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Reg. No. PC-1-1– The Eurasian Bank JSC Partner Banking Servicing Contract (The Adhesion Contract) (Loan Issuance on Request)

**THE EURASIAN BANK JSC PARTNER
BANKING SERVICING CONTRACT
(The Adhesion Contract)
1. THE GENERAL PROVISIONS**

1.1. This Eurasian Bank JSC Partner Banking Servicing Contract (The Adhesion Contract) (hereinafter referred to as the Adhesion Contract) is developed and concluded within the framework of Article 389 of the Civil Code of the Republic of Kazakhstan (hereinafter referred to as the CC of the RoK) and its effect shall apply to the legal relations of Eurasian Bank JSC (hereinafter referred to as the Bank) and legal entities (branches and representative offices), individual entrepreneurs, private notaries, private bailiffs, advocates, professional mediators, farms, foreign diplomatic and consul missions who acceded to the Adhesion Contract (hereinafter such persons referred to as the Partner).

1.2. In this Adhesion Contract, the following basic concepts, stipulated by the legislation of the Republic of Kazakhstan (hereinafter referred to as the RoK), as well as the following concepts and abbreviations shall be used:

1) **Payment card blocking** is a complete or temporary ban on transactions with the use of a payment card (entering a card into the Stop List);

2) **Payments** - salaries, qualification allowances, current bonuses, single-time remuneration for performing particularly important tasks and for jubilee dates or holidays, social benefits 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 costs, aids, additional payment for work experience, payment for temporary disability, environmental benefits (Semey, Aral), etc.), financial aid (vacation, retirement, death of a family member, accident, natural disaster, etc.), incentive and compensatory payments (for example, for work on holidays or weekends), etc.;

3) **Card Issuance** is a procedure providing for the issuance of a card to its holder on the basis of the Adhesion Contract, the Standard Terms of Provision of Banking and Other Services by Eurasian Bank JSC (the Adhesion Contract) (hereinafter referred to as the Standard Terms) and the Application-Offer;

4) **Payment Card Holder (hereinafter referred to as the PC Holder)** is the Partner employee, individual, entitled to use the payment card pursuant to the Adhesion Contract, Standard Terms, and the Application-Offer;

5) **Closing of a payment card** is the recognition of the card as invalid and the adoption of measures to withdraw it from circulation;

6) **Application-Offer** is an Application-Offer form approved by the Bank for opening a current account with the use of a payment card, which the Customer fills out and submits to the Bank in order to issue and receive a payment card (it is attached to the Standard Terms);

7) **Adhesion Application-Offer** is the Application-Offer signed by the Partner on acceding to this Adhesion Contract on the terms and by the form in accordance with Appendix No. 1 to this Adhesion Contract;

8) **Loan** is a bank loan granted to the Partner employee at his/her/its request and request, on terms of urgency, payment and repayment, according to the terms and provisions set out in the loan agreement, Standard Terms;

9) **Loan Agreement** is the Credit Limit Agreement/Credit Line Agreement, Application (Loan Application for Credit Limit)/other agreements (transactions) concluded between the Bank and the Partner employee (borrower) within the framework of and in fulfillment of the Standard Terms of Banking and Other Services of Eurasian Bank JSC (the Adhesion Contract), establishing (specifying) the terms of obtaining loans within the framework of loan agreements (loan amount, interest rates, terms of use (provision));

10) **Card transaction** is 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 not contradicting with the legislation of the RoK;


11) **A payment card (hereinafter referred to as the PC)** is 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;

12) **Attorneys** are the Partner 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 Contract;

13) **The Partner employee (the employee)/the Customer/the PC Holder** is an individual with whom the Partner concluded an employment contract;

14) **Business (operational) day** is a period of time during which the Bank receives instructions on money transfer and orders to suspend or revoke such instructions from Customers and transmits messages related to money transfers in their favor. The length of the operational day is from 9.00 a.m. to 5:00 p.m. (Astana time) daily, except weekends and holidays of the RoK;

15) **The List for crediting (the MT-102 list)** is the list generated by the Partner for crediting Payments to the Partner employee Accounts, which contains: the Partner name; the Partner employees' names, surnames and patronymics (if any); the employees' IINs; the employee's identity document data (collection, processing copies of identity documents, on paper is prohibited, except in cases of lack of integration with the informatization objects of the state bodies and (or)

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state legal entities, inability to identify the subject using technological means, as well as in other cases stipulated by the legislation of the RoK), or indication of the number/series of the identity document, the date of issue and expiration, the name 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 e-format;

16) **Fees** is a price list approved by the Bank specifying the remunerations and commissions for the services rendered by the Bank;

17) **Current account with the use of a payment card (hereinafter referred to as the Account)** is a bank account opened by the Bank for the Customer (the Partner employee) on the ground of the Application - Offer for conducting transactions related to:

- availability of the Customer's money;
- accepting (crediting) money in favor of the Customer;
- the Customer's payments in favor of third parties using the PC in accordance with the procedure stipulated in the Application-Offer;
- execution of an order from third parties to withdraw the Partner employee's money on the grounds stipulated by the legislation of the RoK and/or the Adhesion Contract and/or Standard Terms;
- accepting cash from the Partner employee in accordance with the procedure established by the RoK legislation and/or the Adhesion Contract and/or Standard Terms;
- issuing to the Partner employee of cash with the use of the PC;
- payment of remuneration in the amount determined by the Bank fees;
- rendering other banking services for the Partner employee stipulated by the legislation of the RoK and/or the Adhesion Contract and/or Standard Terms.

1.3. The Adhesion Contract is determined by the Bank and published on the Bank website and posted in all the Bank Branches/Outlets (Operational Areas).

1.4. The Adhesion Contract shall be the same for all the Bank Partners and can be accepted by the Partner only by acceding to the Adhesion Contract as a whole, in full, with which the Partner unconditionally agrees. The Partner's acceptance of the terms of the Adhesion Contract is expressed by the Partner by signing the relevant Adhesion Application-Offers and accepting them by the Bank. After that, this Adhesion Contract shall be certainly considered concluded between the Bank and the Partner and shall be of the indefinite term.


1.5. The Bank shall not be obliged to render services and incur obligations to the Partner until the Bank accepts the Partner's offers contained in the Adhesion Application-Offers; thus, the acceptance of the Partner offers shall be performed by the Bank at its own discretion in accordance with the requirements of the Bank internal documents and the fees effective as of the date of conclusion of the Adhesion Contract, and by this acceptance the Bank expresses its consent to render banking services to the Partners.

1.6. The Adhesion Contract, as well as the appendices, statements, covenants and other documents mentioned therein, shall constitute a single legal document; they shall be integral parts of each other. The Bank and the Partner certainly agree that the Bank services under the Adhesion Contract shall be provided on a voluntary basis in accordance with the RoK legislation, the Bank INDs and the fees; in compliance with the Adhesion Contract and when the Parties sign documents on paper and/or electronic media by the forms established by the Bank.

1.7. If the Bank accepts the Partner offer(s), all documents signed by the Bank and the Partner, including those sent via electronic media, shall be considered to be executed in accordance with Article 152 of the CC of the RoK, that is, in writing. After the conclusion of this Adhesion Contract in accordance with the provisions of this Chapter of the Adhesion Contract, the Parties shall acquire the rights, assume all relevant obligations, and shall be responsible for non-fulfillment of these obligations, in accordance with the Adhesion Contract and other documents signed by the Parties, as well as in accordance with the requirements of the RoK legislation.

1.8. The Partner who acceded to the Adhesion Contract acknowledges and agrees that the Bank is actively working to prevent the Bank and its Partners and Customers from participating in criminal activities and money laundering mechanisms, including, without limitation, money laundering, financing terrorism, fraud, corruption, and so on. The Bank standards of operation are aimed at preserving and protecting the Bank image, as well as preventing the undermining of the Customer's trust and the integrity of the Bank. In this regard, the Bank, at its discretion, shall set specific requirements for the Bank Partners and transactions/Operations/cash payments/transfers performed by them, which may change from time to time. If these transactions/Operations/cash payments/transfers do not meet the requirements of the Bank INDs and/or the RoK legislation, the Bank shall be entitled to refuse to provide its services and/or to unilaterally cancel the Adhesion Contract, terminate the Adhesion Contract. In this regard, the Partner, by acceding to the Adhesion Contract, shall unconditionally confirm the Bank's right to refuse to provide services to the Partner, without making claims to the Bank in connection with such refusal.

1.9. In accordance with the legislation of the RoK in the field of personal data protection, the Parties shall be entitled to collect, process, store, use, transfer (distribute, provide, access) and destroy (the Processing) any information, including: surname, name, patronymic, date and place of birth, address, marital status, education, occupation and any other information (the Personal Data) related directly or indirectly to the Parties and their employees, counter-parties and other

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persons related to the Parties and their employees, which becomes available to the Parties at any time during the period of the Adhesion Contract in order for the Bank to provide the Customer with the services stipulated in the Adhesion Contract and/or Standard Terms.

1.10. The Parties undertake to ensure compliance with the requirements of the RoK legislation in the field of the 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 other Party's Personal Data from unlawful or accidental actions with respect to such Personal Data, including access to them, their destruction, modification, blocking, copying, provision and dissemination.

1.11. The Processing of the Personal Data of one Party shall be performed by the other Party solely for the purposes specified in the Adhesion Contract.

1.12. The written consent of the Party to the processing of personal data for the purposes specified in the Adhesion Contract shall be considered to have been received at the time of the Partner's acceding to the Adhesion Contract by signing the Adhesion Application-Offer.

1.13. When transferring the personal data, the Parties shall guarantee that they have received the consent of their employees, contractors and other persons related to the relevant Parties or their employees (hereinafter referred to as the Representatives of the Parties) to such transfer of the personal data and will provide the other Party with copies of the written consents of the above-mentioned Representatives of the Parties upon request.

2. SUBJECT OF THE CONTRACT

2.1. The Adhesion Contract regulates the terms and procedure of banking services for the Partner employees, including:

- 1) opening Accounts, issuing PCs and maintaining them;
- 2) crediting to the Accounts of the money received by the Bank by transfer from the Partner;
- 3) granting a loan to the Partner employees (at the request of the Partner employee).

2.2. In accordance with clause 4.9 of this Adhesion Contract concluded between the Parties, the Partner undertakes to assist the Partner employees in obtaining a loan (at the employee's request) from the Bank on the basis of a loan agreement, as well as to fulfill all other obligations under this Adhesion Contract.

2.3. Relations between the Bank and the Borrower Partner employees in connection with granting a loan shall be regulated by the terms and of a loan agreement signed directly by an authorized representative of the Bank and the Borrower Partner employee.

2.4. The Bank shall grant bank loans on terms of urgency, payment and repayment on the basis of a loan agreement concluded between the Bank and the Borrower Partner employee.

3. TERMS OF BANKING SERVICES FOR THE PARTNER EMPLOYEES

3.1. Opening of Accounts and the issuance of PCs is performed by the Bank on the basis of the Application-Offer, Standard Terms and Adhesion Contract, provided that the documents stipulated in the Bank internal documents are provided.

3.2. For the services provided by the PC, the Bank shall charge remuneration from the Partner employee Accounts in accordance with the Bank fees.

3.3. The Partner transfers money to the Bank for Payments using the following banking details:

Eurasian Bank JSC;

Address: 56 Kunayev str., Almaty;

TRN 600900063755;

BIN 950240000112;

BIC: EURIKZKA;

IIC: KZ3194800KZT28700011.

3.4. The Partner transfers the money for payments to the Bank, and the Bank transfers the money for payments to the Partner employee Accounts.


3.5. The amounts of money received from the Partner are credited to the Partner employee Accounts in accordance with the list for crediting not later than the current business (operational) day (except for technical breaks), if these amounts were received by the Bank not later than the end of the current business (operational) day and shall:

- 1) match the total amount of money specified in the transfer list;
- 2) include the Bank remuneration (commissions) for the services rendered.

At the same time, the list for crediting shall be provided without errors in accordance with this Adhesion Contract.

3.6. The Bank shall be entitled to refuse to transfer money if there are errors in the list for crediting, or to make a partial transfer only for amounts whose details are correct.

3.7. The Bank accepts the money received from the Partner in the form of a non-cash payment according to the duly executed payment documents.


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- 3.8. In case of detection of incorrect crediting of amounts based on the results of the reconciliation act, either Party shall send a written application within three (3) business days from the date of signing of the reconciliation act, on the basis of which the Party that received the application shall refund the excessively transferred amount.
- 3.9. The overpaid amount shall be refunded to the overpaid Party within three (3) business days from the date of receipt of the written application, after verification of the fact of the erroneously credited amount.
- 3.10. The Partner confirms that prior to the conclusion of this Adhesion Contract, he/she/it read and agrees with the Bank fees posted on the Bank website, as well as with the possibility of reviewing the Bank fees in accordance with the procedure stipulated in the Adhesion Contract and the Standard Terms. Additional information on the amount of the commission charged by the Bank for services provided under this Adhesion Contract is announced to the Partner upon his/her/its request when contacting the Bank for the relevant service.
- 3.11. The Partner shall not be responsible for the obligations between the Bank and the Partner employee arising from the Adhesion Contract and regulated by the Standard Terms.
- 3.10. By acceding to the Adhesion Contract, the Partner provides the Bank with unconditional and irrevocable consent to write off of the commission due to the Bank and the amounts of the penalty stipulated in the Adhesion Contract by direct debiting by the Bank of the Partner Accounts opened with the Bank.

4. THE PARTNER SHALL BE OBLIGED

- 4.1. To ensure that employees or Attorneys provide the Bank with documents determined by the Bank as required for opening an Account and issuing PCs to the Partner employees. To provide the Bank with an up-to-date List for crediting in a timely manner, according to the established sample.
- 4.2. To transfer money to the Bank for crediting to the Partner employee Accounts.
- 4.3. To register Partner employee Accounts in his/her/its employee accounting systems.
- 4.4. To ensure the safety of PCs received from the Bank and not issued to the Partner employees.
- 4.5. To hand over to the Bank the PCs received and not issued for objective reasons to the Partner employees within three (3) months from the date of their receipt at the Bank.
- 4.6. In case of loss or theft of a PC that has not been issued to the Partner employee, not a received from the Bank, to immediately contact the Bank with a written request to block the PC, in the event that the Attorney received the PC.
- 4.7. To independently make all settlements with the state revenue authorities and other fiscal authorities for payments made.
- 4.8. To provide information about their financial condition upon the written request of the Bank.
- 4.9. To provide the Partner employees with information about the Bank, including by posting information on the Partner Internet resource or in the Partner premises.
- 4.10. To provide personal data of the authorized person(s) required in accordance with the RoK legislation in the form established by the Bank.
- 4.11. To provide any interested Partner employee with information about the procedure, terms of loan granting, rates, tariffs, liability in case of default under the loan agreement, the list of required documents and expenses incurred by the Partner employee in obtaining and servicing the loan.
- 4.12. Not to hinder the Bank in carrying out commercial activities related to this Adhesion Contract.
- 4.13. To inform the Bank about the upcoming liquidation, reorganization or change of its status, as well as about other changes that significantly affect or may affect the execution of this Adhesion Contract at least thirty (30) calendar days before the expected date of the upcoming changes.
- 4.14. Within thirty (30) calendar days from the date of receipt from the Bank of a written notice of termination of the Adhesion Contract, to return to the Bank all PCs issued but not transferred to the Partner employees.
- 4.15. To make payments to the Partner employees only by wire transfer of money to the Bank, for their further crediting to the Partner employee Accounts, in the MT-102 format. The Bank shall not be responsible for the correctness of calculations of the amounts of payments to the Partner employees, as well as for the correctness and timeliness of payment of tax payments related to payments.
- 4.16. Within five (5) business days from the date of the change in the details and/or location, the change in the organizational and legal form and/or its name, the composition of the management body and/or the executive body and/or the change in the composition of the participants (shareholders, beneficial owners) of the Partner holding ten percent (10%) or more of the shares in the authorized capital or placed (minus preferred and repurchased shares of the company - for joint-stock companies), to notify the Bank in writing. The notification sent in accordance with this paragraph of the Adhesion Contract shall not require the Parties to conclude addendums.
- 4.17. To pay a commission fee to the Bank in the amount stipulated by the Adhesion Application-Offer within the Bank fees.
- 4.14. To provide employees with a certificate from their place of work indicating the name of their position, the amount of the established salary (average salary) of the employee, and the duration of work with the Partner, according to the established pattern.

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4.15. Not to disclose confidential, banking, commercial, official and legally protected secrets received from the Bank and its Customers, regardless of the term of the Adhesion Contract, except in cases stipulated by the legislation of the RoK. The Bank's Information Security Policy is open information and is posted on the Bank website.

5. THE PARTNER SHALL BE ENTITLED

- 5.1. To require the Bank to provide quality services.
- 5.2. To inform all its employees through internal communication channels about the availability of the Bank lending services.
- 5.3. To assist the Bank in organizing one or more presentations to attract its employees to lend to it.
- 5.4. To receive information from the Bank on terms, amounts, interest rates and other material terms of consumer loans.
- 5.5. If the Bank makes changes and additions to the fees in accordance with the Adhesion Contract, the Partner shall be entitled to cancel the Adhesion Contract before the date of their entry into force.

6. THE BANK SHALL BE ENTITLED

6.1. In case of non-payment by the Partner of the commission fee due to the Bank under the Adhesion Contract, to debit from any bank accounts of the Partner opened with the Bank, the commission fee for crediting money to the Accounts, as well as the penalty for late payment of remuneration stipulated in the Adhesion Contract.

6.2. To reject the Partner's request to cease processing the payment document accepted by the Bank if the money for payments has already been credited to the bank accounts of the Partner employees.

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

- 1) upward movement in international payments and/or money transfers;
- 2) towards their reduction;
- 3) by introducing new fees for new Bank services provided under the Adhesion Contract.

In all these cases, the Bank shall notify the Partner of changes/additions to the fees/tariffs by posting a corresponding notification on the Bank website indicating the date of their entry into force, not later than five (5) business days before the date of their entry into force.

6.4. In other cases, not stipulated in clause 6.3. of the Adhesion Contract, in cases of an increase in fees/tariffs for payment services provided by the Bank under the Adhesion Contract, to be performed by agreement with the Partner by posting a corresponding notification on the Bank website, indicating the date of their entry into force, not later than five (5) business days before the date of their entry into force. If the Partner did not inform the Bank in writing of his/her/its desire to terminate the Adhesion Contract, changes and additions to the Bank fees/tariffs shall be considered accepted by the Partner and shall be put into effect on the day specified in the Bank's notification, followed by the conclusion of an Addendum.


6.5. When receiving instructions from a Partner, orders to revoke or suspend a payment document by the Bank, the Bank shall be entitled to use the following elements of protective measures against unauthorized payments, including, but not limited to, the following:

- handwritten signing of the payment document by the Partner or his/her/its authorized person in their personal presence at the Bank;
- signing of the Partner's payment document by his/her/its authorized person with an electronic digital signature;
- the use of dynamic identification in the provision of payment services by the Bank under the Adhesion Contract;
- identification of the Partner, his/her/its authorized person by the original identity document or by the identity document provided through the digital document service in accordance with the requirements of the RoK Law On Identity Documents (in the absence of integration with the informatization objects of the state bodies and (or) state legal entities, the inability to identify the Customer using technological means, as well as in other cases stipulated by the legislation of the RoK) with their personal presence in the Bank;
- other methods of protection against unauthorized payments established by the Bank (subsequent control, verification, etc.).

The Bank shall ensure the safety and confidentiality of the identification means of the Partner and his/her/its authorized person from third parties, except in cases expressly stipulated by the legislation of the RoK.

6.6. To close the PC if the PC has not been claimed by the Partner or the Partner employee within three (3) calendar months from the date of the PC production.

6.7. To require the Partner/Partner employee to provide the documents required for conducting transactions on the bank account of the Partner employee in accordance with the currency or other legislation of the RoK.

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- 6.8. To unilaterally refuse to execute the Adhesion Contract in cases stipulated by the RoK legislation and the Adhesion Contract, with notification to the Partner not later than thirty (30) calendar days prior to the date of termination of the Adhesion Contract.
- 6.9. To demand repayment of any debt existing and incurred on the date of notification, and the Partner undertakes to fulfill this requirement within three (3) business days from the date of such request.
- 6.10. To unilaterally refuse to execute the Adhesion Contract (to refuse to conduct a transaction) if the Bank has grounds to assume that transactions with the Customer's money and (or) other assets are related to the legalization (laundering) of proceeds from crime and (or) financing of terrorism, recognized in accordance with the RoK legislation on countering the legalization (laundering) of proceeds from crime and the financing of terrorism.
In this case, the Bank shall be entitled to terminate the Adhesion Contract unilaterally, in accordance with the procedure stipulated in the Adhesion Contract.
- 6.11. To independently expand the range of services rendered. Information about such services is published on the Bank website and/or communicated to the Partner via any electronic means of communication (including the Internet and SMS messages via mobile communication to the authorized person's mobile phone number specified in the Application-Offer and/or on paper. The information provided in this way shall automatically become an integral part of the Adhesion Contract, and the Partner shall be entitled to accept new terms, as well as new services and products, by sending appropriate offers to the Bank for acceptance, if required, determined by the Bank.
- 6.12. To place the information and advertising materials on the services provided on the territory of the Partner's building (premises) free of charge.
- 6.13. In case of non-receipt of money to the Account/Partner employee's Accounts intended for payroll crediting within six (6) consecutive months, the Bank shall be entitled to unilaterally transfer such Account and the PC opened to it to another card product using the fees determined by the Bank, without prior notification of the Customer.
- 6.14. To provide bank loan services to the Partner employees at their will and request.
- 6.15. With the Partner's prior consent, to place information about the Partner in all information and advertising materials on lending, prepared for issue after signing of this Adhesion Contract.

7. THE BANK SHALL BE OBLIGED

- 7.1. To produce and issue the PC to the Partner employees, in accordance with the terms of the Adhesion Contract, or to the Attorney acting on the basis of the appropriate powers of attorney issued by the Partner employees.
- 7.2. Not later than the Business Day (with the exception of technical breaks) following the day of receipt of money to the Bank and receipt of duly executed payment documents, to transfer to the Accounts the money received in favor of the Partner employees, in accordance with the payment documents.

8. RESPONSIBILITY OF THE PARTIES

- 8.1. The Parties shall be responsible for non-fulfillment or undue fulfillment of their obligations in accordance with the RoK legislation, as well as the Adhesion Contract.
- 8.2. The Parties shall be released from liability for full or partial non-fulfillment of obligations if it was the result of force majeure circumstances: fire, flood, earthquake and other extraordinary and unavoidable circumstances under these conditions, epidemics, military actions, restrictive measures taken at the level of state bodies (including local executive bodies) - pandemic, quarantine, which directly affected execution of the Adhesion Contract.
- 8.3. The Bank shall be responsible to the Partner for disclosing banking secrets in accordance with the RoK legislation.
- 8.4. The Bank shall not be responsible for:
- the consequences of the Partner's late transfer of the amounts of salaries and other payments due to the Partner employees;
 - the consequences of an untimely written request to the Bank about the need for blocking of the PC lost by the Partner and/or the Partner employee;
 - delay in crediting money for payments to the Accounts in case of incorrect calculation by the Partner of the payments, the cost of Bank services, incorrect indication by the Partner of the Account (as well as, if the Account is closed), the surname and initials of the Partner employee, and the Partner employee's ID.
- 8.5. The Partner shall be responsible for:
- late notification by the Bank of the Partner employee's refusal to receive salary to the PC;
 - non-compliance with the terms and provisions of the Adhesion Contract;
 - damage caused to the Bank, in full extent of the damage caused;
 - late payment of a commission fee to the Bank for crediting money received by the Bank from the Partner by non-cash payment in the amount of 0.1% (zero point one tenth of a percent) of the late paid amount for each day overdue;

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- expenses and legal fees incurred by the Bank as a result of the Partner's actions/omissions and/or due to the Partner's fault.

9. FORCE MAJEURE

9.1. If circumstances occur that prevent or make impossible the full or partial fulfillment by any of the Parties of their obligations under this Adhesion Contract, for a reason beyond the reasonable control of the Party (hereinafter referred to as Force Majeure), including, but not limited to: epidemics, restrictive measures taken at the level of state bodies (including local executive bodies) – pandemics, quarantines, fires, natural disasters, strikes, wars, military operations of any kind, blockades, adoption and/or amendment of legislation, regulations, the deadline for fulfilling obligations under this Adhesion Contract shall be postponed in proportion to the time during which such circumstances apply.

9.2. The Party for which it is impossible to fulfill its obligations under this Adhesion Contract shall be obliged to notify the other Party in writing no later than three (3) business days from the date of the occurrence of force majeure circumstances. Late notification of force majeure circumstances shall deprive the relevant Party of the right to refer to them in the future.

9.3. If force majeure circumstances continue for more than two (2) months in a row, either Party shall be entitled to terminate this Adhesion Contract upon written notification to the other Party and making settlements at least ten (10) business days prior to the termination date.

10. DISPUTE RESOLUTION PROCEDURE

10.1. All disputes and disagreements arising during the execution of the Adhesion Contract shall be resolved through negotiations between the Parties.

10.2. Disputes on which no agreement has been reached shall be subject to resolution at the location of the Bank or its branches at the discretion of the Bank.

10.3. The Parties agree to accept data on transactions on electronic media as evidence in dispute resolution.

10.4. A written notification shall be considered received by the other Party if it is delivered to it against receipt or sent by registered mail (if there is a postal receipt).

11. OTHER TERMS

11.1. Information of a production and commercial nature, correspondence provided by the Parties in connection with the fulfillment of obligations under this Adhesion Contract, shall be strictly confidential.

11.2. The Parties undertake not to provide any partial or complete information on this Adhesion Contract to third parties, except with the prior written consent of the other Party, except in cases stipulated by the legislation of the RoK and this Adhesion Contract.

11.3. If the personal data is received as part of confidential information, the Receiving Party shall be obliged to process it in accordance with the requirements of the RoK Law On Personal Data and their Protection dated 21 May 2013 No. 94-V. The personal data shall be processed by the Parties solely for the purposes and in the ways required for the conclusion and execution of contracts/understandings/agreements by the Parties. The Parties shall ensure the security of personal data during processing, take all required legal, organizational and technical measures to protect personal data from unlawful or accidental access to them, destruction, modification, blocking, copying, provision, dissemination, as well as from other unlawful actions.


11.4. Any amendments and additions to this Adhesion Contract shall be considered valid only if they are made in writing, sealed, issued in the form of appendices or Addenda to this Adhesion Contract and signed by authorized representatives of the Parties. Such appendices or Addenda shall be integral parts of this Adhesion Contract.

11.5. The Parties undertake to immediately notify each other of all changes in the Parties' legal and bank details. A Party that has not notified of such a change shall not be entitled to refer to the fact of non-receipt of funds or correspondence.

11.6. After signing this Adhesion Contract, any prior to the date of conclusion of the Adhesion Contract and related to its subject matter agreements, arrangements, commitments, offers and statements of the Parties, both verbal and written, shall be null and void, if any, between the Parties.

11.7. If any term or provision of this Adhesion Contract is found to be illegal or unenforceable, such condition or provision shall be deemed to be excluded from this Adhesion Contract, and all other terms and provisions shall remain in force.

11.8. This Adhesion Contract shall not create a partnership or other similar legal relationship between the Parties. Both Parties shall be independent contracting Parties and legal entities acting at their own discretion and under their own responsibility.

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11.9. Each of the Parties declares and confirms that, as of the date of signing this Adhesion Contract, it has all the powers to sign and execute this Adhesion Contract.

12. THE TERM OF THE CONTRACT, THE TERMS OF ITS TERMINATION AND AMENDMENT

12.1. The Party that acceded to the Adhesion Contract shall be entitled to demand its termination on the grounds stipulated in paragraph 2 of Article 389 of the CC of the RoK. Termination of the Adhesion Contract shall be performed by submitting an application by the acceding Party by the form established by the Bank. The Adhesion Contract shall be considered terminated only after the Parties have completed full settlements.

Upon termination of the Adhesion Contract:

- the Bank's remuneration paid by the Partner employee for the annual PC maintenance is non-refundable;
- all existing debts to the Bank shall be subject to repayment by the Partner employees and the Partner.

12.2. Amendments to the Adhesion Contract shall be made by the Bank by posting on the Bank website, as well as on stands in operating areas, branches/outlets, the new text of the Adhesion Contract not later than five (5) business days before the date of their entry into force. The Partner shall be obliged to independently find out about changes and additions to the Adhesion Contract in the Bank subdivisions/branches, on the Bank website, if the Partner does not agree with the changes, additions, the Partner shall be entitled to terminate the Adhesion Contract by notifying the Bank not later than the effective date of such changes (additions) to the Adhesion Contract, provided that the Partner has fulfilled all his/her/its obligations to the Bank.

12.3. Amendments to the Adhesion Contract shall be unilaterally introduced by the Bank only in relation to products/services for which there are no restrictions established by the RoK legislation.

12.4. The Partner and any other acceding Party shall be required to read the amendments to the Adhesion Contract; ignorance of the innovations in the Adhesion Contract shall not release the acceding Party from obligations and responsibilities for the execution of the Adhesion Contract. At the same time, the Bank shall make every effort to notify the acceding Party of the changes, new products and services, by all means established by the RoK legislation and the Adhesion Contract (by means of communication - electronic communication, SMS messages, publication on the Bank website, mass media).

12.5. If the Partner fails to provide a notification of disagreement in connection with changes to the Adhesion Contract or fees before the date specified by the Bank for the entry into force of such changes, the Adhesion Contract and tariffs shall be valid/shall apply considering the changes.

12.6. If the Bank provides information to the Partner by Means of Communication, the Partner shall recognize the Means of Communication specified in the Adhesion Contract as sufficient for the Bank to fulfill its obligations to provide information to the Partner in accordance with the provisions of the Adhesion Application-Offers and the Adhesion Contract.

12.7. The Partner agrees that the information received by him/her/it through the Means of Communication shall be equivalent to receiving the relevant documents on paper, certified by the signatures of authorized persons of the Bank and sealed by the Bank.


12.8. The Partner hereby confirms that he/she/it is fully aware that the provision of information by Means of Communication shall not ensure the safe receipt of information by the Partner, and that there shall be a risk of third parties accessing the information. The Partner hereby shall assume all and any risk associated with the use of such forms of information provision, including, but not limited to, the possibility of non-receipt or untimely receipt of information, the possibility of unauthorized access by third parties, including fraudulent actions, unauthorized or improper use of information by unauthorized persons of the Partner or third parties, regardless of the fact that they usually received information on behalf of the Partner using computer equipment, mobile phones, etc. The Partner shall bear all risks associated with the use of such forms of information provision.

12.9. Payment of the Bank commission fee under this Adhesion Contract shall be performed in the amount stipulated by the Adhesion Application-Offer in accordance with the Bank fees.

12.10. The Parties agree to consider confidential the information they exchange in connection with the execution of the Adhesion Contract 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 RoK legislation.

12.11. In everything else that is not stipulated by the Adhesion Contract, the Parties shall be guided by the legislation of the RoK.

12.12. In case of discrepancies between the texts of this Adhesion Contract in the Kazakh and Russian languages, the Parties shall be guided by the text in Russian.

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Adhesion Application-Offer No. _____

Full name of the Partner	_____ 20__ year
BIN/IIN	
BIC	
IIC	
Legal address	
Actual address	
Full name of the first head, IIN	
served by the Branch (main)	
Email address	
Telephone	____+7 (____)____
mobile phone number of the authorized person of the Partner (for sending SMS messages by the Bank)	____+7 (____)____

_____ (*name of the Partner*) we hereby declare and confirm that (1) we read the Eurasian Bank JSC Partner Banking Servicing Contract (The Adhesion Contract) (hereinafter referred to as the Adhesion Contract), developed in accordance with Article 389 of the Civil Code of the Republic of Kazakhstan and published/posted by Eurasian Bank JSC (hereinafter referred to as the Bank) on the Bank website and in the Bank operating areas; (2) we understand and fully agree with the Adhesion Contract and accede to it in full; we express our unconditional and irrevocable consent and undertake to comply with the provisions of the Adhesion Contract and the fees of Eurasian Bank JSC. We are notified that the Adhesion Contract is recognized as a contract, the terms of which are defined by Eurasian Bank JSC in forms and other standard forms and can be accepted by us only by acceding to the proposed Adhesion Contract as a whole.

We accept our obligations under this Adhesion Application-Offer, the Adhesion Contract and undertake to properly fulfill all their terms.

By signing we confirm that all the information provided in this Adhesion Application-Offer is reliable and provided by us on a voluntary basis and on our own initiative.

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

The first head	_____ (Full Name, signature)/Stamp (if any)
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BANK NOTES

Authorized person of the Bank

Signature

Full Name

Stamp

**Appendix No. 2
to the Eurasian Bank JSC Partners Banking Servicing
Contract (the Adhesion Contract)
(Loan Issuance on Request)**


Sample

POWER OF ATTORNEY NO.

city/town of _____,

_____ (date)

By this Power of Attorney _____ (the Partner's name) represented by **Mr./Ms.** _____ (*specify the Full Name of the employee – the first head of the Partner and his/her position*), acting on the basis of the Charter, hereinafter referred to as the Principal, entrusts

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_____ (the Attorney's Full Name, identity card No. _____, issued by _____ dated _____), hereinafter referred to as the Attorney:

According to the Partner employees' lists specified by the Partner in accordance with the terms of the Eurasian Bank JSC Partner Banking Services Contract (the Adhesion Contract) and the Adhesion Application-Offer No. ____ dated ____ 20____ year (*specify the date of conclusion of the Contract*) (hereinafter referred to as the Contract):

to submit to _____ (the branch) of Eurasian Bank JSC (hereinafter referred to as the Bank) on behalf of the Principal, without the right to sign for the Principal, all the required documents for issuing payment cards and to receive the following documents: _____ for subsequent transfer to the Partner employees.

This Power of Attorney shall be valid for three (3) years, with the right of pre-term withdrawal and without the power of substitution. In case of changes, the Principal undertakes to notify the Bank immediately in writing.

I certify the signature of the Principal _____.

Principal:

Full Name

Signature