Republic of Kazakhstan and (or) conditions of the Contract;
- 4) in cases, stipulated by the Law of the Republic of Kazakhstan “On counter-acting legalization (laundering) of criminally obtained incomes, and the financing of terrorism” or international contracts, ratified by the Republic of Kazakhstan, or stipulated by the agreement with banks non-residents of the Republic of Kazakhstan;
- 5) in other cases, when the demand for collecting funds from the Account is presented for the Account, designed for crediting benefits, paid from the state budget, and (or) social payments from the Social Insurance State Fund, housing payments, money, credited under a notary’s deposit terms;



6) at identification of an unsanctioned payment, as well as in cases of identification and confirmation of justified facts of illegal receipt of money, transferred in favor of the beneficiary bank;

7) at availability of decisions and (or) instructions of state authorities or officials to suspend debit transactions on the Client's Account, temporary restriction on the asset management, acts unsecured with money on imposing arrest on funds on the Client's Account, as well as instructions to be executed in a priority order in compliance with the legislation of the Republic of Kazakhstan.

Refusal to execution by the Bank of the instruction on the grounds, specified in sub-paragraphs 1) and 7) hereof shall not apply cash collection orders, as well as payment documents, storage of which is stipulated by the agreement between the money sender and the sender's bank.

29. For unjustified rejection or late implementation of the instruction or undue implementation by the Bank of the instruction for the payment and (or) money transfer made in favor of the beneficiary different from the one specified in the instruction, or for the amount different from the one specified in the instruction, the participants to the payment and (or) the money transfer shall be liable under the grounds, manner and volumes, provided for by the Bank Account Agreement/Offer Application, this Adhesion Agreement and the Code of the Republic of Kazakhstan on Administrative Offences.

If the instruction was not implemented, then the Bank (including the intermediary Bank) that did not implement or unduly implemented the instruction, received from the previous sender, shall be liable to him/her. The money sender shall not be liable within the civil-legal transaction to the beneficiary if the money transfer was not implemented due to the fault of the beneficiary bank.

If violation of the money transfer rules is related to illegal use by the participant to the payment and (or) money transfer of someone's money, such a participant shall pay the arrears stipulated by the civil legislation of the Republic of Kazakhstan to a person whose money he was illegally using.

The Bank shall not be liable if at making a payment he did not comply with the order of protection measures, at that the money was received by the beneficiary:

- 1) specified in the instruction;
- 2) within the term, acceptable for the beneficiary;
- 3) in the amount specified in the instruction;
- 4) if no damage (loss) was caused to either the money sender or the beneficiary.

For violation or non-implementation of acts on temporary restriction of property management, decisions and (or) orders of state authorities or officials for suspension of debit transactions on the bank account, acts on imposing arrest on the money on the bank account, as well as court acts of the court of the Republic of Kazakhstan on forfeiture of money, orders of a law enforcement officer on requesting information on availability and numbers of bank accounts of an individual or entity, as well as current accounts of an individual, carrying out entrepreneurial activity without formation of a legal entity, the participants to the payment and (or) money transfer shall be liable under the grounds in the manner and amount stipulated by the Code of the Republic of Kazakhstan on Administrative Offences.

29-1. For execution of the instructions the Bank shall be guided by the following requirements for setting the terms:

- 1) The Bank shall ensure execution of the instruction on the day of its initiation by the sender;
- 2) execution of the instruction on crediting money to the beneficiary bank account or another account, specifying the acceptance of money in favor of the beneficiary, shall be performed by the beneficiary bank within the operational day on the day of getting the instruction, except for the case, stipulated by paragraph 2 of Article 53 of the Law of the Republic of Kazakhstan "On payments and payment systems";
- 3) norms of sub-paragraphs 1) and 2) hereof shall not apply to execution of the following instructions:
  - imposed by way of a cash collection order;
  - subject to execution with the established terms;
  - with future value date;
  - on the basis of which international payments and (or) money transfers are performed, as well as settlements under transactions in the securities market;
  - expressed in the form of the client's consent at use of electronic payment means for purchase of goods and services in a trading facility or when performing electronic trade;
  - produced by way of a payment demand for overdue loan debt collection.

The terms of execution of the instructions, stipulated by sub-paragraph 3) hereof shall be established by the requirements of normative legal acts of the National Bank of the Republic of Kazakhstan.

29-2. Refusal to execution of the instruction shall be performed by the Bank of the money sender within the operational day on the day of getting the instruction, with provision of the reason of refusal, except for instructions, produced by way of payment demand for overdue loan debt collection, as well as cash collection, refusal for which is performed within the terms, stipulated for execution of the specified payment documents.

30. The Bank shall not perform the Client's order in part.

At unavailability or insufficiency of the amount of the Client's money, required to execute the instruction, the storage of which is stipulated by the legislation of the Republic of Kazakhstan or the agreement between the Client and the Bank, the Bank shall be obliged to accept and keep received instructions within one year.

Instructions shall be executed by the Bank in a calendar sequence in order of their receipt by the Bank, taking into account the order of execution of instructions, stipulated by the legislation of the Republic of Kazakhstan. The calendar sequence provides for the date and time of receipt of the instruction by the Bank.

If upon expiry of one year, the presented instruction of the Client has not been executed due to insufficiency or unavailability of money on his Account, the Bank shall return such an instruction to the Client, except for cash collection order, without execution.

31. The orders issued by the Client after the Banking Day hours shall be accepted by the Bank as the order for the next Banking Day, so the Client shall bear all risks and liabilities related to issuing orders to the Bank including the orders for tax payments and other payments to the budget after the Banking Day hours.

32. The Client hereby confirms and guarantees that he/she accepts all the risks and liabilities arising out of incorrect details in the payment documents. If the Bank finds out any mistakes made by the Client in a posting on the Account, in a confirmation, in an Account statement and/or in any other information submitted by the Bank to the Client, the Bank shall notify the Client about this as soon as possible. The Bank shall be entitled to perform settlements adjustment by means of crediting or debiting the funds from the Account without prior consent of the Client. At that the Bank shall not bear liability for any losses resulting from these adjustments.

33. The Client hereby accepts and agrees that:

- the Bank may use electronic and other methods of identifying cash payments/transfers which do not comply with the requirements specified in the Contract;
- when such a cash payment/transfer is identified, the Bank shall be entitled to reject accepting these payment documents of the Client and/or to demand submission of any additional information required for the said payment/transfer analysis. If such information is not provided within the timeframe set by the Bank, the Bank shall be entitled to return the funds transferred on behalf of the Client or to reject accepting payment document/ funds received in favor of the Client.

34. By acceding these Standard Terms, the Client provides his/her unconditional and irrevocable consent to the Bank for the following:

- to submit the information on payments/transfers/payment documents to the law enforcement agencies, authorized bodies, and other state bodies and institutions in cases specified in the laws of the Republic of Kazakhstan;
- disclosure of information on Loans and other Operations by the Bank to the Credit Bureau; this consent is executed according to the templates set by the Bank;
- to receive information on mandatory pension contributions of the Client to the pension savings funds, which is provided by uncommercial "Government for citizens" State Corporation JSC in compliance with the laws of the Republic of Kazakhstan;
- to provide information on overdue Loans, terms of the Loan Agreements/ Application (Loan Application) to the collection agencies when transferring the claim rights under the said agreements to these agencies;
- direct debiting of erroneously credited amount from the Account by the Bank within the standards set by the laws of the Republic of Kazakhstan;
- direct debiting of an amount of the Client's Debt to the Bank from the Account and/or on the basis of payment request or payment order, attaching the originals/copies of supporting documents, except for money, received by the Client in the form of benefits and social aid, paid from the state budget and (or) the Social Insurance State Fund, housing payments, prescribed by the Law of the Republic of Kazakhstan "On housing relations", money being on the bank accounts in housing construction co-operatives in the form of housing savings, saved at the expense of using the housing payments, money, credited under a notary's deposit terms, and money on bank accounts under the educational saving deposit agreement, concluded in compliance with the Law of the Republic of Kazakhstan "On the state educational saving system";
- conversion of money directly debited from the Client's accounts to repay the Debt, in a currency other than the Debt currency, at the effective exchange rate, established by the Bank as of the date of the conversion.

35. The Client shall accept the risks related to opening, maintenance and closing of the Account in foreign currency, as well as a potential risk related to observing the limits set by the state authorities for the foreign currency. These limits may include, inter alia, introduction of currency control or currency restrictions, as well as taxes and other mandatory payments that may apply to the funds being on the Account.

36. If, upon the Client's order, the funds from the Account in one currency are transferred to third parties Accounts or the other Client's Account in another currency, the Bank shall transfer the funds according to the effective exchange rate applied by the Bank as of the Operation date, unless otherwise agreed by the Parties. These Operations shall be performed in compliance with the requirements of the currency control laws of the Republic of Kazakhstan.

37. Payment documents (not requiring the Client's acceptance) from the third parties are accepted and performed by the Bank without additional consent of the Client based on the decisions of the authorized state bodies of the Republic of Kazakhstan, as well as based on the supporting documents from the third parties, and on other grounds provided by the laws of the Republic of Kazakhstan.

37-1. Execution of the instruction in the form of a payment order by way of direct debiting the Client's Account, if money is not sufficient on the Account, shall be performed as soon as money is credited to the Account.

The payment order, issued for the Client's Account, shall be performed by way of direct debiting within the limit of fifty per cent from the amount of money on it, and (or) from each amount of money, subsequently received to his current account, without waiting for crediting of the total amount specified in the payment order.

38. Suspension of Operations on the Account and/or lien of the Account shall be provided by the Bank according to the procedure and within the terms specified in the laws of the Republic of Kazakhstan, based on the duly executed documents which have been submitted to the Bank.

38-1. If the Account(s) is (are) used for business, lawyer, notary activities or execution of enforcement documents (a private bailiff activities), professional mediator, the Client shall be personally liable for violations of tax and banking legislation of the Republic of Kazakhstan, as well as shall reimburse to the Bank all/any loss incurred by the Bank related to the breach of this obligation, and the Bank shall be entitled to recover it by direct debiting the Client's Accounts, and the Client gives his/her irrevocable consent to this.

### **SECTION III. OPENING AND MAINTENANCE OF SAVINGS ACCOUNT FOR DEPOSITS**

39. The Bank accepts funds (the Deposit) from the Depositor / third party opening the Deposit in the name of the Depositor for storing (Fixed-Term Deposit, Savings Deposit, Conditional Deposit, Demand Deposit).

39-1. The Bank shall be entitled to refuse opening of the Savings Account in compliance with these Standard Terms and normative legal acts of the Authorized body and the Tax Code of the Republic of Kazakhstan (hereinafter – the TCRK).

40. Acceptance of Deposits is provided by the Bank based on the application-offer for Deposit opening (hereinafter – the Application-Offer) according to the template set by the Bank, except for cases when the Deposit is opened in SMARTBANK remote banking system: in this case the Deposit Agreement and Adhesion Contract serve as the basis for Deposit acceptance.

41. When the Bank accepts the Depositor's offer for placement of the Deposits based on several Applications, the Bank opens the required number of Savings Accounts.

42. The Bank shall be entitled, at its own discretion, to create new types and cancel the previous types of Deposits as banking products, in compliance with the INDs of the Bank, without causing damage to the Depositor duly performing all of his/her obligations under the Deposit Agreement, Application-Offer, this Adhesion Contract and the terms specified in the Application.

43. The return of the Deposit amount shall be provided within the terms specified in the Deposit Agreement/ Application-Offer considering the requirements of the laws of the Republic of Kazakhstan on the Deposit return terms.

43-1. The Loan issuance may be suspended under the grounds and in the manner prescribed by the Law of the Republic of Kazakhstan "On counter-acting legalization (laundering) of criminally obtained income, and the financing of terrorism" and/or the Law of the Republic of Kazakhstan "On banks and banking activity in the Republic of Kazakhstan", when taking actions on regulating the Bank, classifying it as an insolvent bank, or depriving the Bank license.

43-2. The Deposit Term, stipulated by the Bank Loan Agreement/Offer Application, may be changed when taking actions on regulating the Bank, classifying it as an insolvent bank, pursuant to the Law of the Republic of Kazakhstan "On banks and banking activity in the Republic of Kazakhstan".

44. The Depositor shall be entitled to use the Bank's service of the remote servicing of the Account. The procedure and terms of providing this service are specified in Section VI of the Standard Terms.

45. In case of Deposit lien by the authorities and/or suspension of debit Operations on the Account, according to the laws of the Republic of Kazakhstan, the Interest accrual may be interrupted for the lien duration or Operations suspension period, and the Interest will be accrued according to the On Demand interest rate. After lien removal / debit Operations resumption, the accrual of Interest set by the Deposit Agreement, Application-Offer may be renewed at the Interest rate effective as of the date of renewal under this Deposit type in an appropriate currency. In case of third party's collection of funds from the Account, the Interest shall be accrued only to the balance of the Account based on the interest rate set by the Deposit Agreement/Application-Offer, or the 'On Demand' interest rate according hereto.

46. The procedure and terms for return of the Deposit used to secure the performance of obligations to the Bank (pledge, collateral, etc.) shall be set in the appropriate collateral contracts signed according to the templates set by the Bank.

46-1. Transfer of Deposit to a third party cannot be provided, if there is a credit limit set for a card, issued against Deposit pledge based on the terms of Agreement, and other non-performed obligations to the Bank, as well as under the Turbo Saving Deposit.

46-2. Interest on the Turbo Deposit shall be paid without re-calculation of interests and loss of the remuneration and fines for actual being of funds on the savings account at the rate effective as of the date of cancellation of the Deposit.

46-3. Under the Turbo Saving Deposit in the event of early termination of the Deposit Agreement/Application-offer, including at extension, the remuneration accrued to the Depositor shall be subject to re-calculation for the actual time of the Deposit placement at the "On Demand" Deposit rate, effective at the Bank as of the date of termination of the Deposit Agreement/Application Offer. The Bank shall be entitled to withdraw the amount of over-paid interest from the Deposit amount, the remainder of the Deposit shall be returned to the Depositor.

The Bank shall be obliged to issue the Deposit not earlier than 30 (thirty) calendar days from the date of submission of the Depositor' Application for return of the Deposit.

47. Unless otherwise specified in the Deposit Agreement/Application-Offer, if the interest and principal Deposit amount are not collected at the end of the Deposit Agreement, Application-Offer validity period:

1) the Deposit Agreement, Application-Offer shall automatically be extended for a period specified in the Deposit Agreement, Application-Offer at the Interest rate effective at the Bank as of the date of extension for this type of Deposit in the appropriate currency;

2) excluded.

3) the Interest rate set at the date of the Deposit Agreement/Application-Offer extension shall remain valid till the extended Deposit Agreement/Application-Offer expiry.

4) excluded.

5) under the Turbo Saving Deposit, the Bank Agreement/Application Offer shall be extended for the same term and under the same conditions of the Bank Agreement/Application Offer, and the interest rates effective at the Bank for this Deposit type as of the date of extension of the Bank Agreement/Application Offer.

In the event of taking by the Bank of the decision on cessation of this type Deposits, after expiry of the extension term, the Deposit shall be deemed extended under the "On Demand" Deposit conditions.

47-1. SMS-notifications are notifications on debit transactions in the amount equal to or exceeding the amount set by effective fees of the Bank (depending on the type of bank account – equivalent in a foreign currency).

The Bank shall not be liable for non-delivery of SMS-notification, sent by the Bank, by a cellular communications operator.

As the Bank uses services of mobile operators, these operators will have technical access to the text of a SMS-notification, containing information considered as a bank secret for the Depositors' bank account.

The Bank shall not be liable for providing information on debit transactions performed on the bank account (-s) to the third party by means of the SMS-notification sent to the telephone number specified in the Application; and these actions of the Bank shall not be disclosure of a bank secret, if the Depositor has not timely notified the Bank in writing about loss, theft and other cases of loss of mobile telephones, SIM-cards from such a telephone or their transfer to the third party based on any grounds.

48. The Bank shall be obliged:

A) to open the Account to the Depositor and provide the Deposit accounting;

B) to provide security of the Deposit;

C) to keep secret of availability of cash and cash flows on the Account, and to provide the information on them to the third parties only according to the procedure and in cases specified by the laws of the Republic of Kazakhstan. To provide information on availability of cash and cash flows on the Account to the Client by telephone considering the requirements for protection from an authorized access to the Account (use of a memorable word, etc.);

D) to perform operations on the Account according to the Deposit Agreement/Application-Offer, this Adhesion Contract and the applicable laws of the Republic of Kazakhstan;

E) to provide statements on each operation performed upon the Depositor's demand or to record operations in the savings account passbook upon the Depositor's request;

F) to return the Deposit with the accrued Interest (for individuals non-residents of the Republic of Kazakhstan net of the tax withdrawn at source (hereinafter-the Tax)) pursuant to the requirements of the Tax Code of the Republic of Kazakhstan) on the terms and conditions set in the Deposit Agreement/Application-Offer, this Adhesion Contract within 5 (five) business days from the date when the Depositor submits an Application for the Deposit return written in any format, considering the peculiarity set by paragraph 48-1 of the Standard Terms;

G) if the day of accrued Interest transfer falls on a weekend or a public holiday, to transfer the accrued Interest on the following business day;

H) not to change the Interest rate set in the Deposit Agreement/Application-Offer, except extension of the Deposit storing period, floating rate and cases specified by the laws of the Republic of Kazakhstan, this Adhesion Contract and the Deposit Agreement/Application-Offer;

I) to notify the Depositor in writing by a registered mail sent to the essential details specified in the Deposit Agreement/Application-Offer, if the balance of the Deposit is less than the minimum balance required under the Deposit Agreement/Application-Offer within 14 (fourteen) calendar days from the date of the said circumstance occurrence.

J) to accrue interest from the date following the date of money placement to the Deposit/additional contribution to the account of the Depositor. When calculating interest, the year is considered equal to 360 days; for Turbo Deposit – 365 days (except the Turbo Saving Deposit).

K) under the Deposits of individuals non-residents of the Republic of Kazakhstan withdraw the Tax and at the request of such a Depositor to provide the account statement as the confirmation of the Tax withdrawal by the fact of the transaction performed.

48-1. By the Turbo Saving Deposit the Bank shall be obliged to return the Deposit not earlier than 30 (thirty) calendar days from the date of submittal by the Depositor of the Application for return of the Deposit written in any format.

49. The Bank shall be entitled:

A) to demand from the Depositor the information and documents required for opening the Account and operations performed; to collect and process personal data of the Money Giver/Depositor;

B) to provide direct debiting of the Client's Account, including accrued Interest on the Deposit, in cases specified by the concluded Deposit Agreement/Application-Offer, the laws of the Republic of Kazakhstan, upon orders of the third parties authorized by the laws of the Republic of Kazakhstan, including commission fees for the operations performed on the Account, over-paid interest on the Turbo Saving Deposit (in case of early cancellation), as well as the amount of indebtedness within the deals concluded by the Parties;

C) to unilaterally repudiate the Bank Deposit Agreement/ Application Offer and this Adhesion Agreement (to reject a transaction):

- in cases of absence of money on the client's bank account for more than one year, at that the Bank shall be entitled to repudiate the Bank Deposit Agreement/ Application Offer and close the bank account without prior notification to the client;

- under the grounds and in the manner, stipulated by the Law of the Republic of Kazakhstan "On payments and payment systems" and the Civil Code of the Republic of Kazakhstan,

- at non-submittal by the Client of information or documents, required for the Client identification within the aims of fulfillment by the Bank of the requirements of the legislation of the Republic of Kazakhstan on counter-acting legalization (laundering) of criminally obtained incomes, and the financing of terrorism and the US Foreign Account Tax Compliance Act or if the Bank has grounds to assume that the transactions with money and (or) other property of the client are related to legalization (laundering) of criminally obtained incomes, and (or) the financing of terrorism, acknowledged pursuant to the legislation of the Republic of Kazakhstan on counter-acting legalization (laundering) of criminally obtained incomes, and the financing of terrorism;

At that the Bank shall be entitled to unilaterally repudiate the Bank Deposit Agreement/Offer Application and this Adhesion Agreement, preliminarily notifying the Client not later than a month prior to the termination date of the Bank Deposit Agreement/ Application Offer and this Adhesion Agreement:

- in the event of availability of the balance of money on the Client's Account, to credit the balance of money to the notary's deposit pursuant to the legislation of the Republic of Kazakhstan and to close the Client's Account;

- at absence of money on the client's bank account, upon expiration of three months from the date of submittal to the client of the notification on rejection to execute the bank deposit agreement shall repudiate the Bank Deposit Agreement/ Application Offer and this Adhesion Agreement and close the client's bank account, unless otherwise is stipulated by the Bank Deposit Agreement/Application Offer.

At unilateral repudiation of the Bank Deposit Agreement/Application Offer and this Adhesion Agreement the Bank shall pay the remuneration (for individuals non-residents of the Republic of Kazakhstan net of the Tax) as of the date of unilateral repudiation of the specified agreements considering the remuneration terms, provided in these agreements.

Unilateral repudiation of the bank deposit agreement/application offer by the Bank is not allowed at availability of:

1) unfulfilled requirements under the bank account or non-canceled acts on temporary restriction for property management, decisions and (or) orders of authorized state bodies and (or) officials on suspension of debit transactions on the bank account, as well as acts on imposing arrests on money, being on the client's bank account,

at that closing by the Bank of the bank account agreement and unilateral repudiation of the bank account agreement/application offer are allowed if there is no money on the client's bank account for more than one year;  
2) unfulfilled requirements under the currency agreement, providing for export (import), submitted by the client to the Bank pursuant to the currency legislation of the Republic of Kazakhstan.

If there are unfulfilled requirements under the currency agreement, providing for export (import), submitted by the client to the Bank, closing by the Bank of the client's bank account is allowed in the event of unilateral refusal from execution of the bank account agreement/application offer pursuant to the Law of the Republic of Kazakhstan "On counter-acting legalization (laundering) of criminally obtained incomes, and the financing of terrorism" or international treaties ratified by the Republic of Kazakhstan.

D) to change the Interest rate of the Deposit when extending the Deposit term, in case of setting the floating interest rate, as well as in cases provided by the laws of the Republic of Kazakhstan, the Adhesion Contract and the Deposit Agreement/Application-Offer;

E) to notify the Depositor at least 7 (seven) calendar days prior to changing the Interest rate on a certain type of Deposit towards its reduction by means of mass media or by placement of announcements in the branches and/or on the website of the Bank, at its own discretion, at that the new Interest rate shall be applied at extension of the Deposit Agreements/Application-Offers for this type of Deposit;

F) this paragraph is not applicable anymore;

G) if an amount on the Account is below the minimum required balance of the Deposit, the Interest on the Deposit shall be accrued based on the rate for the Demand deposit, after expiry of 14 (fourteen) calendar days from the date when the Bank has sent the appropriate notification to the Depositor till the date when the Depositor deposits the amount necessary to generate the required minimum balance of the Account.

H) the following services are provided to the Client when opening an account:

- setting a memorable word for the client's card required for identification of the Client when applying to the Contact Center to get information on the Account;

- setting an access code to the Account required for additional protection of Client's Accounts when conducting debit transactions on the Account;

(when debit transaction is conducted by the Authorized Representative, the access code shall be informed by the Client to the Authorized Representative);

- connection to SMS-notification – it is required so that the Client could get notifications to a mobile phone when conducting debit transaction and at cash receipt to the Account.

I) The Client has the right to refuse to set the access code to the Account, and disable this service by submitting an application according to the template set by the Bank. Setting of the memorable word to the client's card is a mandatory parameter.

50. The Depositor shall be obliged:

A) to submit documents and information required for opening the Account, specified by the US Law "On Foreign Account Tax", the laws of the Republic of Kazakhstan and the internal documents of the Bank, as well as to provide documents and information confirming legal status (residency/citizenship) of the Client at the request of the Bank;

B) to perform operations on the Account in compliance with the applicable laws, the terms of the concluded Deposit Agreement/Application-Offer and this Adhesion Contract;

C) to pay for the Bank's services according to the fees of the Bank effective as of the operation date. Accrued interest may be withdrawn based on the terms and conditions set by the Bank for current accounts and payment card accounts;

D) not to use the Account for entrepreneurial, advocacy, private notary activities, as well as for purposes of private bailiff and professional mediator, farm household operations; otherwise the Depositor shall reimburse to the Bank all/any incurred losses related to breach of this obligation, which the Bank is entitled to collect by direct debiting from the bank account;

E) if an amount of the Deposit is below minimum required balance set in the Deposit Agreement/Application-Offer to deposit the amount necessary to generate the required minimum balance of the Deposit specified in the Deposit Agreement/Application-Offer within 14 (fourteen) calendar days from the date of the appropriate notification sent by the Bank.

F) to deposit in cash and/or non-cash the Deposit amount specified in the Deposit Agreement/Application-Offer to the Account on the day of signing the Deposit Agreement/Application-Offer. If the Depositor fails to transfer the Deposit amount to the Account or the transferred amount is less than the Deposit amount specified in the Deposit Agreement/Application-Offer, the interest will be accrued based on the 'On Demand' Deposit rate. If the transferred amount is more than the amount specified in the Deposit Agreement/Application-Offer, then the Deposit amount will be the amount actually received to the Account. In this case, the Addendum to the Deposit Agreement/Application-Offer shall be signed.

G) to notify the Bank in writing about change of address, telephone numbers and other changes which can affect the performance of the Adhesion Contract;

H) Excluded.

51. The Depositor shall be entitled:

A) to receive the information on the Account status (the Account statements) at the Branch/Outlet of the Bank where the Account was opened;

B) to manage the Deposit according to the terms of the concluded Deposit Agreement/Application-Offer and this Adhesion Contract;

C) in case of forced liquidation of the Bank, to receive guaranteed compensation for the Deposit to the extent and according to the procedure set by the applicable laws of the Republic of Kazakhstan;

D) to receive the Deposit amount and the Interest accrued for the actual time of the Deposit retention on the Account according to the procedure specified in the Deposit Agreement/Application-Offer and this Adhesion Contract;

E) to receive SMS-notifications for debit transactions (transactions in the amount equal to or exceeding the amount set by the effective fees of the Bank) on the Account;

F) to re-register the Deposit in the name of the third party without loss of accumulated interest, on the basis of the Application. Commission for re-registration shall be paid at the tariffs of the Bank effective as of the date of re-registration. At the same time, the Parties shall sign the Supplementary Agreement/Addendum. Re-registering of the Deposit in the name of the third party cannot be performed if there is a credit limit on the Card issued to the Depositor against the Deposit pledge on the terms of the Deposit Agreement/Application-Offer and other outstanding obligations of the Depositor to the Bank, under the Turbo Saving Deposit, as well as to employees of companies under the payroll project;

G) to open and/or maintain/close the Account by the third parties on behalf of the Client, which is made on the basis of the identity document of the third party and notarized power of attorney issued by the Client in the name of this third party. The Client unconditionally agrees that in order to prevent unauthorized access (accesses) of the third parties to the Client's Accounts, the Bank shall be entitled to retain the original powers of attorney and request for other documents, in accordance with the Bank's INDs. To register the power of attorney at the Branch/Outlet of the Bank, the Client shall do the following:

- to present personally with an attorney;

- to provide to the Bank's employee the original power of attorney;

- excluded;

- to set a memorable word to the client's card, which is necessary for identification when contacting the Bank ("Contact Center") to get information on the account by telephone;

- to set an access code to the account, required to confirm a debit transaction on the account (the client informs an attorney about it to conduct debit transaction on the account).

H) Submission of a power of attorney is not required for individuals authorized to open accounts in compliance with the laws of the Republic of Kazakhstan – parents or other legal representatives.

I) to get services (including based on a power of attorney) for conducting debit transaction on the savings account in the amount exceeding 50,000 US Dollars (or equivalent in other currency) within 2 business days after application of the Depositor/Attorney for cash withdrawal according to the template set by the Bank, pursuant to the terms, established by the Deposit Agreement/Application Offer, considering the requirements of the legislation of the Republic of Kazakhstan for the terms of return of the Deposit.

J) by the Deposit of individuals – non-residents of the Republic of Kazakhstan to get the Account statement to confirm the withheld Tax by the fact of the conducted banking transaction.

52. Liability of the Parties:

A) in case of breach of the Deposit Agreement/Application-Offer and this Adhesion Contract terms and conditions, the Parties shall bear liability in compliance with the laws of the Republic of Kazakhstan. At that the Bank's liability shall be limited to the amount of direct damage caused;

B) the Bank shall not bear any liability to the Depositor in case of direct debiting of funds from the Depositor's Account without his consent in cases and according to the procedure specified in the laws of the Republic of Kazakhstan.

53. Other terms and conditions:

A) the Deposit Agreement/Application-Offer shall come into effect on the date of funds depositing to the Account;

B) the changes and additions to the Deposit Agreement/Application-Offer shall be valid if they are executed in writing and signed by the authorized representatives of the Parties; and come into effect from the date/moment specified by the appropriate supplementary agreements/addendums;

C) the Depositor's signature on the Deposit Agreement/Application-Offer evidences that the Depositor has read and agreed to the Adhesion Contract terms and conditions, commission fees charged for the services provided by the Bank, the Deposit Agreement/Application-Offer terms and conditions. The Depositor/Money giver and any

other parties concerned unconditionally acknowledge by acceding the Standard Terms that using of the Electronic Digital Signature or other dynamic identification tools by the Depositor equals to manual signing of the hard copy by the Depositor (the third party – the money giver);

D) excluded;

E) the Interest accrual shall start from the date following the date of placing the Deposit to the Depositor's Account;

F) the Depositor hereby agrees to receipt of advertisements from the Bank;

F-1) The Client unconditionally agrees with disclosure of information about him/her by the Bank to the US Internal Revenue Service, including, in the case of a change of circumstances, which resulted in occurrence of one or more indicators that give reason to assume that the Client is a person/resident of the United States (the owner of Green Card), and if the amount of money (balance) on the Account opened by the Client with the Bank exceeds the amount determined by the United States Law "On Foreign Account Tax" on the last date of the calendar year;

G) the Interest shall be accrued for the actual period of the Deposit retention based on the rate specified in the Deposit Agreement/Application-Offer;

H) the Account operations shall be recorded in the Account statements provided by the Bank, or, upon the Depositor's request, in the savings account passbook;

I) the Deposit shall be managed by:

- the Depositor;

- the representatives of the Depositor – based on the notarized power of attorney;

- the heirs, in case of the Depositor's death, - in compliance with the laws of the Republic of Kazakhstan;

J) the validity period of this Contract shall be terminated and the Account shall be closed in case of:

- payment of the Deposit amount and the Interest (for individuals non-residents of the Republic of Kazakhstan – net of the Tax) in compliance with the Deposit Agreement/Application-Offer terms and/or the applicable laws of the Republic of Kazakhstan;

- early withdrawal of the Deposit minimum required balance by the Depositor;

- untimely depositing of the initial amount by the Depositor to the Account to constitute the amount equal to or exceeding the minimum required balance of the Deposit set in the Deposit Agreement/Application-Offer;

K) according to the laws of the Republic of Kazakhstan, in case of forced liquidation of the Bank, its liability to return the Deposit is a subject of compulsory deposit insurance;

L) all issues not covered in the Deposit Agreement/Application-Offer and this Adhesion Contract shall be governed by the applicable laws of the Republic of Kazakhstan;

M) in case of discrepancies between the texts of the Deposit Agreement/Application-Offer in Kazakh, Russian and other languages, the text in Russian shall prevail unless otherwise agreed by the Parties (the Depositor and the Bank).

O) The Parties shall recognize a fax copy/facsimile of the signature of the Bank's authorized person and of the signature as valid in the documents, submitted by the Bank to the Client, including the Application Offer/the Deposit Agreement for opening the savings account. The Client shall have no objections based on this to the Bank in the future.

## SECTION IV. CARD OPERATIONS

### Article 1. Glossary of Terms

54. The terms used in other Sections of the Standard Terms and in other (supporting) documents, similar to the terms construed in this Article, comply with the terminology used in the laws of the Republic of Kazakhstan/banking practice according to usual business practice, but may be applied to Card Operations only if they comply with the following definitions/criteria:

1) **Authorization** - a permission of the Bank to carry out a payment using the Card.

2) **Card Activation** – a procedure when the Bank cancels technical restriction for carrying out the Operations by the Client caused by rejection of Authorization by the Bank, regardless of Accessible Limit or any other conditions, by any means chosen by the Bank. Activation is performed by means of the first debit Operation carrying out using the Card and entering the PIN by the Client;

3) **Bank** – Eurasian Bank JSC, which is the Issuer and the owner of the Card, including Branches and Outlets of the Bank and employees of the Bank, its Branches and Outlets.

4) **ATM** – an electronic-mechanical device allowing the Cardholder to obtain cash and employ other services of the Bank using the Card.

5) **Card Blocking** – full or temporary ban for making payments and (or) money transfers using the Card.

5-1) **Bonus** is a conditional unit, granted to the Client, participant of the loyalty program from own funds of the Bank when the Client performs activity meeting the requirements of the rules of the loyalty program. Bonuses are accumulated on the special Bonus account of the Client (1 bonus is equal to 1 tenge).



- 5-2) **Bonus account** is a special account of the Client, opened by the Bank which is designated for accounting of crediting/using bonuses.
- 6) **Interest** – payment for use of a Loan, identified as a percent of a Loan amount per annum payable to the Bank.
- 7) **Statement** – monthly and/or additional Account statement generated by the Bank and displaying, inter alia, the Operations carried out in the expired accounting period, according to the Application (Loan Application) and other terms, stipulated by these Standard Terms, provided according to the Application terms and Fees of the Bank.
- 7-1) **Repayment Schedule**, generated and provided by the Bank via SMARTBANK remote banking system (hereinafter – the Repayment schedule) – making monthly payments on consumer installment loans.
- 8) **Funds to be received in the future** – salaries, benefits, bonuses, Interest, material assistance, payments of incentive and compensating nature, allowances, additional payments and any other payments to the Client to be received/ received to the Account.
- 9) **Additional Card** – a Card linked to the Account and issued in addition to the Card of the Client either to the Client or the Authorized person of the Client. Additional Card Operations shall be carried out only within the Accessible Limit amount, in the amounts authorized by the Client to the Additional Card Holder. The Client shall bear liability and obligations for all Operations carried out by the Additional Card Holder (who is not the Client), including Operations within the Credit Limit/Loan amount.
- 10) **Accessible Limit** – sum of the Client’s own money on the Account and the Credit Limit (if available), net of the accrued but unpaid Interest and other payments (penalties) according to the Fees, and the blocked amounts of Operations when the Bank has not received financial confirmation.
- 11) **Authorized person of the Client** – an individual, Additional Card Holder, who has a right of full or limited access to the Client’s Account by means of the Additional Card. The procedure and terms of the Additional Card use (Accessible Limit, Limit of Operations) shall be determined by the Client by executing the appropriate documents in the Bank according to the templates set by it.
- 11-1) **Monthly payment** is the amount of the principal (the amount of a conducted transaction), commission to be paid by the Client and interest accrued by the Bank, with payment of the amount due by installments and making its payment broken down by a certain number of payments provided in the Application (Loan Application).
- 12) **Registered telephone number** – the Client’s telephone number used by the Bank for authentication/ identification of the Client.
- 13) **Application** – Application Offer for opening the account, issuance and servicing the credit card, a special form (a Client’s application and the agreement entered into between the Client and the Bank for opening the bank Account with the of use of the payment Card and for payment Card issuance, or an application for opening the bank Account with the of use of the payment Card, for the payment Card issuance and accession to the Standard Terms and Conditions of banking and other services of Eurasian Bank JSC (Adhesion Contract)), filled in and sent to the Bank by the Client, which may also contain a variety of offers to the Bank, including the Client’s proposal to the Bank for the Loan issuance;
- 13-1) Application (Loan application) – deals, concluded by the Parties under and for execution of the Framework Agreement, establishing (detailing) the terms of obtaining the consumer installment Loan, separate Loans under the Framework Agreement (the Loan limit under the card, the terms of use (provision) and other terms);
- 14) **Identification** – determination by the Bank of the SMARTBANK RSS Client’s identity, Mobile Banking Login and Password, Access Codes, verification and / or other information, performed when the Client signs in the SMARTBANK RSS, Mobile Banking, or obtained in providing IVR services or Telephone and SMS banking services, respectively.
- 14-1) **IPT** - Information and payment terminal, electronic-mechanical device capable of receiving, verifying the authenticity and storage of banknotes for future payments of individuals in self-service banking.
- 15) **Card** – a plastic Card of the payment system issued by the Bank to the Client / Client’s authorized person based on the Application and other documents. The Card is a tool to access money on the Account through electronic terminals and / or other electronic and mechanical devices, which contains information allowing the Cardholder to carry out Card Transactions. Cards are divided into Debit and Credit cards. They may be embossed or unembossed with instant issue or a prepaid payment Card.
- 16) **Client (Cardholder)** - an individual - resident of Kazakhstan who filed the Application to the Bank and acceded to the Contract. The Client becomes the Cardholder after receiving the Card. Unless otherwise expressly determined, according to the Standard Terms the Cardholder means the Additional Card Holder as well.
- 17) **Verification code** – a code provided by the Bank to the Client which is required for authentication of the latter when contacting the Bank’s IVR.
- 18) **Memorable word** – a secret word assigned by the Client when completing the Application Offer for opening the account, issuance and servicing the credit card, and required to identify the Client in his/her verbal request to the Bank.

19) **Loan (transaction)** – the bank Loan (principal amount) provided to the Client by the Bank within Credit Limit on the Card, on the conditions of maturity, serviceability, renewability and refundability, which are defined depending on the Framework Contract/Application (Loan Application). The Loan shall be deemed provided (disbursed) from the moment of the Client's first debit Transaction on the Account.

19-1) **Consumer installment loan** – a Loan type where the Credit limit is set on the Account of the Client with the possibility of its repayment depending on the amounts and number of payments, established by the Application (Loan Application) and relevant Repayment schedules.

20) **Credit limit** – a maximum aggregate debt on the Client's loan set by the Bank which exceeds the Client's own funds on the revolving basis. The credit limit shall be deemed to be granted from the moment of accepting the Application (Loan Application).

21) **Operation limit** – amount of money that a Cardholder can spend over a certain period of time and for the types of Operations set by the Bank and / or the Cardholder.

22) **Grace period (up to 50 days)** – a period from the date of occurrence of the debt to the date of expiry of the settlement period, during which the fee shall not be accrued or charged, on the condition of repayment of the principal debt, calculated as of the settlement date, to the date of the settlement period expiry, the Grace period shall apply to the transactions: conducting payments in Smartbank RSS, payment for goods and services at trade and service enterprises, services in servicing points, including at making purchases abroad, Internet purchases.

23) **Minimum payment** – a part of the Total debt designated for replenishment of the Account during the Settlement period before the Payment Date (inclusive), defined by the Application (Loan Application) and specified in the Statement.

24) **Unauthorized use of Card** – use of a Card or its information:

- which contravenes the laws of the Republic of Kazakhstan or the requirements to the place of service of the Card during the Authorization;
- in a way that may harm the reputation of the Bank or the PS;
- by third parties without the consent of the Client;
- violating the Standard Terms.

25) **Unauthorized overdraft** – indebtedness of the Client occurred due to exceeding Operation amounts by the Cardholder by debiting them from the Account over the Accessible Limit.

26) **Collateral** – a method of ensuring performance of the Client's obligations to the Bank under the Application (Loan Application), with conclusion of the Money Pledge Agreement/Guarantee Agreement. The Card and the Loan are secured by epy Insurance Deposit and / or guarantee and / or the outstanding amount of money on any other account of the Client held with the Bank / other banks and / or money kept on epy Account and / or money to be received to the Account in the future. Collateral is provided to the Bank by the Client or other persons (collateral guarantor, warrantor) for the duration of the Contract for proper performance of the Client's (and Supplementary Card Holders') obligations to the Bank.

27) **Total debt (Debt)** – the Client's total debt to the Bank, including debt on the Loan, accrued but unpaid Interests, fees (if any) and other Client's obligations to the Bank, non-performance by the Borrower within the set term of the Bank's demand for early repayment of the loan, submitted in the manner established by s.p.7-1 of p.223 of this Contract, including debts incurred as a result of carrying out Operations by the Additional Card Holder.

28) **Operation (Card Operation)** –

- a transaction carried out using Card / its details;
- debiting or Crediting the Account in case of executing the Client's/third parties' orders, using the Card in settlements for purchased goods and services; cash withdrawal; the Account replenishment; debit Operations on the Account, including loan transactions (debit transactions at the expense of the Credit limit); bank fee payments, Interest payment based on the Bank Fees, Interest payment in the amount and manner provided for in the Contract/Application (Loan Application), withdrawal of funds on the grounds determined by the laws of the Republic of Kazakhstan;
- other banking services provided to the Client as required by the laws of the Republic of Kazakhstan and under the Contract/Application (Loan Application).

29) **Principal** – a part of the Client's Total Debt representing the amount of Loan Operations (i.e. the Loan amount), including capitalized fees and other payments, which is payable by the Client to the Bank fully/partly (according to the Loan terms) during the Settlement Period;

30) **PIN-envelope** – a special sealed envelope issued to the Card/Additional Card Holder, containing an insert with a PIN-code printed on it;

31) **Personal Identification Number** – a secret code assigned to the Card and designated for identification of the Card Holder (hereinafter-the PIN-code). Entering the correct (according to the IT systems of the Bank or the PS) the PIN-code is equivalent to a handwritten signature of the Cardholder.

- 32) **Late Payment Fee** – a forfeiture (a penalty, affine) paid by the Client to the Bank for incomplete payment and / or non-payment of the Minimum Amount during the Settlement Period.
- 33) **Payment System (PS)** – a set of software and hardware, documentation, organizational and technical measures ensuring performance of Operations in accordance with the rules / regulations of the PS. According to the Standard Terms the PS are as follows:
- American Express International payment system;
  - MasterCard International payment system;
  - Visa International payment system.
- 34) **Payment Period** - a period of time, starting from the date, following the Settlement Date and ending on the 20<sup>th</sup> day of a month (unless otherwise provided by these Standard Terms), following the Settlement Period, during which the Client must make a Minimum payment /Monthly payment / pay a Total amount of debt on the Account.
- 35) **Rules of Card Use (the Rules)** - requirements for the use, maintenance of the Card which are contained in Article 2 of this Section hereof and placed on the Bank website **www.eubank.kz**.
- 35-1) **Provision of the information on movement on the card/account via SMS-messages** – the service provided to individuals Basic Card Holders and Additional Card Holders.
- The basic card holder receives an SMS-message to his mobile phone on each of his transactions conducted using the payment card or its details as well as information on some payment card-related services.
- The additional card holder receives an SMS message to his mobile phone on each of his transactions conducted using the payment card or its details.
- 35-2) **Loyalty program** – rules of application, accrual and use of remunerations of the Bank, accrued/granted to keep the Clients' loyalty.
- 36) **Overdue Principal** – a part of the Client's Total Debt representing an amount of performed Loan Operations, including amounts of capitalized commissions and other payments, which was not refunded (paid) by the Client during the Settlement Period specified for repayment of such an amount by the Client.
- 37) **Point of Card Service** - a place where Cards are used to withdraw cash or purchase goods and services, including without producing the Card (e-merchants and others).
- 38) **Authorized overdraft** – a type of Loan, provided within the Credit limit on the Client's Card, according to which the entire Total debt amount shall be fully payable on a monthly basis at the Settlement date.
- 39) **Settlement date** – the last bank day of a month, during which the debt occurred and within which the Bank shall accrue the Interest/Fee within the relevant Settlement period.
- 40) **Settlement period** – a period of time beginning on the date of debt occurrence and ending on the Settlement date, involving Operations recorded within it and included in a regular Statement.
- 41) **Revolving credit** – a type of Credit, provided under the Credit limit on the Client's Card, whereunder an amount fixed as a percentage of a part of Principal as of the Settlement date and Interest accrued for the Settlement period is payable to the Bank on a monthly basis.
- 42) **POS-terminal** – a Point-of-sale (a merchant/service point): a device designated for Authorization while paying for goods and services, withdrawing cash, replenishing an Account, etc.
- 43) **Security code (CVV2)** – a code consisting of three digits - on the back of a card to the right of the Cardholder's signature strip – intended for the confirmation of Operations transacted without use of the Card. A Security code shall be equal to the Cardholder's signature.
- 44) **Slip** – a payment document of the individual entrepreneur or legal entity, accepting the Cards to conduct non-cash payments for goods (works, services) delivered to them (hereinafter-the entrepreneur) or of the Bank, drawn up in hard copy when making a payment using the Card;
- 45) **IVR** – Interactive Voice Response allowing a Client to receive the Bank's services, such as PIN setting, available Account limit request and other. A list of the Bank services provided via IVR may be expanded/changed at the Bank's own discretion.
- 46) **Cardholders support** – a Bank division receiving and processing Client calls, informing of products and services of the Bank, activating, blocking the Cards and performing other functions defined by the Bank for a current servicing of a Client/ Additional Card Holder.
- 47) **Insurance deposit** – an amount credited by the Client to a separate account with the Bank and frozen by the latter until the end of a Contract term. Insurance deposit may be used as Collateral.
- 48) **Stop-list** – a list of damaged, suspended and lost Cards. The validity of the Cards included in the list shall be suspended and the use thereof shall be blocked.
- 49) **Contract validity term** – a period of time within which the Parties' obligations under the Contract shall be in effect until they are discharged.
- 50) **Account (a Current account)** – a bank account with use of a Card opened by the Bank for a Client to carry out Card Operations.

51) **Bank Fees** – Interest/commissions/penalties amounts approved by the Bank’s authorized body for the services on opening, management, maintenance, closing of Accounts, Loan servicing, breach of the Clients’ obligations under the Application (Loan Application), published on the Bank’s website.

51-1) **Communication Channel** – one of the means of transmission of information between the Client and the Bank: electronic mail (e-mail), postal mail, SMARTBANK remote banking system, USSD/SMS-message, a message via messenger, telephone, fax, ATM, IPT, a message on the Client page in a social network, a message on the Website, official page of the Bank in a social network, used in the manner and on the terms determined by the Bank, and other Internet resources with identification based on the Client Information.

52) **Card loss** – loss, theft, capture of the Card as well as obtaining such information as number, expiration date, encoding a magnetic stripe or a chip of the Card by third parties, including for the purposes of Unauthorized use.

53) **Digital signature (DS)** – a digital signature. A username, password and other codes provided by the Bank shall be equal to a Client’s signature.

54) **CashBack** (hereinafter - Refund or CashBack) – a function to return the money (part of the purchase cost) back to Account using a Client’s payment card in non-cash payment operations related to payment for goods and services, the amount and conditions of which are determined by the Bank fees.

55) **MCC (Merchant Category Code)** - a 4-digit number which classifies the type of activity of a trade and service enterprise and used in Transactions with the Card or its details for the electronic transmission of information on it.

## Article 2. Card Use Rules

55. The Bank issues the Card directly to the Client or to the Client’s Authorized person. Upon receipt of the Card, the Cardholder should put his/her signature on the reverse side of the Card.

56. The Bank issues and gives the Card within 10 (ten) bank days from the date of the submission by the Client of the Application/Application Offer for opening, issuance and servicing the credit card and the payment of the annual service fee to the Bank in accordance with the Fees. Immediate issue of the Card based on the Application is made by the Bank upon payment by the Client of such service fee in accordance with the Fees.

57. In case if the Client refuses to use the Card after its expiration, he/she must notify the Bank of such refusal within 30 days prior to expiration thereof. In case of late notification and if the Bank issues a new Card with a new number and an expiration date, the Bank shall withhold payment from the Client for the next validity period of the Card. The Client unconditionally agrees that the Bank does not return the payment for reissuance of the Card in case of late notification of the Bank by the Client due to refusal to use the Card.

58. The Bank may immediately issue a payment Card if Client submits an Application to the Bank and pays annual service fee, if any, in accordance with the Bank’s Fees.

58-1. The Bank at multi-currency card issuance can open additional accounts (sub-accounts) in US Dollars and euro to the Account, opened in tenge.

At conducting a transaction, a transaction amount is written-off first of all from the account, opened in currency of a transaction, in case of shortage of funds write-off of funds is performed in the following order:

Transaction currency	Order of money write-off
KZT	KZT > USD > EUR
USD	USD > KZT > EUR
EUR	EUR > KZT > USD

At that accounting and repayment of unauthorized overdraft, as well as remuneration and a penalty for unauthorized overdraft, pursuant to the fees of the Bank, are performed in tenge (in case of shortage of amount on the main Account, repayment of unauthorized overdraft, as well as of remuneration and penalty (if available), is performed in accordance with the above order).

59. The Client is deemed duly informed by the Bank about the services provided by the latter, Limits of Operations set by the Bank and the Fees for these services, the Rules, information on card types and card issuance terms, as well as changes in the Bank’s Fees (except as limited by the laws of the Republic of Kazakhstan), in case of placement of such information in the Bank’s Client service areas, as well as Bank’s website at **www.eubank.kz** not later than 15 (fifteen) calendar days prior to such changes, unless other terms are specified in the agreement between the Bank and the Client. The Client understands and unconditionally agrees that the obligation of the Bank is limited only by timely informing with the above methods, and the Client is obliged to get acquainted with all necessary information and keep in contact

with the Bank. The information on the amount of the commission fee charged by the Bank for the service shall be reported to the Client at his request when contacting the Bank for getting the service, except for the cases, stipulated by the legal regulation of the National Bank of the Republic of Kazakhstan, at provision of payment services using the remote access systems, at that the Client hereby agrees to the possibility of reviewing by the Bank of the Tariffs in the manner, stipulated by the Standard Terms, the Application (Loan Application).

60. The Client agrees to close the Account in case if no Transactions (movement) on the Account are carried out during 1 (one) calendar year and to credit the amounts up to KZT 500 (five hundred) to the Bank's income upon closing the Account, at the discretion of the Bank.

61. The Client is responsible for all Transactions made with Additional Cards by third parties, as well as for repayment of total debt on the Account, for damage and other loss, caused to the Bank.

62. The Bank charges Interest, commissions and other payments from the Client's Account in accordance with the Agreement, Application (Loan Application) and the Bank Fees applicable as of the date of the Transaction. By signing the Application (Loan Application) the Borrower shall accede these Standard Terms and grants to the Bank the right to charge from the Account all payments, as well as damages caused to the Bank by Cardholders / Additional Card Holders. This instruction is an obligation of the Client and may not be withdrawn unilaterally. Collection of these amounts shall be effected by direct debiting the Bank Account of the Client. In the absence of funds on the Account, amounts owed under the Contract, the Credit Limit Agreement, the Fees are charged by the Bank from the other client's bank accounts, through their direct debiting and / or on the basis of payment requests. By acceding the Standard Terms, the Client provides to the Bank an explicit, unconditional and irrevocable consent, including expressed in the relevant contracts / agreements and other related documents to withdraw the amounts specified.

63. Signing the Application/Loan Application for opening the Account, issuance and servicing the credit card, the Client confirms that he/she is a beneficiary of the funds on the Account and the funds transferred to the Account, and that the sources of money on the account are legitimate.

64. Contribution of money to the account by the third parties is permitted, unless otherwise specified by the laws of the Republic of Kazakhstan.

65. All Operations performed by the Additional Card Holder are deemed to be performed by the Client.

66. To start committing debit transactions using the Card, the Client must activate the card. Card activation is performed by entering PIN at the first transaction requiring PIN.

67. The Card, including the Additional Card, may be provided to the Client by sending it by registered mail to the address of residence specified in the Application by the Client or by issuing it to the Client at his/her personal visit to the Bank, or given in any other way agreed with the Client.

68. PIN, including for the Additional Card may be issued to the Client at his/her personal visit to the Bank in a PIN-envelope (PIN-envelope is issued in exceptional cases), or set by the Client independently by one of the ways set by the Bank:

1) through an IVR system;

2) through Smartbank RBS. This service is provided when a new card is issued to the Client and only for the Basic Card Holder

69. All Cards issued pursuant to the Agreement are the property of the Bank and shall be returned to the Bank upon its request. The use of the Card by another Holder or third parties is not allowed.

70. With respect to the opening, closing and maintaining bank Accounts for Card Transactions, issue and maintenance of Cards, in addition to the laws of Kazakhstan and to the extent not contradicting it, the rules of international payment systems, international banking practice, business customs, Bank INDs shall apply. In the event of any conflict between the rules of international payment systems and these Standard Terms and / or the Application (Loan Application)/Application Offer for opening the account, card issuance and servicing, and / or other agreements, the relevant rules of international payment systems shall apply.

70-1. If at the Client's instruction from the Account in one currency there is performed the money transfer to the Accounts of the third parties or of the Client in another currency, the Bank shall transfer the money with its conversion at the effective exchange rate, established by the Bank at the date of conducting the Operation, unless otherwise agreed by the Parties. These Operations shall be conducted pursuant to the requirements of the currency legislation of the Republic of Kazakhstan.

71. The Bank may issue Additional Cards to third parties upon written request of the Client. The Client shall be responsible for all Transactions made by third parties using the Additional Cards, as well as for repayment of the total debt on the Account. Damages caused due to the fault of the Additional Card Holders shall be debited from the Client's Account.

72. A Card cannot be given to third parties for the purposes of use and / or pledge.

73. A Card that is presented by an unauthorized person shall be subject to seizure.

74. If a Cardholder forgets a PIN, he/she can apply to the Bank for a change and receipt of a new PIN.

75. The Bank provides Card servicing through smooth functioning of systems and electronic devices (including ATM and IPT) having direct control over them, and undertakes to take all possible measures to restore service in the event of suspension for reasons beyond the Bank's control.

76. The Bank shall not be liable for the actions of employees (cashiers) of a Merchant failing to perform or making mistakes during Card Transactions, in particular, if a cashier did not carry out the identification of Cardholder and validation of his/her signature on the payment document with the signature on the Card and / or ID document.

77. To carry out Card Transactions a Cardholder shall present a Card to the cashier of the Merchant or cash advance point or use an ATM/other electronic devices as self-service or carry out Card Transactions in any other way using the Card details.

78. A cashier may request a Cardholder to submit his/her identity document. In the absence of such a document the cashier may refuse the Cardholder to perform a Transaction, and retain the Card until the circumstances are clarified.

79. By acceding to the Standard Terms the Client unconditionally agrees that all Transactions carried out with the use of electronic devices (including ATM and IPT) and by entering of PIN, shall be considered by the Parties as the Transactions performed by a Cardholder. Therefore, every PIN actually entered and / or a signature actually put on slips and receipts confirm the express consent of the Cardholder (Additional Card Holder) to withdraw money from the Account to carry out a Card Transaction.

80. A Cardholder shall keep all documents on Card Transactions for at least 6 (six) months and provide them to:

- the Bank upon its request, to settle disputes;
- tax authorities and customs administration, as well as other public authorities to give proof of the legitimacy of money receipt and their use;
- in other cases provided for by the laws of Kazakhstan.

81. A Cardholder shall be fully responsible for ensuring safety of a Card, as well as the confidentiality of its details (name of Cardholder, Card number, expiration date, etc.).

82. Due to the fact that the rules of different payment systems may vary, the Bank shall not be responsible for the additional fees charged by cash advance points (not related to the Fees).

83. According to the payment systems rules a Merchant does not have the right to overprice the goods, works or services when accepting Cards for payment as compared with cash settlement. A Cardholder must notify the Bank about all cases of overstating the cost of goods, works or services.

84. A Cardholder unconditionally agrees that a Card shall be deemed to be in possession of, and used by, the Cardholder in the absence of a duly registered request, and that Card Transactions performed using the Card prior to registration of the request by the Bank shall be deemed to have been duly authorized by the Cardholder. The Cardholder shall bear the risk and liability in respect of Card Transactions carried out before the Card is blocked.

84-1. The Bank shall not accrue CashBack/bonus at conducting transactions using a payment card by the following types of transactions:

- payment for services of casino, totalizers and lotteries;
- payments to the budget;
- money transfers.

85. A Verbal Request, at the discretion of the Bank, shall be confirmed by a consequent written application of a Cardholder submitted to the Bank within two business days of the verbal request. In case of failure to submit a written request within the above-mentioned period, the Cardholder is required to pre-notify the Bank specifying the reasons for the inability to provide the written request and to submit to the Bank a written request similar to the verbal request, as soon as possible.

86. By accession to the Standard Terms, the Client agrees that the Bank shall have the right to capture and record phone calls of a Cardholder, inter alia in order to avoid the occurrence of any disputes. In this case the Cardholder also agrees that recording of the phone calls by the Bank will be sufficient proof of the content of the verbal request made by the Cardholder until confirmation of such request in writing in accordance with these Standard Terms.

87. In case of addressing the request to the Bank branch or any member of the relevant payment system a Card will be blocked after the Bank registers the request provided by the Bank branch or the relevant member of the payment system on behalf of the Cardholder.

88. The request shall be deemed to be addressed by the Cardholder, who bears the risk and liability for any discrepancies between the request and his/her intentions, and for the consequences of blocking a Card by the Bank. The Bank shall not be liable for consequences of blocking the Card carried out based on a request made on behalf of the Cardholder transmitted by telephone / telex / fax in accordance with the requirements set forth in this Contract.

89. After blocking the Card based on a written request of the Cardholder, the Bank shall issue a new Card with a new number and PIN.

90. The Bank reserves the right to assert a claim to the Cardholder in the event of non-compliance with the Card storage and use requirements, as well as in case of non-compliance with PIN secrecy requirements (including after the Card lock), as well as in case of premeditated illegal actions from the Cardholder.

91. In case of finding a Card previously confirmed as a lost one a Cardholder must immediately notify the Bank and return it to the Bank. In case of failure to return the found Card as provided by this paragraph, the Cardholder shall assume all risks caused by such failure to return the Card to the Bank and shall reimburse to the Bank any additional costs that may be incurred by the Bank in connection with the withdrawal of the Card.

92. The Bank may, without prior notice, block the Account if it has the reason to believe that there is a risk of unauthorized fraudulent transactions on the Client's current account.

92-1. The Client shall individually make all settlements with the tax authorities of the Republic of Kazakhstan and assume the potential risks related to compliance with the requirements established by government authorities in respect of taxes and other obligatory payments applying to the money in the Account, including the returned amount paid by the Bank.

92-2. The Bank shall be entitled to unilaterally repudiate the execution of this Contract (to refuse to conduct a transaction) if:

- the Client fails to provide the information or documents necessary for identification of the Client in order to fulfill the requirements of the Law of the Republic of Kazakhstan "On Anti-Money Laundering and Counter-Terrorism Financing" and the Law of the United States "On Foreign Account Tax";
- the Bank has any reasons to believe that a transaction with money and (or) other property of the Client is related to legalization (laundering) of illegal earnings and (or) terrorism financing, recognized in compliance with the Law of the Republic of Kazakhstan "On Anti-Money Laundering and Counter-Terrorism Financing".

At that the Bank shall be entitled to unilaterally terminate the Agreement, preliminarily notifying the Client within not less than one month prior to the date of termination of the Agreement.

92-3. The Bank shall not be liable for non-compliance of MCC in electronic data of Operations received from the payment system with the actual activity of a trade and service enterprise.

92-4. The Client unconditionally agrees with disclosure of information about him/her by the Bank to the US Internal Revenue Service, including, in the case of a change of circumstances, which resulted in occurrence of one or more features that give reason to believe that the Client is a person/resident of the United States (the owner of Green Card), and if the amount of money (balance) on the Account opened by the Client with the Bank exceeds the amount determined by the United States Law "On Foreign Account Tax" on the last date of the calendar year.

92-5. The Client signs up to get SMS-messages on his card and Card Account activity by filling out the Client's written application (including the Application Offer for opening the account, issuance and servicing of the credit card).

92-6. **SMS**-notifications shall not be the account/card activity notifications.

The Bank shall not be liable for a mobile company's failure to deliver an **SMS**-notification to the client.

The mobile companies have access to the text of an **SMS**-notification the Bank sends, including information about the client's account that the Bank considers confidential.

92-7. The Bank shall not be liable for problems stemming from sending an **SMS**-notification about a debit card transaction if the client has lost his mobile phone or SIM-card, or had either of them stolen, and failed to notify the Bank in writing. The Bank shall also be not liable for problems stemming from sending an **SMS**-notification about a debit card transaction when the card account holder has let another person use his mobile phone.

The Client must bear the liability for any loss occurring because of a lost mobile or SIM card or for allowing another person to use his mobile.

92-8. The Parties shall recognize a fax copy/facsimile of the signature of the Bank's authorized person and of the stamp as valid in the documents, submitted by the Bank to the Client, including the Agreement / Application Offer for opening the account, issuance and servicing of the credit card/Application (Loan Application)/the Bank Loan Agreement/the Agreement on provision of the credit limit (installment)/Addendums to agreements and other documents. The Client shall have no objections based on this to the Bank in the future.

### **Article 3. Providing a Credit Limit for a Card**

#### **1. Procedure for provision of an Authorized Overdraft**

93. Estimated period equals to one calendar month.

94. Payment period equals to one calendar month.

95. When reviewing an Application-Offer for opening the account, issue and servicing of the Card, the Bank shall make a decision on provision of a Loan. The Loan shall be assigned for the Card validity period or until a written recall of the Client and full repayment of the debt. The Loan shall be provided under the terms set by the Application

and the Bank Fees.

96. During the Payment period, the Client shall repay the whole amount of the Total Indebtedness.

97. The Bank shall calculate the Interest for the Loan and the Settlement Date starting from a day following the day, on which a Transaction on the Account was performed, till the Settlement Date and/or a day of repayment of the whole Loan amount and other related payments inclusive.

98. When the Client makes a repayment to the Account, the Bank shall automatically calculate the Interest for the Loan for this date starting from a day following the last Settlement Date till the day of crediting the amount inclusive for the amount of the Principal debt and Overdue Principal Debt.

99. The Bank shall determine type and amount of the Card Collateral and amount of the Credit Limit at its own discretion.

100. The Bank shall be entitled to directly annul the set amount of the Credit Limit by any of these cases, without limitation:

- the Client is involved in the judicial proceedings as a respondent and/or third party, not making independent claims on the part of the respondent;
- the Client's property and his/her accounts have been arrested and/or its property has been foreclosed or there is a real threat of occurrence of these events;
- the Bank violated his/her obligations to the Bank;
- the Client has lost his/her officially certified income, or his/her income has substantially reduced;
- the financial standing of the Bank has deteriorated;
- the unintended use of the Loan;
- the Client has reached his/her retirement age.

101. The Bank shall be entitled to directly and in the extra judicial manner use the Card and Loan Collateral for repayment of the debt receivables on the Account, and for repayment of the Loan amount, Interest, commission and penalty charges (fines, penalties), if repayment of the debt is overdue for more than 1 (one) day.

102. The Client shall be entitled to submit a written application to the Bank for changing the amount of the Credit Limit. It is allowed to transfer the Client's consent for changing the Credit Limit by the Communication Channels, established by the Bank.

103. The Bank shall be entitled not to disclose a reason for refusal to provide the Credit Limit to the Client or changing its amount.

104. Unauthorized overdraft may be provided by the Bank to the Client in case of shortage of the Accessible Limit on the Account to conduct:

- debit Transactions for payment for Goods, services of a Service Point, including the services of an insurer, receiving cash, bank transfers using the Card (its details) and commission fees related to these Transactions;
- payments of accrued charges, commission fees and the Interest for use of the Loan and other payments to the Bank by the Client in accordance with the Application, these Standard Terms and Fees.

105. The Loan within the framework of the Credit Limit shall be deemed to be granted by the Bank from a day of reflecting amounts of Transactions, carried out (in full or partially) using the Loan, on the Account.

106. Should the Client fail to timely fulfill its obligations, the Bank shall accrue penalties on the Overdue Principal Debt in accordance with the Fees. Repayment of the Debt shall be made in the order established by these Standard Terms.

107. The total amount of indebtedness shall be repaid on a monthly basis to the full extent calculated as of the Settlement Date and specified in a monthly Statement.

108. The Client's Debt to the Bank shall occur as a result of:

- a Loan provided to the Client by the Bank;
- accrual of the Interest payable by the Client to the Bank for use of a Loan;
- accrual of charges and commission fees payable by the Client to the Bank;
- other cases that led to occurrence of the Debt related to implementation of the Agreement.

109. Upon the end of each Settlement Period, the Bank shall form and provide the Client with a Statement in a way determined by the Client's Application Offer for opening the account, issuance and servicing the credit card. The Statement shall contain:

- all Transactions reflected on the Account during the Settlement Period;
- balance as of the beginning of the Settlement Period (Opening Balance) and the end of the Settlement Period (Closing Balance);
- amount of Indebtedness taking into account calculated Interest, fines, penalties;
- other information, which the Bank deems necessary to bring to the Client's knowledge.

110. Closing Balance at the end of the Settlement Period specified in the Statement shall include the amount of the Principal Debt, overdue Principal Debt and Unauthorized Overdraft (if any).



111. Amounts of commission fees and Interest, other payments provided by the Fees shall not be capitalized to the amount of the Principal Debt; they shall be included in the Total Indebtedness Amount separately.

112. Amount of the payment made by the Borrower under this Agreement in case if it is insufficient for fulfillment of the Borrower's obligations under this Agreement, shall repay the Borrower's indebtedness in the following order:

- 1) indebtedness of the Principal Debt (including Unauthorized Overdraft);
- 2) indebtedness of Interest;
- 3) forfeit (penalties, fines);
- 4) amount of the Principal Debt for the current period of payments;
- 5) Interest accrued for the current period of payments;
- 6) the Bank fees
- 7) the Bank's expenses incurred by the Bank due to non-fulfillment and/or undue fulfillment by the Borrower of his/her obligations under the BLA/Application (Loan Application).

Upon expiry of 180 (one hundred and eighty) consecutive calendar days overdue the amount of the payment made by the Borrower under this Agreement in case if it is insufficient for fulfillment of the Borrower's obligations under this Agreement, shall repay the Borrower's indebtedness in the following order:

- 1) indebtedness of the Principal Debt (including Unauthorized Overdraft);
- 2) indebtedness of Interest;
- 3) amount of the Principal Debt for the current period of payments;
- 4) Interest accrued for the current period of payments;
- 5) forfeit (penalties, fines);
- 6) the Bank fees
- 7) the Bank's expenses incurred by the Bank due to non-fulfillment and/or undue fulfillment by the Borrower of his/her obligations under the BLA/Application (Loan Application).

113. Money credited to the Account shall be written off by the Bank for repayment of Indebtedness in full (if the Account has the amount sufficient for repayment of the debt) or to the extent of the funds available on the Account (if the funds are not sufficient for repayment of the Debt in full) in compliance with the legislation of the Republic of Kazakhstan.

114. Available balance of the Credit Limit shall be increased by the amount of the repaid part of the Principal Debt until full restoration of the Credit Limit.

115. The Client's money on the Account and the one exceeding the Debt shall remain on the Account and increase the Available Limit.

116. Should the Client fail to place money on the Account in the amount necessary to repay a debt, then, according to the Standard Terms, such a circumstance shall be considered as non-fulfillment by the Client of his/her obligation, at that:

117. The Principal Debt amount set for repayment but not repaid in time shall be deemed as the Overdue Principal Debt.

118. The Bank shall be entitled to demand payment of a fine (penalty) for the non-repayment or untimely repayment of the debt in accordance with the Fees.

119. In case of failure to fulfill the obligations in time, the Bank shall be entitled to block the Card (including all Additional Cards). At that, the Bank unblocks the Card after receiving money on the Account sufficient to repay the unpaid debt in full.

120. Should the Client (Borrower) fail to fulfill or improperly fulfill the obligations, the latter shall pay the Bank a forfeit (fine/penalty) in the amount determined by the Bank Fees which shall be accrued to the amount of overdue principal debt per each day of delay taking into account the restrictions provided by the law.

121. Repayment period, including returning the Loan to the Bank by the Client, shall be determined at the moment of the Bank demanding the Debt and at the Bank's discretion according to these Terms.

122. Total Debt of the Client shall consist of:

- amounts of the Principal Debt and amounts of the Unauthorized Overdraft as of the date of issuing the Final Account Statement;
- amounts of Interest on the Loan issued within the framework of the Credit Limit and on the Unauthorized Overdraft (if any) calculated from a day following the day of granting the Loan or the Unauthorized Overdraft;
- amounts of payments, commission fees and other charges payable by the Client, not written off from the Account (if any);
- amounts of the overdue Principal Debt and overdue Interest.

123. Fees related to the Loan service may be changed upon an agreement of the Parties.

124. In case of write-off of money from the Client's accounts in other banks (institutions conducting certain types

of banking activities) within the Republic of Kazakhstan and abroad, the Client shall reimburse for all expenses of the Bank related to the write-off in direct debiting from accounts.

## **2. Procedure for granting a Revolving Loan**

125. The Bank, in case of accepting a Client's offer for granting a Revolving Limit, shall open the Credit Limit for consumer purposes on the Client's Account in the amount provided by the Fees, specified in an Application Offer for opening the account, credit card issuance and service by the Client, on the basis of other information given by the Client in the Application (Loan Application) and other available information. At that, before the Card activation and acceptance of the Client's offer for granting the Credit Limit by the Bank, the Credit Limit shall equal to zero.

126. After signature of the Agreement/Application (Loan Application) and other supporting documents on provision of the Credit Limit, the Client shall be informed on the Credit Limit Activation by sending an SMS-notification to the phone number specified in the loan application. At that, the Credit Limit shall become available to the Client no later than on a day following the Activation day.

127. When reviewing the Application Offer for opening the account, credit card issuance and servicing, the Bank shall make a decision on granting the Loan. The Loan shall be assigned for the validity period of the Card or until a written recall of the Client and full repayment of the debt. The Loan shall be provided under the terms established by the Application (Loan Application). During the Payment Period, the Client shall repay a part of the Loan in the amount set by the Bank Fees and to pay the Interest for the used amount of the Loan and other payments according to the Bank Fees. The Bank shall calculate the Interest for the Loan starting from the day, when it received information on a Transaction till the day of repayment of the whole amount of the Loan and other related payments.

128. The Bank shall be entitled to directly annul the set amount of the Credit Limit in any of the following cases, but not limited:

- the Client is engaged in legal proceedings as the respondent and/or third party, not making independent claims on part of the respondent;
- the Client's property and his accounts have been arrested and/or foreclosed or there is real threat of occurrence of these events;
- the Client violated his/her obligations to the Bank;
- the Client's loss of officially confirmed incomes or its significant reduction;
- deterioration of the financial standing of the Client;
- unintended Loan use;
- change in the requirements of the legislation of the Republic of Kazakhstan, affecting due fulfillment by the Bank of the terms of the BLA/Application (Loan Application);
- the Client has reached retirement age.

The Bank shall be entitled to directly use the Card and Loan Collateral for repayment of debt receivable on the Account and for repayment of the Loan amount, Interest, and other payments according to the Tariffs of the Bank, if repayment is delayed for more than 1 (one) day, to which the Client unconditionally agrees.

129. The Client shall be entitled to submit a written application to the Bank for changing the amount of the Credit Limit. It is allowed to transfer the Client's consent to changing the Credit limit by Channels of communication, established by the Bank.

130. Excluded.

131. Unauthorized overdraft may be provided by the Bank to the Client in case of lack of the Available Limit on the Account to conduct:

- debit Transaction for payment for Goods, services of a Service Point, including the services of an insurer, receiving cash, bank transfers using the Card (its details) and commission fees related to these Transactions;
- payments of accrued charges, commission fees and the Interest for use of the Loan and other payments to the Bank by the Client in accordance with the Application, these Standard Terms and Fees;

132. The Loan within the framework of the Credit Limit shall be deemed to be granted by the Bank from a day of reflecting amounts of Transactions, carried out (in full or partially) using the Loan, on the Account.

133. Should the Client fail to fulfill the obligations in time, the Bank shall charge an additional payment for the overdue debt in accordance with the Fees. Repayment of the Debt shall be made in the order established by these Standard Terms.

134. Should the Bank accept other amount of the Credit Limit specified in the Client's Application (offer), the initially provided Credit Limit may be increased or decreased after repayment of the Loan, unless otherwise provided by these Standard Terms.

135. A Debt of the Client to the Bank shall occur as a result of:

- a Loan provided to the Client by the Bank;
- accrual of the Interest payable by the Client to the Bank for use of a Loan;
- accrual of charges and commission fees payable by the Client to the Bank;

- other cases led to occurrence of the Debt related to fulfillment of the Agreement.

136. Upon the end of each Settlement Period, the Bank shall form and provide the Client with a Statement in a way determined by the Client's Application Offer for opening the account, credit card issuance and servicing. The Statement shall contain:

- all Transactions reflected on the Account during the Settlement Period;
- balance as of the beginning of the Settlement Period (Opening Balance) and the end of the Settlement Period (Closing Balance);
- amount of Indebtedness taking into account calculated Interest, fines, penalties;
- amount of a Minimum Payment and the date of its payment;
- amount of a Maximum Payment;
- other information, which the Bank deems necessary to bring to the Client's knowledge.

137. Closing balance at the end of the Settlement Period specified in the Statement shall include the amount of the Principal Debt, overdue principal debt and Unauthorized Overdraft (if any), including the amount of payments, commission fees and Interest written off from the Account.

138. Minimum Payment for the Settlement Period shall be calculated by the Bank as the amount of a part of the Principal Debt calculated as a percentage ratio, the rate of which is determined by the Application (loan application), to a part of the Principal Debt and accrued Interest.

139. A grace period may be set under the Agreement.

140. The Grace Period shall apply to the Transactions, reflected on the Account during the Settlement Period, if the Client credited money to the Account in the amount sufficient for repayment of the Debt in full until the end of the Grace Period.

141. In case of non-fulfillment and/or untimely fulfillment of the obligations by the Client according to the Agreement/Application (Loan Application), the Grace Period shall not apply, and the Loan Interest for the amount of transactions, for which it is possible to apply the Grace Period, shall be accrued on the following Settlement Date.

142. Amount of the payment made by the Borrower under this Agreement in case if it is insufficient for fulfillment of the Borrower's obligations under this Agreement, shall repay the Borrower's indebtedness in the following order.

- 1) indebtedness of the Principal Debt (including Unauthorized Overdraft);
- 2) indebtedness of Interest;
- 3) forfeit (penalties, fines);
- 4) amount of the Principal Debt for the current period of payments;
- 5) Interest accrued for the current period of payments;
- 6) the Bank fees
- 7) the Bank's expenses incurred by the Bank due to non-fulfillment and/or undue fulfillment by the Borrower of his/her obligations under the BLA/Application (Loan Application).

At the end of 180 (one hundred and eighty) consecutive calendar days of overdue amount of the payment made by the Borrower under this Agreement in case if it is insufficient for fulfillment of the obligations of the Borrower under this Agreement, shall repay the Borrower's indebtedness in the following order:

- 1) indebtedness of the Principal Debt (including Unauthorized Overdraft);
- 2) indebtedness of Interest;
- 3) amount of the Principal Debt for the current period of payments;
- 4) Interest accrued for the current period of payments;
- 5) forfeit (penalties, fines);
- 6) the Bank fees
- 7) the Bank's expenses incurred by the Bank due to non-fulfillment and/or undue fulfillment by the Borrower of his/her obligations under the BLA/Application (Loan Application).

143. Write-off of the Debt amounts may be conducted in chronological order taking into account the date of their reflection on the Account, i.e. the most long-standing debt shall be paid first.

144. Available balance of the Credit Limit shall be increased by the amount of a repaid part of the Principal Debt until full restoration of the Credit Limit.

145. The Client's money on the Account that exceeds the Debt shall remain on the Account and increase the Available Limit.

146. In case, if the Client fails to credit money to the Account in the amount of a Minimum Payment within the period specified in the Statement as the period for payment of such Minimum Payment, this circumstance shall be considered as non-fulfillment (default) of the obligation to pay the Minimum Payment, at that, the difference between the amount of the principal debt in composition of the Minimum Payment and the amount of actually repaid principal debt at the expense of the money placed on the Account by the Client within the Payment Period

following the Settlement Period, by the results of which the Statement was formed, shall be determined as a non-repaid part of the principal debt. The amount of money actually credited by the Client shall be understood as all amounts credited to the Account during the Payment Period following the Settlement Period, by the results of which the Statement was formed, and balance of money on the Account as of the beginning of the abovementioned Payment period (if any);

147. The Bank shall be entitled to demand a fine (penalty) for non-payment or untimely payment of the Minimum Payments in accordance with the Fees.

148. If there is an Unauthorized Overdraft and/or if the Client has a missed payment, the next Minimum Payment shall increase by the amount of the Unauthorized Overdraft and/or the missed Minimum Payment (overdue principal debt and overdue Interest of the Bank) and an accrued fine.

149. In case of failure to fulfill the obligations in time, the Bank shall be entitled to block the Card (including all Additional Cards). This block of the Card may be conducted from the date following the date of the expected Minimum Payment according to the Account Statement.

150. In case, if the Client (Borrower) fails to fulfill or improperly fulfills the obligations, the Client shall pay the Bank a forfeit (penalty) in the amount determined by the Bank Fees that is accrued to the amount of the overdue principal debt and overdue interest as of the date of occurrence of the overdue amount.

151. Unblocking of the Card previously blocked by the Bank shall be conducted by the Bank after money sufficient for repayment of the unpaid Minimum Payment (all previously unpaid Minimum Payments) in full has been credited to the Account.

152. Repayment period, including returning the Loan to the Bank, shall be determined at the moment, when the Bank demands the Debt, and at the Bank's discretion according to these Terms.

153. The Total Debt of the Client shall contain:

- amounts of the Principal Debt and amounts of the Unauthorized Overdraft as of the date of issuing the Final Account Statement;
- amounts of the Interest on the Loan issued within the framework of the Credit Limit and on the Unauthorized Overdraft (if any) calculated from the date of granting the Loan or the Unauthorized Overdraft;
- amounts of payments, commission fees and other charges payable by the Client, not written off from the Account (if any);
- amounts of the Overdue Principal Debt and amounts of the overdue Interest.

154. Fees related to the Loan service shall be subject to change upon an agreement of the Parties.

### **2-1. Consumer installment loan**

154-1. Within the framework of this Agreement and pursuant to the terms of the Application (Loan Application), signed by the Parties on a hard copy according to the form of the Bank, the Bank shall open to the Client Consumer installment Credit limit on the account, with offered amounts of number of monthly payments, provided in the Application (Loan Application). The term of the Credit limit provision, provided in the Application (Loan Application), can be extended for the same term, but not more than 10 (ten) years at positive decision of the Bank and absence of written application of the Client on refusal from provision of the Credit limit. The Credit limit "by installments" can be provided to the Credit/Debit Card.

154-2. The Debt of the Client to the Bank occurs in the result of: making by the Client of a purchase of Goods, including purchase of Goods abroad, Internet-purchases, paying for services in Points of service, charging by the Bank of Interest, payments and commissions to be paid by the Client, causing occurrence of the Debt.

154-3. Debt is repaid by monthly payments on transactions, conducted from the date of setting the Credit limit and debt by which has not been repaid. As to monthly payments, in the first turn there shall be repaid the first obligatory monthly payment from the date of conducting a transaction, provided in the Repayment schedule and debt on which has not been repaid. When conducting several transactions, obligatory monthly payments provided in the Repayment schedules, shall be made analogously in the subsequent calendar order.

Repayment should be made on the 20<sup>th</sup> (twentieth) day of each month, according to the Repayment schedule.

If the payment term of a monthly payment, which should be made by the Client according to the Repayment schedule falls on the day, which is a not a working day, then such payment can be made on the following working day, without payment of forfeiture and other penalty sanctions.

154-4. Interest is charged by the Bank immediately on the entire amount of each transaction, beginning from the date of conducting a transaction till the date of making the last payment on a transaction.

154-5. The set Credit limit shall be available from the moment of its provision. Credit limit is only available via using the Card and Account servicing the Card in the manner stipulated by this clause. In the event the Application (Loan Application) is terminated, access to the Credit limit shall be blocked, and the Client shall be obliged to repay the entire outstanding Debt to the Bank.

154-6. At calculation of the Interest, the date of provision of the Credit limit and the repayment date shall be deemed

as one day. At that a year is deemed to be equal to 360 (three hundred and sixty) calendar days, and a month - 30 (thirty) days.

154-7. Unauthorized overdraft can be provided by the Bank to the Client in the event of insufficiency of the Credit limit on the Account, for conducting:

- debit Transactions on payment for a Good, a service of the Servicing point, including the insurer's using the Card (its details) and commission related to these Transactions;
- making by the Client to the Bank of charged fees, commissions and Interest for using the Credit limit pursuant to the Application (Loan Application), these Standard Terms and Tariffs.

154-8. At conducting by the Client of debit Transactions to pay for the Good, services in Points of service, including purchases abroad, Internet-purchases, own funds of the Client are expended (if available), and in the event of absence of own funds of the Client on the Account, payment is made at the expense of the Credit limit "by installments".

154-9. The Grace Period shall apply to the Transactions, specified in the Tariffs, reflected on the Account within the Settlement Period, in case if not later than the Grace period expiry, specified in the Statement, the Client placed on the Account the money, sufficient to fully repay the Debt amount.

The fee for non-repayment of the entire debt amount within the grace period shall be calculated by the Bank as of the settlement date, from the amount of all the transactions, conducted within the settlement period, and shall be issued for repayment on the last day of the payment period in case of occurrence of 2 (two) events:

- if in the settlement period at least one non-partner transaction is registered for any amount at the expense of the credit limit;
- if the client has not repaid within the settlement period 100% of the amounts of all the transactions, conducted within the settlement period.

154-9-1. In case of non-fulfillment and/or late fulfillment by the Client of the obligations under the Standard Terms/Application (Loan Application), the Grace period shall not apply, and the Fee in the amount of transactions, to which the Grace Period apply, shall be accrued on the following Settlement date.

154-9-2. Getting cash by use of ATM/through the cash desk/POS-terminal, money transfer using the Card by means of ATM, IPT, SMARTBANK RBS, Pay.Smartbank.kz, in the Internet shall be performed only at the expense of own funds of the Client. In the event of absence of own funds on the Client's Account these transactions shall not be performed at the expense of the Credit limit "by installments".

154-10. The amount of a payment made by the Client under the Application (Loan Application) in the event if it is not sufficient to perform the Client's obligation under the Application (Loan Application), shall repay the Client's debt in the following order:

- 1) the Principal debt (including unauthorized overdraft);
- 2) the Interest debt;
- 3) forfeiture (fine, penalty);
- 4) the Principal amount for the current period of payments;
- 5) the Interest, charged for the current period of payments;
- 6) commissions of the Bank;
- 7) the Bank's expenses incurred by the Bank due to non-fulfillment and/or undue fulfillment by the Borrower of his/her obligations under the BLA/Application (Loan Application).

Upon expiry of 180 (one hundred and eighty) consecutive calendar days overdue the amount of the payment made by the Client under the Application (Loan Application), in the event it is not sufficient to perform the Client's obligation under the Application (Loan Application), shall repay the Client's debt in the following order:

- 1) the Principal debt (including unauthorized overdraft);
- 2) the Interest debt;
- 3) the Principal amount for the current period of payments;
- 4) the Interest, charged for the current period of payments;
- 5) forfeiture (fine, penalty);
- 6) commissions of the Bank;
- 7) the Bank's expenses incurred by the Bank due to non-fulfillment and/or undue fulfillment by the Borrower of his/her obligations under the BLA/Application (Loan Application).

The order of the Debt repayment: split by monthly payments, in the first turn, the first obligatory monthly payment shall be paid by installments, specified in the Payment Schedule, from the date of conducting the transaction and the debt under which has not been repaid.

When conducting several transactions, obligatory monthly payments, specified in the Payment Schedules, shall be paid analogously in the following calendar sequence. When paying the regular monthly payment, in the

first turn there shall be repaid the accrued within the previous settlement period the fee for non-repayment of the entire debt amount within the grace period (if any). In case of overdue obligatory monthly payment, the fee for non-repayment of the entire debt amount within the grace period shall be repaid after the payment of forfeiture for violation of the obligations under the Agreement/Application (Loan Application).

154-11. In the event if the Client has not deposited money on the Account to make timely monthly payments, and in the amount of monthly payments, provided in the Repayment schedules, such circumstance shall be deemed as non-performance by the Client of the obligation under the Application (Loan Application).

154-12. For not making or late making of monthly payments the Bank shall be entitled to request payment of penalty according to the Tariffs of the Bank, and the Borrower shall be obliged to pay.

154-13. In the event if the Client deposited money on the Account prior to the date of making monthly payments, his money is kept as own funds prior to the date of debt repayment of monthly payments. On the date of making monthly payments money shall be written-off from own funds of the Client if available.

154-14. The early repayment order:

1) early (full or partial) repayment is made by way of the Client's contacting the Bank ("Contact Center"). The "Contact Center" operator, after the Client's identification, consults him on the early repayment procedure, asks the Client about the details of the amount and the repayment date. At that the "Contact Center" operator notifies the Client on the need to contact "Contact Center" to initiate a repeat application for early repayment in the event if the Client does not make payment of the entire amount of early repayment, sounded to the "Contact Center" operator within the set term or the deposited amount is less than the early repayment amount. In the event the Client does not contact "Contact Center" for a repeated application, the received amount, upon expiry of 3 (three) working from the date of receipt, will be credited to own funds of the Client;

2) early repayment is made within 3 (three) working days from the date of receipt to the Account of the entire early repayment amount, sounded by the Client;

3) in the event if the deposited amount is more than the amount, sounded by the Client for early repayment, the excess amount will be credited to own funds of the Client.

154-15. At partial repayment, all the amounts of the first debt amounts, provided in the Repayment schedules, and by which debt has not been repaid, shall be repaid first.

154-16. In the event of non-performance of the obligations on time, the Bank shall be entitled to perform the Card Blocking (including all the Additional Cards). Such Card Blocking may be performed from the date, following the Date, on which, according to the Repayment schedules, monthly payments should have been made.

154-17. Unblocking of the Card, previously blocked by the Bank, shall be performed by the Bank after receipt to the Account of money, sufficient to repay unpaid monthly payment (all previously unpaid monthly payments), not later than 1 (one) working day from the date of receipt to the Account of money in full amount.

154-18. Hereby the Borrower provides his unconditional consent to the Repayment schedules, prepared and provided by the Bank, as well as to the number of monthly payments, which will be provided by the Bank in the future, in the event of early/partial repayment of the Debt or due to other reasons. At that the Client is notified and agrees to that the Repayment schedules do not request signing a hard copy.

154-19. Hereby the Client notifies the Bank on that he has read and agrees to the procedure of early repayment of the Credit limit by installments.

### **3. Statements**

155. The Bank shall prepare the Statement for the Client for each calendar month, before the 10<sup>th</sup> (tenth) day of a current month for the previous one. The Statement shall reflect all Transactions with the Card, including commission fees, interest and other charges withheld by the Bank, and the Account balance. The Client may receive Statements at the Bank, through Remote Banking Servicing system, and by e-mail at the address specified in the Agreement or the Application. The Bank may charge the Client with a commission fee for each sent Statement according to the Bank Fees applicable on the day of a Transaction. Statement shall not release the Client/Card/Additional Cards Holder from fulfillment of the obligations under the Application (Loan Application). Transactions for the current month may be reflected in a Statement for the following months.

156. The Bank shall not bear responsibility for failures in the work of electronic information transmission channels and other force-majeure circumstances occurred after sending the Statement that led to untimely receipt or non-receipt of the Statement by the Client.

### **4. Disputable Transactions**

157. If the Client (Card/Additional Card Holder) reported discrepancies between Transactions (or amounts, excluding differences in the amounts of Transactions occurred as a result of currency conversions) specified in the Statement and actually conducted ones or inaccuracies in accrued commission fees or other payments, he/she must inform the Bank in this regard within 30 days from the date of the Statement formation but no later than 45 days from the date of confirming the Authorization for the disputed amount of a Transaction by drawing up a standard application of the Bank. If the Client failed to apply to the Bank in regard of the ascertained discrepancies between

the Transactions specified in the Statement and actually conducted Transactions within the period set by the Rules, it shall be deemed as the Client confirmed the Statement.

158. When the Bank carries out an agency check regarding a disputable Transaction for purposes of lowering the risk of unauthorized use of a Card, the Bank, in the Client's interests, may take actions for prevention of losses and expenses of the Client, including block of the Card or its withdrawal at its discretion.

159. If the Client's claim regarding a disputable Transaction was recognized by the Bank as reasonable, the Bank shall make a chargeback in the amount of such a Transaction. At that, amounts of payments, commission fees and Interest previously accrued to the amount of the disputable Transaction and paid by the Client are not to be returned.

160. In case, if the Client's claim regarding a disputable Transaction is recognized unreasonable by the results of a conducted investigation upon the Client's application, the Bank shall be entitled to require the Client to pay the actual costs of the Bank related to the agency check regarding this disputable Transaction.

160-1. Any dispute, demand or claim, associated/occurred due to conclusion, improper implementation by the Parties of this Agreement/The Framework Agreement/Application (Loan Application) or its invalidity, shall be settled by the Parties in the manner, stipulated by the legislation of the Republic of Kazakhstan, in the court and/or arbitration court and other methods, at the location of the Bank or its branch – at the discretion of the Bank.

## **5. Settlement Procedure**

161. The Bank shall directly debit money equivalent to the amounts of Transactions conducted using all Cards issued to the Client under an Agreement and invoiced by banks and organizations providing additional services to the Client, through PSs (Payment Systems), processing centers and other means, including the commission fee of the Bank provided for by the Bank Fees and the Bank Account Agreement and with conversion at the Bank's rate in case of a difference between currencies of the Transaction and the Account, from the Account on the day of receiving financial confirmation.

162. The Bank shall convert amounts of the Transactions to the Account currency according to the conversion rates set by the PS and/or the Bank. The Client shall not be entitled to controvert the conversion rates.

163. In case of discrepancies of the signatures on the Slip and the Card or receipt of an appropriate Authorization response, a teller or a Card Service Point Device shall have an unconditional right to withdraw the Card without any further notice. The Bank shall not bear responsibility for Transactions, during which, a teller did not check the signature of a Card Holder on the Card and on the Slip.

164. Losses incurred by the Bank through the Card/Additional Cards Holder's fault shall be paid by the Client. In cases determined by the Bank, the Bank shall have the right to request the Card/Additional Cards Holder to fulfill certain obligations under the Agreement. The Card/Additional Cards Holder shall agree and accept this condition.

165. The Bank shall be entitled to debit the Account for all amounts of obligations and losses occurred as a result of issue and use of the Card/Additional Cards/Account or as a result of non-fulfillment of the Agreement and/or Rules and/or other normative acts of the Bank and/or the laws of the Republic of Kazakhstan and/or rules of the PS by the Client (Card/Additional Cards Holder).

166. The Bank shall credit the Account according to payments made by the Client or a third party or assigning an Unauthorized Overdraft to the Account in the order provided by the Rules. Commission fees and other charges may be withheld from the Account by the Bank, also allowing the debit balance on the Account.

167. In case, when the Bank allows to make payments (Transactions) using the Account despite of lack of money (Available Limit exceeded), the Bank shall be considered as the one that granted a Loan for the appropriate amount to the Client from the day of such a payment under the terms in accordance with the Bank Fees applicable as of the date of provision of such a Loan.

168. In case, if the Bank confirms the Authorization, the Authorization Amount shall be blocked on the Account till the moment of debiting the Account for this amount or cancelling the Authorization Amount. The Available Limit shall decrease by the amount of the Authorization confirmed by the Bank. If a Transaction was conducted without an Authorization, the Available Limit Amount shall decrease at the date of billing the appropriate amount.

169. The Client (Card/Additional Cards Holder) shall be entitled to credit the Account by cash or transfer. The payment shall be deemed to be valid, if it was conducted in accordance with the details specified in the Rules.

170. Interest for the Loan shall be calculated by the Bank on the basis of the amount of the debit balance of the Account for each day of the Settlement Period.

171. The Bank shall withhold the Interest on an Unauthorized Overdraft (Exceeded Available Limit) from the amount of a difference between the debit balance of the Account and the amount of a set Loan (Unauthorized Overdraft) for each day of the Settlement Period.

172. Amounts credited (placed) to the Accounts (including Interest accrued on the Account, Return) shall be directed regardless of the payment purpose specified in a payment document.

173. The Bank shall be entitled to unilaterally refuse to charge accrued penalties (fines) and not to demand the Client to fulfill the obligations for their payment.

174. Excluded.

175. In case of an Unauthorized Overdraft and non-fulfillment of the obligations within the Settlement Period, the Bank shall temporarily suspend all Cards of the Client issued by the Bank and provide direct debiting of all amounts credited to the Account for repayment of the occurred debt. The Bank shall use direct debiting of the money placed on any Accounts of the Client with the Bank, except for money received by the Client in the form of doles and social payments, paid from the state budget and (or the State Fund of Social Insurance, that is on the bank accounts, opened at the borrower's request, in the order, determined by a normative legal act of the authorized body, as well as housing payments, provided by the Law of the Republic of Kazakhstan "On housing relationship"; money credited under the notary's deposit terms, and money on the bank accounts under the educational savings deposit agreement, concluded in compliance with the Law of the Republic of Kazakhstan "On State educational savings system" (and if necessary, convert it at the Rate as of the day of the transaction) for repayment of the occurred debt. In case, if the Client's Accounts do not contain sufficient amount of money to repay the debt to the Bank, including the Loan amount, penalty Interest on the Loan and other charges and expenses of the Bank, the Bank shall be entitled to block the Client's Accounts, and other Accounts of the Client with the Bank and directly transfer the present and incoming funds for repayment of the above-mentioned expenses and debt.

The Bank shall also be entitled to put in a claim for repayment of the debt to the Bank, including the Loan amount, penalty Interest on the Loan and other charges and expenses of the Bank, to any Account of the Client with any Bank of the Republic of Kazakhstan, except for money received by the Client in the form of doles and social payments, paid from the state budget and (or the State Fund of Social Insurance, that is on the bank accounts, opened at the borrower's request, in the order, determined by a normative legal act of the authorized body, as well as housing payments, provided by the Law of the Republic of Kazakhstan "On housing relationship"; money credited under the notary's deposit terms, and money on the bank accounts under the educational savings deposit agreement, concluded in compliance with the Law of the Republic of Kazakhstan "On State educational savings system".

175-1. Execution of the payment demand if the funds on the Client's bank account are insufficient shall be performed by way of direct debiting the Client's bank account as soon as money is accumulated.

175-2. The payment demand, presented to the Client's Current Account, shall be executed by way of direct debiting his current account within the limit of fifty per cent from the amount of funds available on it, and (or) from each amount of money, subsequently credited to his current account, without waiting for receipt of the entire amount, specified in the payment demand.

175-3. Suspension of debit transactions on the Client's Account on the basis of relevant decisions and (or) orders of authorized state bodies or officials on suspension of debit transactions on the Account or information of the authorized body on companies and individuals, included in the list of companies and individuals, related to the financing of terrorism and extremism, arrest on money on the Client's Account shall imposed in the manner and cases prescribed by the legislation of the Republic of Kazakhstan.

It is not allowed to impose arrest, suspend debit transactions on the Accounts, designed for crediting benefits and social aids, paid from the state budget and (or) the Social Insurance State Fund, housing payments, as well as funds placed under the notary's deposit terms.

175-4. At imposing arrest, enforcing recovery on the money, available on the Client's account and (or) suspension of transactions on the Client's Account, the payment using the Card, authorization of which has been performed prior to the date and time of receipt by the Bank of enforcement documents, payment documents, based on which recovery of the funds available on the Client's Account is enforced and (or) decisions (orders) of authorized state bodies or officials on suspension of debit transactions on the Account, as well as the payment using the Card without authorization, conducted prior to the date and time of receipt of enforcement documents, payment documents, on the basis of which recovery of money available on the Client's Account is enforced and (or) decisions (orders) of authorized state bodies or officials on suspension of debit transactions on the Account, shall reflected on the Client's Account.

175-5. Debit transactions on the Client's Account shall be renewed after revocation by the authorized state body of official of the decision and (or) order on suspension of debit transactions on the Account, as well as in the manner, determined by the Criminal-Process Code of the Republic of Kazakhstan, laws of the Republic of Kazakhstan "On counter-acting legalization (laundering) of criminally obtained funds, and the financing of terrorism" and "on rehabilitation and bankruptcy".

Arrest, imposed on the money, available on the Client's Account, shall be removed on the basis of a relevant written notification of a person, authorized to impose arrest on the Client's money, or following execution by the Bank of the cash collection order, presented in execution of arrest earlier imposed on the money available on the Account, or in cases, stipulated by the Law of the Republic of Kazakhstan "On enforcement proceedings and status of law enforcement officers".

The Bank shall return without execution non-implemented demands to the Account, decisions and (or) order of authorized state bodies or officials on suspension of debit transactions on the Client's Account, on imposing arrest



on the money, available on the Client's Account, at closure of the Client's Account in the manner, prescribed by the Law of the Republic of Kazakhstan "On Payments and Payment Systems".

175-6. At receipt by the Bank of the Client's instruction for making payments and (or) money transfers from his Account without using the Card, implementation of the Client's instruction from the Client's Account shall be performed within the limits of the balance of the money on the Account minus amounts of the transactions by which the authorization has been conducted and blocking the funds on the Account has been performed, pursuant to this Agreement.

175-7. The Bank at conducting erroneous withdrawal from the Client's Account or erroneous crediting of funds to the Client's Account, by which the Client did not conduct transactions using the Card and notified the Bank on it, after identification of erroneous withdrawal or erroneous crediting shall within twenty-four hours recover the balance of funds on the Client's Account as of the moment before the erroneous withdrawal or erroneous crediting of funds.

176. The Card in a currency different from the currency of the Account shall be used under the same conditions and within the same period as Transactions made in the currency of the Account. At that, conversion of the currency of the Account into the currency of a Transaction shall be carried out in accordance with the Bank rules and at the PS's and/or the Bank's rate for card transactions set for the date of withdrawing the Transaction amount from the Account.

177. The Client understands and unconditionally agrees that for making payment abroad in the currency of the Account the Bank shall convert the funds according to the agreements signed by participants of payment card system, based on the exchange rates set by the PS and/or the Bank.

178. When calculating the interest on the Credit Limit or the credit balance on the Account, the Bank shall operate on the following basis: actual number of days in a month is 30, in a year – 360.

179. The Bank shall be obliged to review and prepare a written response for a written appeal of a Client within 15 calendar days.

#### **6. Interactive Voice Response System**

180. Interactive Voice Response (IVR - Interactive Voice Response) – Interactive Voice Response, by which a Client may obtain services of the Bank such as setting a PIN-code, requesting available limit, and other. The list of services provided by the Bank through the IVR System may be extended /changed at the Bank's discretion.

181. The Bank shall be entitled to give a Client a possibility to set a PIN-code, receive financial information on the Account and perform other actions through the Interactive Voice Response at the Bank's discretion. The Bank shall be entitled to suspend and/or fully terminate work of the Interactive Voice Response at any time. The Interactive Voice Response may also be temporary unavailable during maintenance activities or due to malfunctions.

182. IVR Services shall be provided during authentication of the Client by the Bank on the basis of a verification code.

183. A verification code shall be given to a Client by sending it via SMS-message to a registered mobile telephone number specified by the Client in the Application.

184. For purposes of excluding unauthorized use of the Interactive Voice Response by third parties, the Client shall maintain confidentiality regarding his/her Card Number, verification code, and shall not reveal them to anyone because these data are the important means for protecting the access to the Interactive Voice Response (IVR). If a Client suspects that the means and data allowing access to the automatic system may be known /available to third parties, the Client shall come to the Bank to change them.

185. In case of force-majeure circumstances, including failures, malfunctions and jams in work of equipment, power systems and/or lines and communication networks that are provided, supplied, exploited and/or serviced by third parties, the Bank shall not bear responsibility for these malfunctions, failures and jams in servicing of the Interactive Voice Response (IVR).

#### **Article 4. Rights and Obligations of the Parties**

**186. The Bank is entitled to:**

- 1) set the maximal Transactions Limit and/or number of Transactions / Authorizations during a period specified by the Bank;
- 2) without prior notice, partially or completely abridge the right to use the Card/Additional Cards and Account in the event of non-compliance or on the Bank's suspicion of non-compliance by the Client (Card / Additional Card Holder) of the Agreement and/or the Rules and/or other legislative acts of the Bank and/or legislation of the Republic of Kazakhstan, as well as on the recommendation of the Payment System;
- 3) refuse to carry out transactions on the Client's Account as provided by these Standard Terms and the legislation of the Republic of Kazakhstan;

- 4) refuse to accept the Client's instruction at unavailability of the funds amount at the Client's Account sufficient for execution of this instruction, to close the Client's Account at availability of non-executed demands to the Client's Account;
- 5) request from the Client documents confirming the ground for carrying out payments and foreign exchange transactions;
- 6) provide the Client at this/her request with information on the general terms for carrying out bank transactions, as well as with information on the Fees of the Bank;
- 7) provide for confidentiality of information and keep banking secrecy on the transactions performed on the Client's Account in compliance with the legislation of the Republic of Kazakhstan;
- 8) provide the Client with the Loan Limit by way of accepting the Client's offer, having notified the Client on the amount of the Loan Limit pursuant to the Application, or by way of signing an Agreement with the Client;
- 9) change the Loan Limit in the order and as provided by these Standard Terms and/or the Client's Application;
- 10) set as a condition for the Card issuance placing the Insurance deposit or other Security with a bank account opening with concluding a separate agreement, regulating Security maintenance conditions. At that throughout the validity of the Agreement the Client may provide consent to refusal to carrying out active transactions on funds transfer, withdrawal from an Account, pledge as collateral on other obligations of the balance of the Account, provided as the Card Collateral;
- 11) reject early termination or change in the terms of the Card Collateral agreement if there is no other security on the Card;
- 12) retain the right to Security till complete execution by the Client of all obligations by the Agreement and foreclose on the Card Security in the event of non-execution/improper execution by the Client of the obligations under the Application (Loan Application);
- 13) to unilaterally change the terms of the Framework Agreement/Application (Loan Application), set as of the date of conclusion of the Framework Agreement/Application (Loan Application) with the Client, except for cases of their improvement for the Client.

The improvement of the terms for the Client shall imply:

- change towards the reduction or full cancellation of forfeiture (fine, penalty);
  - change towards the reduction of the interest rate according the Application (Loan Application);
  - change towards the increase of the Credit Limit on the Card (upon the Client's consent, received by means of channels of communication, ways, set by the Bank).
- 14) unilaterally forbid use by the Client of the Cards in particular Client areas and/or countries;
  - 15) cancel the Card in case of the Client's failure to appear at the Bank for receiving the Card in the period of more than 3 (three) calendar months from the day on which the application was submitted or upon expiry of three months from the date of withholding the Card in case of retaining the Card by a Bank ATM at not receiving by the Bank from the Client of the written application for return of the Card;
  - 16) not to return a paid (as well as written-off from the Account) commission fee for a card issuance and other related payments in case the Client is not willing to receive a renewed Card and in case of violation by the Client of these Standard Terms;
  - 17) without the Client's prior consent to withdraw (write-off) from the Account:
    - an amount of Transaction to which the Bank received confirmation from the Payment System, other banks or processing centers;
    - an amount of debts on the Loans (including principal debt amount, Remunerations for Loans, but also Unauthorized overdraft, Remuneration for untimely return of the Loan, overdue payments, etc.);
    - any erroneously credited, including but not limited to Return, receipts from other individual and legal entities, accrued Interest on the Account;
    - an amount of any Client's debt to the Bank;
    - a Commission fee of the Bank, written-off from the Account in compliance with the Fees as of a day of Transaction;
  - 18) close the Client's account in case of absence of Transactions (movement) on the Account during 1 (one) calendar year and enter an amount up to KZT500 to the earnings of the Bank;
  - 19) at one's own discretion determine the moment of calling the Loan by the Bank and demand full Debt repayment from the Client, having formed and forwarded to the Client the Final Account Statement, including, in case of non-fulfillment by the Client of their obligations provided by the Terms/Framework Agreement/Application (Loan Application), but also at expiry of the validity of the Card;
  - 20) in case of violation by the Client of the Debt repayment term and at absence at the Account of the funds sufficient for its repayment, write off without the Client's instruction funds in the amount sufficient for Debt repayment from other Client's accounts, opened at the Bank and other banks of the Republic of Kazakhstan, except

for money received by the Client in the form of doles and social payments, paid from the state budget and (or the State Fund of Social Insurance, that is on the bank accounts, opened at the borrower's request, in the order, determined by a normative legal act of the authorized body, as well as housing payments, provided by the Law of the Republic of Kazakhstan "On housing relationship"; money credited under the notary's deposit terms, and money on the bank accounts under the educational savings deposit agreement, concluded in compliance with the Law of the Republic of Kazakhstan "On State educational savings system" and forward them for the Debt repayment. In case if the Accounts, from which write-off is conducted, were opened in a currency different from the currency in which the Account was opened, perform conversion of such money into the Account currency at the rate of the Bank as of a write-off date, at that collection of the Client's loan debt by way of presenting a payment demand shall be restricted within the limits of fifty per cent from the amount of the funds available on his bank account, and (or) from each amount of money subsequently credited to the bank account of the Client, and shall be performed without waiting for crediting to the bank account of the entire amount, required for complete execution of the payment demand. This restriction shall not apply to the funds available on the savings account of the Client.

21) perform write-off from the Account of the amounts of the Transactions previously conducted by the Client during 180 (one hundred eighty) calendar days, including in case of refusal, Card blocking, expiry of the validity term from the date of Return of a card to the Bank or expiry of its validity term;

22) for service quality assurance control purposes run record of telephone conversations with the Client at his appealing to the Payment Cardholders Support Center or other subdivisions of the Bank as well as use the records to confirm the fact of such an appeal;

23) grant the Loan Limit to the Account in compliance with the procedures and the rules of the Bank;

24) cancel, decrease amount or add the Loan limit and block the Card and accelerate the maturity of the Client's debt at detecting cases of submittal by the Client of forfeited information and/or deterioration of the Client's financial standing and/or non-fulfillment by the Client of obligations on repayment of the used Loan or its part, in case of repayment overdue for a period of more than 1 (one) calendar day and change in the requirements of the legislation of the Republic of Kazakhstan, affecting the due execution by the Bank of the Agreement/Framework Agreement/Application (Loan Application);

25) accelerate the maturity of the Client's debt at detecting cases of non-fulfillment by the Client of obligations on the used Loan or its part, in case of repayment overdue for a period of more than 40 (forty) calendar days;

26) use the Client's consent to provision of information about him/her to the Credit Bureau and issuance of the Loan report, as well as consent to receiving information about making obligatory pension contributions to pension savings funds, provided by uncommercial "Government for citizens" State Corporation JSC in compliance with the current legislation of the Republic of Kazakhstan, an unlimited number of times;

27) demand from the Client provision of documents required for carrying out transactions on the Account in compliance with the currency legislation of the Republic of Kazakhstan and not carry out Transactions on the Account until submittal of required documents;

28) not to perform Return to the Client's Account in case of non-fulfillment by the Client of the obligations for repayment of the used Limit or its part, in case repayment is overdue for a period of more than 1 (one) calendar day, in case of closing the account as of the moment of crediting.

29) to accrue remuneration in compliance with the Rates for balance of funds on the account of the Client (without consideration of the credit limit amount, technical over-draft), opened in tenge. At calculation of remuneration a year is deemed to be equal to 360 days. The accrued interest amount is credited to the account of the Client each month on the last bank day.

30) for undue performance and/or non-performance by the Client of the obligations, undertaken under the Application (Loan Application) and/or violation of the Standard Terms, as well as non-fulfillment of the requirements, resulting from the notification, specified in sub-paragraph 9) of paragraph 187 of the Agreement, the Bank shall be entitled to implement all impact measures, prescribed in the RoK legislation and the Standard Terms, including the right of the Bank to distrain in undisputable (non-acceptance) manner money, including by way of submitting a payment request, available on any bank accounts of the Client, opened with the Bank, or with other banks and/or other financial companies, rendering certain financial services, except for money obtained by the Client in the form of aids and social payments, paid from the state budget and the Social Insurance Fund, being on the bank accounts, opened at the Client's request, in the manner, set by the legal regulation of the authorized body. All costs incurred to the Bank, shall be referred to the Client's account.

31) in the event of repayment of overdue debt under the Credit/Credit limit at the expense of funds, obtained by direct debiting of the bank accounts of the Borrower opened in the Bank, other banks and companies providing certain financial services, the Bank shall be entitled to forward amounts received in the course of execution of payment demand and exceeding the overdue debt amount under the Credit/Credit limit, for partial/full early debt repayment under the Agreement/Framework Agreement/Application (Loan Application), and the Borrower unconditionally and irrevocably agrees to this.

**187. The Bank shall be obliged to:**

1) open the Account to the Client and issue the Card;

1-1) prior to conclusion of this Agreement inform the Cardholder on the terms, protection measures, the Rules for using the Card, ways of submission of claims and the order of their review.

2) provide for the Card servicing in compliance with this Agreement and the Rules;

3) on the ground of the Application during 10 (ten) banking days from the date of approval and confirmation of the application by the Bank and payment by the Client of Remuneration for the Card issuance/servicing, issue the Card to the Cardholder or his authorized representative, acting on the ground of the proxy (notarized) given by the Cardholder, preliminarily having been introduced to the Standard Terms and Rules. The Application for issuance of the Card is considered by the Bank during 5 (five) bank days;

4) provide the Client with the Account Statement for the Remuneration as set in the Fees, during 3 (three) bank days from the date of receiving a written request;

5) provide the Client with the possibility of a 24 - hour notification on Card Loss or Theft, and at receiving it – provide all the necessary measures not to allow a further use of the Card;

6) upon the Client's application, gratuitously, not more often than once a month, provide within three bank days in writing form, the information on allocation (principal debt, Remuneration, commission fees, fines, penalties and other amounts subject to payment, specifying overdue payments) of regular incoming funds for repayment of debt by the Agreement/Application (Loan Application);

7) within 3 (three) bank days of the date of receipt of duly processed payment documents enter into the Account the funds received in favor of the Client;

8) upon the Client's application for partial or complete return to the Bank of the funds, provided by the agreement, gratuitously, within three bank days inform the Client on the amount subject to return, specifying allocation to principal debt, Remuneration, commission fees, fines, penalties and other amounts subject to payment, specifying overdue payments;

9) in the event of overdue performance by the Client of his obligations for debt repayment within the terms, established by the Agreement/ the Repayment schedules/Application (Loan Application), to notify the Client on each fact of overdue performance of such obligations and on the need to make payments under the Agreement/the Repayment schedules/Application (Loan Application) within the following terms: beginning from the date, following the due repayment Date under the Agreement/the Repayment schedule/Application (Loan Application), but not later than 30 (thirty) working days from the date of occurrence of overdue performance of obligations. At that the Bank notifies using one of the Communication channels, selected by the Bank, by way of submitting a monthly statement pursuant to the Agreement and/or other ways, not contradicting the RoK legislation;

10) if within fourteen calendar days from the date of conclusion of the Agreement/Application (Loan Application) the Client returns the Loan, the Bank, in such a case, shall not accrue penalties and other types of penalties for the Loan return, excepting Remunerations, accrued from the date of granting the Loan;

11) notify the Borrower (his/her authorized representative):

- prior to the conclusion of the cessation agreement on the possibility to transfer the rights (demands) to the third party, as well as on processing of the Borrower's persona data due to such a cessation, contradicting with the legislation of the Republic of Kazakhstan;

- on the occurred transfer of the right (demand) to the third party in a way, within 30 (thirty) calendar days from the date of conclusion of the cessation agreement with the specification of the purposes of further payment on Debt repayment to the third party (name and location of the person to whom the right (demand) transferred under the Agreement/Framework Agreement/Application (Loan Application)) of the full amount of the right (demand) transferred, as well balances of overdue and current amounts of the Principal Debt, Interest, commissions, forfeiture (fines, penalties) and other due amounts.

At cession of the demand right by the Agreement to the third parties the requirements and restrictions, imposed by the legislation of the Republic of Kazakhstan to the relationship of the creditor with the Borrower under the Agreement/Framework Agreement/Application (Loan Application) shall apply to the person to whom the demand rights were transferred;

12) post at the official Internet Bank website ([www.eubank.kz](http://www.eubank.kz)) and the Bank premises announcements on changes in this Agreement, the Fees and the Rules not later than 15 (fifteen) calendar days prior to their coming into force;

13) In case of write-off from the Client's accounts at other banks (organizations, carrying out separate types of banking transactions) in the territory of the Republic of Kazakhstan and outside the territory of the Republic of Kazakhstan, the Client shall compensate all the expenses of the Bank related to write-off by way of direct debiting from the account.

14) inform the Client about change in the terms of the Agreement/Application (Loan Application), for its improvement, in the manner stipulated by the Agreement.

15) inform the Client about changes and (or) amendments introduced to the Agreement/Application (Loan Application) and the amount of service commission fee, not later than 15 (fifteen) calendar days before the date of bringing into force of them in compliance with the Agreement/Application (Loan Application), by means of mass media or by advertising in the branches and/or posting on the bank's website, or by sending the notifications by post, or to the e-mail specified by the Client, the mobile device, at own discretion;

16) specify in the notification the possibility for the Client, before the date upon which the changes and (or) amendments to the Agreement shall apply, to terminate the Agreement/Application (Loan Application), without payment of additional commission for its termination in compliance with the Agreement/Application (Loan Application);

17) inform the Client about the amount of charged commission fee for servicing the Card or accrual of debt for non-payment of it, and ensure provision to the Client of confirmation of the fact of payment by the Client of the commission fee for servicing his Card in the manner, prescribed by this Agreement;

18) transfer the information on availability, number of the bank account and transactions on the bank account of the Client to the third parties by order and upon the Client's consent, confirmed with the identification means.

19) at overdue fulfillment of the obligation under the Framework Agreement/Agreement/Application (Loan Application) inform the borrower in the manner and within the terms, stipulated by the Framework Agreement/Agreement/Application (Loan Application), but not later than thirty calendar days from the date of occurrence of overdue fulfillment of the obligation on the necessity of making payments under the Agreement/Application (Loan Application) and on the consequences of non-fulfillment by the borrower of their obligations. Upon agreement between the Parties the Framework Agreement/Agreement/Application (Loan Application) stipulate the terms and ways of notification on the date of regular payments under the Framework Agreement/Agreement/Application (Loan Application).

20) review and prepare the written response to borrower's request within the terms, set by the Law of the Republic of Kazakhstan "On the order of review of individual and corporate requests".

187-1. The Bank is prohibited to:

On a unilateral basis change in the terms of the Framework Agreement/Agreement/Application (Loan Application) specified at the date of conclusion of the Credit Line Agreement with the Client, excluding cases of their improvements for the Client.

Improvement of the terms for the Client shall be the following:

- change in decreasing or full cancellation of forfeit (fine, penalty);
- change in decreasing of the interest rate under the Credit Line Agreement;
- change in increasing the Credit Line on the Card (upon the Client's consent obtained by means of communication channels, ways, set by the Bank);
- on a unilateral basis introduce new types of commission fee within the frame of the Credit Line Agreement.
- collect a forfeit or other types of punitive sanctions in case if the date of repayment of the Principal Debt or the Interest is on a holyday or day off, so the payment for the Interest or the Principal Debt shall be on the following business day.

**188. The Client is entitled to:**

1) change the Transaction Limits, by submitting a written application to the Bank/or by telephone contacting the Client Support Service. At that recording of a telephone call, performed by the Bank, shall be a sufficient proof of content of a verbal Demand submitted by the Card Holder. The Bank informs the Client that the purpose of setting the Transactions Limit shall be mitigation of the Client's possible losses in case of illegal Card use. The Client shall bear full responsibility for Transactions, conducted in case of illegal Card use by the third parties;

2) authorize the Bank for suspension of validity of the Card;

3) at the Bank branches and outlets obtain information on the funds availability and balances at the bank Accounts, carry out debit transactions at the bank Accounts with the help of the payment Card, at that confirmation of a transaction shall be the Client's signature on cashier documents. This subparagraph shall not refer to Transaction in cash advance from Accounts, performed with the help of the Card;

4) obtain the verification Codes, by contacting the Bank in person or by making a phone call to the Bank Client Support Service;

5) request the Bank on possibility of changing the Loan limit, by submitting a written application to the Bank;

6) contact the Bank concerning Card Blocking/Unblocking, including, any Additional Card, issued upon the Client's instruction by the Bank, by submitting a written application to the Bank or by calling the Client Support Service (on the condition of the Client complete identification by the Bank operator). The Additional Card Holder can as well contact the Bank with the request for the Additional Card Blocking, by making a phone call to the Client Support Service;

7) terminate the Agreement on the conditions and in the order, as provided in these Standard Terms;

8) the Client can at one's own discretion manage funds at the Account, taking into account requirements set out in

the Terms, receive Account statements (references), close the account with use of the Payment card in compliance with the current legislation, the internal documents of the Bank and the Terms, on the condition of proper fulfillment of the obligations by the Terms.

9) the Client can ask the Bank to stop sending the information on movements in the card/card account by an SMS by filling out an application with the Bank.

**189. The Client shall be obliged to:**

- 1) provide accurate information in the Application/Application for getting a loan/Application offer for opening the account, credit card issuance and servicing/the Agreement/Application (Loan Application);
- 2) sign the Card immediately upon receiving it;
- 3) store the Card as equal to money, cheques and other securities, not allowing transfer of the Card to the third parties (including family members or colleagues);
- 4) take all possible measures to prevent the Card Loss;
- 5) not to allow Illegal Card use by the third parties;
- 6) protect the Card against a high/low temperature, exposure to the electromagnetic field and physical damage;
- 7) immediately by phone notify the Bank on the Card Loss, as well as in case if the PIN-code, the Secret code, the Code word or the Verification code have become known to the third party. At that the Cardholder shall without fail provide requested by the Bank for the Client identification information, such as, but not limited to, his/her name and surname, the code word, other information, provided by the Client in the Application/Application for getting a loan/Application offer for opening the account, credit card issuance and servicing/the Agreement/Application (Loan Application), transactions on the Account. The Bank is entitled not to block (to place into the Stop-List) the Card, if decides that the Client has not been identified. A fact of the Card Loss has to be registered at the Bank in writing within 7 (seven) calendar days following a verbal statement;
- 8) not to exceed the Available limit;
- 9) at carrying out a Transaction, sign a Slip (or enter the PIN-code at the POS-terminal request). Sign a document, upon making certain the amounts and currency are specified in the slip, coincide with factual ones, and in particular cases, produce an ID card. If an amount and/or currency, specified in the document, is different from a factual amount and/or currency, or the slip has not been filled in completely, the Card/Additional Card Holder cannot sign this document;
- 10) keep the Slips during at least 6 months;
- 11) not to make use of the Card upon expiry of its validity term, as well as in case of placing the Card into the STOP-List or upon receiving an instruction from the Bank to stop using the Card;
- 12) at an instruction from the Bank immediately return the Card to the Bank;
- 13) control the use of the Account. Not less frequent than once a month, receive the Account Statement and check it;
- 14) in a timely manner pay specified in the Fees of the Bank commission fees, as well as other payments, caused in connection with the terms of the Agreement/Application (Loan Application);
- 15) in a timely manner – not later than 5 (five) bank days – inform the Bank on change of specified in the Application//Application for getting a loan/Application offer for opening the account, credit card issuance and servicing/the Agreement/Application (Loan Application) information, from the day these changes came into force;
- 16) compensate losses, caused to the Bank by the Client (the Card/Additional Card Holder). The Client shall bear responsibility for all the Transactions, which the Card/Additional Card Holder carried out on the Card;
- 17) pay for the Transactions carried out without Authorization;
- 18) add the Account during the Payment period in the amount required for fulfillment of the Client's obligations to the Bank;
- 19) make payments for the services of the Bank, provided in compliance with these Standard Terms, pursuant to the Fees of the Bank;
- 20) comply with the rules for making payments/money transfers and registering payment documents, performing foreign exchange transactions, established by the legislation of the Republic of Kazakhstan;
- 21) excluded;
- 22) provide for advance of payroll and all other incomes to the Account, in case if the Card and Loan Collateral is the money available at the Account and to be advanced to the Account in future. At that the Security is the money available at the Account and to be advanced to the Account in future, in that amount, in which the money available at the Account and to be advanced to the Account in future is sufficient to meet the requirements of the Bank by the Agreement at the moment they are presented;
- 23) in case if the Card and Loan Security is the money available at the Account and to be advanced to the Account in future, until conclusion and during the validity term of the Agreement, relieve the Collateral from any claims, encumbrances, requirements and any rights of the third parties;

- 24) in case if the Card and Loan Security is the money available at the Account and to be advanced to the Account in future, (payroll and other payments to the Account), in not less than 14 (fourteen) calendar days until advancing to the Account, inform in writing the Bank on the intention to stop advancing the funds to the Account;
  - 25) immediately inform and provide the Bank with any regulation, instruction, formal requirement, permit, notification or any other document related or that could be related to the Client's Collateral to the Bank, and submitted to the Client by any third party;
  - 26) immediately inform the Bank in writing of all legal proceeding where the Client acts as a defendant as well as of all other claims (demands), brought against the Client by the third parties;
  - 27) in case of changes in the personal data specified in the Application/Application for opening the account, credit card issuance and servicing, during 5 (five) bank days from the date of changing the data, notify the Bank of this in writing;
  - 28) not later than in 1 (one) bank day provide to the Bank a written request for receiving by the Card/Additional Card of cash money exceeding KZT500,000 (five hundred thousand) during 24 hours;
  - 29) in case of erroneous transfer to the Account of the money not belonging to the Client, immediately inform the Bank and within 3 (three) bank days return to the Bank the money erroneously credited to the Account;
  - 30) carry out all payments to the tax authorities of the Republic of Kazakhstan on their own;
  - 31) return all the Cards, issued within the framework of the Agreement/Application (Loan Application), to the Bank during 10 (ten) bank days from the date of receiving a written notification on termination of the Agreement/Application (Loan Application);
  - 32) provide information on one's own financial standing at the request of the Bank within 5 bank days from the date of receiving such a request of the Bank;
  - 33) comply with the requirements of the currency legislation of the Republic of Kazakhstan at maintenance of the Account in foreign currency and at carrying out Transactions in foreign currency;
  - 34) inform the Bank about the intention to terminate the Agreement/the Framework Agreement/Application (Loan Application) and not to continue to use the Card in not less than 1 (one) month prior to expiry of the validity term of the Card. If the Client has not fulfilled the above obligation, the Bank shall extend or shall not extend the validity term of the Card (shall issue the Card with a new validity term) at its own discretion, in case of the Card issuance, writes-off a payment for the Card issuance and other related payments. If the Client refuses to receive the Card with an extended validity term, deduced Remunerations shall not be returned, at that the Client shall be obliged to pay for them;
  - 35) not to purchase or use services and products of the Bank for the purposes contradicting the legislation of the Republic of Kazakhstan or the Cards Servicing Areas or the Payment System Rules;
  - 36) not to conduct any actions/Transactions, aimed at legalization of unlawfully/illegally obtained money;
  - 37) not to conduct any actions/Transactions, being or that could be illegal and/or aimed at causing harm, damage, including bringing into disrepute, the Bank/Payment System/other Banks;
  - 38) obtain and use the Card in one's own interests, not by instruction of the third parties with the aim of concealing their identity;
  - 39) if any claims for services provided by the Bank and/or in future to the Client by the third parties occur, not pursue claims to the Bank or Payment System;
  - 40) on one's own learn about the changes and amendments to the Standard Terms, Agreement/Framework Agreement/Application (Loan Application), Rules and Fees of the Bank at the official Bank's Internet website ([www.eubank.kz](http://www.eubank.kz)) or in the Bank premises. If changes are introduced by the Bank into these documents in the order, stipulated by the Standard Terms, the Client shall be entitled to terminate the Agreement/Framework Agreement/Application (Loan Application) without the payment of the additional commission for its termination, if such was established by the Bank and stop using the Card or the Account, and not later than 1 (day) until their coming into force, inform the Bank in writing on one's intention.
190. Additional rights and obligations of the Bank and of the Client are analogous to the relevant rights and obligations of the Parties, established by the Standard Terms; the Parties confirm their obligations by the Standard Terms.
- 190-1. To open an account, the Client is obliged to provide to the Bank the documents and information specified in the United States Law "On Foreign Account Tax", the legislation of the Republic of Kazakhstan and INDs of the Bank, and at request of the Bank to provide the documents and information confirming the legal status (residence/citizenship) of the Client.
- 190-2. In the event of issuance by the Bank of the demand for overdue debt and charged Interest repayment, the Client shall be obliged to fulfill the demands of the Bank within 7 (seven) calendar days from the date of issuance by the Bank of this demand.
191. Restrictions, established by the legislation of the Republic of Kazakhstan, for second-tier banks regarding loan transactions, shall apply to legal relationship between the Parties within the framework of this Agreement Section.

192. The Parties shall abide by the Adhesion Contract.

192-1. By acceding the Agreement the Client shall express his/her irrevocable consent to provision by the Bank of information on him under the Agreement, the Credit line Agreement, including information, constituting bank and other secret protected by the legislation of the Republic of Kazakhstan:

- to state bodies and officials, authorized by the legislation of the Republic of Kazakhstan to obtain such information;
- to third parties carrying out the activities for purchase of overdue Indebtedness, collection agencies and other third parties, in the manner stipulated by the Bank.

## **V. RETAIL LENDING**

### **192-2. The special terms:**

By concluding the Framework Agreement, the Bank shall provide the Borrower with the possibility to repeatedly obtain Loans for various purposes under the Framework Agreement, by way of accepting the Application (Loan Application), signed by the Borrower, for adhesion to the Standard Terms (Adhesion Agreement) and the Framework Agreement under the following main terms:

- 1) the purpose: provision to the Borrower of the loans:
  - for purchase of a vehicle;
  - for consumer purposes;
  - for consumer purposes “by installments”;
  - for re-financing;
  - for provision of the credit limit on the credit and/or payment card.
- 2) the loan amount under the Framework Agreement shall be determined by the Applications (Loan Applications), submitted by the Borrower and accepted by the Bank, the currency loan shall be tenge.
- 3) the terms, interest rate type, the amount of rate of remuneration in per annum interests, the amount of the rate in actual annual effective comparable calculation, repayment method, the order of the Loan debt repayment shall be determined in the Applications (Loan Applications).

192-3. Upon acceptance by the Bank of the Applications (Loan Applications) signed by the Borrower, the Borrower shall obtain the obligations for return of the loans, issued in accordance with the Framework Agreement and the Adhesion Contract:

- for purchase of a vehicle;
- for consumer purposes;
- for consumer purposes “by installments”;
- for re-financing of the available loan;
- for provision of the credit limit on the credit and/or payment card.

192-4. By entering into the framework Agreement the Bank shall not be liable for conditional and unconditional approval of the loan under the Framework Agreement, the Borrower is applying for, by way of submitting the Application (Loan Application)/Application for obtaining the Loan/Application Offer for opening the account, credit card issuance and servicing. At each Borrower’s contact to the Bank, to get the Loan under the Framework Agreement, the Bank shall conduct an analysis of reliability and solvency, by the results of which a decision shall be taken on provision of the regular Loan. Other specific terms of financing shall be determined in the appendices to the Framework Agreement - Applications (Loan Applications, including for obtaining the credit limit) and in the Repayment schedules (if any), being the integral parts of the Framework Agreement. Within separate loans, the Co-Borrower may be attracted, if this is stipulated by the terms of the product.

192-5. The Bank shall be entitled to terminate the Framework Agreement and to reject the Loan provision under the Framework Agreement, due to the reasons:

- 1) stipulated by the Framework Agreement, when the Bank shall get the right not to perform provision of new Loans;
- 2) violation by the Borrower of his/her obligations under the framework Agreement and the Application (Loan Application);
- 3) deterioration of the Borrower’s financial standing, identified by the results of the monitoring, conducted by the Bank in compliance with the requirements of the normative legal act of the authorized body;
- 4) changes in the requirements of the legislation of the Republic of Kazakhstan, affecting due execution by the Bank of the Application (Loan Application).

192-6. The terms and definitions, used in this section of the Standard Terms:



- 1) **The loan currency** – the currency in which the Bank provides the Borrower with a regular Loan. The name of the Loan currency shall be set out in the Framework Agreement/Application (Loan Application). Fulfillment of the obligations under each Loan shall be performed in the Currency of the issued Loan;
- 2) **Remuneration** – the amount of money, the Borrower shall be obliged to pay to the Bank for the Loan use (the loan provision), based on the order of calculation and the amount of the rate, specified in the Application (Loan Application);
- 3) **Security Agreements** – pledge agreements (including money pledge agreements), guarantees and other deals, concluded in security of fulfillment of the Borrower’s obligations both at the date of conclusion of the Application (loan Application), and in the future, within the period of its validity;
- 4) **The Debt** – the amount of Loans, obtained by the Borrower under the relevant Applications (Loan Applications) and unrepaid (unreturned) by the Borrower, as well as other amounts (Remuneration, commissions, stipulated by the Framework Agreement/Application (Loan Application) and the Tariffs of the Bank, forfeiture, etc.), subject to payable to the Bank according to the terms of the Application (Loan Application) at the specific date and unpaid (unrepaid) by the Borrower;
- 5) **The Framework Agreement, Application (Loan Application)** – agreements (deals), concluded by the Parties within the framework and for execution of this Agreement, setting (specifying) the terms of obtaining separate loans within the Agreement (the Loan amount, rates of remuneration, the terms of use (provision), etc.);
- 6) **Loan within the Framework Agreement**– the Bank Loan (the principal debt amount), provided by the Bank to the Client under the conditions of serviceability, maturity, recoverability for purchase of a vehicle, goods, services, for consumer purposes, for consumer purposes “by installments”, for re-financing, for provision of the credit limit under the credit and/or payment card, based on the acceptance by the Bank of the Application (Loan Application) signed by the Borrower, within the amount and term, determined by the Lending Policy of the Bank for such form of lending and the Application (loan Application).

#### **Article 1. Principal Conditions**

193. Within the framework of the Contract and in accordance with the terms of a BLA/Framework Agreement/Application (Loan Application), concluded by the Parties in hard copy according to the Bank’s template, the Bank shall issue to the Client a bank Loan (hereinafter – the Loan) under the terms of its serviceability, maturity, recoverability, security, without a pledge under the BLA/Framework Agreement/Application (Loan Application), but taking into account provisions of the Standard terms/BLA/Framework Agreement/Application (Loan Application), including those related to forfeits and the Bank’s right to demand provision of a security on the Loan.

194. In case of delay of a regular payment on the Loan established according to the Repayment Schedule, transfer of the occurred Debt to the Overdue Indebtedness Accounts shall be performed:

- on a day of the planned repayment of the Debt in accordance with the Loan Schedule serviced in Credilogic system;
- on day next to a day of the planned repayment of the Debt in accordance with the Loan Schedule serviced in Credilogic system except as otherwise provided by the LA/Application (loan application).

195. The Bank shall be entitled, and the Client shall unconditionally agree with it, to withhold any movable property (including money) that are lawfully owned by the Bank as a Security for fulfillment of all the Client’s obligations to the Bank under any civil transactions in accordance with the laws of the Republic of Kazakhstan and this Contract.

195-1. The Client file contains his consent to provision of information on him to the Credit Bureau and provision of by the Credit Bureau to the Bank of the Credit Report on him, as well as information related to fulfillment by the Parties of their obligations.

196. The Bank shall have the right to use the Client’s consent to provision of information about him/her to the Credit Bureau and issuance of a Credit report, and also the consent to receiving the information on paying obligatory pension contributions to pension savings funds issued by uncommercial “Government for citizens” State Corporation JSC unlimited number of times in accordance with the laws of the Republic of Kazakhstan.

197. The Client shall unconditionally agree that the Loan shall be provided only under condition of the high Solvency and reliability of the Client. At that, the solvency and reliability shall be determined by the Bank in accordance with the laws of the Republic of Kazakhstan and the Bank’s IND.

198. Period of the Loan use shall begin from the date of its issue and end on the maturity date of the Loan. The Loan issue date shall be a date, when the money occurs on the credit account of the Borrower. The remuneration shall be accrued by the Bank on the principal debt amount from the day following the Loan issuance date till the Loan repayment date. When calculating the Interest, the Loan issue date and the maturity date shall be taken as one day. At that the year equals to 360 (three hundred and sixty) calendar days, month – 30 (thirty) days, or actual number of days in accordance with the terms of the Bank Loan Agreement/Application (Loan Application).

Counting the period for repayment of the Loan and the period for Interest accrual shall start on the day following the issue date. The Bank shall be entitled to provide a discount for the Interest amount for the period prior to the first repayment, at that the period prior to the first repayment shall be taken for calculation as 30 (thirty) calendar days, with the payment amounts reflected in the Repayment schedule. The Bank shall provide the Loan not later than 3 (three) business days from the date of the execution of the Application (loan application) and / or the signature by the parties of the Repayment schedule (if any), which are integral parts of this Agreement.

199. When repaying the Loan in accordance with the Repayment Schedule, the maturity date shall be the last repayment date determined in the Schedule. In case of the full early repayment, the maturity date shall be the date, when the credit account of the Borrower shows the full debt repayment on the loan, which shall be performed within 3 (three) business days from the date when the whole amount is credited on the current account of the Client.

200. Interest accrual shall be stopped from the day following the day, when the Client has completely fulfilled the obligation to repay the Loan, including early repayment. If the period for any payment, which the Client has to make according to the Repayment Schedule, falls on the day, which is not a business day, such payment may be made before such holiday or on the business day following this day without paying a forfeit and any types of penalties.

201. Repayment order: The amount of payment made by the Borrower under the BLA/Application (Loan Application) if it is insufficient for fulfillment of the obligations of the Borrower under the BLA/Application (Loan Application), shall repay the debt of the Borrower in the following order:

- 1) the Principal debt;
- 2) the Interest debt;
- 3) penalty in the amount determined pursuant to the legislation of the Republic of Kazakhstan;
- 4) the Principal debt amount for the current period of payments;
- 5) the Interest, accrued for the current period of payments;
- 6) commissions of the Bank;
- 7) the amount of expenses incurred to the Bank due to non-fulfillment and/or undue fulfillment by the Borrower of their obligations under the BLA/Application (Loan Application);
- 8) the amount of accrued and overdue fees of the Bank.

Upon expiry of 180 (one hundred and eighty) consecutive calendar days overdue the amount of the payment made by the Borrower under the BLA/Application (Loan Application), if it is insufficient for fulfillment of the obligations of the borrower under the BLA/Application (Loan Application), shall repay the debt of the Borrower in the following order:

- 1) the Principal debt;
- 2) the Interest debt;
- 3) penalty in the amount determined pursuant to the legislation of the Republic of Kazakhstan;
- 4) the Principal debt amount for the current period of payments;
- 5) the Interest, accrued for the current period of payments;
- 6) commissions of the Bank;
- 7) the amount of expenses incurred to the Bank due to non-fulfillment and/or undue fulfillment by the Borrower of their obligations under the BLA/Application (Loan Application);
- 8) the amount of accrued and overdue fees of the Bank.

201-1. The repayment method: in cash and / or non-cash order, by transferring money in favor of the Bank from any bank accounts of the Borrower, or any way, stipulated by the applicable legislation of the Republic of Kazakhstan and free from any bans and restrictions, by placing money into the cashier of the Bank, by crediting money by the Borrower to his bank account or other bank accounts opened with the Bank and in this case the Bank shall debit the specified bank accounts of the Borrower in non-acceptance order for any amount of the occurred Loan and Interest debt, including forfeiture, expenses, costs and other amounts of the debts under the Agreement, to which the Borrower hereby provides his/her unconditional and irrevocable consent, without the right of additional acceptance or refusal from acceptance of payment and other documents.

202. If the Client fails to fulfill his/her obligations under the BLA/Application (Loan Application) (on the unsecured Loan), the Client shall be obliged to:

- (1) provide the Bank with a guarantee of a third party and/or pledge movable and/or immovable property as the Security for fulfillment of the obligations on the Loan and to conclude an appropriate Pledge Agreement with the Bank, addendum to the BLA/Application (Loan Application) or a new BLA/Application (Loan Application);
- (2) ensure the state registration of the Bank's right for the pledge at a registration authority at his/her own expense and provide the Bank with the Pledge Agreement with an appropriate mark of the registration authority; upon the first request of the Bank within 10 (ten) calendar days in accordance with the Bank's internal normative documents.

203. Each Party to the BLA/Framework Agreement/Application (Loan Application) shall be obliged to maintain strict confidentiality of financial, commercial and other information received from the other Party in accordance

with the terms of the BLA/Framework Agreement/Application (Loan Application). Transfer of such information to third parties, publication or disclosure are possible only upon a written consent of the other Party and in cases provided by the Contract, BLA/Framework Agreement/Application (Loan Application) and the laws of the Republic of Kazakhstan. This paragraph shall not apply to cases, when the Bank transfers the confidential information, banking and other secrecy guarded by the laws of the Republic of Kazakhstan to third parties, to which the rights of claim under the LA are assigned. The Client, adhering to the Standard Terms, shall express his/her unconditional agreement with the Bank's right to assign the rights of claim under the BLA/Framework Agreement/Application (Loan Application) to third parties with transferring the confidential information under the BLA/Framework Agreement/Application (Loan Application), banking and other secrecy guarded by the laws of the Republic of the Kazakhstan to any third parties in connection with such assignment, and to third parties in connection with servicing of the BLA/Framework Agreement/Application (Loan Application) by the specified parties.

204. When making payments under the BLA/Application (Loan Application), the Client shall be obliged to specify in the payment documents the registration number of the BLA/Application (Loan Application) or the number of a Card/Repayment Account depending on the system, in which the Loan was issued and a method of repayment, and to keep these payment documents during 90 (ninety) calendar days from the date of complete fulfillment of the obligations under the BLA/Application (Loan Application).

**205. The Bank is prohibited to:**

- Unilaterally change in the amounts and procedure for calculating fees, commission fees and other expenses for the BLA/Application (Loan Application) servicing established on the date of concluding the BLA/Application (Loan Application) with the Borrower towards increasing.
- Unilaterally change in the terms of the BLA/Application (Loan Application) specified on the date of conclusion of the BLA/Application (Loan Application) with the Borrower, excluding cases of their improvement for the Borrower.
- Unilaterally introduce new types of commission fees within the framework of the BLA/Application (Loan Application).
- Limit the choice of Borrower and Pledger in an insurance company and (or) evaluator, and impose the obligation to obtain health and life insurance of the Borrower.
- Charge a forfeit or other types of penalties for early repayment of Loans, except for cases of partial early repayment or full early repayment of the principal debt starting from the 15<sup>th</sup> (fifteenth) calendar day from the BLA/Application (Loan Application) conclusion date and up to the one year period from the date of receiving the Loan and up to the 6 (six) months from the date of receiving the Loan, issued for the period of more than 1 (one) year;
- Charge a forfeit or other types of penalties in case, if the date of repaying the Principal Debt or the Interest falls on a holiday or day off, and repayment of the Interest or the Principal Debt is made on the following business day.

## **Article 2. Additional Conditions**

206. By acceding to the Agreement the Client irrevocably agrees to provision by the Bank of the information on him under the BLA/Framework Agreement/Application (Loan Application), including information, constituting bank and other secret protected by the legislation of the Republic of Kazakhstan:

- to state bodies and officials, authorized by the legislation of the Republic of Kazakhstan to obtain such information;
- to third parties carrying out the activities for purchase of overdue Indebtedness, collection agencies and other third parties, in the manner stipulated by the Bank;
- to contact individuals specified in the loan application.

207. The Client shall confirm that he/she is aware and unconditionally agrees that, if he/she fully or partially repays Indebtedness on the Loan, the Bank shall submit an appropriate notification to the Credit Bureau within the period established by the laws and agreement between the Bank and the Credit Bureau.

208. By acceding the Contract, the Client expresses his/her agreement with the fact that the Bank shall be entitled to provide the information on the Loan and the Client to third parties, including putting the Client's name on the list of unscrupulous debtors with a negative history, if the Client fails to fulfill the obligations under the BLA/Application (Loan Application).

209. Date of the next payment on the overdue Loan and payment of the Interest shall be the date of receiving money on the current account of the Client. The Parties understand that these conditions correspond to the norms of the civil laws regulating the issues of time limits calculation (General part of the Civil Code of the Republic of Kazakhstan).

210. Any dispute, demand or claim related/occurred in connection with conclusion, improper execution of the

BLA/Framework Agreement/Application (Loan Application) by the Parties or its invalidity shall be resolved by the Parties in the order provided by the laws of the Republic of Kazakhstan at a court and /or arbitrage court and by other methods, at the location of the Bank or its Branch – at the discretion of the Bank.

211. All changes and/or amendments to the BLA/Framework Agreement/Application (Loan Application) shall be valid only if they are made in writing and signed by authorized representatives of the Parties.

212. Changes and amendments to the Contract shall be unilaterally made by the Bank but do not have the retroactive effect and shall be applied only to new Clients and legal relations of the Parties of a previously concluded Contract, BLA/Framework Agreement/Application (Loan Application), occurring after making the said changes. Making changes to the Contract/BLA/Framework Agreement/Application (Loan Application) shall not lead to invalidity of the rest of their terms, unless otherwise is clearly provided in relevant changes and amendments to the Contract.

213. At full early repayment, the Client shall pay the Bank the interest for use of the Loan accrued for the actual number of days of the Loan use, calculated from the date of issuing the Loan to the Loan repayment date.

213-1. Repayment of the principal (the amount of the Loan granted) and the payment of the Loan Interest shall be made by the Borrower according to the frequency and amounts specified in the Repayment Schedule, which is an integral part of the Application (loan application). At that, in case of strict compliance by the Borrower with the deadline for the Loan repayment and / or the Interest payment in accordance with the Repayment Schedule, and / or the payment of other payments provided for by the Application (Loan Application) and the Repayment Schedule and non-admission of overdue loan debt, unless changes are made in lending terms at the Borrower's initiative (restructuring, changing the maturity date, changing the interest rate, loan term, method of repayment and other changes at the Borrower's initiative), provided that there is no early partial / full loan repayment for the entire loan period, at availability of appropriate terms for the loan product, the Bank shall be entitled to write off the Borrower's principal debt in the amount of one to ten last payments in accordance with the "Special terms" of the Application (Loan Application), pursuant to the Repayment schedule at the established Bank tariffs, while the Borrower's obligations under the Loan shall be deemed terminated.

214. By signing the BLA/Framework Agreement/Application (Loan Application), the Client agrees that the Bank can contact the Client (including in regard of issues of repayment of the Indebtedness) in written/verbal form, by telephone or other communication means, including GSM technologies and e-mail, and to inform about conducted marketing research or certain products, services of the Bank and new Lending programs (including those regarding payment Cards) through its employees and third parties - the Bank's partners. At that, it is not allowed to hand over notifications and make reminders (telephone calls), related to servicing of the BLA/Framework Agreement/Application (Loan Application), to the Client, and a pledger, guarantor, warrantor and other entity that is a party to a Loan Security Agreement from 09.00 p.m. to 09.00 a.m. local time.

215. In case of the Client's death, the Bank shall be entitled to demand payment of the Indebtedness by the Client's heirs within the cost of the property obtained by these heirs under the inheritance procedure.

216. The Bank shall be entitled, at its own option, to sell any Collateral and/or make claims on the guarantee provided in the form of Collateral under this Agreement/ BLA/Framework Agreement/Application (Loan Application), and/or exercise any rights granted to the Bank in relation to the Collateral, if the Borrower/pledger/guarantor fails to fulfil or improperly fulfils any obligation under the BLA/Framework Agreement/Application (Loan Application), Collateral Agreements in accordance with the laws of the Republic of Kazakhstan.

217. The Borrower shall hereby express his/her unconditional consent to the Repayment Schedule, which has been drawn up by the Bank and provided to the Client for signing, and to the Repayment Schedules, which will be provided by the Bank in future in case of early partial repayment of the Loan or for other reasons (changing of the rate, periods etc.).

218. The Parties shall submit notifications and letters of advice to each other regarding the Contract/BLA/Framework Agreement/Application (Loan Application) at the addresses specified in the Application for obtaining the Loan/Application Offer for opening the account, credit card issuance and servicing/BLA/Framework Agreement/Application (Loan Application). Notifications and letters of advice shall be considered as properly made and received by the addressee, if they are sent by registered, courier mail at the recipient's address specified in Application for obtaining the Loan/Application Offer for opening the account, credit card issuance and servicing/BLA/Framework Agreement/Application (Loan Application) or handed over personally. In case of changing of the address and failure to notify the other Party in this regard, notifications and letters of advice sent at the known address shall be considered as properly delivered. A sufficient confirmation of the fact of sending the notification shall be a slip received by the sender from the postal service (organization). The sender shall not bear the risk of loss and/or stealing of notifications or letters of advice after receiving the slip, unless the sender's carelessness or a mistake is proved. The sender shall not bear responsibility for speed of correspondence delivery by the postal service. At that, the correspondence shall be considered as delivered to the addressee after 3 (three) calendar days from the date of its sending, if there is no confirmation of its delivery at an earlier date. In case of

delivering the correspondence/information by a registered letter or by wire, such correspondence /information shall be considered as received at the date of handing it over to the addressee.

219. The Bank shall have the right to assign its rights and obligations under the BLA/Framework Agreement/Application (Loan Application) to third parties in accordance with the applicable laws of the Republic of Kazakhstan. The Borrower shall not be entitled to assign his/her rights and obligations under the BLA/Framework Agreement/Application (Loan Application) to third parties without a written consent of the Bank.

219-1. If there is a condition/data regarding life, health, property insurance and/or property rights of the Borrower, the Parties shall unconditionally agree with the following specific terms hereof:

1) In case of including the amounts of insurance premiums in the Loan amount taking into account transfer of money by the Bank in favor of insurance companies directly, with which the Borrower irrevocably agrees, the Borrower shall be obliged to pay (repay) the Bank the amount of the money transferred to the insurance companies in the event of early termination of the BLA/Application (Loan Application) (repayment of the Loan) for any reasons;

2) In case of early termination of the BLA/Application (Loan Application) (repayment of the Loan) for any reasons, return of the insurance premium amount to the Borrower shall be made in accordance with the terms of insurance contracts / insurance policies;

3) In case of overpayment on the Loan, the Bank shall return the excessively paid amount according to the Borrower's details specified in the Application/Application for obtaining the Loan.

219-2. If the Borrower violates the repayment terms under the BLA/Application (Loan Application), the Bank shall be entitled to block money on all bank accounts of the Borrower opened with the Bank; and/or collect the debt amount, including the amount which is not overdue, by direct debiting of all Borrower's Accounts opened with the Bank and/or by means of payment requests and payment orders, not requiring the acceptance, issued to the Borrower's Accounts opened with the other banks or other financial organizations (institutions). After debiting the debt amount, if the repaid amount is equal to the debt balance under the BLA/Framework Agreement/Application (Loan Application), the BLA/Application (Loan Application) is automatically terminated due to early performance by the Borrower of the obligations under the BLA/Framework Agreement/Application (Loan Application).

In case of partial repayment of debt under BLA/Application (Loan Application), the Repayment Schedule is amended; the Bank notifies the Borrower about this by all possible means. The Borrower unconditionally and irrevocably agrees with the procedure of money collection from bank accounts as specified in this paragraph of Standard Terms, and is liable to sign an amended Repayment Schedule at the first written or verbal request of the Bank; in this case if the Bank sends a Repayment Schedule by a registered mail addressed to the Borrower using the details specified in BLA/ Framework Agreement/Application (Loan Application), the Borrower shall return the signed copy of the Bank within 5 (five) business days from the date of sending of the said Repayment Schedule by the Bank. Should the Borrower fail to perform this demand, the further debt repayment will be automatically accounted by the Bank based on the new Repayment Schedule and the further debt repayment of the debt balance shall be provided by the Borrower based on the said Repayment Schedule, which is hereby unconditionally and irrevocably agreed by the Client acceding to the Standard Terms.

219-3. In the event of provision of the Loan to the Borrower who is a related person to the Bank, the Loan shall be provided not earlier than the date of provision of the Security, pursuant to the terms of the relevant Security Agreement for the amount sufficient to secure the Loan provided, considering the regulations of the internal normative documents of the Bank.

219-4. The Parties shall recognize a fax copy/facsimile of the signature of the Bank's authorized person and of the stamp as valid in the documents, submitted by the Bank to the Client, including the Framework Agreement/Application (Loan Application)/the Bank Loan Agreement/the Pledge Agreement/Addendums to agreements and other documents. The Client shall have no objections based on this to the Bank in the future

### **Article 3. Rights of the Parties**

**220. The Bank shall be entitled to:**

1) refuse to grant the Loan to the Borrower:

- if there are circumstances obviously testifying that the amount provided to the Borrower will not be returned in time;

- if the Borrower's financial state is deteriorating;

- if there are changes in requirements of the laws of the Republic of Kazakhstan influencing the proper fulfillment of the BLA/Framework Agreement/Application (Loan Application) by the Bank.

2) unilaterally suspend issuing of new Loans within the framework of the concluded BLA(s)/Framework Agreements in cases:

- provided by the BLA/Framework Agreement, when the Bank has the right not to issue new Loans;  
- violation of the Borrower's obligations to the Bank under the BLA/Framework Agreement;  
- deterioration of the Borrower's financial standing revealed by the results of monitoring conducted by the Bank according to the requirements of a regulatory legal act of an authorized body;  
3) check the Borrower's financial standing, the proper use of the Loan, collaterals under the BLA/Application (Loan Application) at any time; to refuse to grant a Loan to the Borrower after signing the Agreement/BLA/Application (Loan Application):

- if there are circumstances obviously testifying that the amount granted to the Borrower will not be repaid in time;
- if the Bank becomes aware of deterioration of the Borrower's financial standing;
- if the Collateral's condition is deteriorating, at decrease of its liquidity and/or its estimated value;
- if the Borrower does not follow the terms and conditions of the Agreement, does not fulfil (improperly fulfills) the obligations under this Contract, including those related to the Collateral.

4) request the Borrower to provide documents necessary for a Credit File, and to request the Borrower to provide any documentation and information, which the Bank deems necessary, at any time during the whole term of the Contract/BLA/Framework Agreement/Application (Loan Application).

5) the term on the pledger's right under the mortgage housing loan, who is an individual, provide within twenty-five calendar days from the date of receipt or sending by the registered mail of the notification on non-fulfillment of the obligations the written refusal from performing sale of the mortgage in an extra-judicial manner, registered with the body where the mortgage agreement was registered.

6) request the Borrower to early fulfill the obligations under the BLA/Framework Agreement/Application (Loan Application) and to repay the outstanding principal, Interests and other Debts under the BLA/Application (Loan Application) in case, if the Borrower violates the periods for repayment of a next part of the Loan and/or payment of the Interest under the Loan payable to the Bank by the period exceeding forty calendar days.

The Bank shall not be entitled to request a repayment of the Interest for the mortgage housing loans, including a forfeit (penalties, fines) accrued at the end of one hundred and eighty consecutive calendar days of a delay of fulfillment of the obligations on repayment of any payments for the amounts of the Principal Debt and (or) the interest under the BLA/Framework Agreement/Application (Loan Application).

7) withdraw commission fees, payable to the Bank under the BLA/Framework Agreement/Application (Loan Application), and insurance premiums from an amount of transfer when transferring money to provide their subsequent transfer to an insurance company in case, if the total Loan amount includes the commission fees and insurance premiums.

8) notify the Borrower by telephone (by the numbers specified in the Application for the Loan) regarding every case of overdue Indebtedness.

9) unilaterally change the Contract, BLA/Framework Agreement/Application (Loan Application) terms towards their improvement for the Borrower in cases specified by current legislation of the Republic of Kazakhstan and indicated in the Contract, BLA/Framework Agreement/Application (Loan Application), at its own discretion. In this case, conclusion of a supplementary agreement is not required. The Borrower's notification on such changes shall be performed by means of one of the communication channels at the discretion of the Bank. By signing the BLA/Framework Agreement/Application (Loan Application), the Borrower agrees to that that improvements of the bank loan terms in particular shall be:

1) change to decreasing or full cancellation of commission fees and other payment for provision of services, related to bank loan servicing;

2) change to decreasing or full cancellation of forfeiture (fine, penalty);

3) delay and (or) installment of payments under the BLA/Framework Agreement/Application (Loan Application);

4) decrease of the Interest rate;

5) provision of delay of the payment on the Debt repayment;

6) capitalization of interest on the Loan and/or the Debt;

7) provision of the Grace/Promotion period;

8) change of the order of loan transaction repayment to improvement for the Borrower;

9) change of the date of end of the Calculation period by transferring to later dates;

10) change of the amount of the Minimal or Recommended payment under one or several Loans provided;

Change of the Contract, BLA/Framework Agreement/Application (Loan Application) for improvement for the Client shall be applied to the relationship between the Bank and the Borrower, including in the case if due to reasons, independent of the Bank, the Borrower shall not get a notification on such changes;

9-1) unilaterally terminate the agreement (a) in cases and according to procedure specified in the existing laws of the Republic of Kazakhstan.

10) In the event when the Borrower (the Borrower's employer/Kazpost JSC/other Bank partners under the

Agreements concluded with them) credits an amount of money that exceeds the monthly payment amount, the Bank shall have the right to account this difference for future payments of the Borrower or to account it for repayment of the overdue Indebtedness (if any).

11) to execute a payment order by way of direct debiting from the bank accounts of the Borrower opened in the Bank, other banks and companies, providing certain financial services both within and outside the Republic of Kazakhstan, without the Borrower's additional consent, for the amount of the Debt, occurred in the result of non-fulfillment/improper fulfillment by the Borrower of the terms of this Agreement/BLA/Application (Loan Application). At that collection of the Client's loan debt under the BLA/Application (Loan Application) by way of presenting a payment demand shall be restricted within the limits of fifty per cent from the amount of the funds available on his bank account, and (or) from each amount of money subsequently credited to the bank account of the Client, and shall be performed without waiting for crediting to the bank account of the entire amount, required for complete execution of the payment demand. This restriction shall not apply to the funds available on the savings account of the Client.

11-1) to converse money if the Bank executed payment request by way direct debiting from the Borrower's accounts on account of repayment of his Debt, occurred in the result of non-fulfillment/undue fulfillment by the Borrower of the terms hereof, in a currency other than the Loan currency. The Borrower hereby agrees to conversion of such amounts at the purchase rate of the Loan currency, established by the Bank as of a date of transaction and direct debiting without additional acceptance (consent) of the Borrower, commissions for conversion, from any bank accounts of the Borrower, opened with the Bank, in other banks and organizations, conducting certain types of banking operations both in the territory of the Republic of Kazakhstan and outside it;

11-2) in case of repayment of overdue debt on the Loan at the expenses of funds, obtained by direct debiting of bank accounts of the Borrower, opened with the Bank, other banks and companies, providing certain financial services, to forward amounts, received in the process of execution of a payment request and exceeding the overdue debt amount on the Loan, to partially/fully repay the debt under the Agreement/BLA/Application (Loan Application), to which the Borrower unconditionally and irrevocably agrees. At that the Bank shall be entitled to sustain its demand to the Borrower in the amount, which it has by the date of actual sustainment, including the Loan amount, the accrued Interest, forfeiture (fines, penalty), compensation of losses caused by the delay in execution, the required costs on the Security maintenance, costs on the Debt recovery, sale of the Security and other costs, losses, caused by non-fulfillment and/or improper fulfillment by the Borrower of the obligations under this Agreement/Application (Loan Application);

12) to unilaterally change the commission fees and Tariffs not related to the Loan servicing. The Borrower shall be deemed duly informed by the Bank on the changes in the Tariffs of the Bank in case of placement of new Tariffs of the Bank in operating areas of the Bank, by means of the communication channels and/or at the Bank website.

13) The Bank shall be entitled to unilaterally repudiate the execution of this Contract (to refuse to conduct a transaction) if the Bank has any reasons to believe that a transaction with money and (or) other property of the Client is related to legalization (laundering) of illegal earnings and (or) terrorism financing, recognized in compliance with the Law of the Republic of Kazakhstan "On Anti-Money Laundering and Counter-Terrorism Financing". At that the Bank shall be entitled to unilaterally terminate the Agreement, preliminarily notifying the Client within not less than one month prior to the date of termination of the Agreement.

14) pursuant to the norms of the legislation of the Republic of Kazakhstan on banks and banking activity, the parties to the Bank Loan Agreement/Application (Loan Application) unconditionally have agreed that upon expiry of the validity term of the fixed interest rate, set by the Bank Loan Agreement/Application (Loan Application), the interest rate on the Loan may be altered for increase, at that the annual effective interest rate shall not exceed the limit amount of 56% (fifty-six per cent) per annum established by the current legislation of the Republic of Kazakhstan. The Bank shall be entitled to initiate the increase in the interest rate on the Loan upon expiry of each fixed period, equal to 3 (three) years within the entire validity term of the Bank Loan Agreement/Application (Loan Application), taking into account compliance of the Bank with the obligation on not exceeding the limit amount of annual effective interest rate on the Loan.

The fixed interest rate shall not be subject to unilateral termination, except for cases of changing it for decrease or temporal changing for decrease by the Bank, performed in the manner, prescribed by the legislation of the Republic of Kazakhstan on banks and banking activity.

Temporal change of the interest rate for decrease means a decrease by the bank of the interest rate for a definite period, upon expiry of which the interest rate is set in the amount, not exceeding the amount of the interest rate, effective before the temporal change;

15) perform temporary distance blocking of work / turn-off of an engine of a purchased vehicle in case of occurrence of overdue debt on the loan for over 2 (two) calendar days (upon availability of the term according to the product terms);

16) at any conduct inspection of a financial standing of the Borrower, intended Loan use, Security (Securities)

under the Agreement, Bank Loan Agreement/Application (Loan Application).

**221. The Borrower shall be entitled to:**

- 1) repay the Loan/Indebtedness on the Loan (partially or in full) at any time with paying the Interest for the actual number of days of using the Loan taking into account the provisions (exceptions regarding forfeits, holidays/weekend days and other) hereof.
- 2) repay the Loan with payment of the Interest accrued by the Bank from the Loan issue date within 14 (fourteen) calendar days from the BLA/Application (Loan Application) conclusion date and at the end of 6 (six) months from the date of receiving the Loan issued for the period of more than 1 (one) year, at the end of 1 (one) year from the date of receiving the Loan issued for the period of more than 1 (one) year; at that, the Bank shall not charge a forfeit and penalties for returning the Loan.
- 3) receive written information on distribution (on the principal debt, Interest, commission fees, forfeits, penalties and other amounts due) of money incoming for repayment of the debt under the BLA/Application (Loan Application) free of charge, upon a request, within three business days and not more frequently than once a month.
- 4) receive written information on the amount repayable broken down by the principal debt, Interest, commission fees, forfeits, penalties and other payable amounts specifying overdue payments, free of charge, within 3 (three) business days, upon an application for partial or full early repayment of money provided by the Bank under the BLA/Application (Loan Application).
- 5) make a written request to the Bank when there are disputable situations in regard of received services and receive a reply within the periods provided by the laws of the Republic of Kazakhstan.
- 6) provide an employer with a written application entitling the employer to withhold the amount of monthly payments from salary in accordance with the Repayment Schedule on the salary accrual / payment day for repayment of the Indebtedness to the Bank under the BLA/Application (Loan Application), and transfer these amounts to the Bank account on behalf of the Borrower.
- 7) receive information on the BLA/Application (Loan Application) verbally or in writing, provided that the Client gives the Bank identification information, numbers of the BLA/Application (Loan Application) and the memorable word specified in the Loan Application.
- 8) If the date of principal debt and (or) Interest repayment falls on weekend or a holiday, make a payment of the principal debt and (or) interest on the day following it without payment of forfeits and other types of punitive sanctions.
- 9) address a banking ombudsman (an independent in its activities individual who settles disputes occurred due to the Mortgage Loan Agreement between the Bank and the Borrower—individual upon his/her request in order to reach an agreement regarding satisfaction of the rights and interest of the Borrower and the Bank protected by the law) in case, if there are any disputes by the Agreement.
- 10) within thirty calendar days from the date of occurrence of overdue fulfillment of the obligation visit the Bank and provide a written application, containing the information on the reasons of occurrence of overdue fulfillment of the obligations under BLA/Application (Loan Application), incomes and other certified circumstances (facts), which condition his/her application for making changes into the terms of the BLA/Application (Loan Application), including relating to:
  - change towards reduction of the interest rate on the Loan;
  - change of the currency of the principal debt balance on the Loan, issued in foreign currency, for national currency;
  - overdue payment on the principal debt and (or) interest;
  - change in the method of payment or in the order of the debt repayment, including the principal debt repayment in the priority order;
  - change in the term of validity of the BLA/Application (Loan Application);
  - forgiving the overdue principal debt and (or) interest, cancelling the forfeit (penalty, fine).
- 11) within 14 (fourteen) calendar days from receipt of the notification on changing the Agreement/BLA/Application (Loan Application) terms for better for the Borrower to refuse from the bettering terms offered by the Bank. At that, the Borrower shall notify the Bank on this in a writing form within fourteen days from the date of receipt of the notification by the Bank.

#### **Article 4. Obligations of the Parties**

**222. The Bank shall be obliged to:**

- 1) In cases specified by the BLA/Framework Agreement/Application (Loan Application), accept the Loan, withholding the Interest accrued from the date of the Loan issue, without withholding a forfeit or other types of



penalties for the repayment within 14 (fourteen) calendar days from the BLA/Application (Loan Application) conclusion date, and upon the expiry of 6 (six) months from the date of receiving the Loan issued for the period of 1 (one) year, and at the end of 1 (one) year from the date of receiving the Loan issued for the period of more than 1 (one) year;

2) provide written information on distribution (on the principal debt, Interest, commission fees, forfeits, penalties and other payable amounts) of money incoming for repayment of the debt under the BLA/Application (Loan Application), as well as amount paid to the Bank and credit limit (if applicable) free of charge, at the Borrower's request, within three business days and not more frequently than one time a month.

3) inform the Borrower in regard of the repayable amount broken down by the principal debt, Interest, commission fees, forfeits and other amounts payable specifying overdue payments, free of charge, upon the Borrower's application for partial or full early repayment of money to the Bank provided under the BLA/Application (Loan Application) within three business days.

4) in case of a delay of fulfillment of the obligations by the Borrower on the repayment of the Indebtedness in the periods specified by the Repayment Schedule, which is an integral part of the BLA/Application (Loan Application), the Bank shall notify the Borrower on each fact of a delay of fulfillment of such obligations and necessity to make payments under the BLA/Application (Loan Application), according to the methods specified by the BLA/Application (Loan Application)/these Standard Terms, in the following periods: starting from the date next to due Date of the repayment under the Schedule, but not later than 30 (thirty) business days from the date of a delay of fulfillment of the obligations, finishing on actual Date of the repayment of overdue Indebtedness. At that, the notification is made by the Bank in one of the following ways: by submitting a post-courier and/or facsimile notification and/or electronic message and/or by the telephone numbers specified in the Loan Application and/or in the form of SMS messages and/or by any means that are not forbidden by the laws of the Republic of Kazakhstan.

5) Review and prepare a written reply to a written request of the Borrower within the period provided by the legislative acts of the Republic of Kazakhstan.

6) In case of assigning the rights (of claim) under the BLA/Framework Agreement/Application (Loan Application) to third parties, the Bank shall be obliged to notify the Borrower (its lawful representative) in this regard within three business days in writing specifying the full list of assigned rights of claim, the balance of the current and overdue Indebtedness broken down by the principal debt, Interest, commission fees, forfeits and other amounts payable, and details of further payments for repayment of the Loan to the Bank or to the party, to which the rights of claim have been assigned.

7) In case, if the Borrower does not have any current and overdue Indebtedness under the BLA/Application (Loan Application) at the moment of the last payment on the Loan, the Bank shall be obliged to return the Borrower an overpaid amount on the basis of a written application of the Borrower. The return shall be made by transferring the money to the Borrower's account. At that, the Bank shall be entitled to withhold banking expenses from the amount subject to return.

8) notify the Borrower on change in the terms of the Agreement, the BLA/Framework Agreement/Application (Loan Application) for their improvement. Concerning changes in the Agreement, the BLA/Framework Agreement/Application (Loan Application), the Bank notifies preliminary the Borrower no less than 14 (fourteen) calendar days before the date of introduction of such changes into effect, by means of mass media or by advertising in the branches and / or posting on the Bank's websites, or by sending the notifications to e-mail, at own discretion.

9) Within fifteen calendar days from the date of receipt of the Borrower's written application, stipulated by Article 36 of the Law of the Republic of Kazakhstan "On Banks and Banking Activity", review the offered changes to the terms of the BLA/Application (Loan Application) and inform in writing the Borrower on:

- consent to the offered changes to the BLA/Application (Loan Application);
- their offers on changes to the terms of the BLA/Application (Loan Application);
- refusal in changes to the terms of the agreement with specification of motivated justifications of such a refusal;

10) At conclusion of the agreement, containing the terms of transfer of the Bank's right (demand) under the BLA/Application (Loan Application) to the third party (hereinafter – agreement on the cession of the rights of demand), inform the Borrower (or his/her authorized representative):

- prior to the conclusion of the agreement on the cession of the right of claim on the possibility to transfer the rights (claims) to the third party, as well as on processing of the Borrower's personal data related to this cession in a way, stipulated in the BLA/Application (Loan Application), or not contradicting the legislation of the Republic of Kazakhstan;

- on the occurred transfer of the right (demand) to the third party, stipulated by the BLA/Application (Loan Application), or not contradicting the legislation of the Republic of Kazakhstan, within thirty calendar days from the date of conclusion of the agreement on cession of the claim right with the specification of purpose of further

payments to repay the bank loan to the third party (the name and location of the person, to whom the right (claim) transferred of the BLA/Application (Loan Application), the full amounts of the rights (claims) transferred, as well as balances of overdue and current amounts of the principal debt, interest, fees, forfeit (penalty, fine) and other amounts due.

**223. The Borrower shall be obliged to:**

- 1) strictly observe the terms of the Loan: maturity, recoverability and serviceability.
- 2) provide full support to the Bank in regard of conducting checks of the Borrower's financial standing.
- 3) provide documents necessary to form a Credit File and any other documentation and information, which is considered necessary by the Bank, upon the first Bank's request at any time during the whole term of the Agreement/BLA/Framework Agreement/Application (Loan Application).
- 4) repay the Loan and pay the accrued Interest on it, and any other payments to the full extent, in the types, within the periods, in the order and amounts provided by this Agreement/BLA/Application (Loan Application).
- 5) at issuance by the Bank of the demand in cases, set by the legislation of the Republic of Kazakhstan and the Agreement/BLA/Application (Loan Application), for early repayment of the Loan and the accrued Interest, according to the terms of the Agreement/ BLA/Application (Loan Application), the demand for payment of expenses related signature and execution of the BLA/Application (Loan application) and/or incurred by the Bank in the result of non-fulfillment and/or improper fulfillment by the borrower of any of its obligations under the Agreement/BLA/Application (Loan Application), as well as other expenses, set by the Agreement/BLA/Application (Loan Application), to fulfill the demand of the Bank within 7 (seven) calendar days from the date of receipt of this written Bank demand.
- 6) Within 7 (seven) calendar days inform in writing the Bank about changing a place of residence, including other data specified in the Loan Application and/or termination of an employment contract with an employer, and/or the Borrower's lack of funds to make the next repayment under the BLA/Application (Loan Application), and/or involvement of the Borrower in any legal proceedings, and/or arrest or enforced collection of the Borrower's property (or regarding any real threat of this happening); in regard of possible occurrence of a risk for fulfillment of the obligations under the BLA/Application (Loan Application). Also, the Borrower shall timely notify the Bank on all circumstances that may affect timely fulfillment of the Borrower's obligations to the Bank in case, if third parties make a requirement to the Borrower regarding fulfillment of the obligations to them in the amount of 50 (fifty) or more per cent of the Indebtedness amount under the BLA/Application (Loan Application).
- 7) pay a forfeit (penalty, fine) to the Bank in case of non-fulfillment and/or improper fulfillment by the Borrower of the obligations under the BLA/Application (Loan Application).
- 7-1) excluded.
- 8) notify the Bank about opening of accounts with the other banks, and about presence and amount of any Loan Indebtedness within 7 (seven) calendar days.
- 9) fulfill the obligations under the Contract/ BLA/Application (Loan Application) as a matter of priority in respect of any other obligations of the Borrower to any third parties.
- 10) excluded.
- 11) sign the Repayment Schedule that is provided by the Bank and acceptable to the Borrower, according to which, the Borrower shall repay the Loan and pay the Interest on it, at the time of receiving the Loan and in other cases.
- 12) incur liabilities on its obligations with all its property (including money, movable and immovable property, property rights, rights (of claim), securities, and any other property owned by the Borrower), on which the Bank may enforce recovery in accordance with the applicable laws of the Republic of Kazakhstan. Payment of a forfeit and reimbursement of losses in case of non-fulfillment or improper fulfillment of the obligations shall not relieve the Borrower from fulfillment of the Contract/ BLA/Application (Loan Application). The Bank shall not be obliged to prove infliction of losses under a request to pay the forfeit.
- 13) The Borrower shall cover all costs related to signing and fulfillment of the Contract/ BLA/Application (Loan Application), payment of the Bank's commission fees, and expenses, costs, losses incurred by the Bank as a result of non-fulfillment and/or improper fulfillment of any obligations under the Contract/ BLA/Application (Loan Application) by the Borrower. The Bank shall make appropriate requirements for payment upon incurrence of these costs, expenses and losses; and the Borrower shall agree to reimburse them within the periods set be the Bank.
- 14) provide Collateral in accordance with the terms of the Contract/ BLA/Application (Loan Application) (if any) and fulfill all other obligations under the said terms upon the first Bank request; and obtain a default risk insurance in respect of repayment of the Loan for the whole term of the BLA/Application (Loan Application); and register the Bank as the Beneficiary in the event of the insured risk.
- 15) provide the Bank with collateral in the order and within the period set hereby; use the Loan only in accordance with its lending purpose and fully support the Bank in checking of the intended use of the Loan, actual state of the Collateral, and financial standing of the Borrower. The Borrower shall insure the Collateral in accordance with the

requirements of the laws and this Contract upon the first request of the Bank.

16) replace the Collateral in case of its loss (theft, wreckage, lawful expropriation and other cases) upon the Bank's request, and provide the Bank with additional Collateral acceptable for the Bank in case of wear and tear, deterioration, depreciation and other cases provided hereby and the Collateral Agreement.

17) excluded.

18) the Borrower shall hereby guarantee that it has all rights and full legal capacity to sign the Contract/BLA/Framework Agreement/Application (Loan Application) and other related documents. The Borrower shall confirm that it, being a legal person, is aware of all the terms of the Contract, LA and other legal documents; that the Borrower understands the provisions of the Contract/BLA/Framework Agreement/Application (Loan Application) and other related documents, and that it is not misguided in respect of the documents' terms. The Borrower shall admit that it fully understands the meaning of its actions, agrees with the terms of the Contract/BLA/Framework Agreement/Application (Loan Application) and other documents, and accepts their terms to the full extent. The Borrower shall also confirm that the Contract/BLA/Framework Agreement/Application (Loan Application) are concluded / will be concluded not under the influence of fraud, violence, threat, and not due to exceptional circumstances under the extremely unfavorable conditions for the Borrower.

19) the Borrower shall not disclose the key word to any third parties. In case of disclosure of the Borrower's key word, whether through the fault of the latter or not, the Borrower shall be obliged to report this fact to the Bank within twenty four hours in order to replace the key word with a new one. At that, the Bank shall not be liable for negative consequences caused by disclosure of this key word.

20) personally pay any commission fees and charges for monthly payments under the BLA/Application (Loan Application), if these payments are made through outlets of the other banks or through Kazpost JSC.

21) continue to make monthly payments to the Bank independently from any legal sources in case of termination of an employment agreement with an employer or non-receipt of salary for any reason.

22) In cases that are beyond the control of the Parties, if an employer of the Borrower delays salary payment and/or Kazpost JSC / partner bank fails to transfer the monthly payment amount to the Bank for more than 5 (five) business days, the Borrower shall be obliged to repay the Indebtedness personally without forcing the Bank to apply sanctions for the occurred delay provided by the Contract/BLA/Application (Loan Application).

23) The Borrower hereby confirms his unconditional consent to the change of the interest rate according to the terms of the BLA/Application (Loan Application), as well as to that the Bank shall be entitled to demand from the Borrower return of all the Debt amounts on the principal debt and the Interest rate and/or foreclose on the Pledge object, in case of non-payment to the Bank of the amounts of the Interest rate at a new interest rate.

24) not conclude Loan Agreements, Pledge agreements, rental agreements and other agreements related to property, pledged as Security on the Loan, BLA/Application(Loan Application) with third parties, not issue guarantees (warranties), not create encumbrance on one's property, current and subsequent revenues, without getting a prior consent of the Bank, not impede the Bank form foreclosing by it on the Security, performed in accordance with the norms of the legislation of the Republic of Kazakhstan.

25) the Borrower hereby guarantees that the property, provided as Security on the Loan under the BLA/Application (Loan Application), is not pledged, except for the pledge of the Bank, not arrested and not encumbered in other ways, and that as of the date of conclusion of the BLA/Application (Loan Application) and Security Agreements, there are no legal claims on part of the third parties.

## **SECTION VI. SMARTBANK REMOTE BANKING SERVICE SYSTEM**

### **1. General Provisions**

224. This Contract shall determine the procedure for the Client's accession to the Contract and the conditions and procedures for the provision of electronic banking services to the Client in the SMARTBANK RBS system (hereinafter – the RBS system).

225. The basis for providing electronic banking services in the RBS system to the Client, subject to accession to the Contract in accordance with this Section, shall be authentication of the Client by its username, password and dynamic identification thereof using one-time password for operations within the RBS system.

226. Provision of electronic banking services, including banking services in the RBS system, shall be provided via the Internet.

227. Electronic documents used in the Client - Bank relationship, which were successfully authorized by the Client in the RBS system, shall be deemed equal to the corresponding documents in hard copy and shall give rise to similar rights and obligations of the Parties hereunder (save for documents and agreements which shall be provided in hard copy in accordance with the laws of the Republic of Kazakhstan).

228. The Client who acceded to the Contract and the Bank shall accept the terms and obligations provided for in the Contract.

229. The Client shall be acceded to the Contract by signing an Application upon registration in the RBS system at the Bank outlet. In case of remote sign-up for the RBS system, accession to the Contract shall be made as follows:

- at the time of registration in the RBS system by activating it using one-time password;
- at the time of registration through ATM using identification by payment card with PIN entry;
- **at automatic registration by signing the Bank applications with the consent to connection to the RB System.**

230. The Bank applies such technology in the RBS system that ensures the security and confidentiality of information transmitted through electronic communication channels.

231. The Client shall take responsibility and obligations for all operations in the RBS system carried out on his/her behalf; the Bank shall not be liable for the operations carried out by third parties in the system on behalf of the Client, using the disclosed details thereto to access the Account and authorizing the payment or transfer of money.

232. The Client shall be liable for any loss or damage caused to the Bank by the Client or a third party which have obtained / had an access to the Client's Account due to a fault or negligence of the latter.

232-1. The Client shall be liable for any delayed notification of the Bank regarding changes in its details, including identity documents information, as well as for carrying out operations in the RBS system using inaccurate data.

233. All operations carried out on behalf of the Client shall be deemed made by the Client.

234. The Client hereby unconditionally agrees that a computer and other hardware, usernames, passwords and other means of identification shall be considered to be in possession and use of the Client, who carries the risk and liability in respect of operations performed on the Client's Account before it is blocked by the Bank at the Client's request (including when there is a suspicion of unauthorized access by third parties to the RBS system, Client's Account).

## **2. Terms and Definitions**

1) **Activation** is a procedure for confirmation of the Client's registration and access to the RBS system applied only for registration via the RBS website;

2) **Activation password** is a one-time password consisting of numeric characters sent to the Client via an SMS-message on a cell phone to confirm the registration and get access to the RBS system;

3) **RBS** is a Remote Banking Services system;

4) **Available balance** is the amount of money on Client's Accounts held with the Bank, including available balance of its Credit Limit, in accordance with an agreement between the Client and the Bank, as well as the Overdraft;

5) **Application** is the Bank's official paper form which must be completed by the Client (Application for RBS system registration) containing an unconditional offer (proposal) of the Client to enter into the Contract for subsequent use by the Client of the SMARTBANK system;

6) **Identification** is a procedure verifying and confirming authenticity of a password and its correspondence with the username registered in RBS system and assigned to the Client;

7) **Username** is an account name registered in symbols with the SMARTBANK RBS system;

8) **Transaction** is any operation (transaction) that must be recorded on the Client's Accounts, including debit card transactions (non-cash payment, cash withdrawals, etc.), cash or cashless deposits to Accounts;

9) **Password** is a sequence of characters disclosed only to the Client which is linked to the username assigned thereto and used for authentication thereof in the RBS system;

10) **One-time password** is a session password – a dynamic identification system password received by the Client in an SMS message to its cell phone or in a sealed PIN envelope. It is used for additional authentication of the Client and verification of its Operations;

11) **PIN-envelope** is a sealed envelope with a non-personalized password and one-time passwords;

12) **Service provider** is a legal entity / organization that provides a variety of services to the people in favor of which the payments are made;

13) **Account** is a bank account opened by the Client with the Bank based on a bank account agreement, maintained within the RBS system, entered into in accordance with the laws of the Republic of Kazakhstan;

14) **Bank fees** is the amount of the Interest paid by the Client to the Bank/as a result of the provision of banking products/services;

15) **Electronic banking services** are the banking services provided remotely by the Bank to the Client via telecommunication lines, satellite or other means of communication;

16) **Electronic document** is a Client's/Bank's order to carry out an operation in the RBS system, made and sent to the Bank/Client by electronic means provided for in the Contract.

## **3. The Terms of provision of banking services in the RBS System**

235. To carry out operations within the RBS system via the Internet the Client must have:

- a personal computer or other electronic device connected to the Internet;
- Internet browser (Internet Explorer 5.0 or higher, Mozilla Firefox 1.5 and higher, Opera 9.0 and higher).

236. The Client shall become familiar with the RBS System Terms of Use specified in the necessary reference materials placed on the RBS System website.

237. The Client may carry out banking operations using the RBS system based on the relevant list. The applicable list of services provided in the RBS system to the Client and the applicable Bank fees are posted on the official Bank Internet website [www.eubank.kz](http://www.eubank.kz) and the RBS system website.

238. The RBS System is available 24/7 for the Client. Payments and intra-bank transfers (without conversion) can be carried out 24/7. Conversion, interbank and international transfers can be carried out during business hours of the Bank.

239. The RBS System Internet address is [www.smartbank.kz](http://www.smartbank.kz).

240. The Client may register and obtain access to the RBS System through:

- the Bank outlet;
- the RBS system website;
- an ATM.

241. The Client may register and obtain access to the RBS system by visiting any outlet of the Bank. An authorized officer of the Bank after receiving a signed Application of the Client shall register him/her in the RBS system, and provide a username and password for signing in the RBS System.

Password for signing in the RBS System, based on the Client's Application, is provided by an SMS-message sent to the mobile telephone number specified in the Application or through an ATM of the Bank. When registering at the outlet/branch of the Bank, the Client specifies one of the ways to receive one-time passwords for authorization of operations in the RBS System:

- in the form of SMS-messages;
- a set of one-time passwords consisting of 20 one-time passwords which is printed at an ATM of the Bank as a receipt.

**242. Online registration and grant of access through the RBS System site are available only for Clients holding basic payment cards issued by the Bank, and is performed by the Client remotely, on the RBS system website. The Client irrevocably agrees that he/she shall be automatically acceded to these Standard Terms by signing up for the RBS System on the website.**

243. The Client shall go through the registration process step by step in the "Registration" section specifying the information:

- card number (first 6 digits and last 4 digits);
- individual identification number (IIN) of the Client;
- memorable word (memorable word is specified by the Client in the Application for the Card issue).

Registration shall be confirmed by the Activation password in the registration form. The Activation password shall be provided to the Client by an SMS-message to the mobile telephone number of the Client specified in the Application for Card issue.

Login and password for signing in the RBS System shall be provided to the Client by an SMS-message to the mobile telephone number of the Client specified in the Application for Card issue.

In case of registration through the RBS System site, one-time passwords receiving tool is set automatically via an SMS-message.

244. Registration and grant of access via an ATM of the Bank is available only for Clients holding basic payment cards issued by the Bank.

245. Registration and grant of access via an ATM of the Bank is made by the Client remotely via ATM:

- a Client goes up to ATM, inserts a card into ATM and confirms by entering a PIN;
- selects Sign up for SMARTBANK from the ATM menu, accepts the terms of this Contract by clicking on "I agree";
- as a registration confirmation ATM prints out a receipt with username and password.

246. If you register via ATM, One-time passwords receiving tool is set automatically via SMS message. Additional tool for authorization of operations in the RBS System is a set of one-time passwords, consisting of 20 one-time passwords, which is printed out by an ATM as a receipt.

#### **4. The RBS System Transactions Procedure**

247. Transactions on the Accounts via the RBS system shall be made within the balance on the bank Accounts of the Client and the amount of the Credit Limit or permitted overdraft limit, if any, including the amount of commission on this Transaction in accordance with the Bank Fees.

248. In order to carry out a transaction in the RBS System the Client shall:

- select a relevant type of service (from the RBS System list);
- enter required parameters depending on the type of a selected Transaction;
- confirm the Transaction by entering One-time password;
- send an Electronic document to the Bank for its further processing;

249. The RBS System automatically checks the authenticity of One-time passwords and validity of the document data. A document authenticated by the RBS system shall have an 'accepted' status.

250. Documents with 'accepted' status are automatically transmitted by the RBS System to the banking systems, which are further assigned 'in the progress' status.

251. Electronic documents are processed in accordance with the internal regulations of the Bank.

252. The Bank confirms provision of E-banking services to the Client in the RBS system by marking Electronic documents as sent or received based on which the services shall be deemed provided to the Client. The Bank shall provide a confirmation of sending or receiving Electronic documents upon request of the Client.

253. Status of Electronic documents is automatically displayed in the RBS System with the result of their execution (describing the reason in case of failure).

254. Excluded.

255. Electronic documents received from the Client are processed automatically.

## **5. Rights and Obligations of the Parties**

256. **The Bank shall:**

1) at the time of registration, provide the Client with Username and Password to sign in the RBS system.

2) provide the Client with One-time passwords set through an ATM of the Bank to carry out operations in the RBS system in case if the Client selects this method of receiving One-time passwords at the time of registration at the Bank's outlet.

3) activate One-time passwords SMS sending service to carry out Transactions in the RBS system in case of remote registration through the website or ATM of the Bank, or if the Client chooses to receive One-time passwords at the time of registration at the Bank's outlet.

4) as to receiving SMS messages containing One-time passwords, the Client understands that the One-time passwords are transmitted over an insecure channel, a safe use of One-time passwords is provided by generating One-time passwords by the Client in a current session, the limited validity time thereof, the possibility of using a One-time password only for a current session and a current electronic document of the Client.

5) register the Client as a user of the RBS System within 1 (one) banking day.

6) notify the Client about the ongoing technical works performed by the Bank which may interrupt the access and impede the use of the RBS System.

7) process Electronic documents of the Client subject to the Client's compliance with this Contract and other agreements entered into between the Bank and the Client, as well as the laws of the Republic of Kazakhstan.

8) record the Electronic documents in e-log for data and documents of the Client.

9) inform of changes in the Bank Fees no later than 14 calendar days before such changes by placing relevant information on the website of the Bank and of the RBS system.

10) keep the Electronic documents within 3 (three) years.

11) notify the Client about stopping the receipt of and processing of Electronic documents in case of the Bank's suspicion of an unauthorized access to the Client's Account.

257. **The Bank shall be entitled:**

1) to temporarily or permanently suspend access to the RBS System and / or block the provision of banking services via the RBS System without notice to the Client if:

- the Bank believes that this measure is required to ensure the safety of the system;
- the Client violates/is expected to violate the laws of the Republic of Kazakhstan or the terms hereof.

2) not to accept Electronic documents from the Client damaged due to interference in the communication channels.

3) to stop receiving and processing Electronic documents in case of the Bank's suspicion of an unauthorized access to the Client's account until all the circumstances related to such an unauthorized access are clarified.

4) to ask the Client to provide additional information and documents concerning the ongoing operation to verify compliance with the laws of the Republic of Kazakhstan.

5) to set limits on Client's Transactions carried out in the RBS System.

6) to unilaterally repudiate the execution of this Contract (to refuse to conduct a transaction) if the Bank has any reasons to believe that a transaction with money and (or) other property of the Client is related to legalization (laundering) of illegal earnings and (or) terrorism financing, recognized in compliance with the Law of the Republic

of Kazakhstan “On Anti-Money Laundering and Counter-Terrorism Financing”. At that, the Bank shall be entitled to unilaterally terminate the Agreement, preliminarily notifying the Client within not less than one month prior to the date of termination of the Agreement.

**258. The Client shall:**

- 1) keep the Username and Password in a secure place protected from access of unauthorized persons.
- 2) Excluded.
- 3) bear responsibility for the confidentiality of information transmitted over the RBS System.
- 3) immediately, by any means available, notify the Bank about the threat of unauthorized access to the RBS System in the following cases:
  - RBS System password compromise or suspected compromise;
  - loss of One-time passwords or suspicion of compromise.
- 5) pay all the amounts due to the Bank in accordance with this Contract and the Bank Fees.
- 6) in case of changing cell phone number, immediately notify the Bank in writing by visiting any outlet or via ATM subject to identification by payment card with a PIN entry;
- 7) use (disclose) a password and other identifiers (Username, One-time password, etc.) only for the system address specified in this Section hereof.

**259. The Client shall be entitled:**

- 1) to change a Password for signing in the RBS System to improve the system security, to contact the Bank to get a new One-time password for signing in the RBS System. The password shall be provided by an SMS message to the mobile telephone number specified in the Application.
- 2) to change a Password on demand of the RBS System.
- 3) to request the Bank to provide certified copies of Electronic documents required for the Client which were submitted to the Bank through the system.
- 4) to change method of receiving One-time passwords for authorization of transactions in the RBS System.

**6. Responsibilities of the Parties**

260. Parties shall be responsible for the disclosure of information relating to this Contract to any third parties except in cases where such information shall be disclosed in accordance with the applicable laws of the Republic of Kazakhstan.

261. The Bank shall not be liable for the correctness of Electronic documents created by the Client and failures or malfunctions of the Internet and communication lines disabling the transmission thereof to the Bank.

262. The Bank shall not be liable for unauthorized access to the Client Accounts in the event of any breach of provisions hereof.

263. As to receipt of SMS messages containing One-time passwords, the Client agrees that such passwords are transmitted over an insecure channel, a safe use thereof is provided by generating by the Client of the One-time password in a current session, the possibility of using One-time passwords only for a current session and a current electronic document of the Client.

264. The Bank shall not be liable for non-performance or improper performance of obligations to the Client due to any actions or omissions of service providers, making it impossible to fulfill the obligations under this Section hereof.

**SECTION VI-I. USSD-BANKING SERVICE**

**1. Terms and Definitions**

264-1. The USSD-banking service is provision to registered users of the SMARTBANK system with the possibility of remote banking by sending USSD-requests from a mobile phone.

**2. General Provisions**

264-2. The ground for providing the Client with the USSD-banking service on the condition of acceding to the Contract pursuant to this clause shall be the Client’s order submitted by dialing the set combination on the mobile phone to the Bank for obtaining information.

264-3. The Bank shall decide the terms of access to the USSD-banking service and to the range and amount of transactions and services, the Client can obtain with USSD-banking.

264-4. When the Client begins using USSD-banking, he will be deemed to have accepted these terms of the Contract.

264-5. The Bank uses technologies that provide for the security and confidentiality of information obtained through the USSD-banking.

264-6. The Client agrees that any mobile he uses for USSD-banking will be deemed to be in his/her possession and used by him/her, and that he is responsible for information sent or obtained through the USSD-banking service.

### **3. The Terms of Provision of the Service**

264-7. The Client can obtain USSD-banking service for free by dialing \*979# on his mobile (the making a call function).

264-8. The information the Client can obtain by USSD-banking service includes the state of his bank accounts (card, current and deposits), debt balance and detailed information on Client's loans and the Bank's exchange rates for the day. Dialing \*979# gives the Client access to the menu (only for K-cell, Beeline and Tele 2 mobile communication subscribers).

264-9. To protect against unauthorized access to information, provided to USSD-banking the Client should not let another person use his/her mobile. If the Client loses a mobile phone that he has been obtaining USSD-banking service with, he/she should immediately ask Eurasian Bank's Card Holders Client Support to block USSD-banking service use on that mobile phone.

The Client can also unblock USSD-banking service by calling the Card Holders Client Support.

264-10. The Client can use USSD-banking service 24 hours a day (every day, without interruptions, excepting the time when preventive, regulated and repair works are performed) at his/her mobile phone where this service was activated.

264-11. Eurasian Bank will post a notification ahead of time on its website about the days and hours when it plans to perform maintenance on the USSD-banking system.

### **4. Rights and Obligations of the Parties**

264-12. The Bank is entitled to:

1) modify at any time and at its discretion, the range and amount of transactions, services and features in the USSD banking service menu, under procedures established by contract. It is also entitled to modify the order, the nature and means of services delivered by USSD. And it is entitled to modify terms governing the USSD banking service and the payment procedure for individual transactions. The modifications can include changes and amendments to the contract.

2) keep information on all transactions the client performs.

3) block the client's access to USSD service without notification when:

– the client violates terms of the contract. The block can be lifted if the violations cease.

– there is evidence someone besides the client is using the USSD service - until the circumstances are clarified.

– the USSD service delivery system has malfunctioned - until it has been fixed.

4) change technical characteristics and properties of software and hardware used to deliver the USSD service.

This can include suspension of the service for up to 72 hours.

264-13. The Bank shall be obliged to:

1) provide USSD service at a level of good quality and on time, according to the contract.

2) maintain confidentiality of the client's personal information when the client uses USSD except when a transaction requires some of the information to be disclosed, or when the information must be provided to authorities under Kazakhstan law.

3) notify the client of changes to the terms of USSD service not later than the day after the Bank approves the changes.

#### **264-14. The client is entitled to:**

1) obtain information on his accounts through the USSD banking service.

2) to conduct transactions on services offered in the USSD banking service.

#### **264-15. The client is obliged to:**

1) read and fulfill the requirements of the contract.

2) comply with USSD service safety requirements, including blocking of access to a mobile device by way of setting a PIN-password or by way bio-metric meters it is supplied with;

3) inform the Bank of changes in the personal information that is required for using the USSD- banking service.

4) contact Eurasian Bank's Card Holders Client Support section immediately when the mobile phone the client is using for USSD service is lost – so the section can block the mobile number.

5) be careful to insure that he is selecting the correct USSD menu options and entering the correct information when conducting a transaction.

6) periodically check at a Bank outlet or on the Bank website, [www.eubank.kz](http://www.eubank.kz), for possible changes or amendments to this section, and, if there are modifications, to become familiar with them.

### **5. Responsibilities of the Parties**

264-16. The Bank bears no responsibility for problems arising from the use of the USSD-banking service in situations beyond its control, including disruptions in mobile company service.



264-17. The Bank shall be relieved of responsibility when the USSD-banking service fails due to a force-majeure situation such as a malfunction in a computer network, in an electrical-power system or in an electrical connection. It will also be relieved of responsibility when third parties obtain access to the USSD-banking service with an intent to engage in illegal activities.

264-18. The Bank shall be relieved of responsibility when client information is compromised because of deliberate or careless actions of the client. Also, the Bank shall not be liable for damages when malicious software has been put on a client's mobile to obtain confidential information about the client or his accounts through the USSD service.

264-19. The Client shall be liable for all losses and other consequences stemming from the use of USSD-banking service when he fails to abide by requirements to protect the integrity and confidentiality of the information involved.

264-20. The Client shall be liable for losses and other consequences stemming from the loss or theft of a mobile phone or SIM-card, or stemming from letting someone else use the mobile phone or SIM-card.

## **SECTION VII. OTHER RIGHTS AND LIABILITIES OF THE PARTIES WITHIN THE FRAMEWORK OF THE STANDARD TERMS**

### **Article 1. Rights and Liabilities of the Bank**

#### **265. The Bank is entitled to:**

1) unilaterally change the Standard Terms to improve them for the Client; the Bank should inform the Client on introduction of such amendments and, if the Client does not agree with the amendments, he/she should notify the Bank of this in writing. Concerning the retail lending the Client may refuse from the improving terms proposed by the Bank, at that, the Client should inform the Bank within 14 (fourteen) calendar days from the date of receiving the notification from the Bank. The Client has a right to terminate the Agreement, if this does not contravene the law and on the condition that the Client has fulfilled all the obligations to the Bank;

2) refuse to conduct transactions on the Client's Account in cases, provided for by these Standard Terms and the law of the Republic of Kazakhstan;

3) refuse in acceptance of the Client's order at absence on the Client's Account of the amount of funds sufficient for execution of this order, in closing the Client's Account, at availability of non-executed demands to the Client's Account;

4) demand from the Client to provide documents required for building the Credit File/File, as well as request from the Client any documentation and information considered necessary by the Bank at any time and throughout the period of validity of the Agreement;

5) protect confidentiality of the information and sustain bank secrecy on transactions performed on the Client's Account, in accordance with the law of the Republic of Kazakhstan, except as provided in these Standard Terms;

6) at availability of the funds on the Client's Account, to perform direct debiting for debt repayment, taking into account the Client's consent to this, expressed at the moment of acceding to these Standard Terms;

7) charge from the Client the Fee for using the Loans/Credit, payments, commission fees, penalties, as well as other payments provided for in the Application, the Standard Terms and/or Fees; at any moment demand from the Client to repay the accrued Debt/Overdue Debt, by issuing an Invoice/demand to the Client;

8) for quality assurance control to record telephone conversations with the Client at his/her contacting the Payment Cardholders Support Service or other subdivisions of the Bank, and also use record for confirmation of such a contact;

9) inform the Client at the telephone numbers, specified in the Application, of each case of debt/overdue debt occurrence;

10) exercise all other rights, determined by the Agreement and other documents within the framework of the Standard Terms, as well as by the law of the Republic of Kazakhstan.

11) transfer the Debt for pre-trial recovery and settlement to the collection agency; assign the right (claim) under the Agreement to persons stipulated by the legislation of the Republic of Kazakhstan, if the Borrower admits delay in the performance of obligations under the Bank Loan Agreement / Credit Limit Provision Agreement.

266. The Bank can unilaterally declare cancellation of all or any obligations by the Bank Loan Agreement/Framework Agreement/Application (Loan Application) (hereinafter individually and collectively referred to as "the Loan Agreement") and/or demand early repayment of all the amount of the Client's Debts, in case one of the following circumstances occur:

1) non-performance by the Client for any reason of the conditions of the Loan Agreement on the date of payment in the currency and in the way provided for in the Loan Agreement;

2) if the Client or the related party (Co-borrower, Pledger, Guarantor, Additional Cardholder and others) violates or does not follow the requirements of the applicable legislative norms or any of the Loan Agreement conditions or documents associated with it, including all the Agreements;

- 3) if the Bank has reasons to consider any of the applications or guarantees, provided by the Client or the related party in accordance with these Standard Conditions, the Loan Agreement or any data, provided in the documents and/or within the information regarding the Agreement, to be unreliable, inaccurate or void;
- 4) complete or partial loss of the Client's capacity;
- 5) involvement of the Client or the related party into judicial proceedings, the amount of claim of which, in the Bank's opinion, constitutes or may constitute a threat to completeness and timeliness of execution of the financial obligations of the Client by the Loan Agreement;
- 6) if any Debt of the Client or the related party is not repaid in time or if there is a need to demand early repayment of the Debt;
- 7) if all or a considerable part of the property of the Client or the related party loses in value, is damaged, lost, confiscated or, in the Bank's opinion, there is a threat of such a situation;
- 8) in case any of the situations occurred:
  - a) the Client's exit from the Republic of Kazakhstan for permanent residence in another country,
  - б) change of the Client's marital status,
  - в) dispersal of any conjugal property, being in the Client's ownership;
  - г) all or part of the property is under the Client's control,
  - д) if the Client's property or his Accounts are under arrest (or there is a real threat of arrest), and during the nearest 30 (thirty) calendar days no release from attachment is expected,
  - е) all or considerable part of the Client's property is to the full extent bought, seized, expropriated or nationalized by the state or any other third party;
- 9) the Client cannot exercise his rights and perform obligations by the Loan Agreement, regardless of the reason;
- 10) at any time execution by the Client of any or all obligations by the Loan Agreement becomes illegal or ceases being legal, valid, obligatory for execution and being capable for execution;
- 11) the Client or the related party does not follow the decisions of the competent court, regarding payments of the relevant amounts;
- 12) the Bank assumes that there is a real threat regarding completeness and timeliness of execution by the Client of his obligations by the Loan Agreement;
- 13) the Client does not perform the obligations by other Agreements, concluded before or after signature of this Agreement, including all the Loan agreements;
- 14) at termination of labor relations between the Client and his employer prior to the expiration of the period for which the Loan/Credit Line/overdraft is provided;
- 15) at termination of relations associated with provision to the Client of the services, comprising a main/considerable contribution of the Bank into the Client's incomes.

267. If any Violation takes place, the Bank has a right without additional consent of the Client, notifying the Client of this 1 (one) business day in advance, take (at one's own discretion, in legal or extrajudicial manner) any actions necessary and sufficient for protection of the interests of the Bank, and to obtain all the Debt amount to be paid by the Client, provided that this right of the Bank is specified in the BLA/Application (Loan Application) terms.

268. The Bank has a right to charge any and all expenses, incurred due to occurrence of the violation, to the Client's account.

269. The Loan Agreement shall terminate in the order and on the conditions provided for by the Loan Agreement and/or applicable legislative norms.

**270. The Bank shall:**

- 1) inform the Client on overdue performance of the obligations and the necessity of making payments and fulfillment of other obligations by the Agreement;
- 2) review and prepare written reply to the Client's written claim within the terms established by Law of the Republic of Kazakhstan "On Procedure of Consideration of Individual and Legal Entities Claims";
- 3) provide the Client with the Account statements, for a fee, established in the Fees, during 3 (three) banking days following the day of receipt of a written request;
- 4) perform all other, assumed liabilities, in compliance with the agreement and other documents, as well as the legislation of the Republic of Kazakhstan.

## **Chapter 2. Rights and Liabilities of the Client**

**271. The Client can:**

- 1) appeal the bank in writing at occurrence of disputable situations related to services provision and get a reply within the terms established by Law of the Republic of Kazakhstan of January, 12, 2007 "On Procedure of Consideration of Individual and Legal Entities Claims";
- 2) at one's own discretion manage the money at the Account, get the Account statements, close the account in compliance with law of the Republic of Kazakhstan, INDs of the Bank and the Agreement;

3) exercise all other rights, established by the agreement and other documents within the framework of the standard Terms, as well as the legislation of the Republic of Kazakhstan.

**272. The Client shall:**

- 1) provide true information in the application, agreements and other documents;
- 2) control use of the Account and not less than once a month get an Account Statement and check it;
- 3) timely pay the commission fees specified in the Fees of the Bank, and other payments arising from the conditions of the Agreement, in time;
- 4) in time – not less than 5 (five) banking days – inform the Bank of changes of the information specified in the Application and other documents, as from the day these changes enter into force;
- 5) compensate for losses, inflicted to the Bank;
- 6) observe the rules for effecting payments/money transfers and processing of payment documents, currency transactions conducting, established by the legislation of the Republic of Kazakhstan;
- 7) accept payment requests and payment orders, requiring the Client's acceptance, presented to the Client's Account by the third parties, or reasonably refuse in accepting them not later than 3 (three) banking days following receipt by the Client of the order and return them to the Bank;
- 8) immediately inform and provide the Bank with any direction, order, formal requirement, permit, notice or any other document which relates or can relate to the Collateral and is handed in by any third party;
- 9) immediately notify the Bank in writing of all court proceedings where the Client defends a suit, as well as of all claims (demands) filed to the Client by the third parties;
- 10) in case of erroneous crediting to the Account of the money not belonging to the Client, immediately inform the Bank and within 3 (three) banking days return to the Bank the money erroneously credited to the Account;
- 11) independently effect all the settlements with the tax bodies of the Republic of Kazakhstan;
- 12) provide information on one's own financial standing upon the request of the Bank within 5 (five) banking days following the date of receipt of such request of the Bank;
- 13) independently get acquainted with the changes in the Standard Terms, Agreement and the Bank's Fees at the official Internet web-site ([www.eubank.kz](http://www.eubank.kz)) or in the premises of the Bank. In case of changes introduced in these documents by the Bank, the Client should not later than 1 (one) day prior to coming into force of these changes, notify the Bank in writing of his wish to terminate the Agreement, and should stop using Cards or the Account or sign an addendum;
- 14) in case of write-off of money from the Client's accounts in other banks (organizations conducting certain bank transactions) in the territory of the Republic of Kazakhstan and overseas, the Client compensates for all the losses of the Bank, related to write-off by way of direct debiting;
- 15) render comprehensive assistance to the Bank in the conducted Client's financial standing checks;
- 16) on first demand of the Bank provide documents required for building the credit file, as well as any other any documentation and information considered necessary by the Bank at any time and throughout the period of validity of the Agreement;
- 17) during 7 (seven) calendar days notify the Bank on opening bank accounts at other Banks, as well as on availability and amount of any Loan Debt;
- 18) to perform obligations under the Agreement prior to all other Client's obligations to the third parties;
- 19) be liable to the full extent of his property (including money, movable and immovable property, property rights, rights (demands), securities, as well as any other property, owned by the Client), on which collection could be forwarded at, in accordance with the current legislation of the Republic of Kazakhstan. Payment of a penalty and reimbursement of damages in case of non-fulfillment or improper fulfillment of obligations shall not release the Client of performance of the Agreement and its integral parts. At the request for payment of a penalty the Bank shall not be obliged to prove infliction of damages to it;
- 20) perform all other, assumed liabilities, in compliance with the agreement and other documents, as well as the legislation of the republic of Kazakhstan.

## **SECTION VIII. THE FINAL PROVISIONS**

273. The Party acceded to the Contract can require termination of the Contract on the grounds provided in p.2 of Art. 389 of the Civil Code of the Republic of Kazakhstan. Termination of this Agreement is performed by way of submitting by the Acceded Party of the Application in the form prescribed by the Bank. The Contract shall have been terminated only after the Parties performed full settlements.

274. Changes to the Contract shall be introduced by the Bank by way of placement at the web-site or other mass media, as well as at the information stands in the client service areas, outlets, of the new text of the Agreement or of Changes to the Standard Terms.

275. The Client accepts new conditions of the Agreement in all parts; attraction of new banking products is

performed on the general grounds, in the order, according to the procedure established by these Standard Terms, by the Application Offer/Framework Agreement/Application (Loan Application).

276. The mutual relationship of the Bank and the Client, who have earlier concluded with the Bank contracts on products/services, shall be maintained by the previously concluded contracts. At attraction by such Clients of new products, they shall be acceded to the Standard Terms, placed at the website, in the general order.

277. Changes to the Contract shall be unilaterally introduced by the Bank only concerning those products/services, for which there are no restrictions established by the laws of the Republic of Kazakhstan.

278. The Client and any other acceded Party are obliged to read the Changes to the Standard Terms; being unaware of the new changes to the Contract shall not relieve the Client or other acceded Party from obligations and responsibility for execution of the Contract. With that, the Bank shall make all endeavors to notify the acceded Party of the changes, new products and services, by all ways (Means of Communication) established by the laws of the Republic of Kazakhstan and the Contract.

279. Notwithstanding other provisions of these Standard Terms, the Bank can provide the Client with the following documents (hereinafter – “the Information”) by means of electronic communication, SMS-texts and/or by fax (above and hereinafter jointly named as “the Means of Communication”):

- Statements of the Client’s Accounts at the Bank;
- documents, references, notifications, confirmations of the Bank concerning the Client, containing the data on any Accounts and /or transactions performed by the Client at the Bank;
- other information forwarded by the Bank to the Client, in accordance with the provisions of these Standard Terms.

280. In case of provision by the Bank to the Client of the information by way of the Means of Communication, the Client shall recognize means of electronic and facsimile information transmittance, established in the order and on the conditions established by these Standard Terms sufficient for performance by the Bank of the obligations on provision to the Client of the Information according to the Application-Offers/ banking services provision agreements and these Standard Terms.

281. The Client agrees to that the Information obtained by him/her via the Means of Communication shall be in legal terms equal to obtaining the relevant documents in paper form, certified by the signatures of the authorized representatives of the Bank and affixed with the seal of the Bank.

282. Hereby the Client confirms that he is fully aware that providing the Information by the Means of Communication shall not guarantee safe obtaining Information by the Client and that there exists a risk of access of the third parties to the Information. Hereby the Client takes all and any risk related to use of such forms of providing the Information, including, but not limited to, possibility of failure of or late obtaining Information, probability of unauthorized access of the third parties, including fraudulent actions, illegal or inappropriate use of Information by authorized persons of the Client or by the third parties, irrespective of whether they normally received Information on behalf of the Client using computer equipment, a cellular (mobile) phone or a fax machine being at the Client’s home/office or any other place.

283. The Client agrees to that the Bank bears no responsibility for any failures in the process of submitting information, faults in computer, facsimile or other equipment, used for submitting, obtaining and/or confirmation of obtaining the Information.

284. The Client also agrees to that the Bank bears no responsibility for any losses, which can be incurred to the Client as a result of performance and/or unduly performance of the obligations by the Bank under these terms and Standard Terms unless not proved that such losses were the result of gross negligence or intended non-performance of the obligations by the Bank hereunder.

284-1. The Client hereby gives its consent to recover the amounts of the debt: the amount of the Loan, the Accrued Remuneration, the amount of debt due to non-performance and / or improper performance of the Client's obligations to the Bank, costs and damages, as well as the penalties accrued, by direct debiting (unconditional) by the Bank of any client’s bank accounts opened with the Bank in other banks and organizations engaged in certain types of banking operations, including by presenting payment requests, both in the territory of Kazakhstan and abroad, except for money, received by the Client in the form of benefits and social aid, paid from the state budget and (or) the Social Insurance State Fund, housing payments, prescribed by the Law of the Republic of Kazakhstan “On housing relations”, money, credited under a notary’s deposit terms, and money on bank accounts under the educational saving deposit agreement, concluded in compliance with the Law of the Republic of Kazakhstan “On state educational saving system”;

285. At providing Information by the Bank by e-mail and/or fax, the Client unconditionally relieves the Bank of any claims and demands which may occur due to providing information by the Bank to the Client by Means of communication.

286. The Client guarantees payment for the services of the Bank, as well as compensation for all expenses of the

Bank related to its execution of orders/instructions of the Client in currency of execution of the Client, in amounts and on the conditions provided for by the Tariffs of the Bank, unless otherwise agreed between the Bank and the Client in writing. The Tariffs of the Bank may be unilaterally changed by the Bank within the limits of the laws of the republic of Kazakhstan.

287. The Bank can charge payment (commission fee) for its services by means of direct write-off of funds from the Account of the Client in an amount of a commission fee, without his prior consent. In case of lack of funds at the Account in currency of these commission fees subject to write-off, the Bank can convert a required commission fee amount from the Account in another currency and cover the commission fee amount. Conversion is performed at the official exchange rate established by the Bank as of the write-off date.

288. If the amount being at the Account is not sufficient for payment for the services of the Bank, the Bank, at its own discretion, has right for reimbursement of the Client's debt in compliance with the laws of the Republic of Kazakhstan.

289. The Bank has right to include confirmation for write-off of the commission fee into the Account Statement and to provide additional written reports, on the condition that this information cannot be obtained from documents related to the relevant service of the Bank.

290. The Bank charges commission fee for servicing of the Account/Current Account for Card Transactions at the beginning of each calendar month or on the date of opening the Account/Current Account for Card Transactions.

291. Hereby the Parties agree that in the event of:

- Termination of the Agreement, the commission for servicing of the Account/Current Account for Card Transactions, paid to the Client, shall not be refunded;
- Absence of Transactions on the Account at the initiative of the Client during the period provided for by the INDs of the Bank, the Bank has right to transfer servicing of the Account to another Tariff without additional notification of the Client.

292. Changing or extension of the period of validity of agreements concluded within the framework of the Adhesion Contract shall be formalized by addendum of the Parties signed by authorized representatives of the Parties, excepting the cases expressly provided for hereunder. Changes and/or amendments, introduced on later dates, shall prevail.

292. The Bank shall be entitled to transfer or assign any rights or obligation arising out of this Agreement, without receiving prior written approval or consent of the Client, excepting cases expressly provided for hereunder. The Client cannot transfer or assign any rights or obligations arising out of the Agreement, without receiving prior written approval or consent of the Bank.

293. If any one or several provisions of these Standard Terms/agreements for banking services provision become invalid or, in any relation, illegal, this shall by no means affect the validity, legality or possibility of execution of the remaining provisions provided for in these documents, but at that it is accepted that in such cases the Parties the Parties agree to make all efforts to replace an invalid provision with a new one, having legal force.

294. If the Client does not agree to the amendments to the Standard Terms, he should inform the Bank on this in writing. The Client shall be entitled to terminate the Agreement for banking services provision if this is not contrary to the legislation and on the condition that the Client performs all his obligations to the Bank.

295. Any legal expenses incurred to the Bank in case of its involvement into judicial proceedings between the client and the third parties shall be referred to the Client's expense. The Bank produces to the Client the payment specifying an amount of expenses. The Client immediately upon receiving the Receipt should pay it. Besides, any other expenses incurred to the Bank, not specified in the Tariffs of the Bank, but which can arise as a result of relationship between the Bank and the Client, shall also be referred to the Client's expense. The Bank produces to the Client the payment specifying in detail all expenses incurred to the Bank. The Client immediately upon receiving the payment is required to pay it.

296. All documents, referred to the Standard Terms/BLA/Framework Agreement/Application (Loan Application), other agreements within the framework of Adhesion Contract, shall be drawn in state and Russian languages. In case of discrepancies, the variant in Russian shall prevail, unless another decision is taken by the Parties.

297. Hereby the Client confirms that he/she does not object against use by the Bank at signing the Banking Services Provision Agreement and other documents related to banking services, fax-copies of signatures of authorized officials of the Bank, stamps, unless otherwise established by the legislation of the Republic of Kazakhstan.

298. In case of identification by the Bank of the fact that the Client provided fake or invalid documents and/or information for obtaining a Loan, the Bank can unilaterally and without notifying the Client to:

- Block the Account, Card or Additional Card;
- Close the credit limit, and/or
- Close the Client's Account;

- Terminate the Agreement/BLA/Framework Agreement/Application (Loan Application) and other agreements of the Parties, and demand immediate debt recovery.

299. In cases, stipulated in p. 299 hereof, the Bank can also appeal to the authorized bodies, Financial Police, Credit Bureau, uncommercial “Government for citizens” State Corporation JSC and other authorized bodies, organizations and establishments, with relevant applications, attaching available confirming documents.