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Reg. No. LCJ-001 – Eurasian Bank JSC Partners Banking Servicing Agreement (Adhesion Agreement)


**EURASIAN BANK JSC
PARTNERS BANKING SERVICING CONTRACT
(The Adhesion Contract)**

1. THE GENERAL PROVISIONS

1.1. This Eurasian Bank Partners Banking Servicing Contract (The Adhesion Contract) (hereinafter – the Adhesion Contract) is developed and concluded within the framework of Article 389 of the Civil Code of the Republic of Kazakhstan (hereinafter – the CC of the RoK) and their validity applies to legal relations of Eurasian Bank JSC (hereinafter – the Bank) and legal entities (branches and subsidiaries), individual entrepreneurs, private notaries, private bailiffs, advocates, professional intermediaries, farms, foreign diplomatic and consul missions, who acceded to the Standard Terms pursuant to section 4 of this Adhesion Contract, (hereinafter such persons are referred to as the Partner).

1.2. In this Contract the following main notions, stipulated by the legislation of the Republic of Kazakhstan (hereinafter – the RoK), as well as the following notions and contracts are used:

- 1) **Payment card cancellation** – recognizing a card as invalid one and taking measures for withdrawing it from circulation;
- 2) **Bank account with payment card** (hereinafter – the Account) – a bank account, opened by the Bank for the Customer (the Partner’s employee) on the ground of the Application - Offer for a debit card issuance, maintenance to the Standard Terms for provision of banking and other services of Eurasian Bank JSC (the Adhesion Contract) (hereinafter – the Agreement) for conducting transactions, related to:
 - a) providing for availability of the Customer’s money;
 - б) accepting (crediting) money in the Customer’s favor;
 - в) performing by the Customer of payments in favor of the third parties with the use of a card in the order, stipulated by the *Application - Offer*;
 - г) implementation of third parties’ orders for withdrawal of the funds of the Partner’s employee under the grounds, stipulated by the legislation of the Republic of Kazakhstan and/or the Agreement;
 - д) performing cash acceptance from the Partner’s employee in the order, stipulated by the legislation of the Republic of Kazakhstan and/or the Agreement;
 - е) cash issuance to the Partner’s employee with the use of a card;
 - ж) payment of interest in the amount, determined by the Bank fees;
- 3) provision of other banking servicing of the Partner’s employee, stipulated by the legislation of the Republic of Kazakhstan and/or the Agreement;
- 3) **Payment card blocking** – full or temporary ban on conducting transactions with the use of a payment card (entering a card into the Stop List);
- 4) **Payments** – a payroll, qualification allowances, current premiumization, single-time remuneration for performing particularly important tasks and for the jubilee dates or holidays, social discounts and additional payments (pension, by disability, for improvement of housing conditions, for urgent needs, for tuition, insurance, medical servicing, for payment of kindergarten services, for physical recovery programs, transportation expenses, aids, additional payment for working experience, payment of temporary disability, ecological payments (Semipalatinsk, Aral), etc.), material aid (vacation, retirement, a family member death, accident, natural disaster, etc.), incentive and compensation payments (for instance, for working on holidays and days-off), etc.;
- 5) **Payment card holder** (PC holder) – the Partner’s employee – an individual, entitled to use the payment card pursuant to the Agreement;
- 6) **The Agreement** – the Standard Terms for provision of banking and other services of Eurasian Bank JSC (the Adhesion Contract), concluded between the Bank and the Customer, regulating relations between the Bank and the Customer, related to opening, maintenance and closing of the Account, issuance and servicing the card, performing card transactions;

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- 7) **Application – Offer** – a special form, filled in by the Customer and submitted to the Bank to obtain a payment card;
- 8) **Payroll loan/Loan** – unsecured loan, regulated by the Bank Loan Agreement/The Credit Limit Agreement, concluded between the Bank and the Partner’s employee within the Agreement;
- 9) **Adhesion Application-Offer** - Application – Offer, signed by the Partner on adhesion to this Adhesion Agreement under the terms and by the form, approved by the Bank (Appendix No. 1);
- 10) **Card transaction** – a payment, cash receipt, exchange and other transactions, conducted with the use of a card under the terms, determined by the Bank, payment card system and contradicting with the legislation of the Republic of Kazakhstan;
- 11) **PIN-code** (personal identification number) – a personal identification number, secret code, assigned to the PC holder and designated for identification of the PC holder;
- 12) **PIN-envelope** – a special sealed envelope, issued to the Partner’s employee/attorney, containing a slip, on which the PIN-code is printed (PIN-envelopes are issued in exceptional cases, upon agreement between the Partner and the Bank);
- 13) **Payment card (PC)** – a means of access to money via electronic terminals or other devices, which contains information, allowing the holder of such a card to conduct card transactions;
- 14) **Attorneys** – the Partner’s employees with some delineation of their authorities, appointed by an order of the Partner’s head, whose authorities are determined in an appropriate power of attorney, issued pursuant to Appendix No. 2 to this Adhesion Agreement;
- 15) **The Partner’s employee (the employee)/the Customer/the PC holder** – an individual, with whom the Partner concluded an employment agreement;
- 16) **Business (operational) day** – a period of time, during which the Bank performs acceptance of instructions for money transfer and orders for suspension or revocation of such instructions from customers and transfer to them of communications, related to making money transfers in their favor. The length of the operational day - from 9.00 a.m. to 5.00 p.m. (Nur-Sultan time) daily, except for days-off and holidays of the Republic of Kazakhstan;
- 17) **The List for crediting (the MT-102 List)** – a list, generated by the Partner for crediting Payments to the Accounts of the Partner’s employees, which contains: the Name of the Partner; names, surnames and patronymics (if any) of the Partner’s employees; employees’ IINs; copies of documents, certifying the identity of the employee, or indication of number/series of the document, certifying the identity, issuance and expiry dates, the name of the issuing authority; numbers of the employee’s bank accounts and amounts of money (in tenge), subject to crediting to the accounts. The List for crediting is generated in the MT-102 electronic format;
- 18) **Fees** – approved by the Bank price list specifying the amount of remunerations and commissions for the services rendered by the Bank.

1.3. The Adhesion Agreement is determined by the Bank and posted on the Bank website in the Internet at www.eubank.kz and placed in all the Branches (Operations Areas) of the Bank.

1.4. The Agreement is universal for all the Bank Partners and can be accepted by the Partner not otherwise than by joining the Adhesion Agreement on a whole, in full amount, to which the Partner unconditionally agrees. Acceptance by the Partner of the terms of the Adhesion Contract is expressed by signature by the Partner of appropriate Applications-Offers for adhesion and their acceptance by the Bank, after which this Adhesion Agreement, unconventionally, shall be deemed concluded between the Bank and the Partner and shall be termless.

1.5. The Bank shall not be obliged to provide services and bear liabilities before the Partner, until the moment of acceptance by the Bank of the Partner’s offers, contained in the Application-Offer for adhesion; thus, acceptance of the Partner’s offers shall be performed by the Bank at its own choice pursuant to the requirements of the internal documents of the Bank and the Fees, effective as of the date of the Agreement conclusion, and by this acceptance the Bank expresses its consent to provision of services on banking servicing of the Partners.

1.6. The Adhesion Contract, as well as mentioned in it appendices, applications, contracts, agreements and other documents constitute a unified legal document; are integral parts to each other. The Bank and the Partner unconditionally agree that provision by the Bank of the services within the Adhesion Agreement is performed on a voluntary basis in accordance with the legislation of the Republic of Kazakhstan, the INDs of the Bank and the Fees; with observance of the Adhesion Contract and upon signature by the Parties of the documents in hard copy and/or electronic carrier by the forms established by the Bank.

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1.7. In the event of acceptance by the Bank of the Partner's offer (offers) all the documents, signed by the Bank and the Partner, including submitted by means of electronic carriers, shall be deemed issued within Article 152 of the CC of the RoK, that is in writing form. After the fact of conclusion of this Adhesion Agreement pursuant to the provisions of this Chapter of the Agreement, the Parties shall acquire rights, assume all the relevant liabilities, and bear liability for non-fulfillment of the specified obligations, according to the Adhesion Agreement and other documents, signed by the Parties, and also pursuant to the requirements of the legislation of the Republic of Kazakhstan.

1.8. The Partner that acceded to the Adhesion Agreement acknowledges and agrees that the Bank is actively working to prevent the Bank and its Partners and Customers from engaging in criminal activities and money-laundering mechanisms, including, without limitation, the legalization of money criminally obtained, the financing of terrorism, fraud, corruption and so on. The standards of the Bank's activities are focused on preserving and protecting the Bank image, as well as on preventing the undermining of the customer trust and the Bank integrity. In this regard, the Bank, at its discretion, shall establish specific requirements for the Bank Partners and deals / Transactions / cash payments / transfers made by them, which may change from time to time. If these deals / Transactions / cash payments / transfers do not meet the requirements of the Bank INDs and / or the legislation of the Republic of Kazakhstan, the Bank shall be entitled to refuse to provide its services and / or refuse to execute the already signed agreements unilaterally, terminate the agreements. In this regard, the Partner, joining the Adhesion Agreement, unconditionally confirms the Bank's right to refuse the provision of services to the Partner, without imposing claims to the Bank in connection due to such a refusal.

1.9. In accordance with the legislation of the Republic of Kazakhstan in the field of personal data protection, the Parties shall be entitled to collect, process, store, use, transfer (distribute, provide, access) and destroy ("Processing") any information, including last name, first name, patronymic, dates and places of birth, address, marital status, education, profession and any other information ("Personal data") relating directly or indirectly to the Parties and their employees, contractors and other persons related to the Parties and their employees who become available to the Parties at any time during the term of the Adhesion Contract within the aims of provision by the Bank to the Customer of the services stipulated by the Adhesion Contract.

1.10. The Parties undertake to ensure compliance with the requirements of the legislation of the Republic of Kazakhstan in the field of personal data protection when processing the personal data of the other Party. The Parties undertake to take all possible legal, technical and organizational measures aimed at protecting the Personal Data of the other Party from unlawful or accidental actions in relation to such Personal Data, including access to it, their destruction, alteration, blocking, copying, submission and dissemination.

1.11. The processing of the Personal data of one Party will be carried out by the other Party solely for the purposes specified in clause 1.9. of the Adhesion Contract.

1.12. The written consent of the Party to the Processing of Personal Data for the purposes specified in the Adhesion Agreement shall be deemed received at the time of the Partner's accession to the Adhesion Agreement by signing the Application Offer for Adhesion.

1.13. When transferring the Personal Data, the Parties shall ensure that they have received the proper consent of their employees, contractors and other persons related to the Parties or their employees (hereinafter - the Representatives of the Parties) to such transfer of the Personal Data and shall provide the other Party with written consent of the above Representatives of the Parties upon request.


2. THE SUBJECT OF THE AGREEMENT

2.1. The Adhesion Agreement regulates the conditions and procedure for crediting money received by the Bank from the Partner to the accounts of the Bank Partner's employees.

3. THE TERMS OF BANKING SERVICING FOR THE PARTNER'S EMPLOYEES

3.1. Opening of the Accounts, Payment Card issuance, provision of the Payroll loans by the Accounts shall be performed by the Bank on the basis of the Agreement, at submission of documents, stipulated by the internal documents of the Bank.

3.2. The Bank shall charge the fee from the accounts of the Partner's employees for the Payment Card services, according to the Bank fees.

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3.3. The Partner shall transfer money for Payments to the Bank, and the Bank shall credit the payments money to the accounts of the Partner's employees.

3.4. The amounts of the money received from the Partner shall be credited to the accounts of the Partner's employees according to the list for crediting not later than the current business (operational) day, in case of this amount was received by the Bank not later than by the end of the current (operational) day, and should:

- 1) correspond to the total amount of money, specified in the list for crediting;
- 2) include the Bank remuneration (fees) for the services provided.

At that, the list for crediting should be provided without errors, according to this Adhesion Agreement.

3.5. The Bank shall be entitled to refuse to credit money in case of availability of errors in the list for crediting, or perform partial crediting only by the amounts, whose bank details are specified correctly.

3.6. The Bank shall accept money, received from the Partner in the form of non-cash payment according to the duly issued payment documents.

3.7. The Partner shall confirm that prior to the conclusion of this Adhesion Agreement he has read and agrees to the Bank fees, placed on the website at www.eubank.kz, as well as to the possibility of reviewing by the Bank of the fees according to the procedure stipulated by the Adhesion Agreement.

3.8. The Partner shall not be liable for obligations between the Bank and the Partner's employee, arising out of the Agreement.

3.9. By joining to the Adhesion Agreement, the Partner shall provide to the Bank an unconventional and irrevocable consent to write-off of the fee and forfeiture amounts payable to the Bank, stipulated by the Adhesion Agreement, by way of direct debiting by the Bank of the bank accounts of the Partner opened with the Bank.

4. THE PARTNER SHALL BE OBLIGED

4.1. To ensure provision by the employees or Attorneys to the Bank of the documents, determined by the Bank as required for opening the Account, issuing Payment Cards to the Partner's employees. To timely provide to the Bank the actual List for crediting.

4.2. To transfer money to the Bank for crediting to the Accounts of the Partner's employees.

4.3. To provide for safety of the Payment Cards, received from the Bank and not issued to the Partner's employees.

4.4. To pass to the Bank PCs and PIN-envelopes (at availability of PIN-envelopes), received and not issued for justified reasons to the Partner's employees, during three (3) months from the date of their receipt at the Bank.

4.5. In the event of loss or theft of the PC, not issued to the Partner's employee, received from the Bank, to immediately contact the Bank with a written demand for blocking the PC, in the event if the Attorney had performed receipt of the PC and PIN-envelopes (at availability of the PIN-envelopes).

4.6. To independently conduct all mutual settlements with the state income bodies and other fiscal bodies by the payments conducted.


4.7. To submit the financial standing information at the Bank's written request.

4.8. To inform the Bank on the forthcoming liquidation, re-organization or change in the status not less than thirty (30) calendar days prior to the estimated date of forthcoming changes.

4.9. To make payments to the Partner's employees only by way of non-cash money transfer to the Bank, for their further crediting to the bank accounts of the Partner's employees, in the MT-102 format. The Bank shall not be liable for correctness of calculations of the payments amounts to the Partner's employees, and for correctness and timeliness of paying the related tax payments.

4.10. To inform the Bank in writing during three (3) business days before the date of issuance of an appropriate order on forthcoming termination of the employment agreement with the Partner's employee (before last payment to the employee) or after his death.

4.11. During five (5) business days, from the date of change in the bank details and/or location, change of the legal-organizational form and/or name, the composition of the management body and/or executive body and/or change in the composition of the Partner's participants (shareholders, beneficiary owners), possessing 10% and more participation shares in the chartered capital or placed ones (net of privileged and purchased by the company shares – for joint-stock companies), to inform the Bank on it in writing form. A notification submitted pursuant to this clause of the Adhesion Agreement, shall not require conclusion of addendums by the Parties.

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4.12. To pay to the Bank the commission fee in the amount, stipulated by the Application Offer for adhesion, according to the Bank Fees.

5. THE PARTNER SHALL BE ENTITLED

5.1. To require from the Bank provision of quality services.

5.2. In case the Bank makes amendments and additions to the Fees, pursuant to clause 6.4. of the Adhesion Agreement, the Partner shall be entitled to refuse from the Adhesion Agreement prior to putting them into effect.

6. THE BANK SHALL BE ENTITLED

6.1. In case of non-payment by the Partner of the commission fee, payable to the Bank under the Adhesion Agreement, to write off from any Partner's bank accounts, opened with the Bank, the commission fee for crediting money to the Accounts, and forfeiture for late remuneration payment, stipulated by clause 8.5. of the Adhesion Agreement.

6.2. To reject the Partner's inquiry for cessation of processing of a payment document accepted by the Bank, if money crediting under payments to the bank accounts of the Partner's employees has already been performed.

6.3. To unilaterally make amendments and additions to the fees for payment services, provided by the Bank under the Adhesion Agreement in the following cases:

- 1) upward with international payments and / or money transfers;
- 2) towards their decrease;
- 3) by introducing new fees for new services of the Bank, provided under the Adhesion Agreement.

In all these cases, the Bank shall notify the Partner on amendments/additions to the commissions/fees by placing an appropriate notification at the Bank website, specifying the date of their putting into effect at **www.eubank.kz**, not later than fifteen (15) calendar days before the date of putting them into effect.

6.4. In other not stipulated by clause 6.3. of the Adhesion Agreement cases of increase in the commissions/fees for payment services, provided by the Bank under the Adhesion Agreement, it shall be performed upon agreement with the Partner, by placing by the Bank of an appropriate notification at the Bank website, specifying the date of their putting into effect at **www.eubank.kz**, not later than fifteen (15) calendar days before the date of putting them into effect. In case if the Partner has not informed the Bank in writing on its wish to repudiate the Adhesion Agreement pursuant to clause 5.2. of the Adhesion Agreement, amendments and additions to the commissions/fees of the Bank shall be deemed accepted by the Partner and shall be put into effect on the day specified in the Bank notification, with further conclusion of an appropriate Addendum.

6.5. When receiving from the Partner instructions, order on revocation or suspension of a payment document by the Bank, it shall be entitled to use the following elements of protection actions from unauthorized payments, including, but, not limited with the following:


- own signature by the Partner, its authorized person of a payment document at their personal presence at the Bank;
- signature of the Partner's payment document, its authorized person by the electronic digital signature;
- use of dynamic identification at provision by the Bank of payment service under the Adhesion Agreement;
- performance of the Partner's identification, its authorized person by the original document, verifying the identity at their personal presence at the Bank;
- other means of protection from unauthorized payments, established by the Bank (further control, verification, etc.).

The Bank provides for safety and confidentiality of the identification means of the Partner, its authorized person from third parties, excepting cases, expressly stipulated by the legislation of the Republic of Kazakhstan.

6.6. To provide Loans to the Partner's employees. To independently determine and/or change the Loan amount, provided to the Partner's employee.

6.7. To cancel the PC in the case if the PC has not been demanded by the Partner's employee during three (3) calendar days from the date of the PC issuance.

6.8. To require from the Partner/the Partner's employee submission of documents, required for conducting transactions on the bank account of the Partner's employee pursuant to the currency or other legislation of the Republic of Kazakhstan.

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6.9. To unilaterally refuse from implementation of the Adhesion Agreement in cases stipulated by the legislation of the Republic of Kazakhstan and the Adhesion Agreement, with submission of a notification to the Partner within the term, not later than thirty (30) calendar days before the date of termination of the Adhesion Agreement.

6.10. To require any debt repayment, available and occurring as of the notification date, and the Partner shall be obliged to implement this requirement within three (3) business days from the date of issuance of such a demand.

6.11. To unilaterally refuse from implementation of the Adhesion Agreement (refuse to conduct a transaction), in case if the Bank has grounds to assume that transactions with money and (or) other customer's property are related to legalization (laundering) of illegally obtained proceeds, and (or) the financing of terrorism, recognized pursuant to the legislation of the Republic of Kazakhstan on counteraction to legalization (laundering) of criminally obtained proceeds, and the financing of terrorism.

At that the Bank shall be entitled to unilaterally terminate the Adhesion Agreement, within the procedure, stipulated by clause 10.1. of the Adhesion Agreement.

6.12. To independently expand the range of provided services. The information on such services shall be posted on the Bank website and/or informed to the Partner by any electronic means of communication (including the Internet and text messages by cellular communication) and/or in hard copy. The information provided this way shall automatically become an integral part to the Adhesion Agreement, and the Partner shall be entitled to accept new terms, as well as new services and products, submitting relevant offers to the Bank for acceptance, if required, determined by the Bank.

6.13. To place own informational-advertising materials on the services provided within the territory of the Partner's building (premises).

7. THE BANK SHALL BE OBLIGED

7.1. To refuse to establish business relations with the Partner and to conduct a transaction with money in the case of impossibility of taking due diligence actions in compliance with the legislation of the Republic of Kazakhstan "On counteraction to legalization (laundering) of illegally obtained proceeds, and the financing of terrorism".

7.2. To make and issue the PC and PIN-envelopes (at availability of PIN-envelopes) to the Partner's employees, pursuant to the terms of the Agreement, or attorneys, acting on the ground of the relevant proxies, issued to the Partner's employees. The PC and PIN-envelopes (at availability of PIN-envelopes) cannot be issued to one and the same attorney.

7.3. Not later than Operational day, following the day of receipt to the Bank of money and receipt of duly issued payment documents, to credit to the Account money, received in favor of the Partner's employees, in compliance with the payment documents.

8. LIABILITY OF THE PARTIES

8.1. The Parties shall be liable for non-fulfillment or undue fulfillment of own obligations pursuant to the legislation of the Republic of Kazakhstan, and the Adhesion Agreement.


8.2. The Parties shall be released from full or partial non-fulfillment of obligations, if it was caused by force majeure circumstances: fires, flood, earthquake and other extraordinary and inevitable under these conditions circumstances, directly affecting the implementation under the Adhesion Agreement.

8.3. The Bank shall be liable before the Partner for disclosure of a banking secrecy pursuant to the legislation of the Republic of Kazakhstan.

8.4. The Bank shall not be liable for:

- consequences of late crediting by the Partner of amounts, due payroll and other payments;
- consequences of late written inquiry to the Bank on the necessity of blocking the PC lost by the Partner and/or the Partner's employee;
- delay in crediting the payments to the Account if the Partner incorrectly calculates the payments, the cost of the Bank's services, the Partner's incorrect indication of the Account (and also if the Account is closed), the name and initials of the Partner's employee, IIN of the Partner's employee.

8.5. The Partner shall be liable for:

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- late notification of the Bank on termination of the employment agreement with the Partner's employee;
- late notification of the Bank on the refusal to get a payroll using the PC;
- non-observance of the terms and provisions of the Adhesion Agreement;
- damage caused to the Bank;
- late payment of the commission to the Bank for crediting of money, received to the Bank from the Partner by non-cash payment, in the amount of 0.1 % from the amount paid late, for each day overdue;
- costs and legal expenses, caused to the Bank due to the Partner's fault.

9. THE PROCEDURE OF DISPUTE SETTLEMENT


- 9.1. All disputes and disagreements, occurring when implementing the Adhesion Agreement, shall be regulated by way of negotiations between the Parties.
- 9.2. Disputes, over which no agreement has been reached, shall be settled at the location of the Bank, or its branches at the Bank's discretion.
- 9.3. The Parties agree to recognize transactions data on electronic information carriers as proofs at a dispute settlement.
- 9.4. A written notification shall be deemed received by the other Party, if it is handed to it on receipt or sent by registered mail (if there is a postal receipt).

10. THE TERM OF THE VALIDITY OF THE AGREEMENT, TERMS OF ITS TERMINATION AND AMENDMENTS

10.1. The Party that acceded to the Adhesion Agreement shall be entitled to demand its termination on the grounds stipulated in clause 2 of Article 389 of the CC of the RoK. Termination of the Adhesion Agreement shall be performed by submitting by the acceded Party of the application by the form established by the Bank. The Adhesion Agreement shall be deemed terminated only upon performance by the Parties of full mutual settlements.

At termination of the Adhesion Agreement:

- the remuneration to the Bank, paid by the Partner's employee for annual PC servicing, shall not be returned;
 - all the existing debts to the Bank shall be repayable by the Partner's employees and the Partner.
- 10.2. Amendments to the Adhesion Agreement shall be introduced by the Bank by way of posting at www.eubank.kz, as well as on the stands in the operations areas, outlets, of a new text of the Adhesion Agreement not later than ten (10) business days before the date of putting them into effect. The Partner shall be independently learn about the amendments and additions to the Adhesion Agreement in the Bank outlets/branches, at the Bank website www.eubank.kz, in case if the Partner does not agree with the amendments, additions, the Partner shall be entitled to terminate the Adhesion Agreement, by notifying the Bank on this not later than the date of putting into effect such amendments (additions) to the Adhesion Agreement, on the condition that the Partner fulfilled all its obligations to the Bank.
- 10.3. Amendments to the Adhesion Agreement shall be unilaterally made by the Bank only in relation to products / services for which the laws of the Republic of Kazakhstan do not establish restrictions.
- 10.4. The Partner and any other acceding Party shall be obliged to read the amendments to the Adhesion Agreement; the Adhesion Agreement shall not exempt the acceding Party from obligations and liabilities under the implementation of the Adhesion Agreement. At the same time, the Bank shall make every effort to notify the acceding Party about the changes, new products and services, by all means established by the legislation of the Republic of Kazakhstan and the Adhesion Agreement (Communication tools - electronic communication, SMS, fax).
- 10.5. If the Partner fails to submit a notice of disagreement due to changes in the Adhesion Agreement or Fees before the date of such changes specified by the Bank, the Adhesion Agreement, Fees shall be valid/valid with changes.
- 10.6. In the event that the Bank provides information to the Partner by means of Communication, the Partner shall recognize the means of electronic and facsimile transmission of information sent in the manner and on the conditions specified in the Adhesion Agreement to be sufficient for the Bank to fulfill its obligations to provide

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the Partner with information in accordance with the provisions of the Adhesion Offers-Applications and the Adhesion Agreement.


10.7. The Partner agrees that the information received by it through the Means of Communication shall be equivalent to receiving the relevant documents in hard copy, certified by the signatures of the authorized persons of the Bank and sealed by the Bank.

10.8. The Partner hereby certifies that it is fully aware that the provision of information by the Means of Communication shall not ensure the secure receipt of information by the Partner, and that there is a risk that third parties have access to information. The Partner hereby assumes all and any risk associated with the use of such forms of information, including, without limitation, the possibility of non-receipt or untimely receipt of information, the likelihood of unauthorized access by third parties, including fraudulent activities, unauthorized or improper use of information by the Partner's unauthorized persons or third parties, regardless of the fact that they usually receive information on behalf of the Partner using computer equipment, mobile (cellular phone) or fax machine located in the Partner's office or in any other place.

10.9. Payment of the Bank fees, under this Adhesion Agreement, shall be performed in the amount stipulated by the Adhesion Application - Offer in accordance with the Bank Fees.

10.10. The Parties agree to consider confidential the information they exchange in connection with the execution of the Adhesion Agreement, and not to disclose it without the written permission of the other Party, except in cases where the provision of such information is mandatory in accordance with the requirements of the legislation of the Republic of Kazakhstan.

10.11. In all other respects that are not stipulated by the Adhesion Agreement, the Parties shall be guided by the legislation of the Republic of Kazakhstan.

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**Application No. 1 to
the Eurasian Bank JSC Partners Banking
Servicing Agreement
(The Adhesion Contract)**

Adhesion Application-Offer

No. _____

_____ year

“ _____ ” _____ 20 year

The Partner's Full Name	
BIN/IIN	
Legal address	
Actual address	
First head's full name, IIN	
serviced at the Branch (main)	
Electronic mail	
Telephone	___+7 (___ __) ___ __
Fax	___+7 (___ __) ___ __
Mobile phone (for text messages)	___+7 (___ __) ___ __

_____ (*the Partner's name*) hereby declare, confirm that (1) have read the Eurasian Bank JSC Banking Servicing Agreement (the Adhesion Agreement) (hereinafter - the Adhesion Agreement) developed under Article 398 of the Civil Code of the Republic of Kazakhstan and published / placed by Eurasian Bank JSC (hereinafter - the Bank) on the Bank website at: www.eubank.kz and in the operations areas of the Bank; (2) we understand and fully agree with the Adhesion Agreement and we accede to it in full amount; we express our unconditional and irrevocable consent and undertake to comply with the provisions of the Adhesion Agreement and the Fees of Eurasian Bank JSC. We have been notified that the Adhesion Agreement is an agreement, the terms of which are determined by Eurasian Bank JSC in the blanks and other standard forms and can be accepted by us only by acceding to the proposed Adhesion Agreement in general.

Our obligations under this Adhesion Application-Offer, the Adhesion Agreement, shall be accepted by us and we undertake to properly fulfill all their conditions.

With our signature, we confirm that all information specified in this Adhesion Application - Offer is true and provided by us on a voluntary basis and at our own initiative.


We undertake to pay the Bank a commission in the amount of _____.

First head	_____ (Full name, signature) Stamp (if any)
------------	---

NOTES OF THE BANK

The authorized person of the Bank _____

Signature Full name Stamp

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Reg. No. LCJ-001 – Eurasian Bank JSC Partners Banking Servicing Agreement (Adhesion Agreement)

**Appendix No. 2 to
the Eurasian Bank JSC Partners Banking
Servicing Agreement
(The Adhesion Contract)**

Sample

POWER OF ATTORNEY NO.

the city of _____, _____ (date)

We hereby _____ (the Partner's name) represented by _____ (*write down the employee's Full Name – the Partner's first head and his position*), acting on the ground of the Charter, hereinafter referred to as the "Principal", entrusts _____ (the attorney, identity card No. _____, issued on _____ dated _____), hereinafter referred to as the Attorney:

According to the Partner's employees list, specified by the Partner according to the terms of the Eurasian Bank JSC Partner Banking Servicing Agreement (The Adhesion Agreement) and the Adhesion Application–Offer dated "____" _____20____ (*to write down the agreement conclusion date*) (hereinafter – the Agreement):

to submit to _____ (the branch name) of Eurasian Bank JSC (hereinafter – the Bank) on behalf of the Principal, without the right of signature for the Principal, all the required documents for payment cards issuance and to get the following documents: _____ for further transfer to the Partner's employees.

This power of attorney was issued for three (3) years, with the right of early withdrawal and without the right of substitution. In the event of changes, the Principal shall immediately notify the Bank in writing.

I certify the signature of the Principal _____.

Principal:

Full name

Signature: