

**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 1 INTRODUCTION

### Article 1. Principal Provisions

1. These Standard Terms for Banking and Other Services of Eurasian Bank JSC (Adhesion Contract) (hereinafter – the Standard Terms/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, including related persons of the Bank, acceded to the Standard Terms according to p. 4 of the Standard Terms (hereinafter such individuals are referred to as Client, Card Holder, Borrower, Debtor, Depositor, etc. according to the context). The Client in the Standard Terms shall be understood, including the Client's Representative (the Client's legal representative - parents, adoptive parents, guardians, in whose care or dependence the Client is; the Client's Representative (Attorney) is a third person acting on the basis of a notarized power of attorney), who has the right to perform transactions and/or receive banking services/products on behalf of the Client, if it is provided for by the terms of the products and/or the legislation of the RK.

2. Standard Terms define standard terms for provision of banking services to the Client, in accordance with the legislation of the Republic of Kazakhstan (hereinafter - RK) and internal normative documents of the Bank (hereinafter - INDs), establish rights, obligations, responsibilities, as well as other features of legal relations between the Bank and the Client (hereinafter jointly referred to as the “Parties”, and separately as the “Party”), as defined below.

3. The Standard Terms are placed on the Bank website at [www.eubank.kz](http://www.eubank.kz) or can be placed for reading in printed form in the Bank Branches/Outlets.

4. The 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 amount, which is unconditionally agreed by the Client. The Client's accepting of the Standard Terms (acceding to them) is provided by means of submitting and signing by the Client of the appropriate Applications-Offers 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 loan agreements (Bank Loan Agreement/Agreement on credit limit provision/Agreement on provision (opening) of a credit line, Framework Agreement, Application (Loan Application)/Application (Loan Application for Obtaining the Loan Limit), 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.

5. Acceding to the Standard Terms is also provided by means of Client's registration in the RBS System (hereinafter – RBS). The Client is considered to have acceded to the Standard Terms after passing the appropriate verification and establishing the Client's identity (for residents of the RK - by biometric identification), by initiating connection to the RBS and providing the Client with appropriate access to electronic banking services by the Bank.

6. The Bank is a participant in the mandatory deposit insurance system, in witness of which the Bank was granted Certificate No. 015 dated 24 December 2004. Money placed on the Account is subject to mandatory insurance only in cases stipulated by the RK legislation.

Obligations of the Bank to return the balance of money on the Account in case of forced liquidation of the Bank are subject to mandatory deposit insurance in accordance with the RK legislation.

The Kazakhstan Deposit Insurance Fund JSC (“KDIF”) is the organization that provides mandatory deposit insurance. The KDIF pays out the guaranteed compensation through agent banks selected from the preliminary list of agent banks to pay out the guaranteed compensation, in the amount and in accordance with the procedure established by the legislation of the RK and in accordance with the requirements of the KDIF.

In case of changes in the insurance terms due to amendments to the legislation of the RK and amendments made by the KDIF, the Bank is entitled to apply the accepted insurance terms to the Standard Terms.

By acceding to the Standard Terms the Client confirms that he/she is aware if the Bank's participation in the mandatory deposit insurance system, as well as of the form of notification on the terms and procedure of payment of the guaranteed compensation, including the transfer of the unclaimed

compensation amount to the depositor's pension account, which are available on the Bank website (at the following [link](#)).

7. The Bank is entitled to independently expand/change the range (list) of provided services/products. Information on such services/products shall be published on the Bank website and/or notified to the Client via any Communication Channels (including PUSH-notifications, SMS messages) and/or in hard copy. The Client has the right to join the receipt of new services/products by sending relevant applications/transaction request to the Bank for acceptance, if required, determined by the Bank.

8. In accordance with the laws of the RK, the Bank shall collect and process personal data of the Bank Clients, including biometric data recorded on electronic, paper and any other media, using any available data processing technologies (hereinafter - personal data), which it receives in the course of banking and other activities for the purposes reflected in the Application-Consent for collection and processing of personal data. On the basis of the Application-Consent for collection and processing of personal data for the purposes established by the Bank, as the relevant relations between the Bank and the Client arise, including transactions concluded earlier under the Standard Terms, the Bank may distribute, correct in the Bank systems (in case of inconsistency with the data in state databases) personal data of the Client, transfer them to third parties within the framework of the established purposes. The Bank, based on the consent to access personal data in state services provided by the Client through Communication Channels, in the form established by the Bank, shall obtain access through state services to the Client's personal data from state authorities responsible for collection, processing and protection of personal data in order to enable the Bank to collect and process the Client's personal data for provision of banking services/products.

9. By acceding to the Standard Terms, the Client confirms that he/she will not have any claims against the Bank regarding the collection and processing of personal data in the future, provided that the Bank complies with the requirements of the legislation of the RK and the agreements reached between them. The Bank collects and processes personal data on the basis of the Client's consent (Application-Consent for collection and processing of personal data) submitted to the Bank in the form prescribed by the Bank. The Application-Consent for collection and processing of personal data submitted to the Bank evidences the Client's consent to the Bank's collection and processing of his/her personal data in connection with his/her application or use of the Bank services/products. The Client's objections to the processing of personal data required for the Bank to fulfill its obligations and/or the Client's withdrawal of the Application-Consent for collection and processing of personal data may become the basis for the Bank to terminate the fulfillment of the terms of the concluded transactions and/or refuse to provide services/products, perform banking and other operations. The Client may not revoke the Application-Consent to the collection and processing of personal data in cases if it contradicts the legislation of the RK or in the presence of unfulfilled obligations.

10. The Standard Terms and the appendices referred to therein (Applications-Offers, loan agreements and other documents) shall constitute a single legal document within the framework of services rendered by the Bank, be integral parts of each other (unless otherwise specified in the text of the appendix itself) and shall be concluded an unlimited number of times within the framework of the Standard Terms.

11. The Bank and the Client unconditionally agree that the Bank performs services and provides banking products under the Standard Terms on a voluntary basis in compliance with the laws of the RK, INDs and the Fees of the Eurasian Bank JSC (hereinafter – the Fees) 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.

12. The procedure for entering into force of any deals (Application-Offer, Loan Agreement, etc.) is specified in these Standard Terms. The Applications-Offers contain all terms of non-credit products offered by the Bank as of the date of filling in the Application-Offer by the Client; terms of credit products are contained in the respective loan applications. The Client shall choose the products required, offer the Bank to conclude transactions on provision of such products, and the Bank accepts the Application-Offers and/or signs loan agreements, which is further confirmed by the Bank acting and/or signing the respective Application-Offers and/or loan agreements jointly with the Client. In case

the Bank accepts the Applications-Offers, signs loan agreements, all documents signed by the Bank and the Client, including those sent via electronic media, shall be deemed executed in accordance with Article 152 of the Civil Code of the Republic of Kazakhstan (hereinafter - the CC of the RK), i.e., in writing. The Bank shall not be obliged to provide services and bear obligations to the Client until the Bank accepts and/or signs the appendices to the Standard Terms (Applications-Offers, loan agreements and other documents) of the Client, thus the acceptance and/or signing of the above appendices to the Standard Terms shall be performed by the Bank at its own choice in accordance with the requirements of the INDs and the Bank Fees in force as of the date of conclusion of the Standard Terms, and by this acceptance and/or signing the Bank shall express its consent to provide the Client with the respective banking products/services.

13. After concluding these Standard Terms in compliance with the provisions of this Article, 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 RK.

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 and financing the proliferation of weapons of mass destruction, fraud, deception, corruption, etc. The Bank performance standards are focused on preserving and protecting the Bank image in the internal and external markets, 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 Bank Clients 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.

14. The Bank shall be entitled to terminate business relations with the Client by unilaterally withdrawing from execution of the Adhesion Contract in cases, including, but not limited to:

- suspicion that business relations are used by the Client for the purposes of money laundering, financing of terrorism and financing of proliferation of weapons of mass destruction and/or are related to illegal production, trafficking and (or) transit of drugs;
- presence of the Client/Client's Representative, as well as persons related to them, in the sanctions lists/watchlists of the United States of America, the European Union, Switzerland, the Great Britain, Canada and other states;
- transactions of the Client/the Client's Representative have relevant characteristics/are subject to international sanctions;
- the Client's transactions have relevant characteristics/are aimed at circumventing international sanctions;
- in cases stipulated by the legislation of the RK and the INDs on combating legalization (laundering) of proceeds of crime and financing of terrorism;
- on other grounds stipulated by the Law of RK "On Combating Legalization (Laundering) of Proceeds of Crime and Terrorism Financing".

The Bank shall not be responsible for the actions of third parties, including the authorized bodies of countries that imposed the sanctions, for blocking funds within transfers or payments due to non-compliance with the sanction restrictions.

The Bank shall be entitled, upon receipt of a request from a correspondent bank, to provide the necessary materials relating to the Client's transaction (including those containing banking secrecy), if the Bank does not have the requested materials, the Client shall be obliged to provide the requested information within three (3) business days, information and documents.

The Bank shall not be responsible for the actions of the correspondent bank in the following cases:

- return of a payment/transfer remitted by the Client with incorrect bank details;

- withholding fees for the return of the payment/transfer;
- freezing transactions with money and (or) other property, blocking the Client's payment/transfer of money;
- refusal to credit the payment/transfer to the Client's Counterparty.

15. The Bank performance standards in fraud prevention are aimed at preserving and protecting the Bank's reputation and the interests of the Bank Clients, as well as at interacting with the Data Exchange Center for Payment Transactions with Signs of Fraud (hereinafter referred to as the Anti-Fraud Center). The Client, who has acceded to the Standard Terms, unconditionally acknowledges and voluntarily agrees that:

1) in order to prevent cases of involvement of the Bank and its Clients in criminal actions, mechanisms/schemes related to conducting/executing or attempting to conduct/executing operations and transactions with fraudulent signs, as well as the Bank may independently and unilaterally establish criteria by which the Bank Client or a transaction or operation conducted by the Bank Client may be referred to transactions with fraudulent signs, as set forth in the Bank INDs;

2) if the Bank detects the operations specified in subparagraph 1) of this paragraph, these operations shall be recognized as not complying with the terms of the Applications-Offers, Standard Terms, and the Bank shall be entitled to refuse to execute the Client's instruction to carry out such operations on the bank account;

3) in case of detection of payment transactions with signs of fraud, the Bank may refuse to execute or suspend execution of the Client's instruction to conduct transactions on the bank account;

4) in case the Client is included in the Anti-Fraud Center lists, the Bank may block the Client's bank accounts and suspend transactions;

5) in case of detection by the Bank of payment transactions with signs of fraud, as well as in case of inclusion of the Client in the lists of the Anti-Fraud Center, the Adhesion Contract shall be considered terminated by agreement of the Parties, from the date of sending by the Bank of a notice to the Client of such event, through one of the Communication Channels selected by the Bank and/or by other means, not contrary to the legislation of the RK. At the same time, the Bank shall close the Client's bank account independently on the basis of termination of the Adhesion Contract. In case of availability of money on the Client's bank account and in case of impossibility to terminate the Adhesion Contract, the termination shall be performed in accordance with the legislation of the Republic of Kazakhstan.

The Bank may refuse to provide services and/or limit provision of banking services to the Client in accordance with the legislation of the Republic of Kazakhstan and/or the Bank internal procedures.

The Bank shall be entitled to make telephone calls to the Client at the telephone numbers known to the Bank and according to the documents submitted by the Client to the Bank, in order to prevent fraudulent transactions directed against the Client and/or the Bank.

16. In order to comply with the requirements of the legislation of the RK, the Bank INDs, as well as the legitimate interests of the Parties, the Client shall provide the Bank with the documents according to the list established by the Bank. The documents shall be provided before the Bank renders the service, unless otherwise established by the Bank (its authorized bodies), the Parties and/or the legislation of the RK.

## Article 2. Terms and Definitions

17. For the purposes of the Standard Terms, the terms, definitions and abbreviations used, corresponding to the terminology used in the legislation of the RK/banking practice in accordance with the customs of business turnover, as well as, unless otherwise directly follows from the context, have the following meaning:

### General terms and definitions applicable to all Sections of the Standard Terms:

- 1) **Bank** is the Eurasian Bank JSC;
- 2) **biometric data** is the personal data characterizing physiological and biological features of the subject of personal data (the Client), on the basis of which it is possible to establish his/her identity;
- 3) **Annual Effective Rate of Return (AERR)** is an interest rate in reliable, annual, effective, comparable calculation for the Bank services, calculated in accordance with the Rules of the National

- Bank of the Republic of Kazakhstan (hereinafter - the NB RK) on calculation of interest rates in reliable, annual, effective, comparable calculation (real value) for loans and Deposits. AERR shall be specified when disseminating information on the amount of remuneration for services, including its publication; upon verbal and written requests of the Clients; in the Applications-Offers, loan agreements accepted by the Bank. AERR on the Deposit is the real value of money attracted to the Deposit, calculated in comparable (conditional) calculation; it is not used for calculation of interest on the Deposit. AERR on the loan – the Client's payments by the principal debt and interest, commissions and other payments related to the loan issuance and servicing, stipulated by the legislation of the RK;
- 4) **dynamic identification** is a procedure for establishing the Client's identity in order to unambiguously confirm his/her rights to receive electronic banking services by using a single-time (one-time) code (OTP code);
  - 5) **identification** is a procedure for establishing the Client's identity, including by means of OTP code, code-password, Client's biometric data, Client's mobile phone number;
  - 6) **Client** is an individual not engaged in entrepreneurial activity who acceded to the Standard Terms;
  - 7) **Communication Channel** is one of the means of transmission of information between the Client and the Bank: electronic mail (e-mail), postal mail, SMS-texts, PUSH-notifications, messages via messenger, telephone, fax, ATM, IPT, messages on the Bank website in the Internet and other sources, used in the manner and on the terms determined by the Bank the laws of the RK;
  - 8) **Collection of Tariffs** is a set of all current basic (standard) tariffs/rates/fees of the Bank for banking services/operations approved by the authorized collegial body of the Bank;
  - 9) **Tariff/rate/fee** is the price of a banking service/operation for the Client set by the Bank in absolute and/or relative terms;
  - 10) **electronic digital signature (EDS)** is a set of electronic digital symbols created by means of an electronic digital signature and confirming the authenticity of an electronic document, its ownership and invariability of its content;
  - 11) **OTP code (one-time password)** is a temporary secure code sent via SMS/PUSH notification to receive electronic banking services (except for loan agreements, collateral agreements, loan applications and other documents signed by EDS). Used for additional authentication of the Client and confirmation of his/her transactions;
  - 12) **Bank website in the Internet** is the Bank website at [www.eubank.kz](http://www.eubank.kz).

**Terms and definitions applied to the Sections of the Standard Terms related to opening, maintenance of current and savings accounts:**

- 1) **bank account/Account** is a current/savings account opened by the Bank to the Client on the basis of the Application-Offer and Standard Terms;
- 2) **Deposit** is money on the savings account placed on the terms established by the legislation of the RK, the Application-Offer and the Standard Terms;
- 3) **Depositor** is the Client, in whose name and for whose benefit the Deposit is placed;
- 4) **Contributor** is a third person who places the Deposit in the name and for the benefit of the Depositor;
- 5) **interest** is an amount of money accrued by the Bank for the use of money placed on the Account (savings account) at the rate and in accordance with the procedure stipulated in the Application-Offer and Standard Terms;
- 6) **statement** is a document containing information on the Account balance, payments and (or) money transfers and other transactions for a certain period of time, submitted by the Bank on paper or in electronic form. Statement is a type of notification and serves as a sufficient proof of transactions on the Account. Statement provided remotely (via RBS) does not require any additional certification by the Bank;
- 7) **Application-Offer** is Application-Offer for opening a current account, Application-Offer for opening a savings account and placing a bank deposit, Application-Offer for opening a current account/special current account for military personnel and employees of special state bodies, Application-Offer for opening a current account for crediting pensions/benefits and social

payments/alimony, submitted by the Client through available Communication Channels in accordance with the requirements of the legislation of the RK, in hard copy/electronically, on the basis of which Accounts are opened to the Client and services on Accounts, deposits stipulated in the Standard Terms are provided to the Client, and by which the Client accedes to the Standard Terms. Signing by the Client of Application-Offer for opening a current account, Application-Offer for opening a savings account and placing a bank deposit, Application-Offer for opening a current account/special current account for military personnel and employees of special state bodies, Application-Offer for opening a current account for crediting pensions/benefits and social payments/alimony, confirm the Client's adhesion to the Standard Terms and constitute bank account/bank deposit agreements, concluded between the Bank and the Client, accordingly.

#### **Terms and Definitions Applied to the Standard Terms Section on Card Operations:**

- 1) **authorization** is the Bank's permission to make a payment or transfer money using the Card;
- 2) **Card activation** is a procedure of removal by the Bank of the technical restriction on the use of the Card, established by the Bank due to the refusal of authorization, regardless of the available limit or other conditions, by any method chosen by the Bank;
- 3) **ATM** is an electronic-mechanical device allowing the Cardholder to obtain cash and employ other services of the Bank using the Card;
- 4) **bank account/Account** is a current account with the use of the Card, opened by the Bank to the Client on the basis of the Application-Offer and Standard Terms;
- 5) **Card blocking** is full or partial ban for making transactions using the Card;
- 6) **bonus** is a conditional unit granted to the Client in accordance with the Bonus Program Terms at the expense of the Bank funds when the Client performs an activity that meets the requirements of the Bonus Program Terms. Bonuses are accumulated on the special Bonus account of the Client (1 bonus = 1 tenge);
- 7) **bonus account** is a special account of the Client, opened by the Bank which is designated for accounting of crediting/using bonuses;
- 8) **interest** – payment for use of a loan (credit line), identified as a percent of a loan amount per annum payable to the Bank;
- 9) **statement** is a monthly (for the current month), additional statement (for the previous month), additional for each month preceding two (2) last calendar months on the Account, generated by the Bank and, including reflecting the transactions conducted during the expired settlement period, according to the loan agreement and other terms stipulated by these Standard Terms, provided in accordance with the terms of the loan agreement and the Bank Tariffs;
- 10) **payment schedule** is a payment order that stipulates payment of monthly payments under the credit limit;
- 11) **additional Card** is a payment card issued in addition to the basic Card and providing access to the Client's Account within the amount of the established available limit authorized by the Client to the holder of the additional Card. The Client shall be responsible and liable for all transactions conducted by the holder of the additional Card. Additional Card may be issued in the name of a minor to the Account of a parent or other legal representative. The Client and an additional Cardholder who has reached the age of majority shall be jointly and severally liable to the Bank for fulfillment of the requirements of the Standard Terms. An additional Cardholder who has not reached the age of majority can only make transfer transactions through remote channels of other banks and ATMs, payment for goods and services and cash withdrawal (within the available limit authorized by the Client);
- 12) **available limit (available balance)** is the amount of money on the Client's Account with the Bank, including the available credit limit balance, in accordance with the Tariffs, credit agreement concluded between the Client and the Bank, overdraft, blocked amounts of transactions for which the Bank has not received financial confirmations;

13) **Additional Cardholder** is an individual who has the right of full or limited access to the Client's Account by means of an additional Card. The procedure and terms (available limit, transaction limit) for using an additional Card shall be determined by the Client by executing relevant documents at the Bank according to the forms established by the Bank;

14) **monthly payment** is an amount for debt repayment to be paid by the established date during the payment period, determined by the loan agreement and including the principal amount (amount of the conducted transaction), commissions and remuneration accrued by the Bank;

15) **Application-Offer** is an Application-Offer for opening a bank account with the use of a payment card, issue and maintenance of a credit card, an Application-Offer for opening a current account with the use of a payment card, on the basis of which Accounts are opened to the Client, Cards are issued, services on Accounts, Cards are provided, and by means of which the Client accedes to the Standard Terms;

16) **IPT** (information and payment terminal) is an electronic-mechanical device designed for making payments and crediting money to a bank account by depositing cash, receiving information and other banking services in the self-service mode, as well as for drawing up documents confirming the fact of conducting respective operations;

17) **Card** is a payment card issued by the Bank allowing the Cardholder to conduct card transactions. Cards are divided into debit and credit cards (installment card). The Client may choose a Card and register it for use in the mobile payment system;

18) **Client/Cardholder** is an individual who uses the Card in accordance with the Application-Offer and the Standard Terms or performs transactions using the Card. The Client becomes a Cardholder from the day of receipt of the Card or information about its details (for a digital card). The Cardholder shall also mean the holder of an additional Card, unless otherwise expressly defined in the Standard Terms;

19) **verification code** is a code for authentication of the Client, if required, provided to the Client by the Bank;

20) **code word** is a secret word voluntarily defined by the Client when filling in the Application-Offer and used for identification of the Client at his/her verbal address to the Bank;

21) **loan** is a bank loan granted to the Client within the Card credit limit for the purposes and under the terms specified in the loan agreement. The Credit shall be deemed granted (utilized) from the moment of the Client's first debit transaction on the Account/Card using the credit limit;

22) **loan for consumer purposes in installments (installment card/installment)** is a type of loan, where a credit limit is set on the Client's Account with the possibility of its repayment depending on the amount and number of payments established by the loan agreement and the relevant payment schedules (if any);

23) **credit limit** is the maximum amount of financing on the terms allowing the borrower to independently determine the time of receiving the loan within the amount and time specified in the loan agreement. The credit limit shall be deemed granted from the moment of acceptance of the loan agreement, in case of refinancing - from the moment of full repayment of the debt/closing of the Account under the refinanced loan;

24) **credit agreement** is Credit Limit Agreement/Agreement on granting (opening) a credit line, Application (Loan Application for obtaining the Credit Limit)/other agreements (transactions) entered into by the Parties within the framework of and in fulfillment of these Standard Terms, establishing (specifying) the terms and terms of obtaining loans under loan agreements (loan amount, interest rates, terms of use (disbursement), etc.);

25) **Transaction limit** is the amount that the Cardholder may spend for a period of time determined by the Bank and/or the Cardholder himself/herself for certain types of transactions;

26) **grace period (up to 50 days)** is a period from the date of arrears to the end date of the payment period, during which no fee/interest is accrued or charged, provided that the total debt on purchases made outside the partner network and on purchases transferred from the installment scheme to the revolving one, calculated as of the settlement date, repaid before the date of the payment period end.

- The grace period applies to the following transactions: payment for goods and services in trade and service companies, services at service points, including purchases made abroad, Internet purchases;
- 27) **minimum payment** is a part of the total debt to be placed into the Account during the payment period;
- 28) **unauthorized use of the Card** – use of the Card or its data:
- which contravenes the laws of the RK or the requirements to the place of service of the Card during the Authorization;
  - use of the Card in a way that may damage the Bank or payment system reputation;
  - use of the Card or any Card data by third parties without the Client's consent;
  - use of the Card not in accordance with the Standard Terms;
- 29) **unauthorized technical overdraft** - the Client's debt formed due to erroneous/excessive crediting/write-off of the amount to/from the Client's Account(s), including due to incorrect operation of the Bank systems/algorithms and other cases, which resulted in excessive unjustified crediting/reflection of the amount on the Client's Account and subsequent use of this amount by the Client and/or the Bank for execution of encumbrances issued by the Bank or third parties to the Client Account; accounted by the Bank as accounts receivable;
- 30) **non-partner transactions** are transactions made in installments outside the Bank partner network;
- 31) **collateral** is a method of securing performance of the Client's obligations to the Bank under a loan agreement with concluding a collateral(pledge) agreement. The Card and the loan shall be secured by the Insurance deposit and/or guarantee and/or the money balance on any other Client's bank account with the Bank/other banks and/or money placed on the Account and/or money to be received to the Account in the future. Collateral for the credit agreement duration is provided by the Client or other persons (guarantors in rem, guarantors) to the Bank for due fulfillment of the Client's (and additional Cardholder's) obligations to the Bank;
- 32) **total debt (indebtedness)** is an amount including the amount of principal debt, interest for the loan use, the amount of overdue debt (overdue principal debt, overdue interest, other), the amount of fees, penalties and other payments that may be payable by the Client under the loan agreement;
- 33) **transaction (card transaction)** is performance of transactions (debiting/crediting of the Account) by means of the Card or its data, related to making payments, money transfers, receiving cash, currency exchange, debit transactions and replenishments on the Account, and borrowing transactions and (or) other transactions, on the terms determined by the Bank and established by the RK;
- 34) **principal debt** is a part of the Client's total debt, representing the loan amount, including amounts of capitalized fees and other payments, full/partially payable by the Client to the Bank according to the loan terms in a payment period;
- 35) **personal identification number (PIN)** is a secret code assigned to the Card and intended to identify the Cardholder (hereinafter - PIN). Entering a correct (according to the data of the Bank IT systems or payment system) PIN-code is equal to the handwritten signature of the Cardholder and is not subject to disclosure, transfer by the Cardholder in favor of third parties;
- 36) **late payment fee** is forfeit (penalty, fine), fee, paid by the Client to the Bank for incomplete and/or non-payment of the minimum payment during the payment period;
- 37) **payment system (PS)** is a set of software and hardware tools, documentation and organizational and technical measures, ensuring the performance of transactions in accordance with the PS rules/instructions. Under the Standard Terms the PSs are:
- MasterCard Worldwide international payment system;
  - Visa International payment system;
  - others;
- 38) **payment period** is a period during which the Client ensures that money deposited to the Account in the amount of the minimum payment under the loan agreement;
- 39) **Card Use Rules (the Rules)** are the requirements for the Card use and storage by the Client, contained in Article 1 of Section 4 of the Standard Terms;
- 40) **provision of information on card/account movements via SMS messages and PUSH notifications in RBS** is a service provided to Clients - holders of the basic/additional card.

The basic cardholder is notified by SMS-messages to his/her mobile phone number about each Account transaction made with the Card or its details, as well as information about some service transactions related to the Card use, except for Account transactions made via RBS. If PUSH-notifications for RBS are enabled in the mobile device of the basic cardholder, PUSH-notifications on transactions on RBS accounts are sent to the basic cardholder.

The Additional Cardholder is notified of each expense transaction on the Additional Card via Communication Channels, if this service is connected. SMS/PUSH notifications are sent to the Account Holder's mobile phone number;

41) **service provider** is a legal entity, company, individual entrepreneur rendering various services/selling goods in favor of which payments/transfers are made;

42) **overdue principal debt** is a part of the Client's total debt, representing the amount of conducted borrowing operations, including amounts of capitalized fees and other payments, which has not been repaid (paid) by the Client in due time during the payment period, in which this amount was submitted to the Client for repayment;

43) **Card Service Points (CSP)** are trade and service points and other points where Cards are used to purchase goods and services (goods and services may be purchased without presenting a Card, among other things);

44) **card transaction termination** is absence of card transactions within one (1) calendar year from the last card transaction date or their absence;

45) **Providers** - Apple Inc./Google Ireland Limited/Samsung Electronics Co. Ltd./Garmin, etc. Providers provide mobile payment system and are fully responsible for its functioning;

46) **authorized overdraft** is a type of loan granted within the credit limit on the Card, under which the entire amount of the total debt as of the settlement date is subject to monthly repayment;

47) **settlement date** is the last working day of the month in which the debt was incurred and on which the Bank calculates the interest/fee during the respective settlement period;

48) **settlement period** is a period starting from the debt creation date and ending with the settlement date, during which transactions conducted during this period are accounted for;

49) **revolving credit** is a type of loan granted within the credit limit on the Card under the credit agreement. A fixed amount calculated as a percentage of the principal debt as of the settlement date and the Bank accrued interest for the settlement period shall be repaid monthly under this loan;

50) **Mobile phone number + Card connection** is a combination of the mobile phone number registered in the RBS and the Client's Card/Account number. The "Mobile Phone Number + Card" Connection is assigned for the purpose of money transfer. The PS shall register and store the data of the "Mobile Phone Number + Card" Connection and transfer them in real time between the participants of the PS service using the program means of the PS service when the Client's order to transfer money using the beneficiary's identifier is executed in accordance with the security standards;

51) **secret code (CVV2/CVC2)** is a code (one of the Card details) consisting of three digits on the reverse side of the Card issued in the form of a plastic/metal card and/or on the Card issued electronically (digital card), received by the Client in the RBS, which is intended to confirm transactions by entering the secret code, is equal to the handwritten signature of the Cardholder;

52) **slip** is a payment document of an individual entrepreneur or a legal entity accepting Cards to make non-cash payments for payment for goods (works, services) provided to them (hereinafter - the entrepreneur) or the Bank, drawn up on paper when making a payment using a Card;

53) **IVR (Interactive Voice Response)** is voice menu service, through which the Client can receive the Bank services, such as setting a PIN code, requesting the available Account balance, etc. The list of services offered by the Bank through the voice menu service may be expanded/changed at the discretion of the Bank;

54) **Cardholder Support Service (Contact Center)** is the Bank subdivision that receives and processes Client calls, provides information on the Bank products and services, activation, blocking of Cards and other functions determined by the Bank in accordance with the Bank INDs;

55) **security deposit** is the amount, which the Client credits to a separate account with the Bank and which is blocked by the Bank until the loan agreement expiry. The security deposit may be used as collateral;

56) **credit agreement validity period** is the period of time during which the Parties' obligations under the credit agreement are in force until their full fulfillment;

57) **installment period (N)** is the term set by the Bank for payment of purchases in installments. Installment purchases are available for payment transactions for goods/services in the partner network for a default term of six (6) months, but the term may be changed at the Client's initiative, by selecting the appropriate option before the transaction, which is valid for (30) thirty calendar days, according to the product terms and upon payment of the established Bank Tariffs. Purchases in installments are also available for payment transactions for goods/services outside the partner network if the Client initiates the use of such option before the transaction, according to the product terms and upon payment of the established Bank Tariffs. At the same time, the installment period cannot be changed for an already completed purchase/transaction;

58) **mobile payment system** is a system of mobile payments (Apple Pay/Google Pay/Samsung Pay/Garmin Pay, etc.), as well as payment platforms developed and provided by third-party companies - Providers, for making payments with bank cards on a mobile device (smartphone, tablet, smart watch, etc.) supporting the mobile payment system;

59) **technical overdraft (overdraft)** is the Client's debt formed due to the Cardholder's excess of the transaction amounts debited from the Account over the available balance, and in excess of the credit limit amount and/or in case of insufficient credit limit on the Account to conduct transactions according to the product terms; accounted by the Bank as a receivable;

60) **loss of the Card** is loss, theft, withdrawal of the Card, and obtaining information about the Card details, secret code number, magnetic stripe encoding or Card chip data by a third party, including for the purpose of illegal use;

61) **Bonus Program Terms** is the procedure for accrual and use of bonuses under the Bonus Program for the Bank Cardholders, placed on the Bank website in the Internet;

62) **MCC (Merchant Category Code)** is a 4-digit number classifying the type of activity of a trade and service enterprise and used in card transactions during electronic transfer of information on it;

63) **PIN-envelope** is a special sealed envelope issued to the Card/Additional Cardholder containing an insert with the PIN printed on it;

64) **POS-terminal** is a device designed for authorization for payment for goods and services, cash withdrawal, replenishment of the Account with cash, etc.

#### **Terms and definitions applicable to the Retail Lending Section of the Standard Terms:**

1) **loan currency** is the currency in which the Bank provides the borrower with a loan (credit). The name of the loan currency is specified in the loan agreement. The obligations under each loan are fulfilled in the currency of the issued loan;

2) **interest** is a fee for the loan use, determined as a percentage of the loan amount based on the annual amount of money owed to the Bank;

3) **repayment schedule** is an appendix to the loan agreement that reflects the borrower's Full Name and IIN, the amount and currency of the loan; the amount of the interest rate and the AERR for the loan issued; the frequency, method, timing and (or) dates of repayment of loan arrears;

4) **collateral agreements** are pledge agreements (including money pledge agreements), guarantees and other transactions concluded to ensure the fulfillment of the borrower's obligations both on the loan agreement date and in the future, during its validity period;

5) **debt** is the amount of loans received by the borrower under loan agreements and amounts outstanding (unpaid) by the borrower (interest, fees stipulated in the loan agreement and the Bank Tariffs, penalties, etc.) payable by the borrower to the Bank under the loan agreement terms on a specific date;

6) **loan (credit)** is a bank loan/credit (the amount of the principal debt) provided by the Bank to the Client on terms of urgency, payment and repayment for the purchase of a vehicle, real estate, goods,

services, for consumer purposes, for consumer purposes in installments, for refinancing, for the provision of a credit limit on a payment card;

7) **a loan under the Framework Agreement** is a bank loan (credit) (the principal debt amount) provided by the Bank to the Client on terms of urgency, payment and repayment for the purchase of a vehicle, goods, services, for consumer purposes, for consumer purposes in installments, for refinancing, for the provision of a credit limit on a payment card, based on the Bank acceptance of the Application (Loan Application) signed by the borrower, within the amount and term determined by the Bank Lending Policy for this form of lending and the Application (Loan Application);

8) **loan agreement** is the Bank Loan Agreement/Framework Agreement, Application (Loan Application)/other agreements (transactions) concluded by the Parties within and in pursuance of these Standard Terms, establishing (specifying) the terms for obtaining individual loans under credit agreements (loan amount, interest rates, terms of use, etc.), and mortgage loan agreements;

9) **collateral** is a way to ensure that the Client fulfills his/her obligations to the Bank in accordance with the concluded loan agreement.

### **Terms and definitions applied to the Standard Terms Section on the RBS:**

1) **activation/authorization** is a procedure for confirming the Client's registration and gaining access to the RBS;

2) **authentication** is a method of verifying the Client's authenticity using a combination of various parameters, including the generation and input of passwords or authentication features (one-time password generators and biometric identification tools);

3) **Application-Offer for RBS** is an Application-Offer for provision of banking services in the remote banking system (offline), intended to be filled out by the Client, non-resident of the RK on paper, containing the Client's irrevocable offer for acceding to the Standard Terms, for the purpose of subsequent use by the Client, non-resident of the RK of the RBS;

4) **registered phone number/mobile phone number** is the Client's mobile phone number, which is used by the Bank during the Client authentication/identification;

5) **password code** is a sequence of numeric characters known only to the Client, associated with the Client's mobile phone number and used to authorize the Client in the RBS;

6) **mobile device** is a portable electronic device (tablet, smartphone, mobile phone, etc.) that is in the Client personal use and has a mobile connection;

7) **RBS/mobile app** a remote banking system is the Bank a mobile app designed to work on smartphones, tablets and other mobile devices (downloaded from the App Store, Google Play for free) in order to receive electronic banking services;

8) **electronic banking services** are the banking services provided by the Bank to the Client remotely via telecommunications lines, via satellite communication or other types of communication;

9) **electronic document** is the Client's/Bank's document/order/instruction on the transaction, drawn up and transmitted to the Bank/Client electronically in accordance with the Standard Terms, certified by electronic digital signature or in any other way provided for by the RK legislation;

10) **SMS messages/PUSH notifications in the RBS** is informing about the operation on the Account/Card and/or sending messages/notifications with any kind of information;

11) **Liveness** is checking the vividness of the Client's image during biometric identification.

### **Article 3. General provisions**

18. The Standard Terms specify 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 bank Accounts using Cards;
- issuing and servicing debit and credit Cards;
- provision of credit limits on Cards;

- RBS;
- retail lending for all types of bank loans;
- provision of other banking services/products to the Bank Clients.

The provision of safety deposit box storage services, rental of safety deposit boxes (cells) and other banking operations not specified in these Standard Terms is performed by the Bank on the basis of separate agreements and contracts concluded by the Parties in accordance with the RK legislation, the Bank INDs and the Bank Tariffs.

19. All the Standard Terms provisions on current Accounts shall be extended to Card Current Accounts unless specified otherwise in Section 4 Card Operations.

20. All transactions under the Standard Terms are conducted by the Bank on business days (business hours) - the time period during which the Bank serves Clients. Duration of the business day: from 9.00 a.m. to 5.00 p.m. Astana time, daily, except weekends and non-working holidays of the RK, except for transactions related to the use of cash dispensers and other transactions expressly stipulated in these Standard Terms or in the Bank INDs and/or others, including those signed by the Parties. These Standard Terms regulate the issues of transactions that are not regulated by contracts/agreements/statements and other documents signed by the Parties, since the latter specify the specific terms of transactions made on the basis of the Client's offers accepted by the Bank within the Standard Terms.

21. 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.

22. The Bank shall not be liable for unauthorized access to the Client's Accounts/Cards, in case of loss or transfer to third parties of information, containing bank secrecy.

23. The Client agrees to follow security procedures and any other instructions provided by the Bank to the Client regarding information security measures when accessing the Bank information systems, including those posted on the [www.eubank.kz](http://www.eubank.kz) Internet resource.

24. The Bank shall be 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 the RK laws or the Bank INDs. By acceding to these Standard Terms, the Client agrees to submit the documents required by the Bank within the terms and according to the list specified by the Bank.

25. Payment for the services rendered/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 the Bank Fees, 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.

26. The Bank shall be entitled to unilaterally introduce changes and additions to the Tariffs for banking 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 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 fees/Tariffs within the terms determined by the Rules on general terms of conducting bank transactions by placing a relevant notification on the Bank website in the Internet, specifying the date of their coming into force. In other cases, not contemplated in above-mentioned cases of increasing in the fees/Tariffs for services, rendered by the Bank, the increasing in the fees/Tariffs, shall be performed upon agreement with the Client by placing by the Bank of the relevant notification on the Bank website, specifying the date of their coming into force, within the terms determined by the Rules on general terms of conducting bank transactions. In this case the Client shall be entitled to refuse from the Standard Terms and cease to use the Cards or the Account, at that informing the Bank in writing on his/her intent to terminate the Standard Terms without the payment of additional fee for their termination, if such was established by

the Bank and not later than one (1) 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 Standard Terms prior to expiration of the above-mentioned term, the changes and additions to the Bank Tariffs shall be deemed accepted by the Client and shall come into force on the day specified in the Bank notification.

## **SECTION 2 CURRENT ACCOUNT OPENING AND MAINTENANCE**

### **Article 1. Current account opening**

27. The Bank shall open a current account for the Client (hereinafter referred to as the Account) on the basis of the Application-Offer in accordance with the form established by the Bank, taking into account the requirements of the RK legislation, after the Client presents all necessary documents determined by the Bank. If there is no technical possibility of opening a current account remotely, the Client must contact the Bank Branch/Outlet. The Client shall be entitled to open any number of Current Accounts, except cases specified in these Standard Terms and the RK laws. No remuneration shall be paid for the use of the money deposited in the Account.

28. The Bank shall open a special current account for military personnel/employees of special government agencies - a bank account opened by military personnel/employees of special government agencies for crediting housing payments and making payments and (or) transfers for purposes established by the RK legislation.

29. The Bank shall open current accounts in tenge, US dollars, euros, Russian rubles, British pounds, Chinese yuan, Swiss francs, Kyrgyz som and other currencies in accordance with the Bank internal documents. The Account number and currency shall be indicated in the Client's Application-Offer, on the basis of which the Client accedes to the Standard Terms.

30. A special current account for crediting benefits and social benefits shall be opened by the Bank to the Client only in tenge.

31. When making a foreign currency transaction on the Account, a transaction is conducted at the exchange rate set by the Bank at the transaction time.

32. For Accounts in a foreign currency other than US dollars, euros, Russian rubles, British pounds, Chinese yuan, Swiss francs, Kyrgyz som, the Bank established the following special conditions (hereinafter – the special conditions):

- only non-cash transactions are conducted;
- depositing, withdrawing cash through the cash desk of the Bank is not provided;
- when the Account is closed on the basis of the Client's application or independently by the Bank, in cases of termination or refusal to execute the Adhesion Contract, the money remaining in the Client's Account at the Client's direction is transferred to another bank account specified in the relevant Client's application or is issued to the Client in cash in tenge at the exchange rate set by the Bank on the date of the Account closing.

The Client hereby unconditionally agrees to the special conditions established by the Bank in relation to Accounts, opened by the Client in currencies, specified herein of the Standard Terms.

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

34. The Bank shall be entitled to reject the Account opening in compliance with these Standard Terms, RK laws, including the RK Law "On Countering the Legalization (Laundering) of Proceeds from Crime and the Financing of Terrorism", and the Tax Code of the RK (hereinafter – TCRK).

35. The Bank shall be entitled to terminate business relations with the Client by unilaterally canceling the Adhesion Contract in the following cases, including, but not limited to:

- there are suspicions that the business relationship is used by the Client for the purpose of legalizing (laundering) proceeds from crime, financing terrorism and financing the proliferation of weapons of mass destruction and/or related to the illicit production, trafficking and (or) transit of drugs;
- presence of the Client/Client's Representative, as well as persons related to them, in the sanctions lists/watchlists of the United States of America, the European Union, Switzerland, the Great Britain, Canada and other states;
- conducting transactions by the Client that have relevant signs/are subject to international sanctions;

- conducting transactions by the Client that have relevant characteristics/are aimed at circumventing international sanctions;
- in cases stipulated by the legislation of the RK and the INDs on combating legalization (laundering) of proceeds of crime and financing of terrorism;
- on other grounds stipulated by the Law of RK “On Combating Legalization (Laundering) of Proceeds of Crime and Terrorism Financing”.

36. Account may be used by the Client for funds depositing, withdrawal and transfer of funds, taking into account the restrictions, specified in this Article of the Standard Terms. Funds transfer may be provided both to other Accounts of the Client and accounts of other beneficiary (recipient of funds).

37. When opening a special current account for military personnel/employees of special government agencies under a housing benefit agreement concluded between a government agency transferring housing payments to a special current account for military personnel/employees of special government agencies and the Bank, in accordance with the form established by the RK legislation, the Bank shall undertake obligations to accept money coming in favor of the Client, only in the form of housing payments from government agencies, transferring housing payments to a special current account for military personnel/employees of special government agencies.

38. The Bank shall conduct the following transactions on a special current account for military personnel/employees of special government agencies:

- crediting housing payments in tenge to a special current account for military personnel/employees of special government agencies received from the account of a government agency opened in the territorial subdivision of the Treasury Committee of the RK Ministry of Finance;
- non-cash money transfers from a special current account for military personnel/employees of special government agencies in accordance with the following objectives:

- 1) acquisition of ownership of a home, including with installment payments or the use of a mortgage credit (loan);
- 2) payment for a dwelling rental or payment for a dwelling rental with subsequent purchase;
- 3) repayment of a previously received mortgage credit (loan);
- 4) payment of contributions for equity participation in housing construction;
- 5) payment of contributions when participating in a housing and housing construction cooperative;
- 6) replenishment of savings in the form of housing construction savings, which cannot be claimed except for the purpose of improving housing conditions defined by the RK Law “On Housing Construction Savings in the RK”, with the exception of persons dismissed from service;
- 7) improvement of housing conditions in accordance with the RK Law “On Housing Construction Savings in the RK”;

- refund of erroneously credited housing payments from a special current account for military personnel/employees of special government agencies.

Transfer transactions on a special current account for military personnel/employees of special government agencies are conducted by the Bank upon provision by the Client of a document confirming the purpose of using/assigning money stipulated in these Standard Terms. If the documents confirming the purposes do not meet the established requirements or are used for other purposes, the Bank shall be entitled to refuse to conduct a transaction on a special current account for military personnel/employees of special government agencies.

39. Considering the requirements for the purposeful use of housing payments, it is prohibited to conduct the following transactions on a special current account for military personnel/employees of special government agencies:

- 1) cash contribution by the Client and (or) third parties to a special current account for military personnel/employees of special government agencies;
- 2) withdrawal of cash from a special checking account for military personnel/employees of special government agencies;
- 3) withdrawal by the Bank of fees for transactions conducted on a special current account for military personnel/employees of special government agencies at the expense of housing payments credited to a special current account for military personnel/employees of special government agencies;

- 4) non-cash transfers from a special current account for military personnel/employees of special government agencies for other purposes not specified above, stipulated in these Standard Terms.
40. The Client (military personnel/employees of special government agencies) shall be entitled to:
  - 1) accumulate unused housing payments in a personal special account;
  - 2) use housing payments for the intended purpose in any Kazakhstan region, regardless of where they serve.
41. A special current account for military personnel/employees of special government agencies is maintained by the Bank, considering the following:
  - housing payments held in a special current account for military personnel/employees of special government agencies:
  - are not subject to withdrawal to the budget by order of tax authorities;
  - may not be the subject of collateral or other encumbrances on the obligations of the Client or other persons, except for their spending for purposes stipulated by the RK legislation;
  - a special current account for military personnel/employees of special government agencies cannot participate in calculations based on Application-Offers for Deposits and loan agreements;
  - for a special current account for military personnel/employees of special government agencies, the Bank shall not provide the Client with the RBS services, except for account balance tracking;
  - money held in a special current account of military personnel/employees of special government agencies may not be seized, no foreclosure may be imposed, and temporary restriction on the disposal of property is established.
42. Debit transactions on a special current account for military personnel/employees of special government agencies may be conducted by the Client's Representative only on the basis of a notarized power of attorney issued by the Client, in accordance with the procedure stipulated in these Standard Terms and the RK legislation.
43. All transfer transactions on a special current account for military personnel/employees of special government agencies are conducted by the Bank within the limits of the amount available on a special current account for military personnel/employees of special government agencies.
44. The Bank shall not accrue interest on the money balance on a special current account for military personnel/employees of special government agencies of the Client.
45. The Bank shall charge the Client a fee for conducting transactions on a special current account for military personnel/employees of special government agencies and the services provided, in accordance with the Bank Tariffs.
46. In case of exclusion of a serviceman/employee of special government agencies from the lists of military personnel of a unit due to death (decease), recognition of him/her as missing in accordance with the procedure established by the RK legislation or declaration of deceased, the heirs shall be entitled to use housing payments held in a special current account for military personnel/employees of special government agencies for the purposes stipulated by these Standard Terms. At the same time, the special current account of such a serviceman/employee of special government agencies shall be closed after full use of housing payments.
47. Cash withdrawal from the Account is conducted at the cash desks of the Bank Branches and Outlets during business hours.
48. In order to obtain cash from the Account(s) in the amount exceeding KZT 3, 000, 000 (three million tenge), the Client shall notify the Bank in advance of the relevant intention by means of the RBS/Contact Center/by contacting the Bank Branch/Outlet at least three (3) business days in advance. The Client shall be entitled to use the Bank service in the RBS (including for transactions specified in Article 2 of this Section), with the exception of a current Account for obtaining unsecured loan funds and a special current account for military personnel/employees of special government agencies. The procedure and conditions for the provision of this service are specified in Section 6 of these Standard Terms.
49. The Account opening and/or maintenance/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 this third party. The Client unconditionally agrees that in order to prevent

unauthorized access (accesses) of the third party to Client's Accounts, the Bank shall be entitled to keep a copy of the original power of attorney and request for other documents in accordance with the INDs of the Bank. Provision of services on the current Account for receipt of borrowed funds under unsecured loan based on a notarized power of attorney is prohibited. To open and/or to maintain/close the current Account, it is required to register the power of attorney with the Bank. To register the power of attorney with the Bank it is required:

- to ensure personal attendance of the Client's attorney;
- to provide the original power of attorney or a notarized copy thereof to the Bank employee;
- to provide the original identity/digital document of the Client's attorney in accordance with the RK legislation;
- to provide the Client's original identity/digital document in accordance with the RK legislation;
- to provide the Client's contact phone number.

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.

The Bank shall be entitled to refuse service under a power of attorney if there are suspicions about its authenticity or the identity of the person who presented the power of attorney. The Bank shall be entitled to call the Client to confirm that the Client issued a power of attorney and/or to confirm the debit transaction on the Account conducted by the Representative (attorney). In case of unsatisfactory results of the Client identification by phone, to refuse the attorney to conduct a transaction on the Account.

51. 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, except for the special current account for military personnel/employees of special government agencies and current accounts in respect of which these Standard Terms provide for special conditions.

52. When the Client opens an Account, the following services are provided:

- setting a code word to the Card (if required), required for the Client identification 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 when debit transactions are conducted on the Account (when debit transactions are conducted by the Representative (attorney), the Client informs the Representative (attorney) about the access code));
- connecting to SMS-texts/PUSH-notifications – 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.

53. The funds placed on any Accounts of the Client, unless otherwise provided by the RK laws, 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 special current account for military personnel/employees of special government agencies.

54. The Bank notifies tax authorities about opening and closing of the bank Accounts, according to the procedure and within the timeframe set by the RK laws.

55. To open an Account, the Client shall provide the Bank with the information and documents required and sufficient to identify the Client, his Representative, and identify the beneficial owner in order for the Bank to comply with the requirements of the RK Law “On Countering the Legalization (Laundering) of Proceeds from Crime and the Financing of Terrorism”, stipulated by the U.S. Foreign Account Tax Compliance Act, the Convention on Mutual Administrative Assistance in Tax Matters (OECD), information on the beneficial owner to the extent and in accordance with the procedure stipulated by the Bank, documents and information in case of changes in the identification information, the Bank INDs, as well as provide documents and information about the Client's tax residence independently and/or at the request of the Bank.

The Bank shall be entitled to require the Client to provide the documents and information required to perform the functions stipulated by the RK current legislation and the Bank INDs.

In accordance with the RK current legislation, the Bank shall be entitled to refuse to execute the Client's order on the transaction if the Client fails to provide the documents and information required for the Bank to implement the RK current legislation and the Bank INDs.

The Bank shall be entitled to unilaterally terminate the Adhesion Contract in cases and in accordance with the procedure stipulated by the RK current legislation, the Bank INDs.

56. The Bank shall be entitled to unilaterally repudiate the execution of the Adhesion Contract (refuse to conduct a transaction)/demand from the Client compensation for losses caused by violation of obligations/apply to the Client all/any measures stipulated by the RK legislation and the Standard Terms in case of:

- non-submittal by the Client of the information or documents required to identify the Client, its beneficial owner, in order for the Bank to comply with the requirements of the RK Law “On Countering the Legalization (Laundering) of Proceeds from Crime and the Financing of Terrorism”, U.S. Foreign Account Tax Compliance Act, the Convention on Mutual Administrative Assistance in Tax Matters (OECD);
- if the Bank has grounds to assume that transactions with the Client's money and/or other asset are related to the legalization (laundering) of proceeds from crime and/or the financing of terrorism, recognized in accordance with the RK legislation on countering the legalization (laundering) of proceeds from crime and the financing of terrorism, illegal production, trafficking and (or) transit of drugs;
- if the Bank has grounds to assume that the money transaction is related to fraud, deception and other illegal actions in accordance with the RK legislation;
- if the Bank has grounds to assume that the transactions performed on the bank account are related to business activities, notarial activities, legal activities, activities on the implementation of executive documents, activities on the settlement of disputes through mediation, which contradicts the terms of opening and maintaining a bank account opened to the Client.

57. The Bank shall be entitled to terminate business relations with the Client by unilaterally canceling the Adhesion Contract in the following cases, including, but not limited to:

- if the Bank has grounds to assume that transactions with the Client's money and/or other property are related to the legalization (laundering) of proceeds from crime and/or the financing of terrorism, recognized in accordance with the RK legislation on countering the legalization (laundering) of proceeds from crime and the financing of terrorism, illegal production, trafficking and (or) transit of drugs;
- if the Bank has grounds to assume that the money transaction is related to fraud, deception and other illegal actions in accordance with the RK legislation;
- presence of the Client/his Representative, and/or his beneficiary owner, as well as persons related to them, in the sanctions lists/watchlists of the United States of America (hereinafter – the US), the European Union, Switzerland, the Great Britain, Canada and other states;
- transactions of the Client/his Representative have relevant characteristics/are subject to international sanctions;
- other grounds, stipulated by the legislation of the RK and the INDs on combating legalization (laundering) of proceeds of crime and financing of terrorism.

In this case, the Bank shall be entitled to terminate the Adhesion Contract unilaterally, notifying the Client in writing not later than one month before the Adhesion Contract termination date, and if there is a balance of money on the Client's Account (with the exception of accounts intended for crediting benefits, social benefits 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) the voluntary saving pension fund, as well as alimony (money intended for the maintenance of minors and disabled adult children)), transfer the rest of the money to a notary's deposit in accordance with the RK legislation and close the Client's Account.

The Bank shall be entitled to refuse to conclude and/or unilaterally terminate the Adhesion Contract/or refuse to execute the Client's order if the Client and/or his Representative fail to provide the information and documents requested by the Bank in accordance with the Bank INDs.

The Bank shall be entitled to issue a complete or temporary ban on making payments and/or money transfers to the Client's bank account until the verification is completed in accordance with the Bank INDs, if the Bank has grounds to assume that the transactions are related to fraudulent actions, deception and/or if there are factors of illegal production, trafficking and/or transit of drugs.

58. The Client provides the Bank with his/her unconditional consent to disclose information about him/her to the US Internal Revenue Service, including in the event of a change in circumstances that have resulted in one or more signs that give reason to believe that the Client is a US person/resident (green card holder) and if as of the last date of the calendar year, the amount of money (balance) in the Account opened by the Client in the Bank exceeds the amount determined by the U.S. Foreign Account Tax Compliance Act.

59. The Client provides the Bank with his/her unconditional consent to disclose information about him/her in cases stipulated by the Convention on Mutual Administrative Assistance in Tax Matters (OECD).

60. The Bank shall be entitled to close the Client's Account unilaterally, in case:

- 1) absence of money on the Client's bank account for more than one (1) year;
- 2) absence of money movement in the Client's bank account (with the exception of a savings account, accounts intended for crediting benefits, social benefits paid from the state budget and (or) the State Social Insurance Fund, or pensions paid from the state budget and (or) the unified saving pension fund, and (or) voluntary saving pension fund, as well as alimony (money intended for the maintenance of minors and disabled adult children), current account, related to the issuance and servicing of a bank loan and deposit (for the duration of the loan/deposit)) more than one (1) year;
- 3) a special current account for military personnel/employees of special government agencies is closed after the fulfillment of the intended use of funds in full, as well as if there is no money on the account for more than one (1) year.

The Bank sends a notification of the refusal to execute the Adhesion Contract by sending SMS messages, PUSH notifications via SMS or other Communication Channels. If there is no money on the Client's Account, the Bank, upon the expiration of three (3) months from the date of sending the notification to the Client about the refusal to execute the Adhesion Contract, terminates the Adhesion Contract and closes the Client's Account.

Unilateral refusal to execute the Adhesion Contract is not allowed if there is:

- 1) unfulfilled requirements to the bank account, including decisions and (or) orders of authorized state bodies or officials to suspend debit transactions on the Client's bank account, as well as acts of seizure of money held in the Client's bank account, except in cases of closing the bank account due to:
  - absence of money on the Client's bank account for more than one (1) year;
  - liquidation of the Bank in which the Client's bank account is opened;
  - reorganization of the Bank in which the Client's bank account is opened, in case of revocation of the license to open and maintain bank accounts of individuals and legal entities;
  - voluntary reorganization of the Bank in the form of conversion into an Islamic bank in accordance with the procedure stipulated by the Law on Banks and Banking Activities;
- 2) unfulfilled requirements under a foreign exchange agreement providing for export (import) submitted by the Client to the Bank in accordance with the RK foreign exchange legislation, except in cases of closing a bank account in accordance with the RK Law "On Countering the Legalization (Laundering) of Proceeds from Crime and the Financing of Terrorism" and (or) international treaties, ratified by the RK.

If there are unfulfilled requirements under a foreign exchange agreement providing for export (import) submitted by the Client to the Bank, the Bank may close the Client's bank account in the event of the Client's unilateral refusal to execute the Adhesion Contract in accordance with the RK Law "On Countering the Legalization (Laundering) of Proceeds from Crime and the Financing of Terrorism" or international treaties, ratified by the RK.

61. The Parties recognize the fax copy/facsimile of the signature of authorized persons of the Bank and the seal as valid in the documents provided by the Bank to the Client, including: Applications-Offer/Additional Agreements/Additions thereto, other contracts and other documents. The signing of

electronic documents (including an Application-Offer) by the Client in order to receive electronic banking services can be performed with an OTP code using security procedures stipulated by the Bank INDs. The method of signing each individual document is determined in accordance with the requirements established by the RK legislation and the Bank INDs. Confirmation of the Client's entry of the OTP code is stored by the Bank in an electronic (encrypted) format, in accordance with the procedure established by the Bank. The Client has no claims against the Bank on this basis and will not have any in the future.

## **Article 2. Incoming and outgoing funds transfer**

62. 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 RK laws.

63. 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.

64. 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 RK legislation;
- completed using a pencil;
- containing corrections;
- containing the instructions for conducting Transactions, violating the RK laws;
- submitted repeatedly;
- in other cases, stipulated by the RK legislation, the Bank INDs and these Standard Terms;
- if they contradict the RK laws.

The Bank shall return/shall not execute the payment documents/Client's instructions 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.

65. 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 demands or restrictions on the money disposal, obstructing performance of debit transactions;
- 4) stipulated by Article 48-1 of the RK Law "On Banks and Banking Activity in the Republic of Kazakhstan".

66. Money under an erroneous 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 65, shall be performed in favor of the sender.

Money shall not be returned upon expiry of three (3) years from the date of incorrect instruction or unauthorized payment and (or) money transfer.

67. 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 NB RK, the authorized state body.

68. At return of the money the Bank, participating in the money transfer, shall be entitled 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.

69. Money shall be transferred between the accounts opened with the Bank within one (1) operational day.

Considering the Standard Terms and the RK legislation, the Bank shall be entitled to refuse to execute the instruction during the operational day with indication of the reason for refusal, if the requirement to inform is stipulated.

70. International payments and (or) money transfers shall be executed not later than three (3) operational days, following the day when the instructions have been received, in compliance with the requirements, set by the RK currency legislation.

71. To execute the instruction the Client should ensure the money amount, required for the execution, unless otherwise provided by these Standard Terms. 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 permitted overdraft, which is admitted only if the agreement/contract concluded between the Parties is available.

72. 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 these Standard Terms;

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 these Standard Terms;

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 RK legislation and (or) the Standard Terms;

4) in cases, stipulated by the RK Law “On counter-acting legalization (laundering) of criminally obtained incomes, and the financing of terrorism”, the RK Law “On gambling business” or international contracts, ratified by the Republic of Kazakhstan, or stipulated by the agreement with banks non-residents of the RK;

5) in other cases, when the demand for collecting funds from the Account is presented for the Account, designed for crediting benefits and social payments, paid from the state budget, and (or) from the Social Insurance State Fund, financial aid provided in accordance with the RK legislation, housing payments, lump-sum pension payments from the unified saving pension fund for the purpose of improving housing conditions and (or) paying for medical treatment, target assets, payments of target savings from the unified saving pension fund for the purpose of improving housing conditions and (or) paying for education, money on the bank accounts in a housing construction savings bank intended for crediting payments and subsidies in order to pay for rented housing in a private housing fund, money, made on the terms of a notary’s deposit, money held in bank accounts in housing construction savings banks in the form of housing construction savings accumulated through the use of housing payments, in the form of targeted savings payments from the unified saving pension fund for the purpose of improving housing conditions and (or) paying for education, money held in the current account of a private bailiff, intended for storing the collected amounts in favor of the collectors, money held in bank accounts, funds intended for accounting for the money of clients of the investment portfolio manager, for outstanding obligations of this investment portfolio manager, money held in bank accounts intended for accounting for the money of clients of the person performing the functions of a nominee holder, for outstanding obligations of this person performing the functions of a nominee holder, money held in bank accounts for clearing transactions with financial instruments, money, funds held in the bank account of a single operator in the field of public procurement, intended for potential suppliers or providers to deposit money as security measures within the framework of participation in public procurement in accordance with the RK Law “On Public Procurement”, money held in bank accounts with second-tier banks in the form of savings for major repairs of the common property of the condominium facility, with the exception of penalties based on court decisions in cases of non-

fulfillment of obligations under contracts, to be concluded for the purpose of performing capital repairs of the common property of the condominium facility, as well as to a bank account under an educational savings deposit agreement concluded in accordance with the RK Law “On the State Educational Savings System”;

6) in cases where a payment claim for the collection of overdue loan debt is submitted to an Account intended for crediting alimony (money intended for the maintenance of minors and disabled adult children);

7) 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;

8) 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 RK legislation.

Refusal to execution by the Bank of the instruction on the grounds, specified in sub-paragraphs 1) and 8) hereof shall not apply to collection orders, and payment documents, the storage of which is stipulated by the agreement between the money sender and the sender’s bank.

73. 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 Standard Terms, Application-Offer 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 RK legislation to a person whose money he is 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.

74. 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 within the established terms;
  - with future value date;
  - on the basis of which international payments and (or) money transfers are conducted, 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 NBRK.

75. 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.

75. The Bank shall not partially execute the Client's instructions/orders.

At unavailability of insufficiency of the amount of the Client's money, required to execute the instruction, the storage of which is stipulated by the RK legislation or the Standard Terms, the Bank shall accept and keep received instructions within one (1) year.

Instructions/orders 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 RK legislation. The calendar sequence provides for the date and time of receipt of the instruction by the Bank.

77. The orders issued by the Client after the Operational Day hours shall be accepted by the Bank as the order for the next Operational 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 Operational Day hours.

78. The Client hereby confirms and guarantees that he/she accepts all the risks and liabilities arising out of incorrect details in the payment documents. The Bank shall be entitled to make adjustments to payments by crediting or debiting money from the Account without the Client's prior consent, including when making transfers between accounts opened in different currencies. At the same time, the Bank shall not be responsible for losses incurred as a result of these amendments.

79. 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 these Standard Terms;
- 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.

64. By acceding to these Standard Terms, the Client, acting on his/her own behalf and/or through the authorized Representative, provides the Bank with consent to:

- provision of information on payments/transfers/payment documents to law enforcement agencies, authorized bodies, and other government agencies and institutions in cases stipulated by the RK legislation;
- provision of information, data and documents related to payments and transfers in order to comply with the requirements of the RK Law "On Countering the Legalization (Laundering) of Proceeds from Crime and the Financing of Terrorism";
- transmission of information about payment and/or money transfer, when submitting an application to the Bank for payment and/or transfer of a currency transaction, to currency control authorities and law enforcement agencies, in accordance with the requirements of the RK currency legislation, as well as, at the request of the Bank, transmission of other documents and information to the Anti-Fraud Center, in accordance with the RK Law "On payments and payment systems";
- disclosure by the Bank of information on loan and other transactions to Credit Bureau; this consent is specified in the Application-Consent for the collection and processing of personal data in the form established by the Bank;
- receiving information about the Client's mandatory pension contributions to saving pension funds provided by the Government for Citizens State Corporation NCJSC in accordance with the RK legislation;
- providing collection companies with information on overdue loans and the loan agreement terms when transferring the rights of claims under these agreements to them;

- direct debit from the Account of amounts of money erroneously credited to the Account within the framework of the RK legislation;
- direct debit by the Bank from the Account of the amounts owed by the Client to the Bank, including upon the formation of a technical overdraft/unauthorized technical overdraft, and/or on the basis of a payment demand or payment order with copies/originals of supporting documents attached, with the exception of money received by the Client in the form of benefits and social benefits paid from the state budget and (or) the State Social Insurance Fund, alimony (money intended for minors and disabled adult children), housing payments, stipulated by the RK legislation on housing relations, money held in bank accounts in housing construction savings banks in the form of housing construction savings accumulated through the use of housing payments, money deposited on the terms of a notary's deposit, and money held in bank accounts under an educational savings deposit agreement concluded in accordance with the RK legislation on the state educational saving system;
- conversion of money withdrawn by direct debit from the Client's Accounts to repay the debt, including when a technical overdraft/unauthorized technical overdraft is formed, in a currency other than the currency of the debt, technical overdraft/unauthorized technical overdraft, at the current exchange rate set by the Bank as of the date of conversion.

81. The Client shall assume the risks associated with opening, maintenance and closing an Account in a foreign currency, as well as the potential risk associated with compliance with restrictions established by government authorities regarding Accounts opened in a foreign currency and the money held in these Accounts. These restrictions may include, but are not limited to, the introduction of currency controls or currency restrictions, as well as taxes and other mandatory payments that will apply to the money on the Account.

82. If, by the Client's order, a transfer is made from an Account in one currency to Accounts of third parties or the Client in another currency, the Bank shall transfer the money according to the current exchange rate set by the Bank as of the date of the transaction, unless otherwise agreed by the Parties. These transactions are conducted in accordance with the requirements of the RK currency legislation.

83. Payment documents (which do not require the Client's acceptance) from third parties shall be accepted by the Bank for execution and executed without the Client's additional consent, based on decisions of authorized state bodies of the RK, as well as supporting documents of other third parties, on other grounds stipulated by the RK legislation.

84. Execution of the instruction in the form of a payment demand by direct debit of the Client's Account, if there is insufficient money on the Account, is performed as soon as the money is credited to the Account.

The payment demand submitted to the Client's Account shall be executed by direct debit within fifty percent (50%) of the amount of money held on it and (or) of each amount of money subsequently credited to his/her current account, without waiting for the receipt of the entire amount specified in the payment demand. The payment demand shall not be issued for money/shall not be executed at the expense of money held in a special current account for military personnel/employees of special government agencies.

This restriction shall not apply to the money held in the Client's savings account.

At the same time, the amount of money saved on the Client's Current Account should be at least the size of the minimal living standard established for the relevant financial year by the law on the Republican budget (this provision shall come into effect on 24 September 2019).

85. Suspension of transactions 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 RK laws, based on the duly executed documents which have been submitted to the Bank.

86. 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 3 OPENING AND MAINTENANCE OF SAVINGS ACCOUNT FOR DEPOSITS**

87. The Bank shall accept 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). The Deposit shall be considered opened to the Client after the Client deposits the minimum amount/irreducible balance into the savings account (hereinafter referred to as the Account) and concludes the Application-Offer and Standard Terms. The Client shall undertake to deposit the minimum amount/irrevocable balance on the day of signing the Application-Offer before 11:30 p.m. Astana time (regardless of holidays/weekends). In case of non-payment of the minimum amount/irreducible balance to the Account within the prescribed period, the Adhesion Contract shall be considered not concluded, the Bank shall cancel the individual identification code, the Account shall be closed.

88. The Bank shall be entitled to refuse to open an Account in accordance with these Standard Terms, the RK legislation, including in accordance with the RK Law “On Countering the Legalization (Laundering) of Proceeds from Crime and the Financing of Terrorism” and the TC of the RK.

89. Deposits shall be accepted by the Bank on the basis of the Application-Offer by the form established by the Bank. The Deposit terms shall be reflected in the Application-Offer.

90. If the Bank accepts the Depositor’s offer to place Deposits on the basis of several Application-Offers, the Bank shall open the required number of Accounts to the Depositor.

91. The Bank shall be entitled, at its discretion, to create new and cancel previously existing types of Deposits as banking products, in accordance with the Bank INDs, without prejudice to the Depositor who properly fulfills his/her obligations under the terms of the Deposit, the Application-Offer, and the Standard Terms.

92. The Bank shall return the Deposit amount within the time limits set by the Application-Offer and Standard Terms, considering the requirements of the RK legislation on the deposit return terms.

93. The Deposit issue may be suspended on the grounds and in accordance with the procedure stipulated by the RK Law “On Banks and Banking Activities in the Republic of Kazakhstan”, when applying measures to regulate the Bank, classifying it as an insolvent bank, or revoking the Bank license.

94. The Deposit term stipulated by the Application-Offer may be changed when taking actions on regulating the Bank, classifying it as an insolvent bank, pursuant to the RK Law “On Banks and Banking Activity in the Republic of Kazakhstan”.

95. The Depositor shall be entitled to use the Bank remote servicing of the Account. The procedure and terms for provision of electronic services are specified in Section 6 of these Standard Terms.

96. In case of the Deposit seizure by the authorized bodies and/or suspension of debit transactions on the Account in accordance with the RK legislation, interest may be suspended for the duration of the seizure or suspension of transactions, and interest may be accrued on the Deposit at the Demand Deposit rate. After the arrest removal/resumption of debit operations on the Account, the interest accrual established by the Application-Offer may be resumed at the interest rate applicable in the Bank at the time of resumption of this Deposit type in the appropriate currency. If money is collected from the Account by third parties, interest shall be accrued only on the remaining money on the Account at the rate set by the Application-Offer, or the Demand Deposit rate, according to these Standard Terms.

97. The terms and procedure for the Deposit return provided as security for the fulfillment of obligations to the Bank (collateral, coverage, etc.) shall be established in the relevant security agreements concluded by the form established by the Bank.

98. The Deposit transfer to a third party cannot be performed if there is a credit limit on the Card provided against the deposit in accordance with the terms of the loan agreement, the security agreement and other outstanding obligations to the Bank, as well as under the Turbo Deposit Saving.

99. The Turbo Deposit interest shall be paid without interest recalculation and without loss of interest and penalties for the actual placement of money on the savings account at the rate effective at the time of the Deposit termination. If the interest payable on the Turbo Deposit in a foreign currency is less

than 0.01, then this interest shall be paid when the amount of 0.01 is reached. If the Depositor refuses the Turbo Deposit, or the Depositor unilaterally terminates the Application-Offer, or early terminates the Application-Offer and Standard Terms for other reasons, the Bank shall be entitled to withdraw the interest amount overpaid by the Bank to the Depositor from the Deposit amount. All withdrawals of money from the Deposit, stipulated in the Application-Offer and Standard Terms, shall be performed by the Bank by direct debit of the Account without additional acceptance by the Depositor, with which the Depositor unconditionally agrees.

100. Under the Turbo Deposit Saving, in case of early termination of the Application-Offer, Standard Terms, the interest accrued to the Depositor is subject to recalculation for the actual time of Deposit placement at the Demand Deposit rate valid in the Bank at the time of termination of the Application-Offer, Standard Terms. The Bank shall be entitled to withdraw the amount of excessively accrued interest from the Deposit amount, and the remainder of the Deposit shall be returned to the Depositor, unless otherwise specified in the Application-Offer and Standard Terms.

101. The Bank shall be obliged to issue the Turbo Deposit Saving not earlier than thirty (30) calendar days from the date of the Depositor's application for the Deposit return, with the exception of applying on the day (date) of the Deposit expiration under the terms of the Application-Offer and Standard Terms. If the Depositor applies after thirty (30) calendar days from the date of submitting an application for the Deposit refund, the Bank shall issue the Deposit within five (5) business days. Under the Turbo Deposit Saving, if the expiration date of the Application-Offer and the Standard Terms falls on a non-working day (weekend/holiday), then the Deposit amount and payment/capitalization of interest shall be made on the first business day following the non-working day (weekend/holiday). At the same time, the interest for the period from the end of the Turbo Deposit Saving term, until the day of issue (inclusive) shall not be accrued.

102. Unless otherwise specified by the Application-Offer and Standard Terms, in the event of non-demand for interest and the principal amount of the Deposit at the end of the validity period of the Application-Offer and Standard Terms:

- 1) the Application-Offer and the Standard Terms shall be automatically extended for the period specified in the Application-Offer at the interest rate applicable in the Bank at the time of the extension for this Deposit type in the appropriate currency, unless otherwise resolved by the authorized body of the Bank (on termination of this Deposit type);
- 2) the interest rate established from the date of the extension of the Application-Offer and the Standard Terms shall remain in effect until the end of the validity period specified in the extended Application-Offer.

If the Bank resolves to stop accepting this Deposit type, then after the expiration of the extension period, the Deposit shall be considered extended on the terms of the Demand Deposit, except for the cases stipulated in the Application-Offer and the Standard Terms.

103. SMS messages/PUSH notifications sent to the mobile number provided by the Client to the Bank are a notification to the Bank about a debit transaction on the Account, receipt of funds to the Account, in an amount equal to the amount set by the Bank.

The Bank shall not be responsible for non-delivery by the mobile operator of an SMS message sent by the Bank.

**104. The Bank shall be obliged:**

- 1) to open the Account to the Depositor and provide the Deposit accounting;
- 2) to provide security of the Deposit;
- 3) 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 RK laws, with the Depositor's consent; to provide information on availability cash and cash flows on the Account to the Client by phone, considering the requirements for protection against unauthorized access to the Account (using a code word, etc.);
- 4) to conduct transactions on the Account according to the Application-Offer, these Standard Terms and the RK applicable laws;
- 5) to provide statements on each transaction conducted upon the Depositor's demand;

- 6) to return the Deposit with the accrued Interest (for individuals, non-residents of the Republic of Kazakhstan/residents of the Republic of Kazakhstan who are not tax residents in accordance with the tax legislation of the Republic of Kazakhstan, minus the tax withheld at the source of payment, hereinafter referred to as the tax), in accordance with the requirements of the Tax Code of the Republic of Kazakhstan and on the terms established by the Application-Offer, these Standard Terms within five (5) business days from the date of the Depositor's submission of an application for the Deposit return, in free form, considering the specifics set out in paragraph 101 of the Standard Terms;
- 7) if the day of transfer of the accrued interest falls on a day off or a holiday, transfer the interest on the next business day. Under the Turbo Deposit Saving, if the day of transfer of the accrued Interest falls on a non-working day (weekend/holiday), transfer the Interest on the first working day of the Bank following the non-working day (weekend/holiday);
- 8) not to change the interest rate set out in the Application-Offer, except in the case of extension of the Deposit retention period, floating rate, cases stipulated by the legislation of the Republic of Kazakhstan, these Standard Terms and the Application-Offer;
- 9) notify the Depositor by sending a registered letter to the Depositor using the details specified in the Application-Offer, or by sending SMS messages/PUSH notifications, or through other Communication Channels, on the formation of the Deposit amount less than the irreducible balance established by the Application-Offer, not more than fourteen (14) calendar days after the occurrence the specified circumstances;
- 10) to accrue interest from the day following the day of placing the Deposit/additional contribution to the Depositor's account. Under savings deposits, when calculating interest, the year shall be considered to be three hundred and sixty (360) calendar days, month – thirty (30) calendar days. Under term deposits - when calculating with daily interest, the year shall be considered equal to three hundred and sixty-five (365) days, when calculating with monthly interest, the conventional year shall be considered equal to three hundred and sixty-five (365) days, and the conventional month shall be considered equal to thirty (30) calendar days;
- 11) under Deposits opened to individuals, non-residents of the Republic of Kazakhstan/residents of the Republic of Kazakhstan who are not tax residents in accordance with the tax legislation of the Republic of Kazakhstan, to withhold tax and, at the request of such a Depositor, provide an account statement confirming the withholding of tax on the transaction;
- 12) to issue a term deposit or part of it not later than seven (7) calendar days from the date of the Depositor's demand;
- 13) upon the expiration of the deadline stipulated in the Application-Offer, the Bank shall be obliged to issue the Turbo Deposit Saving at the Depositor's first demand.

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

- 1) to demand from the Depositor the information and documents required for opening the Account and operations performed; to collect and process personal data in the presence of an Application-Consent to collection and processing of personal data of the Contributor/Depositor of Money;
- 2) to provide direct debiting of the Client's Account/Accounts, including the Interest accrued on the Deposit, in cases specified by the concluded Application-Offer, Standard Terms, 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 termination), as well as the amount of indebtedness within the deals concluded by the Parties; perform direct debiting from the Account/Accounts of the amounts owed by the Client to the Bank, including during the formation of a technical overdraft stipulated in the concluded Application-Offer, Standard Terms, and the legislation of the Republic of Kazakhstan, and convert the amounts of money withdrawn by direct debit from the Client's Accounts to repay the debt, technical overdraft, in a currency other than the debt currency, technical overdraft, at the current exchange rate, established by the Bank as of the date of the conversion;
- 3) to unilaterally cancel the implementation of the Adhesion Contract/refuse to conduct a transaction:

- in case of non-payment by the Depositor/Contributor the minimum amount/irreducible balance amount to the Account before 11:30 p. m. Astana time of the current day, on the day of signing the Application-Offer;
- in case of absence of money on the Client's Account for more than one year, the Bank shall be entitled to refuse to execute the Application-Offer and close the 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;
- if the Client or his Representative does not provide information and documents required and sufficient to identify the Client, his/her Representative, and identify the beneficial owner in order for the Bank to comply with the requirements of the Law of the Republic of Kazakhstan "On Countering the Legalization (Laundering) of Proceeds from Crime and the Financing of Terrorism", the U.S. Foreign Account Tax Compliance Act, the Convention on Mutual Administrative Assistance in Tax Matters (OECD), information about the beneficial owner to the extent and in accordance with the procedure stipulated by the Bank, documents and information in case of a change in the identification information of the Bank INDs, as well as provide documents and information on the Client's tax residence at the request of the Bank;
- if the Bank has grounds to assume that transactions with the Client's money and/or other assets are related to the legalization (laundering) of proceeds from crime and/or the financing of terrorism, recognized in accordance with the legislation of the Republic of Kazakhstan on countering the legalization (laundering) of proceeds from crime and the financing of terrorism; and/or related to the illegal production, trafficking and (or) transit of drugs.

The Bank shall be entitled to terminate business relations with the Client by unilaterally repudiating the Adhesion Contract in the following cases, including, but not limited to:

- if the Bank has grounds to assume that transactions with the Client's money and (or) other assets are related to the legalization (laundering) of proceeds from crime and/or the financing of terrorism, recognized in accordance with the legislation of the Republic of Kazakhstan on countering the legalization (laundering) of proceeds from crime and the financing of terrorism; and/or related to the illegal production, trafficking and (or) transit of drugs;
- presence of the Client and/or his Representative, and/or his beneficiary owner, as well as persons related to them, in the sanctions lists/watchlists of the United States of America (hereinafter – the USA), the European Union, Switzerland, the Great Britain, Canada and other states;
- transactions of the Client/his Representative have relevant characteristics/are subject to international sanctions;
- other grounds, stipulated by the legislation of the RK and the INDs on combating legalization (laundering) of proceeds of crime and financing of terrorism.

At the same time, the Bank shall be entitled to terminate the Adhesion Contract unilaterally, notifying the Client in advance not later than thirty (30) calendar days before the date of termination of the Adhesion Contract;

- if there is a balance of money on the Client's Account, to transfer the remaining money to the notary's deposit in accordance with the legislation of the RK and close the Client's Account;
- if there is no money on the Client's bank account, upon the expiration of three (3) months from the date of sending the notification to the Client about the refusal to execute the Adhesion Contract, terminate the Adhesion Contract and close the Client's bank account, unless another procedure is stipulated in the Adhesion Contract.

In case of unilateral refusal to execute the Adhesion Contract, the Bank shall pay interest to individuals non-residents of the Republic of Kazakhstan/residents of the Republic of Kazakhstan who are not tax residents, in accordance with the tax legislation of the RK, net of tax as of the date of unilateral refusal to execute the Adhesion Contract, taking into account the interest terms set out in the Application-Offer.

It is not allowed to close a savings account if there is:

- unfulfilled requirements to the bank account or outstanding acts of temporary restriction on the asset disposal, decisions and (or) orders of authorized state bodies and (or) officials on the suspension of

debit transactions on the bank account, as well as acts on the seizure of money held in the Client's bank account, except in cases of Account closing due to the absence of money on the Client's Account for more than one (1) year; liquidation/reorganization of the Bank, in accordance with the legislation of the RK;

- unfulfilled requirements under a foreign exchange agreement providing for export (import) submitted by the Client to the Bank in accordance with the foreign exchange legislation of the RK, except in cases of the Account closing stipulated by the legislation of the RK, including the Law of the RK "On Countering the Legalization (Laundering) of Proceeds from Crime and the Financing of Terrorism";

4) to change the interest rate on the Deposit in case of extension of the Deposit retention period, in case of establishment of a floating interest rate, as well as in cases stipulated by the legislation of the Republic of Kazakhstan, these Standard Terms and the Application-Offer;

5) notify Depositors at least three (3) calendar days in advance, in the event of a change in the interest rate for a certain Deposit type towards its reduction, through Communication Channels or by placing an announcement in the Bank Branches/Outlets and/or on the Bank website in the Internet, at its discretion, with the new rate interest applied for extension of the Application-Offer for this Deposit type;

6) in case of formation of the Account amount less than the established minimum amount/irreducible Deposit balance, to accrue interest on the Deposit at the Demand Deposit rate, from the expiration date of fourteen (14) calendar days from the date the Bank sends the relevant notification to the Depositor, until the date the Depositor places the required amount before the Account amount is not less than the minimum amount/the irreducible balance;

7) when opening an Account, to provide the Client with the following types of services:

- setting a code word for the Card (if required), used to identify the Client when contacting the Contact Center to receive information on his/her Account by phone;

- setting the Account access code required for additional protection of the Client's Accounts when conducting debit transactions on the Account (when debit transactions are conducted by the Representative (Attorney) the access code is communicated to the Representative (Attorney) by the Client);

- connection to SMS messages/PUSH notifications is required for the Client to receive notifications to the mobile phone when performing debit transactions on the Account, when money is credited to the Account. The Client shall be entitled to refuse to set the Account access code, as well as to disable this service by submitting an application by the form established by the Bank.

The Client shall be entitled to refuse to set the Account access code, as well as to disable this service by submitting an application by the form established by the Bank.

#### **106. The Depositor shall be obliged:**

1) to open an Account, provide the Bank Branch/Outlet with the information and documents required to identify the Client, his beneficial owner, in order for the Bank to comply with the requirements of the Law of the Republic of Kazakhstan "On Countering the Legalization (Laundering) of Proceeds from Crime and the Financing of Terrorism", stipulated by the U.S. Foreign Account Tax Compliance Act, the Convention on Mutual Administrative Assistance in Tax Matters (OECD) and the Bank INDs, as well as provide, at the request of the Bank, documents and information confirming the Client's tax residence;

2) to conduct transactions on the Account in accordance with the current legislation of the Republic of Kazakhstan, the terms of the concluded Application-Offer and these Standard Terms;

3) to pay for the Bank services according to the Tariffs in effect at the time of the transaction. Accrued interest may be withdrawn according to the terms and Tariffs set by the Bank for current accounts and accounts using a payment card;

4) not to use the Account for the purposes of business, advocacy, private notarial activities, as well as the activities of a private bailiff, a peasant farm, or a professional mediator. Otherwise, the Depositor shall reimburse the Bank for all/any losses incurred by the Bank related to the violation of this obligation, which the Bank shall be entitled to recover by direct debit of the bank account;

- 5) if an amount of less than the minimum amount/irreducible balance established by the Application-Offer is formed on the Deposit, within fourteen (14) calendar days from the date of sending the relevant notification to the Bank, to replenish the required Deposit amount until the amount of at least the minimum amount/irreducible balance established by the Application-Offer;
- 6) to place in cash and/or non-cash the Deposit amount of at least the minimum amount/irreducible balance of the Deposit specified in the Application-Offer to the Account on the day of signing/concluding the Application-Offer and opening the Deposit;
- 7) when opening a Deposit, to place money into the Account during the current calendar day before 11:30 p. m. Astana time. In case of failure to place money into the Account before the specified time, the Adhesion Contract shall be considered not concluded, the Bank shall cancel the individual identification code, and the Account shall be closed. If the amount transferred to the Account is less than the minimum amount/irreducible balance specified in the Application-Offer, the Deposit interest shall be calculated at the Demand Deposit rate;
- 8) not to violate the terms of the minimum amount/irreducible Deposit balance. If the Depositor has not transferred the Deposit amount to the Account in a timely manner or the transferred amount less than the Deposit amount specified in the Application-Offer, the interest shall be calculated at the Demand Deposit rate. If the amount transferred is more than the amount specified in the Application-Offer, the amount actually credited to the Account shall be considered the Deposit amount. In this case, an additional agreement/addendum to the Application-Offer shall be concluded;
- 9) to inform the Bank in writing about changes in the address, phone numbers and other changes that may affect the execution of the Application-Offer and the Standard Terms;
- 10) in case of cash withdrawal from Accounts in the amount exceeding KZT 3,000,000 (three million tenge), to notify the Bank in advance, within at least three (3) business days.

**107. The Depositor shall be entitled:**

- 1) to receive the information on the Account status (the Account statements);
- 2) to manage the Deposit according to the terms of the concluded Application-Offer and the Standard Terms;
- 3) 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;
- 4) 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 Application-Offer and these Standard Terms;
- 5) to receive SMS-messages/PUSH-notifications on debit transactions, when funds are credited to the Account (in the amount, set by the Bank);
- 6) to re-register the Deposit in the name of the third party without loss of accumulated interest, on the basis of the relevant request/application by the form established by the Bank, in case it is stipulated by the product terms. 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 to the Application-Offer and the Standard Terms. 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 Application-Offer and other outstanding obligations of the Depositor to the Bank, under the Turbo Saving Deposit;
- 7) 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 a notarized copy of the 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 keep a copy of the original power of attorney and request for other documents, in accordance with the Bank's INDs.

To open and/or maintain/close the Account it is required to register the power of attorney with the Bank. To register the power of attorney with the Bank it is required:

- to ensure personal attendance of the Client's attorney;
- to provide the original power of attorney or a notarized copy thereof to the Bank employee;

- to provide the original identity/digital document of the Client's attorney in accordance with the RK legislation;
- to provide the Client's original identity/digital document in accordance with the RK legislation;
- to provide the Client's contact phone number.

The Bank shall be entitled to refuse service under a power of attorney if there are grounds to doubt its authenticity or the identity of the person who presented the power of attorney, and also shall be entitled to call the Depositor to confirm the issuance of the power of attorney by the Depositor and/or to confirm the Deposit transaction conducted by the attorney (in case of unsatisfactory results of identification of the Depositor by phone - to refuse the attorney to conduct the transaction on the Deposit). A power of attorney is not required for individuals authorized to open Accounts in accordance with the legislation of the Republic of Kazakhstan – parents and/or other legal representatives;

8) to conduct a debit transaction (including by a power of attorney) on the Account in the amount of more than 50, 000 (fifty thousand) US Dollars (or in equivalent in another currency) within two (2) business days after the Depositor/attorney submits an application for withdrawal of money, by the form established by the Bank, according to the terms established by the Application-Offer, taking into account the requirements of the legislation of the Republic of Kazakhstan on the terms of return of Deposits;

9) under the Deposit of individual Clients, non-residents of the Republic of Kazakhstan/residents of the Republic of Kazakhstan who are not tax residents in accordance with the tax legislation of the Republic of Kazakhstan, to receive an account statement confirming the withheld tax upon the transaction;

10) to early terminate the Application-Offer and the Standard Terms and receive the Deposit amount and interest amount to the extent, terms and conditions stipulated by the Application-Offer and the Standard Terms (while the amount of overpaid/capitalized interest shall be deducted from the Deposit amount). Individuals, non-residents of the Republic of Kazakhstan/residents of the Republic of Kazakhstan who are not tax residents in accordance with the tax legislation of the Republic of Kazakhstan shall receive interest after deduction of tax, in accordance with the requirements of the Tax Code of the Republic of Kazakhstan.

#### **108. Liabilities of the Parties:**

1) in case of breach of the terms of the Application-Offer and these Standard Terms, 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;

2) 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.

#### **Other terms:**

1) the Application-Offer shall come into force from the date of receipt of the Deposit amount to the Account;

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

3) signature/upon registration in electronic form - the Depositor's OTP code in the Application-Offer confirms that the Depositor has read and agrees to the terms of the Standard Terms, the Application-Offer, Tariffs, interest;

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

5) the Depositor hereby agrees to receipt of advertisements from the Bank by any Communication Channels;

6) 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 U.S. Foreign Account Tax Compliance Act;

7) The Client provides the Bank with his/her unconditional consent to disclose information about him/her in cases stipulated by the Convention on Mutual Administrative Assistance in Tax Matters (OECD);

8) the Interest shall be accrued for the actual period of the Deposit retention based on the rate specified in the Application-Offer. Under the Turbo Deposit Saving, the interest shall not be accrued for the period from the date of expiration of the Deposit until the date of issue of the last one (inclusive);

9) the Account operations shall be recorded in the Account statements provided by the Bank;

10) 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;

11) the validity period of these Standard Terms, the Application-Offer 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/residents of the Republic of Kazakhstan, who are not tax residents in accordance with the tax legislation of the RK, net of the Tax), in compliance with the Application-Offer, the Standard Terms conditions, the applicable laws of the RK;
- early withdrawal by the Depositor of the minimum amount/irreducible balance of the Deposit;
- untimely depositing of the initial amount by the Depositor before the formation of the minimum amount/irreducible balance of the Deposit, established by Application-Offer;

12) 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;

13) all issues not covered in the Application-Offer and these Standard Terms shall be governed by the applicable laws of the Republic of Kazakhstan;

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

109. The Parties shall recognize the fax copy/facsimile of the signature of the authorized person of the Bank and the seal as valid in the documents provided by the Bank to the Client, including: Applications-Offers/additional agreements/additions thereto, other contracts and other documents. The signing of electronic documents (including the Application-Offer) by the Client in order to receive electronic banking services can be performed with an OTP code using security procedures stipulated by the Bank INDs. The method of signing each individual document shall be determined in accordance with the requirements established by the legislation of the Republic of Kazakhstan and the Bank INDs. Confirmation of the Depositor's entry of the OTP code shall be stored by the Bank in an electronic (encrypted) format, in accordance with the procedure established by the Bank. The Depositor has no claims against the Bank on this basis and will not have any in the future.

110. Special terms of the Turbo Deposit Kazpost deposit at the servicing place:

- place of the deposit registration - Kazpost JSC;
- place of the deposit replenishment - Kazpost JSC/Eurasian Bank JSC;
- the Deposit withdrawal/closing/servicing by the power of attorney/Deposit renewal/other operations – via Eurasian Bank JSC.

## **SECTION 4. CARD OPERATIONS**

### **Article 1. Card Use Rules**

111. The Bank shall give out the Card issued in the plastic/metal form directly to the Client or to the additional Cardholder (if the Card and the additional Card shall be issued to a minor or a person recognized as legally incompetent or with limited legal capacity). All Cards issued in accordance with the Standard Terms and the Application-Offer are the Bank property, are given to the Client for

temporary use, and are subject to return by the Client to the Bank upon the Bank's first demand. The transfer of the Card by its holder to another holder or to third parties is not allowed, except in cases when the Card and the additional Card are issued to a minor or a person recognized as legally incompetent or with limited legal capacity. In this case, it is possible to issue the Card and an additional Card to the legal representative of a minor/person recognized as legally incompetent or with limited legal capacity on the basis of supporting documents, in accordance with the legislation of the Republic of Kazakhstan.

112. The Bank issues and gives out the Card issued in the form of a plastic Card within ten (10) business days; Cards issued from metal - within thirty (30) business days from the date of the Client's submission of the Application for the issue of the Card and payment of a fee to the Bank in accordance with the Bank Tariffs. A Card issued in the form of a plastic Card is issued by the Bank upon payment of a fee by the Client (if any) in accordance with the Bank Tariffs.

113. The Bank shall reserve the right to limit the issue of Cards within a single banking product, setting the rule: one (1) card product = one (1) Card. The Bank shall be entitled to limit the total number of basic and additional Cards (debit, credit) issued in the name of one Client to not more than five (5).

114. The Bank shall not issue Cards remotely (without personal presence) to non-resident or stateless Clients in accordance with the Bank internal documents.

115. The Client agrees that the Bank shall be entitled not to issue, issue, or service the Card (reissue, block, or conduct Card transactions) under a notarized power of attorney.

116. If no salary has been received into the Salary Card Account within the last six (6) months, the Bank shall be entitled to unilaterally transfer such Account and Card to another card product using Tariffs determined by the Bank, without prior notification to the Client.

117. The Client shall be obliged to notify the Bank in writing thirty (30) calendar days before the expiration date of the Card, in case of refusal to use the Card. In the absence of notification within the prescribed period, the Bank shall be entitled to reissue the Card and charge fees according to the Bank Tariffs, with which the Client unconditionally agrees.

118. The Bank shall open an Account and issue a Card in electronic form from the date of the Client's submission of the Application-Offer in the RBS/Bank Branch/Outlet/Bank website (with the exception of debit cards), and payment to the Bank a fee for servicing the Card in accordance with the Bank Tariffs. The Client can receive information about the details of the Card issued in electronic form from the RBS. The Bank shall be entitled to issue a plastic Card instead of a Card issued electronically (digital card) on the basis of an application submitted by the Client (Account holder) in the RBS. The Card issued electronically shall be automatically closed after the activation of the plastic Card. When issuing the plastic Card, instead of the Card issued electronically (digital card), the Card number shall remain the same, and the expiration date and secret code shall change.

119. If the Client who ordered the plastic Card has not received it within three (3) months from the date of issuing the Card, the Bank shall be entitled to cancel and destroy the plastic card without notifying the Client.

120. The Bank issues two (2) types of multicurrency cards. When issuing the multicurrency card first type, the Bank may open additional accounts (sub-accounts) in US Dollars and euros to the Account opened in tenge.

121. When conducting a transaction, the transaction amount shall be debited first from the account opened in the transaction currency; in case of insufficient funds, the money shall be debited in the following order:

Transaction currency	Money debiting order
KZT	KZT > USD > EUR
USD	USD > KZT > EUR
EUR	EUR > KZT > USD

At the same time, accounting and repayment of the technical overdraft/unauthorized technical overdraft, as well as the interest and penalties for the technical overdraft/unauthorized technical overdraft, in accordance with the Bank Tariffs, are made in tenge (in case of insufficient amount on the basic Account, repayment of the technical overdraft/unauthorized technical overdraft, as well as the interest and penalties (if any), is performed in accordance with the above procedure).

When issuing a second (different) type of the multicurrency card, the Bank may open additional accounts in US Dollars, euros, Russian rubles, British pounds, UAE dirhams, Turkish lira and yuan to the Account opened in tenge.

When conducting a transaction, the transaction amount is debited first from the account opened in the transaction currency, in case of insufficient funds in this account, the money is debited in the following order:

Transaction currency	Money debiting order
KZT	KZT > USD > EUR > RUB > GBP > CNY>AED> TRY
USD	USD > KZT > EUR> RUB > GBP > CNY>AED> TRY
EUR	EUR > KZT > USD > RUB > GBP > CNY>AED> TRY
RUB	RUB > KZT > USD > EUR > GBP > CNY >AED> TRY
GBP	GBP > KZT > USD > EUR > RUB > CNY>AED> TRY
CNY	CNY > KZT > USD > EUR > RUB > GBP>AED> TRY
AED	AED> KZT> USD> EUR> RUB> GBP> CNY > TRY
TRY	TRY> KZT> USD> EUR> RUB> GBP> CNY > AED

If there is no additional account (subaccount) in the currency of the transaction, the settlement shall be performed using the settlement currency, which may be the US Dollar or euro. The amount of the technical overdraft/unauthorized technical overdraft shall be recorded in the account of the transaction currency. When processing a financial document, funds are debited from the Card accounts in the following order:

- own funds on the account selected for authorization;
- own funds on other Card accounts pursuant to the established currency conversion priorities.

The funds are converted based on the specified type and currency exchange rate of the Bank as of the date of debiting funds.

Repayment of arrears on the amount of a technical overdraft/unauthorized technical overdraft, including remuneration for its occurrence, forfeiture (fines, penalties), if stipulated by the Bank Tariffs, shall be performed automatically upon replenishment of any of the Card accounts. Remuneration (if any) shall be charged for the outstanding amount of the technical overdraft/unauthorized technical overdraft upon the transfer of funds to one of the Card accounts. Technical overdraft/unauthorized technical overdraft shall be subject to repayment by the Client within three (3) business days from the date of notification, including remuneration for its occurrence.

122. The Bank shall notify the Client of the occurrence of a technical overdraft/unauthorized technical overdraft in one of the ways, at the discretion of the Bank: by SMS/PUSH notification, automated telephony, call, written notification and other means.

123. The Client shall be considered to have been duly informed by the Bank about the services rendered by the Bank not later than fifteen (15) calendar days prior to the entry into force of the specified changes, as well as about changes in the Bank Tariffs (except for restrictions established by the legislation of the Republic of Kazakhstan) within the time limits set by the Rules on the General Terms of Banking Operations, in the case of posting of such information on the Bank website, in the Bank Branches/Outlets, as well as if other terms are not specified in the Standard Terms. The Client understands and unconditionally agrees that the Bank obligation is limited only to timely informing in these ways; the Client shall be obliged to independently read all required information and maintain

contact with the Bank. Information on the Tariff service fee charged by the Bank shall be provided to the Client upon request and when providing payment services via the Bank website. At the same time, the Client certainly agrees with the possibility of the Bank Tariffs revision in accordance with the procedure stipulated in the Standard Terms, the loan agreement, and the Application-Offer.

124. The Account shall be closed if there are no Client transactions (movements) on the Account within one (1) calendar year in accordance with the legislation of the Republic of Kazakhstan and the approved Bank Tariffs.

125. Upon the Client's written request, the Bank may issue an additional Card to third parties. The Client shall be responsible for all transactions conducted using additional cards, including by third parties, as well as for the repayment of the total debt on the Account, for losses/damages, etc. caused to the Bank. Losses incurred due to the fault of the holders of additional Cards shall be deducted from the Client's Account.

126. The Bank shall charge remuneration, fees and other payment amounts from the Client's Account in accordance with the Standard Terms, the Loan agreement and the Bank Tariffs effective on the date of the transaction. By signing the loan agreement, the borrower shall accede to these Standard Terms and give the Bank the right to charge all payments from the Account, as well as losses caused to the Bank by cardholders/additional Cardholders. This order shall be the Client's obligation and cannot be withdrawn unilaterally. The specified amounts shall be collected by direct debit of the Client's Account by the Bank. If there is no money on the Account, the amounts owed under the Standard Terms, loan agreement, and Tariffs shall be collected by the Bank from other bank accounts of the Client, by direct debit and/or based on payment demands. By acceding to the Standard Terms, the Client shall provide the Bank with direct, unconditional and irrevocable consent to withholding the specified amounts, including those expressed in relevant contracts/agreements and other related documents.

127. By signing the loan agreement/Application-Offer, the Client confirms that he/she is the owner of the money placed on the Account and credited to the Account, and the sources of money credited to the Account are legitimate.

128. Placing the money to the Account by third parties shall be allowed, unless otherwise established by the legislation of the Republic of Kazakhstan.

129. All transactions conducted using the additional Card by its holder shall be considered to have been performed by the Client.

130. In order for the Client to start debit transactions using the Card, the Client must activate the Card. The Card is activated by setting a PIN code. The activation of a plastic Card issued in place of a Card issued electronically (digital card) takes place through the RBS.

131. Before conducting a money transfer transaction using the Card in favor of a third party, the Cardholder must read the information about:

- 1) potential risks associated with fraudulent actions of third parties;
- 2) risks associated with making money transfers under the influence (at the request of) third parties, including those posing as employees of government, law enforcement agencies or banks;
- 3) the possibility of canceling the transaction and refunding the money on the initiative (by decision) of the money recipient or by a court decision. A card issued in the form of a plastic/metal card, including an additional Card, may be transferred to the Cardholder/additional Cardholder (only if he/she reaches the age of majority) by registered mail to the residential address indicated by the Cardholder/additional Cardholder in the Application-Offer or by issuing the Cardholder/Cardholder upon his/her arrival at the Bank in person, or transferred in another way agreed by the Bank with the Cardholder/additional Cardholder. If the holder of the additional Card has not reached the age of majority, the Card shall be issued to the Account holder.

132. The PIN code of a Card issued in the form of a plastic/metal card, including of an additional Card, can be transferred to the Cardholder/additional Cardholder (only if he/she reaches the age of majority) upon his/her personal addressing the Bank (PIN envelope is issued in exceptional cases), or set by the Cardholder/additional Cardholder independently using one of the two methods established by the Bank:

- 1) via the Interactive Voice Response (IVR);

2) via the RBS.

If the Additional Cardholder is under the age of majority, the PIN-envelope shall be issued to the Account holder.

133. To the relations on opening, closing and maintenance of the bank Accounts for card transactions, Card issuance and servicing, in addition to the legislation of the Republic of Kazakhstan and to the extent not contradicting it, the rules of international payment systems, international banking practice, business practices, and the Bank INDs shall apply. In case of any conflict between the rules of international payment systems and these Standard Terms, and/or the loan agreement/Application-Offer and/or other agreements, the relevant rules of international payment systems shall apply.

134. If at the Client's order a transfer is made from the Account in one currency to another currency Accounts of third parties or the Client, the Bank shall transfer money with its conversion at the current exchange rate set by the Bank as of the date of the transaction, unless otherwise agreed by the Parties. These transactions shall be conducted in accordance with the requirements of the currency legislation of the Republic of Kazakhstan.

135. It is prohibited to transfer the Card and additional Card to a third party for use and/or pledge, except for cases when the Card and additional Card are issued to a minor or a person recognized as incapable. In this case, the Card and additional Card may be issued to the legal representative of the minor/person recognized as incapable on the basis of supporting documents, in accordance with the laws of the Republic of Kazakhstan.

136. A Card presented by an unauthorized person (a person who is not a Cardholder) is subject to withdrawal.

137. If the Cardholder has forgotten the PIN, he/she may apply to the Bank to change and receive a new PIN code.

138. The Bank ensures servicing of the Card through uninterrupted functioning of systems and electronic devices (including the ATM and IPT) over which it has direct control, and undertakes to take all possible measures to restore servicing in case of its suspension for reasons beyond the control of the Bank.

139. The Bank shall not be liable for the actions of the entrepreneur's employees (cashiers) who failed or made mistakes when conducting card transactions, in particular, if the cashier failed to identify the Cardholder and verify his/her signature on the payment document and/or identity document.

140. To conduct card transactions, the Cardholder shall present the Card issued as a plastic/metal/digital card to the cashier of the entrepreneur or a cash withdrawal point, or perform actions with the help of an ATM/another electronic device in self-service mode, or conduct card transactions in any other way, using the Card details.

141. The cashier shall be entitled to demand from the holder of the Card issued in the form of a plastic/metal/digital card a document proving his/her identity (including a digital document in accordance with the laws of the Republic of Kazakhstan). In the absence of such a document, the cashier shall be entitled to refuse the Cardholder in conducting the transaction.

142. By acceding to the Standard Terms, the Client unconditionally agrees that all transactions made with the use of electronic devices (including ATMs and IPTs) and confirmed by typing the PIN/3D-Secure code shall be considered by the Parties as transactions made by the Cardholder. Therefore, each fact of entering the correct PIN/3D-Secure code and/or putting a signature on slips and checks shall be a confirmation of the Cardholder's (additional Cardholder's) direct consent to withdraw money from the Account for a Card Transaction.

143. The Cardholder shall be obliged to keep at least six (6) months all documents on card transactions and submit them:

- to the Bank, at its request, for settlement of disputable issues;
- tax and customs authorities, as well as other authorized state bodies as a justification of the legality of receiving money and their spending;
- in other cases, stipulated by the legislation of the Republic of Kazakhstan.

144. For prompt resolution of disputable situations with the Client, the Bank may request from the Client-a foreign citizen opening the main Card a document confirming his/her activity in the territory of the

Republic of Kazakhstan (employment contract with a legal entity registered in the Republic of Kazakhstan or confirmation of training in a higher educational institution of the Republic of Kazakhstan).

145. The 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.).

146. 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 Tariffs).

147. The Bank shall not accrue a bonus at conducting transactions using the Card for transactions specified in the Bonus Program Terms.

The Client, having acceded to the Standard Terms, also accedes to the Bonus Program Terms posted on the Bank website.

148. The 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 conducted before the Card is blocked.

149. The verbal demand, at the discretion of the Bank, shall be confirmed by a subsequent written statement of the Cardholder submitted to the Bank within two (2) business days from the date of the verbal demand. If it is impossible to submit a written request within the above deadline, the Cardholder shall notify the Bank thereof in advance, indicating the reasons for the impossibility of submitting a written request and, at the first opportunity, submit to the Bank a written request similar to the verbal one.

150. By acceding to the Standard Terms, the Client agrees that the Bank shall be entitled to fix and record the Cardholder's telephone calls, including in order to avoid any disputable situations. At the same time, the Cardholder also agrees that the Bank's recording of a telephone call shall be sufficient proof of the content of a verbal request received from the Cardholder until such request is confirmed in writing in accordance with these Standard Terms.

151. In case of sending a request to the Bank Branch/Outlet of or any member of the relevant payment system, the blocking of the Card shall take effect after registration by the Bank of the request transmitted by the Bank Branch/Outlet or a member of the relevant payment system on behalf of the Cardholder.

152. The request shall be deemed to come from the Cardholder, who bears the risk and responsibility for possible inconsistency of the request with his/her will, as well as the consequences of blocking the Card by the Bank. The Bank shall not be liable for the consequences of blocking the Card based on a request on behalf of the Cardholder transmitted via telephone/other Communication Channels in accordance with the requirements set out in these Standard Terms.

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

154. The Bank shall reserve the right to file claims against the Cardholder in case of non-compliance with the requirements for storage and use of the Card, as well as in case of non-compliance with the secrecy of the PIN code (including after blocking the Card), as well as in case of deliberate illegal actions of the Cardholder are established.

155. Upon finding a Card issued in the form of a plastic/metal Card previously reported as lost/stolen, the Cardholder shall immediately inform the Bank thereof and return the Card to the Bank. In case of failure to return the found Card, the Cardholder shall assume all risks that such failure to return the Card to the Bank entails, and shall also undertake to reimburse the Bank for any additional expenses that the Bank may incur in connection with the withdrawal of the Card.

156. If the Bank has grounds to assume that there is a risk of fraudulent transactions on the Client's Account, the Bank shall be entitled to block the Card without prior notice.

At the same time, the Bank shall take the following actions in case of detection of payment transaction with signs of fraud:

1) to suspend execution of the instruction and (or) block the amount of money for a period of time in accordance with the Law of RK "On Payments and Payment Systems";

- 2) in accordance with the procedure established by the Standard Terms, to provide the Client with information on suspension of execution of the instruction and (or) blocking of payment and (or) money transfer with indication of reasons and grounds;
- 3) to send a notice to the Anti-Fraud Center to send information on payment transaction with signs of fraud to the criminal prosecution authority for subsequent measures established by the legislation of the Republic of Kazakhstan;
- 4) in case of non-receipt within the terms established by the Law of RK “On Payments and Payment Systems” of the decision of the criminal prosecution body on further suspension of payment and (or) transfer of money or on absence of necessity in suspension of such payment and (or) transfer of money, to make such payment and (or) transfer of money, if there are no other grounds, stipulated by the legislation of RK, preventing such payment and (or) transfer of money from being made.

The Bank shall block the Card in cases of:

- 1) receipt of a notice from the Cardholder about loss, theft or unauthorized use of the Card when the Client applies to the Contact Center or other Communication Channels;
  - 2) failure of the Cardholder to fulfill the Standard Terms, the Application-Offer;
  - 3) non-compliance with the Card Usage Rules provided for in Article 1, Section 4 of the Standard Terms.
157. The Client shall independently make all settlements with the tax authorities of the Republic of Kazakhstan and assume the potential risk associated with compliance with the requirements established by the state authorities in respect of taxes and other mandatory payments, which shall apply to the money on the Account, including the refund paid by the Bank.

158. The Bank shall be entitled to unilaterally refuse to fulfill the Adhesion Contract (refuse to conduct a transaction) in case of:

- non-submittal by the Client of the information or documents required to identify the Client, its beneficial owner, in order for the Bank to comply with the requirements of the RK Law “On Countering the Legalization (Laundering) of Proceeds from Crime and the Financing of Terrorism”, U.S. Foreign Account Tax Compliance Act, the Convention on Mutual Administrative Assistance in Tax Matters (OECD);
- if the Bank has grounds to assume that transactions with the Client’s money and (or) other assets are related to the legalization (laundering) of proceeds from crime and (or) the financing of terrorism, recognized in accordance with the legislation of the Republic of Kazakhstan on countering the legalization (laundering) of proceeds from crime and the financing of terrorism; and/or related to the illegal production, trafficking and (or) transit of drugs;
- if the Bank has grounds to assume that the transactions conducted on the bank account are related to entrepreneurial activity, notarial activity, advocacy, execution of enforcement documents, mediation dispute settlement activity, which contradicts the terms of opening and maintenance of the bank account opened to the Client;
- other cases stipulated by the legislation of the Republic of Kazakhstan.

159. The Bank shall be entitled to terminate business relations with the Client by unilateral withdrawal from the Adhesion Contract in cases, including but not limited to:

- if the Bank has grounds to assume that transactions with the Client’s money and (or) other assets are related to the legalization (laundering) of proceeds from crime and (or) the financing of terrorism, recognized in accordance with the legislation of the Republic of Kazakhstan on countering the legalization (laundering) of proceeds from crime and the financing of terrorism, illegal production, trafficking and (or) transit of drugs;
- if the Bank has grounds to assume that the transaction with money is related to fraud, deceit and other illegal actions under the laws of the Republic of Kazakhstan;
- if any of the Client’s statements, information and/or guarantees made (provided) by the Client were invalid (unreliable) or became invalid during the period of legal relations with the Bank;
- presence of the Client and/or his Representative, and/or his beneficiary owner, as well as persons related to them, in the sanctions lists/watchlists of the United States of America (hereinafter – the USA), the European Union, Switzerland, the Great Britain, Canada and other states;

- transactions of the Client/his Representative have relevant characteristics/are subject to international sanctions;
- other grounds, stipulated by the RK legislation and the INDs on combating legalization (laundering) of proceeds of crime and financing of terrorism.

160. The Bank shall not be liable for inconsistency of MCC in electronic data of transactions received from the payment system, based on the actual activity of the trade and service enterprise.

161. 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 U.S. Foreign Account Tax Compliance Act.

The Client provides the Bank with his/her unconditional consent to disclose information about him/her in cases stipulated by the Convention on Mutual Administrative Assistance in Tax Matters (OECD).

162. Connection to the service of provision of information on Card/Account movements via SMS messages and PUSH-notifications in the RBS is made on the basis of the Client's application/request (including the Application-Offer).

163. The Bank shall not be liable for receipt by third parties of information on debit transactions on the bank account(s) via SMS-notification/PUSH-notification sent to the mobile phone number specified in the application (including the Application-Offer), as well as these actions of the Bank shall not constitute disclosure of bank secrecy, if the Bank has not been timely notified by the Client in writing of loss, theft and other cases of loss of mobile devices, SIM-cards or their transfer to third parties on any grounds. The Client shall be liable for the consequences of third parties receiving information on the Client's transactions as a result of such loss, theft and other cases of loss of mobile devices, SIM cards or their transfer to third parties on any grounds whatsoever.

164. The Parties acknowledge fax copy/facsimile of the signature of the Bank's authorized person and seal valid in the documents provided by the Bank to the Client, including: Application-Offers/Loan Agreements/Credit Agreements/Collateral Agreements/Additional Agreements to the said and other agreements and other documents. The Client may sign electronic documents (including Applications-Offers, Loan Agreements) in order to receive electronic banking services by means of OTP-code - for non-credit products, EDS - for credit products with application of security procedures provided by the Bank INDs. The method of signing each individual document shall be determined in accordance with the requirements established by the legislation of the Republic of Kazakhstan and the Bank INDs. Confirmation of the Client's OTP-code entry/the Client's use of EDS shall be stored by the Bank in electronic (encrypted) format, in accordance with the procedure established by the Bank. The Client has no claims to the Bank on this basis and will not have any in the future.

165. The Bank shall be entitled, in case of re-issue of the Card, to transfer updated data (Card number, Card validity period) to the payment system for service points, which store cardholders' data in a file for recurring payments.

166. By acceding to the Standard Terms, the Client agrees that the Bank may, at its discretion, automatically reissue the Card upon its expiration, except for Cards for Clients - non-residents of the Republic of Kazakhstan in accordance with the legislation of the Republic of Kazakhstan.

167. After the expiry of the Card, the Client shall be entitled to conduct some of the available Account transactions via the RBS.

## **Article 2. Eurasian Bank Card Use Rules in Mobile Payment Systems**

168. The terms of this section of the Standard Terms establish the procedure for using Eurasian Bank cards in mobile payment systems (hereinafter - the Terms) and shall be an agreement between the Bank and the Client.

169. The Bank shall not manage the mobile payment system or wireless communication networks and has no control over their management.

170. To add a Card to the mobile payment system, it is required follow the instructions of the Providers.

171. Before registering in the Mobile Payment System, the Client is obliged to make sure that for access to the mobile device, they only have provided the credentials of the Client - user, including the data of the fingerprint/face scanner built into the mobile device, since these data shall be used and authorized in the Mobile Payment System to make purchases.

172. Addition, activation or use of the Card in the mobile payment system means that the Client accepts and agrees to the Terms, while the Client's relations with Providers, wireless service operators, as well as other persons providing services available through the use of the Mobile Payment System shall be regulated by separate and independent agreements, which the Client must read before adding, activating or using the Card in the mobile payment system and independently monitor all changes to these agreements and their requirements.

173. The mobile payment system may not be available in cases stipulated by separate agreements with the Provider, as well as other documents of the Provider.

174. Providers, as well as other third-party companies, including wireless carriers or data service providers, may charge for services in connection with the use of the mobile device or the mobile payment system.

175. The Bank shall not charge a fee for using the mobile payment system, while all fees and other payments applicable to the Client in accordance with the Standard Terms shall apply to all transactions made using the mobile payment system.

176. If the Client's contact details have changed, the Client shall be obliged to inform the Bank about it.

177. The Bank shall be entitled at any time to change the type of bankcards that can be used in the mobile payment system or terminate cooperation with one or another Provider.

178. The Bank shall be entitled to suspend the possibility of using the Card without prior notice if the Client does not comply with the terms of the Standard Terms, the terms of this Article and/or in other cases at the discretion of the Bank.

179. The Client may remove the previously registered Card from the mobile payment system at any time.

180. The Bank has the right to change the terms in this article at any time without prior notice to the Client by publishing them on the Bank website. The Client agrees to all changes if he continues to use the Card in the mobile payment system. in the event that the Client does not agree to accept the changes in the terms, he/she must remove all Cards from the mobile payment system.

181. The Clients using the mobile payment system undertake to ensure the confidentiality of their data and not disclose to third parties the identifiers, passwords, as well as other credentials necessary to activate and log in to a mobile device and make purchases using Cards through the mobile payment system.

182. If the credentials for access to the Client's mobile device, including the data of the fingerprint/face scanner embedded in the mobile device, belong to a third party, the transactions conducted in the mobile payment system using these data are considered to be conducted by the Client.

183. In case of loss or theft of a mobile device, as well as in the case when the credentials for accessing the mobile device are compromised and/or become available to third parties, the Client is obliged to immediately block the Card and inform the Bank about it.

184. In case of disclosure of credentials to third parties, the Client is fully responsible for the possibility of obtaining personal information by such third parties, access to the mobile device and the mobile payment system, as well as the possibility of conducting transactions using the Client's Card.

185. The Client is responsible for all transactions made using the Card, except for cases stipulated by the Standard Terms and the provisions of the current legislation of the Republic of Kazakhstan as of the transaction date.

186. The security of information provided or stored by Providers or other third parties in connection with the use of the mobile payment system is beyond the control of the Bank.

187. The Bank is not responsible for the violation by Providers of security rules affecting any information collected, stored or sent in connection with the use of the mobile payment system.

188. The Client agrees that the Bank has the right to collect, use and transmit information about the Client related to the Card and the use of the mobile payment system, as well as to exchange this information with the Provider in order to confirm the identity of the Client, assist and provide information about transactions using the Card within the mobile payment system.

189. The Bank is not responsible for possible issues when using the mobile payment system or the inability of the Client to use the mobile payment system to perform certain operations.

190. The Bank is not responsible for any losses related to the use or inability to use the mobile payment system, regardless of the reasons and grounds for occurrence and/or for any losses that the Client may incur as a result of transactions using the mobile payment system and/or in case of refusal to conduct transactions using the mobile payment system, unless otherwise expressly provided by the legislation of the Republic of Kazakhstan.

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

#### **1. Procedure for provision of an authorized overdraft (Credit for the Card)**

191. The settlement period shall be equal to one (1) calendar month.

192. The payment period shall be equal to one (1) calendar month.

193. When considering the Application for issuing a credit card, the Bank makes a decision on granting a loan. The loan shall be assigned for the duration of the Card's validity or until the Client's written withdrawal and repayment of the debt in full. The loan shall be provided on the terms established by the Application, the loan agreement and the Bank Tariffs.

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

195. The Bank shall calculate the remuneration for the loan as of the settlement date, starting from the next day when the transaction was processed on the Account, till and including the settlement date and/or the repayment date of the full loan amount and other related payments.

196. When the Client places money for the repayment into the Account, the Bank shall automatically calculate the loan interest as of this date, starting from the day after the last settlement date until the date of placing the amount inclusive for the principal debt amount and overdue principal debt amount.

197. The Bank shall determine the type and amount of the Card security and the amount of the credit limit at its discretion.

198. The Bank shall be entitled to cancel the credit limit amount without acceptance in any of the following cases, but not limited to:

- the Client is involved in the litigation as a defendant and/or a third party who does not make independent claims on the defendant's side;
- the Client's assets and his/her account have been seized and/or foreclosed, or there is a real threat of these events;
- the Client violated the obligations to the Bank;
- loss of officially confirmed income by the Client or a significant decrease in it;
- deterioration of the Bank's financial status;
- misuse of the loan;
- the Client reached the retirement age;
- in case of termination of transactions on the Card;
- if there are restrictions imposed by authorized authorities on the Client's money or bank accounts;
- if the Bank has grounds to doubt that the Client will duly fulfill his/her obligations in the future.

199. The Bank shall be entitled to use the collateral of the Card and the Loan without acceptance out of court to repay the Account receivable, as well as to repay the loan amount, interest, fees and forfeiture (fines, penalties) if the debt repayment is overdue by more than one (1) day.

200. The Client shall be entitled to submit to the Bank a written application/request for a change in the credit limit amount. It is allowed to transfer the Client's consent to change the credit limit through Communication Channels established by the Bank.

201. The Bank shall be entitled not to indicate in writing the reason for refusing to provide the credit limit to the Client or for changing its amount.

202. Technical overdraft/unauthorized technical overdraft may occur:

- in case of unauthorized transactions;
- in case of receipt of financial documents (a contract, an invoice, payment documents, a payment invoice, waybills, etc.) for payment in a currency for an amount more than the Account balance in tenge/the available credit limit.

203. A loan within the credit limit shall be considered to have been provided by the Bank from the date on which the amounts of transactions conducted (in whole or in part) at the expense of the loan are reflected in the Account. The established credit limit shall become available from the moment it is provided until the expiration date of the credit limit, except in cases of non-fulfillment and/or undue fulfillment by the borrower of the obligations to the Bank, including in the case of a one-time delay in payment exceeding ninety (90) calendar days. The Credit limit is available only through the use of the Card and the Card Service Account in accordance with the procedure stipulated in these Standard Terms, the loan agreement. In case of termination of the loan agreement, the Standard Conditions, access to the credit limit shall be terminated, and the existing debt must be repaid by the borrower within the time limits determined by the Bank.

204. In case the Client fails to fulfill his/her obligations on time, the Bank shall be entitled to charge a penalty on the overdue principal debt in accordance with the Tariffs. Debt repayment shall be performed in accordance with the procedure established by these Standard Terms, the loan agreement.

205. The total amount of the debt is due to be repaid monthly in full, calculated as of the settlement date.

206. The Client's debt to the Bank shall consist of:

- technical overdraft that has occurred/unauthorized technical overdraft;
- the loan provided by the Bank to the Client;
- the remuneration accrued by the Bank to be paid by the Client for the use of the loan;
- payments accrued by the Bank and fees payable by the Client;
- other cases related to the Standard Terms, the loan agreement fulfillment, and that caused the occurrence of debt.

207. The amounts of fees, interest, and other payments (fees) stipulated by the Tariffs shall not be capitalized on the amount of the principal debt and shall be included in the total amount of debt separately.

208. The amount of the payment received under the loan agreement, in case of insufficiency to fulfill the Client's obligations, shall be distributed to repay the Client's debt in the following order:

- 1) arrears on the principal debt (in the sequence: overdue principal debt on installments, on a revolving loan, within the framework of the minimum monthly payment);
- 2) remuneration arrears within the minimum monthly payment amount;
- 3) forfeiture (fine, penalty) in the amount determined in accordance with the loan agreement and/or the Bank Tariffs (in the sequence: on installments, on a revolving loan, within the framework of the minimum monthly payment);
- 4) the amount of the principal debt for the current payment period (in the following sequence: the principal debt on installments, on a revolving loan, within the framework of the minimum monthly payment);
- 5) remuneration accrued for the current payment period as part of the minimum monthly payment;
- 6) the Bank fees and other payments, related to the issuance and servicing of the loan/credit limit;
- 7) the Bank costs of obtaining enforcement, incurred by the Bank in connection with non-fulfillment and/or undue fulfillment by the borrower of his/her obligations under the loan agreement.

After ninety (90) consecutive calendar days of delay, the amount of the payment received under the loan agreement, in case of insufficiency to fulfill the Client's obligation, shall be distributed to repay the Client's debt in the following order:

- 1) arrears on the principal debt (in the sequence: overdue principal debt on installments, on a revolving loan, within the framework of the minimum monthly payment);
- 2) remuneration arrears within the minimum monthly payment amount;

3) the amount of the principal debt for the current payment period (in the following sequence: the principal debt on installments, on a revolving loan, within the framework of the minimum monthly payment);

4) remuneration accrued for the current payment period as part of the minimum monthly payment;

5) forfeiture (fine, penalty) in the amount determined in accordance with the loan agreement and/or the Bank Tariffs (in the sequence: on installments, on a revolving loan, within the framework of the minimum monthly payment);

6) the Bank fees and other payments, related to the issuance and servicing of the loan/credit limit;

7) the Bank costs of obtaining enforcement, incurred by the Bank in connection with non-fulfillment and/or undue fulfillment by the borrower of his/her obligations under the loan agreement.

209. The money received into the Account/available in the Account shall be sent by the Bank to repay the debt in full (if the amount of money on the Account is sufficient to repay the debt) or in the amount of money available in the Account (if it is insufficient to repay the debt in full), in accordance with the legislation of the Republic of Kazakhstan.

210. The available balance of the credit limit shall be increased by the amount of the repaid portion of the principal debt until the credit limit is fully restored.

211. The Client's money on the Account, if there is no debt required for repayment, shall remain in the Account and increase the available limit.

212. If the Client has not deposited money into the Account in the amount required to repay the debt, then, in accordance with the Standard Terms, such a circumstance shall be considered as non-fulfillment by the Client of the obligations to the Bank.

At the same time, the amount of the principal debt submitted for repayment, but not repaid by the Client within the prescribed period, shall be considered overdue principal debt.

213. For non-payment or late payment of arrears, the Bank shall be entitled to demand payment of forfeiture, fines (penalties) in accordance with the Tariffs.

214. In case of default on time, the Bank shall be entitled to block the Cards (including all additional Cards). At the same time, the Bank shall unblock the Card after receiving sufficient money to repay the unpaid debt in full.

215. If the Client (borrower) fails to fulfill or unduly fulfills his/her obligations, the latter shall pay the Bank a forfeiture (penalty/fine) in the amount determined by the loan agreement and calculated based on the amount of the overdue principal debt for each day of delay, subject to the restrictions established by the legislation of the Republic of Kazakhstan.

216. The repayment period of the debt, including the repayment of the loan by the Client to the Bank, shall be determined at the time of the debt's claim by the Bank and at the discretion of the Bank, in accordance with these terms.

217. The total amount owed on the Client's loan shall include:

- principal debt;
- remuneration for a loan issued within the credit limit;
- fees, commissions and other payments payable by the Client;
- overdue principal debt and overdue remuneration.

218. In the case of direct debit of the Client's accounts with other banks (organizations performing certain types of banking operations) in the Republic of Kazakhstan and abroad, the Client shall reimburse all costs of the Bank related to direct debit of accounts.

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

219. In case of acceptance of the Client's offer to provide a credit limit, the Bank, based on the information provided by the Client in the Application-Offer for issuing a credit card, as well as other available information, shall open a credit limit to the Client for consumer purposes in the amount specified by the Client in the loan agreement. At the same time, until the Card is activated and the Bank accepts the Client's offer to provide a credit limit, the credit limit shall not be available for the Client for the use.

220. After signing the loan agreement and other related documents on the provision of the credit limit, the Client shall be informed about the activation of the credit limit by sending an SMS message to the

number specified in the loan application. In this case, the credit limit shall become available to the Client for use not later than the day following the activation day. The established credit limit shall become available from the moment it is provided until the expiration date of the credit limit, except in cases of non-fulfillment and/or undue fulfillment by the borrower of obligations to the Bank, including in the case of a one-time delay in payment exceeding ninety (90) calendar days. The credit limit shall be available only through the use of the Card and the Card Service Account in accordance with the procedure stipulated in these Standard Terms, the loan agreement. In case of termination of the loan agreement, Standard Terms, access to the credit limit shall be terminated, and the existing debt shall be due to be repaid by the borrower within the time limits determined by the Bank.

221. When considering the Application for issuing a credit card, the Bank shall make a decision on granting a loan. The loan shall be provided for the duration of the Card's validity or until the Client's written withdrawal and repayment of the debt in full. The loan shall be provided on the terms established by the loan agreement. During the payment period, the Client shall be obliged to pay (refund) part of the loan in the amount established by the loan agreement, to pay the calculated remuneration for the loan amount used, as well as other payments according to the Bank Tariffs. The Bank shall calculate the remuneration for the Loan, starting from the day when information about the transaction is received, until the date of repayment of the full loan amount and other related payments.

222. The Bank shall be entitled to cancel the amount of the credit limit without acceptance in any of the following cases, but not limited to:

- the Client is involved in the litigation as a defendant and/or a third party who does not make independent claims on the defendant's side;
- the Client's property and his/her account have been seized and/or foreclosed on, or there is a real threat of these events;
- the Client violated his/her obligations to the Bank;
- loss of officially confirmed income by the Client or a significant decrease in it;
- deterioration of the Bank's financial condition;
- misuse of credit;
- changes in the requirements of the legislation of the Republic of Kazakhstan affecting the due fulfillment by the Bank of the terms of the loan agreement;
- reaching retirement age by the Client;
- if there are restrictions imposed by authorized authorities on the Client's money or bank accounts;
- if the Bank has grounds to doubt that the Client will duly fulfill his/her obligations in the future;
- in case of termination of operations on the Card or upon expiration of the Card, notifying the Client about it through one of the Communication Channels chosen by the Bank and/or by other means that do not contradict the legislation of the Republic of Kazakhstan, ten (10) calendar days before the date of cancellation of the amount of the credit limit, if the Client has not contacted the Bank after receiving a notification about the cancellation of the credit limit.

The Bank shall be entitled to use the collateral of the Card and the Loan without acceptance out of court to repay the Account receivable, as well as to repay the loan amount, remuneration, and other payments according to the Bank Tariffs, if the repayment is overdue by more than one (1) day, which the Client unconditionally agrees with.

223. The Client shall be entitled to submit to the Bank a written application/request for a change in the amount of the credit limit. It is allowed to transfer the Client's consent to change the credit limit through the Communication Channels established by the Bank.

224. Technical overdraft/unauthorized technical overdraft may occur:

- in case of unauthorized transactions;
- in case of receipt of financial documents for payment in a foreign currency for an amount more than the Account balance in tenge/available credit limit.

225. A loan within the credit limit shall be considered to have been provided by the Bank from the date on which the amounts of transactions conducted (in whole or in part) at the expense of the loan are reflected in the Account.

226. The Bank shall charge an additional fee for the formation of overdue debts in accordance with the Tariffs. Payment of the fee shall be made in accordance with the procedure established by these Standard Terms.

227. If the Bank shall accept a different amount of the credit limit stipulated in the Client's Application-Offer or the loan agreement, the initially provided credit limit may be increased or decreased after repayment of the loan, unless otherwise stipulated in these Standard Terms.

228. The Client's debt to the Bank shall consist of:

- the loan provided;
- the calculated remuneration payable by the Client for the use of the loan;
- the commissions and other payments payable by the Client;
- technical overdraft/unauthorized technical overdraft;
- debts incurred in other cases.

229. The minimum payment for the settlement period shall be calculated by the Bank based on the amount of the part of the principal debt, calculated as a percentage, the rate of which shall be determined by the loan agreement, to the part of the principal debt, and accrued remuneration, fees.

230. A grace period may be set under the loan agreement.

231. The grace period shall apply to transactions recorded on the Account during the settlement period if, not later than the end date of the grace period specified in the loan agreement, the Client has deposited money into the Account in an amount sufficient to repay the amount owed in full.

232. In case of non-fulfillment and/or late fulfillment by the Client of obligations under the loan agreement, the grace period shall not be applied, and the loan remuneration on the transactions for which the grace period can be applied shall be accrued on the next settlement date.

233. The amount of the payment received under the loan agreement, in case of insufficiency to fulfill the Client's obligations, shall be distributed to repay the Client's debt in the following order:

- 1) outstanding principal debt (in sequence: overdue principal installment debt, revolving loan, as part of the minimum monthly payment);
- 2) remuneration arrears within the minimum monthly payment amount;
- 3) forfeiture (fine, penalty) in the amount determined in accordance with the loan agreement and/or the Bank Tariffs (in the sequence: by installments, by revolving loan, within the framework of the minimum monthly payment);
- 4) the amount of the principal debt for the current payment period (in sequence: by installments, by revolving loan, within the framework of the minimum monthly payment);
- 5) remuneration accrued for the current payment period as part of the minimum monthly payment;
- 6) fees and other payments related to the issuance and servicing of a loan/credit limit;
- 7) costs incurred by the Bank in connection with non-fulfillment and/or undue fulfillment by the borrower of his/her obligations under the loan agreement.

Upon the expiration of ninety (90) consecutive calendar days of delay, the amount of the payment received under the loan agreement, in case of insufficiency to fulfill the Client's obligation, shall be distributed to repay the Client's debt in the following order:

- 1) outstanding principal debt (in sequence: overdue principal installment debt, revolving loan, as part of the minimum monthly payment);
- 2) remuneration arrears within the minimum monthly payment amount;
- 3) the amount of the principal debt for the current payment period (in sequence: the principal debt in installments, on a revolving loan, within the framework of the minimum monthly payment);
- 4) remuneration accrued for the current payment period as part of the minimum monthly payment;
- 5) forfeiture (fine, penalty) in the amount determined in accordance with the loan agreement and/or the Bank Tariffs (in the sequence: by installments, by revolving loan, within the framework of the minimum monthly payment);
- 6) fees and other payments related to the issuance and servicing of a loan/credit limit;
- 7) costs incurred by the Bank in connection with non-fulfillment and/or undue fulfillment by the borrower of his/her obligations under the loan agreement.

234. The available balance of the credit limit shall be increased by the amount of the repaid principal debt until the credit limit is fully restored.

235. The Client's money on the Account, if there is no debt required for repayment, shall remain on the Account and shall increase the available limit.

236. If money in the amount of the established minimum payment is not deposited into the Account on time for the payment of the minimum payment, then this circumstance shall be a failure by the Client to fulfill the obligation to make (skip payment) the minimum payment. The amount of money actually deposited into the Account shall mean all the amounts credited to the Account.

237. For non-payment or late provision of money into the Account in an amount sufficient to repay the minimum payments, the Bank shall be entitled to demand payments (penalties) in accordance with the Tariffs.

238. If the Client has an unpaid scheduled minimum payment, the next minimum payment shall be increased by the amount of the previously missed unpaid minimum payment (i.e., by the amount of overdue principal debt, overdue Bank remuneration) and accrued interest.

239. In case of non-fulfillment of obligations by the Client within the prescribed period, the Bank shall be entitled to block the Card (including all additional Cards).

240. In case of non-fulfillment or undue fulfillment by the Client (borrower) of obligations, the Bank shall be entitled to claim a penalty (fine) in the amount determined by the Bank Tariffs, calculated based on the amount of overdue principal debt and overdue remuneration.

241. Unblocking of the Card (blocked due to the presence of overdue debt) shall be performed by the Bank after receiving sufficient money into the Account to repay the unpaid minimum payment, as well as in the presence of all previously unpaid minimum payments (i.e., in the case of repayment of overdue debt in full).

242. The repayment period of the debt, including the repayment of the loan by the Client to the Bank, shall be determined at the time the debt is claimed by the Bank and at the discretion of the Bank, in accordance with these terms.

243. The total amount owed on the Client's loan shall consist of:

- the principal debt;
- the interest on the loans issued within the credit limit;
- commissions, penalties (fines) and other payments payable by the Client;
- overdue principal debt, overdue remuneration.

244. The tariffs related to loan servicing can be changed by agreement of the Parties (at the same time, an additional agreement shall not be required if the terms change towards improvement).

### **3. Consumer Installment Loan**

245. Within the framework of these Standard Terms and in accordance with the terms of the loan agreement concluded by the Parties, the Bank shall open to the Client for consumer purposes a credit limit in installments with the number of monthly payments established by the (proposed) loan agreement. The term for granting the credit limit shall be set by the loan agreement, with the possibility of extension/automatic extension, but not more than during ten (10) years, if the Bank makes a positive decision and there is no written application/request from the Client to refuse to grant the credit limit. The installment credit limit can be extended to a credit/debit card.

The established credit limit shall become available from the moment it is provided until the expiration date of the credit limit, except in cases of non-fulfillment and/or undue fulfillment by the borrower of obligations to the Bank, including in the case of a one-time delay in payment exceeding ninety (90) calendar days. The Credit limit shall be available only through the use of the Card and the Card Service Account in accordance with the procedure stipulated in the loan agreement and the Standard Terms. In case of termination of the loan agreement, the Standard Terms the access to the credit limit shall be terminated, and the existing debt must be repaid by the borrower within the time limits determined by the Bank.

The Bank shall be entitled to unilaterally cancel the amount of the credit limit in any of the cases specified in the loan agreement, Standard Terms, but not limited to, including in the event of termination of Card transactions or expiration of the Card, notifying the Client about this through one

of the Communication Channels selected by the Bank and/or in ways that do not contradict the legislation of the Republic of Kazakhstan, ten (10) calendar days before the date of cancellation of the credit limit amount, if the Client has not contacted the Bank after receiving the notification of cancellation of the credit limit.

246. The Client's debt to the Bank shall arise as a result of: the Client conducting debit transactions for the purchase of goods, including purchases of goods abroad, online purchases, payment for services at service points, accrual of remuneration, payments, commissions, penalties (fines) by the Bank, occurrence of technical overdraft/unauthorized technical overdraft and other payments, payable by the Client.

247. Debt repayment shall be performed in monthly payments for transactions conducted since the date of setting the credit limit, the arrears of which have not been repaid. In terms of monthly payments, first of all, the first mandatory monthly payment from the date of the transaction shall be repaid, which is specified in the payment schedule and the debt for which has not been repaid. When conducting several transactions, the mandatory monthly payments indicated in the payment schedules shall be paid off similarly in the subsequent calendar order.

Repayment must be made before the 20<sup>th</sup> (twentieth) day (inclusive) of each month according to the requirement for payment of the monthly payment.

If the deadline for payment of the monthly payment, which the Client shall be obliged to ensure according to the requirement for payment of the monthly payment, falls on a day that is not a business day, then such payment must be made on the next business day, without payment of penalties and other types of penalties.

248. Remuneration shall be accrued by the Bank immediately for the entire amount of each transaction, starting from the day of the transaction until the day of the last payment of the transaction.

249. When calculating the remuneration, the date of the credit limit and the refund date shall be taken one day in advance. In this case, a year shall be considered equal to three hundred and sixty (360) calendar days, and a month is equal to thirty (30) days.

250. Technical overdraft/unauthorized technical overdraft may occur:

- in case of unauthorized transactions;
- in case of receipt of financial documents for payment in a foreign currency for an amount more than the Account balance in tenge/available credit limit.

251. When the Client conducts debit transactions to pay for goods and services at service points, including purchases abroad, online purchases, the Client's own funds shall be spent (if available), and if there are no own funds in the Account, payment shall be made at the expense of the credit limit in installments.

252. If the Client has deposited money into the Account in an amount sufficient to repay the amount owed in full and not later than the end of the grace period, then a grace period shall be applied to transactions made during the settlement period.

The commission for non-repayment of the entire amount owed during the grace period shall be calculated by the Bank on the settlement date, from the amount of all transactions conducted during the settlement period, and shall be due for repayment on the last day of the payment period in case of two (2) events:

- if at least one non-partner transaction has been recorded in the settlement period for any amount due to the credit limit;
- if the Client has not fully repaid (in the amount of 100%) the amount of all transactions conducted during the settlement period.

253. In case of non-fulfillment and/or late fulfillment by the Client of obligations under the loan agreement, the grace period shall not be applied, and the commission for the transactions for which the grace period can be applied shall be calculated on the next settlement date.

254. Receiving cash through an ATM/cash desk/POS terminal, transferring money using a Card through an ATM, IPT, SDB shall be performed only at the expense of the Client's own funds. If there are no own funds in the Client's Account, these transactions shall not be conducted due to the credit limit in installments.

255. The amount of the payment made by the Client under the loan agreement, if the amount is insufficient to fulfill the Client's obligations, shall pay off the Client's debt in the following order:

- 1) outstanding principal debt (in sequence: overdue principal installment debt, revolving loan, as part of the minimum monthly payment);
- 2) remuneration arrears within the minimum monthly payment amount;
- 3) forfeiture (fine, penalty) in the amount determined in accordance with the loan agreement and/or the Bank Tariffs (in the sequence: by installments, by revolving loan, within the framework of the minimum monthly payment);
- 4) the amount of the principal debt for the current payment period (in sequence: the principal debt in installments, on a revolving loan, within the framework of the minimum monthly payment);
- 5) remuneration accrued for the current payment period as part of the minimum monthly payment;
- 6) fees and other payments related to the issuance and servicing of a loan/credit limit;
- 7) costs incurred by the Bank in connection with non-fulfillment and/or undue fulfillment by the borrower of his/her obligations under the loan agreement.

After ninety (90) consecutive calendar days of delay, the amount of the payment made by the Client under the loan agreement, if the amount is insufficient to fulfill the Client's obligations under the loan agreement, shall repay the Client's debt in the following order:

- 1) outstanding principal debt (in sequence: overdue principal installment debt, revolving loan, as part of the minimum monthly payment);
- 2) remuneration arrears within the minimum monthly payment amount;
- 3) the amount of the principal debt for the current payment period (in sequence: the principal debt in installments, on a revolving loan, within the framework of the minimum monthly payment);
- 4) remuneration accrued for the current payment period as part of the minimum monthly payment;
- 5) forfeiture (fine, penalty) in the amount determined in accordance with the loan agreement and/or the Bank Tariffs (in the sequence: by installments, by revolving loan, within the framework of the minimum monthly payment);
- 6) fees and other payments related to the issuance and servicing of a loan/credit limit;
- 7) costs incurred by the Bank in connection with non-fulfillment and/or undue fulfillment by the borrower of his/her obligations under the loan agreement.

The order of repayment of the debt: in terms of monthly payments, the first mandatory monthly installment payment specified in the payment schedule shall be repaid from the date of the transaction and the debt for which has not been repaid.

For multiple transactions, the mandatory monthly payments specified in the payment schedules shall be settled in the same way in the subsequent calendar sequence. Upon repayment of the next monthly payment, the commission accrued in the previous settlement period for non-repayment of the entire amount owed during the grace period (if any) shall be repaid first. In case of late payment of the mandatory monthly payment, the commission for non-repayment of the entire amount of debt during the grace period shall be repaid after payment of penalties for violation of obligations under the loan agreement.

256. If the Client has not deposited money into the Account to pay monthly payments on time and in the monthly payment amount specified in the payment schedules, then this circumstance shall be considered as non-fulfillment by the Client of the obligations under the loan agreement.

257. For non-payment or late payment of monthly payments, the Bank shall be entitled to demand payment of fines (penalties) in accordance with the loan agreement, and the Borrower undertakes to pay all debts in full.

258. If the Client has deposited money into the Account before the due date of the monthly payments, the money received shall be kept in the Account as his/her own funds until the due date of the monthly payments. On the day of the monthly payment, the money (own funds) shall be used to pay off the debt.

259. In case of default on time, the Bank shall be entitled to block the Card (including all additional Cards).

260. Unblocking of the Card previously blocked by the Bank shall be performed by the Bank after receipt of sufficient money to repay all previously unpaid monthly payments, not later than one (1) business day from the date of receipt of the money in full.

261. The Client has been notified and agrees that payment schedules do not require signing on paper. The Client expresses his/her unconditional agreement with the payment schedules provided by the Bank.

262. The Client has read and agrees to the procedure for early repayment of the credit limit in installments.

#### **4. Credit limit with the option of installments and a revolving loan**

263. Within the framework of these Standard Terms and in accordance with the terms of the loan agreement and/or the Application-Offer for issuing a Credit card, the Bank shall open an Account, issue a Card, set a credit limit on the Card for consumer purposes/refinancing and provide its service on the terms stipulated in these Standard Terms and the loan agreement, and the Client shall use the Card in accordance with these Standard Terms and the loan agreement, and shall undertake to pay on the Card transactions in a timely manner, and also pay for the Bank services in accordance with the Tariffs.

The Bank shall be entitled to unilaterally cancel the amount of the credit limit in any of the cases specified in the loan agreement, Standard Terms, but not limited to, including in the event of termination of the Card transactions or expiration of the Card, notifying the Client about this through one of the Communication Channels selected by the Bank and/or in other ways that do not contradict the legislation of the Republic of Kazakhstan ten (10) calendar days before the date of cancellation of the credit limit amount, if the Client has not contacted the Bank after receiving the notification of cancellation of the credit limit.

When refinancing a loan, the credit limit becomes unavailable for conducting a transaction until the debt is fully repaid/the credit limit is cancelled and the bank account is closed using the refinanced Card:

- by the Card from which money is transferred to refinance the loan;
- by the Card to which the money is transferred in order to refinance the debt (repayment).

264. The Bank independently and at its discretion sets the criteria and decides on issuing the Card and granting the credit limit.

265. Within the framework of the Standard Conditions and in accordance with the terms of the loan agreement, the Bank performs actions to open an Account, issue a Card, and set a credit limit on the Card on terms of urgency, payment, and repayment. The general terms for the provision of the credit limit, including the amount, currency, duration and availability of the credit limit, repayment method, as well as the amount of the interest rate, AERR, fines, penalties and other types of collateral are specified in the loan agreement.

266. The amount of the credit limit is determined by the Bank independently based on the results of the Client's credit assessment. After the repayment of the credit limit or during its validity period, the Bank shall be entitled to change the amount of the credit limit. The use of the credit limit by the Client is the Client's consent to the establishment of the credit limit and its amount. At the discretion of the Bank, the credit limit is extended an unlimited number of times, with which the Client unconditionally agrees.

267. The Borrower (Client) conducts card transactions at the expense of the loan provided by the Bank within the established credit limit and his/her own funds (available funds) in the Account.

268. The established credit limit shall become available from the moment it is provided until the expiration date of the credit limit, except in cases of non-fulfillment and/or undue fulfillment by the borrower of obligations to the Bank, including in the case of a one-time delay in payment exceeding ninety (90) calendar days.

The Credit limit shall be available only through the use of the Card and the Card Service Account in accordance with the procedure stipulated in the loan agreement, Standard Terms.

269. When calculating the remuneration, the date of the credit limit and the refund date shall be taken one day in advance. In this case, a year shall be considered equal to three hundred and sixty (360) calendar days, and a month shall be equal to thirty (30) days.

270. The borrower's loan debt to the Bank shall arise as a result of: making a purchase payment by the borrower, including purchases abroad, online purchases, payments for services, cash withdrawals/money transfers, accrual of remuneration by the Bank, accrual of payments and commissions payable by the borrower.

271. During the payment period, the borrower must pay a monthly payment in the amount established by the loan agreement and/or other payments for transactions made since the date of setting the credit limit, as well as outstanding transactions that have not been repaid in accordance with the terms of the product and the Bank Tariffs.

272. Remuneration shall be accrued by the Bank immediately for the entire amount of each card transaction (operation) conducted, with the exception of installment purchases in the partner network/outside the partner network, according to the relevant application of the Borrower submitted through the Communication Channels, starting from the day of the card transaction until the day of the last Loan payment.

273. Technical overdraft/unauthorized technical overdraft may occur:

- in case of unauthorized transactions;
- in case of receipt of financial documents for payment in a foreign currency for an amount more than the Account balance in tenge/available credit limit.

274. Within the established credit limit, the borrower can make purchases in installments according to the terms established by the loan agreement, Standard Terms.

275. At making by the Borrower of:

- 1) installment purchases in the partner network and installment purchases that are transferred from a revolving loan, including when making purchases abroad, online purchases - funds shall be spent from the borrower's credit limit. In case of insufficient funds to pay at the expense of the credit limit, partial payment shall be possible at the expense of own funds in the account (if available);
- 2) purchases outside the network of partners and purchases that have been transferred from installments to a revolving loan, including when making purchases abroad, online purchases - the borrower's own funds shall be spent (if any). If there are no own funds in the Account, the payment shall be made at the expense of the credit limit.

276. Receiving cash through an ATM/cash desk/POS terminal, transferring money using a Card through an ATM, IPT, SDB shall be performed at the expense of own funds and/or at the expense of the established credit limit with the payment of a fee set by the Bank Tariffs.

277. The amount of the payment made under the loan agreement, if it is insufficient to fulfill the borrower's obligations, shall be sent to repay the borrower's debt in the following order:

- 1) debt on the principal debt (in the sequence: overdue principal debt on the credit limit, on the revolving loan, within the framework of the minimum monthly payment);
- 2) remuneration arrears within the minimum monthly payment amount;
- 3) forfeiture (fine, penalty) in the amount determined in accordance with the loan agreement and/or the Bank Tariffs (in the sequence: credit limit, installment plan, revolving loan, as part of the minimum monthly payment);
- 4) the amount of the principal debt for the current payment period (in sequence: the principal debt on the credit limit, on installments, on a revolving loan, within the framework of the minimum monthly payment);
- 5) remuneration accrued for the current payment period as part of the minimum monthly payment;
- 6) fees and other payments related to the issuance and servicing of a loan/credit limit;
- 7) costs incurred by the Bank in connection with non-fulfillment and/or undue fulfillment by the borrower of his/her obligations under the loan agreement.

After ninety (90) consecutive calendar days of delay, the amount of the loan agreement payment made by the borrower, if the amount is insufficient to fulfill the borrower's obligations under the loan agreement, shall be sent to repay the borrower's debt in the following order:

- 1) debt on the principal debt (in the sequence: overdue principal debt on the credit limit, on the revolving loan, within the framework of the minimum monthly payment);
- 2) remuneration arrears within the minimum monthly payment amount;
- 3) the amount of the principal debt for the current payment period (in the sequence: the principal debt in installments, on a revolving loan, within the framework of the minimum monthly payment);
- 4) remuneration accrued for the current payment period as part of the minimum monthly payment;
- 5) forfeiture (fine, penalty) in the amount determined in accordance with the loan agreement and/or the Bank Tariffs (in the sequence: installment plan, revolving loan, as part of the minimum monthly payment);
- 6) fees and other payments related to the issuance and servicing of a loan/credit limit;
- 7) costs incurred by the Bank in connection with non-fulfillment and/or undue fulfillment by the borrower of his/her obligations under the loan agreement.

278. If the borrower has not deposited money into the Account to pay monthly payments on time, then this circumstance shall be considered as non-fulfillment by the borrower of obligations under the loan agreement.

279. For non-payment or late payment of monthly payments, the Bank shall be entitled to demand payment of penalties (fines) in accordance with the loan agreement and Tariffs, and the borrower shall undertake to pay all debts in full.

280. If the borrower has deposited money into the Account before the payment period, then the money intended to repay installment purchases in the partner network/outside the partner network, which, according to the relevant application of the borrower, have been transferred from the revolving loan through Communication Channels, shall be on the Account/ Card in the form of own funds before the beginning of the payment period. During the payment period, money in the amount of not more than monthly payments from the borrower's own funds (if any) shall be used to repay the debt.

If the money is placed on the Account before the start of the payment period, the amount of the technical overdraft/ unauthorized technical overdraft (if any) and/or outstanding purchases outside the network of partners/in the network of partners, according to the relevant application of the borrower submitted through the Communication Channels, from installments to revolving credit, shall be repaid before the start of the payment period, in case of insufficient funds to pay at the expense of the credit limit.

281. Early (full or partial) repayment shall be performed on the basis of the relevant application/request of the borrower submitted through the Communication Channels.

If, for early repayment, the amount of money received (available) is more than the amount owed by the borrower, the excess shall be credited as the borrower's own funds.

282. In case of default on time, the Bank shall be entitled to block the Card (including all additional Cards). Such blocking of the Card can be performed on the next day after the end of the payment period.

283. Unblocking of a Card previously blocked by the Bank shall be performed by the Bank automatically, after receipt of sufficient money to repay all previously unpaid monthly payments, not later than one (1) business day from the date of receipt of the money in full.

284. The borrower confirms that he has read and agrees with the procedure for early repayment of the credit limit.

285. In the event that the term of the credit limit is not subject to extension, the Bank shall inform the borrower through the RBS and the ways stipulated in these Standard Terms. The remaining amount of the credit limit shall be repaid in the last month of the term of the credit limit.

In case of extension of the term of the credit limit, the obligations, conditions for repayment of the credit limit and calculation of the monthly payment shall be extended to the new term of the credit limit, taking into account the amount of the credit limit used at the time of extension.

## **5. Credit limit with the option of installments and a revolving loan SmartCard 2.0/Diamond**

286. Within the framework of these Standard Terms and in accordance with the terms of the loan agreement and/or the Application-Offer for Issuing a Credit Card, the Bank shall open an Account, issue the Card, provide for its maintenance and set a credit limit on the Card for consumer purposes/for refinancing on the terms stipulated in these Standard Terms and the loan agreement, and the Borrower

shall use, in accordance with these Standard Terms and the loan agreement, timely pay off outstanding card transactions, as well as pay for the Bank services in accordance with the Tariffs.

287. The Bank shall be entitled to cancel the amount of the credit limit without acceptance in any of the following cases, but not limited to:

- the borrower is involved in the litigation as a defendant and/or a third party who does not make independent claims on the defendant's side;
- the borrower's property and his/her Accounts have been seized and/or foreclosed on, or there is a real threat of these events;
- the borrower violated his/her obligations to the Bank;
- the borrower's loss of officially confirmed income or a significant decrease in it;
- deterioration of the Bank's financial condition;
- misuse of the loan;
- changes in the requirements of the legislation of the Republic of Kazakhstan affecting the due fulfillment by the Bank of the terms of the loan agreement;
- the borrower reaches retirement age;
- if there are restrictions imposed by authorized bodies on the borrower's money or bank accounts;
- if the Bank has doubts about the proper fulfillment of its obligations by the borrower in the future;
- in case of termination of operations on the Card or upon expiration of the Card, to notify the Client about it through one of the Communication Channels chosen by the Bank and/or by other means that do not contradict the legislation of the Republic of Kazakhstan, ten (10) calendar days before the date of cancellation of the amount of the credit limit, if the Client has not contacted the Bank after receiving the notification about the cancellation of the credit limit.

288. When refinancing a loan, the credit limit becomes unavailable for transactions – until the debt is fully repaid/the credit limit is cancelled and the bank account is closed on the refinanced Card:

- on the Card from which money is transferred to refinance the loan;
- using the Card to which the money is being transferred in order to refinance the debt (repayment).

289. The Bank, within the framework of Standard Terms and in accordance with the terms of the loan agreement, shall perform actions to open an Account, issue a Card, and set a credit limit on the Card on terms of urgency, payment, and repayment.

290. The terms for granting the credit limit, including the amount, currency, term and availability of the credit limit, repayment method, as well as the amount of the interest rate, AERR and penalties (other types of collateral) shall be specified in the loan agreement.

291. After the repayment of the credit limit or during the term of the loan agreement, the Bank shall be entitled to change the amount of the credit limit. Acceptance of the credit limit and its amount shall be the use of the credit limit by the Client. At the discretion of the Bank, the extension of the loan agreement shall be performed an unlimited number of times, but not more than during ten (10) years.

292. The Borrower shall conduct card transactions at the expense of a loan provided by the Bank within the established credit limit and his/her own funds in the Account (available funds).

293. The established credit limit shall become available from the moment it is granted, except in cases of loan refinancing and/or non-fulfillment/undue fulfillment by the borrower of the obligations to the Bank, including in the case of a one-time late payment exceeding ninety (90) calendar days. The Credit limit shall be available only through the use of the Card and the Card Service Account in accordance with the procedure stipulated in these Standard Terms, the loan agreement.

294. When calculating the remuneration, the date of the credit limit and the refund date shall be taken as one (1) day. In this case, the year shall be considered to be three hundred and sixty (360) calendar days, a month equal to thirty (30) days.

295. The Borrower's debt to the Bank shall arise as a result of: making a purchase payment by the borrower, including purchases abroad, online purchases, payment for services, including payment for services in the RBS, cash withdrawal/money transfer, accrual of remuneration by the Bank, accrual of payments and fees, technical overdraft/unauthorized technical overdraft payable by the borrower.

296. During the payment period, the borrower must make a monthly payment in the amount established by the loan agreement and/or other payments for transactions conducted since the date of setting the credit limit and the debt not repaid in accordance with the terms of the product and the Bank Tariffs.

297. Remuneration shall be accrued by the Bank immediately for the entire amount of each card transaction, with the exception of installment purchases in the partner network/outside the partner network, starting from the day of the card transaction until the day of the last loan payment.

298. Technical overdraft/unauthorized technical overdraft may occur:

- in case of unauthorized transactions;
- in case of receipt of financial documents for payment in a foreign currency for an amount more than the Account balance in tenge/available credit limit.

299. At making by the Borrower of:

1) installment purchases in the partner network/outside the partner network - funds from the borrower's credit limit shall be spent;

2) purchases that are transferred from an installment plan to a revolving loan - the borrower's own funds shall be spent (if available), and if there are no own funds on the Account, payment shall be made at the expense of the credit limit.

300. Receiving cash through an ATM/cash desk/POS terminal, transferring money using a Card through an ATM, IPT, SDB, shall be performed at the expense of the borrower's own funds and/or at the expense of the established credit limit with the payment of a fee set by the Bank Tariffs.

301. The amount of the received payment under the loan agreement, if it is insufficient to fulfill the borrower's obligations, shall be sent to repay the borrower's debt in the following order:

1) principal debt (in sequence: overdue principal debt under the Credit Limit, as part of the monthly payment);

2) remuneration arrears within the framework of the issued monthly payment;

3) forfeiture (fine, penalty) in the amount determined in accordance with the loan agreement with the option of installments and revolving loans and/or the Bank Tariffs (in sequence: by the credit limit, within the framework of the monthly payment);

4) the amount of the principal debt for the current payment period (in sequence: the principal debt under the credit limit, as part of the monthly payment);

5) remuneration accrued for the current payment period as part of the issued monthly payment;

6) fees and other payments related to the issuance and servicing of a loan/credit limit;

7) costs incurred by the Bank in connection with non-fulfillment and/or undue fulfillment by the borrower of his/her obligations under the loan agreement.

After ninety (90) consecutive calendar days of delay, the amount of the received payment under the loan agreement, if it is insufficient to fulfill the borrower's obligation, shall be sent to repay the borrower's debt in the following order:

1) principal debt (in sequence: overdue main credit limit, within the framework of the monthly payment);

2) remuneration arrears within the framework of the issued monthly payment;

3) the amount of the principal debt for the current payment period (in the sequence: the principal debt to the credit limit, as part of the monthly payment);

4) remuneration accrued for the current payment period as part of the issued monthly payment;

5) forfeiture (fine, penalty) in the amount determined in accordance with the loan agreement and/or the Bank Tariffs (in the sequence: by the credit limit, within the framework of the monthly payment);

6) fees and other payments related to the issuance and servicing of a loan/credit limit;

7) costs incurred by the Bank in connection with non-fulfillment and/or undue fulfillment by the borrower of his/her obligations under the loan agreement.

302. If there is no money on the Account to pay monthly payments on time, then such a circumstance shall be considered as non-fulfillment by the borrower of obligations under the loan agreement.

303. For non-payment or late payment of monthly payments, the Bank shall be entitled to demand payment of forfeiture (penalties, fines) in accordance with the loan agreement with the option of

installments and revolving loans and/or the Bank Tariffs, and the borrower shall undertake to pay all debts in full.

304. If the borrower has placed money into the Account before the payment period, the money intended to repay installment purchases in the partner network/outside the partner network, which, according to the relevant application of the borrower, were transferred from the revolving loan through the RBS, shall be placed in the form of own funds before the payment period. During the payment period, money in the amount of not more than monthly payments from the above-mentioned borrower's own funds (if any) shall be sent to repay the debt. If the money is placed in the Account before the start of the payment period, the amount of the technical overdraft/unauthorized technical overdraft (if any) and/or outstanding purchases outside the network of partners/in the network of partners, according to the relevant application of the borrower submitted through the Communication Channels, from installments to revolving credit, shall be repaid before the start of the payment period.

305. Early (full or partial) repayment shall be performed on the basis of the relevant application/request of the borrower submitted through the Communication Channels.

306. If the amount of money received (available) for early repayment is greater than the amount owed by the borrower, the excess shall be credited as the borrower's own funds. In case of default on time, the Bank shall be entitled to block the Card (including all additional Cards).

307. Unblocking of a Card previously blocked by the Bank shall be performed by the Bank automatically, after receipt of sufficient money to repay all previously unpaid monthly payments, not later than one (1) business day from the date of receipt of the money in full, except in cases of non-fulfillment and/or undue fulfillment by the Borrower of obligations to the Bank, including in case of a single payment delay exceeding ninety (90) calendar days.

308. The borrower confirms that he is aware and agrees with the procedure for early repayment of the credit limit.

309. If the term of the credit limit is not subject to extension, which the Bank informs the borrower about through the Communication Channels stipulated in the Standard Terms, the remaining amount of debt shall be repaid in accordance with the repayment procedure established by the loan agreement and the legislation of the Republic of Kazakhstan.

310. In case of extension of the term of the credit limit, the obligations shall be extended for a new term of the credit limit, taking into account the amount of the credit limit used at the time of extension.

311. Card transactions using the credit limit shall be defined as:

- 1) in installments - online/offline partners on the terms and within the time limits set by the loan agreement and Tariffs;
- 2) revolving credit without grace period - transactions conducted to receive cash, transfer operations/payments in the RBS.

312. The fee for changing the terms of the provided credit limit (loan) shall be payable in the next monthly payment, followed by presentation for payment within the number of months for which the option was initiated, according to the conditions set by the Tariffs, if the changes are made on the initiative of the borrower.

#### **Article 4. Statements**

313. The Client shall be entitled to receive the Card statement. The statement reflects all transactions With the Card, including fees, interest and other payments withheld by the Bank, as well as the Account balance. The Client can receive Bank statements at the Bank Branch/Outlet, through the RBS and Communication Channels. For each statement sent, the Bank may charge the Client a commission according to the Bank Tariffs in effect on the day of the transaction. Failure to receive the statement shall not release the Client/cardholder/additional Cardholder from fulfilling the obligations under the loan agreement. The transactions of the current month may be reflected in the statement of subsequent months.

314. The Bank shall not be responsible for failures in the operation of electronic information

Transmission channels and other force majeure circumstances that arose after sending the statement and resulted in the late receipt or non-receipt of the statement by the Client.

#### **Article 5. Disputable Transactions**

315. The Client shall be entitled to contact the Bank in cases of disagreement on the transactions reflected in the statement. At the request of the Client, the Bank shall conduct verification activities, the results of which shall be communicated to the Client through the same Communication Channels through which the Client contacted the Bank.

316. When the Bank verifies a disputed transaction in order to reduce the risk of unauthorized use of the Card, the Bank, in the interests of the Client, at its discretion, may take measures to prevent losses and expenses of the Client, including blocking the Card and/or withdrawing it.

317. In order to reduce the risk of unauthorized use of Cards as a result of unauthorized Card transactions, the Bank shall be entitled to restrict transactions in favor of service providers at its discretion.

318. If the Client's claim for a disputed transaction has been recognized by the Bank as justified, the Bank shall make a refundable payment for the amount of such transaction. At the same time, the fees, interest and other payments made by the Client, previously accrued on the amount of the disputed transaction and received by the Bank, will not be refunded.

319. If, as a result of the verification of a disputed transaction, the Client's claim is found to be unfounded, the Bank shall be entitled to require the Client to pay at the actual cost or reimburse all Bank expenses related to the Bank's verification of such disputed transaction.

320. Any dispute, demand or claim related/arising in connection with the conclusion, undue performance by the Parties of these Standard Terms/loan agreement or their invalidity, shall be resolved by the Parties in accordance with the procedure stipulated by the legislation of the Republic of Kazakhstan, in court and/or arbitration court and other methods, at the location of the Bank or its branch – at the discretion of the Bank, which the Client certainly agrees with.

321. The Client/Cardholder shall be solely responsible for all transactions conducted (performed, passed) by service providers engaged in brokerage, dealer and/or investment activities, as well as transactions related to replenishment of electronic wallets. The Client/Cardholder shall not be entitled to dispute the situations related to such transactions, as he/she initially agrees to all their terms and accepts risks. It is prohibited to challenge the terms of service providers engaged in brokerage, dealer and/or investment activities, withdrawal and cashing of money from personal accounts opened in the name of the holder with such service providers, as well as challenging possible profits and losses as a result of investment and other activities related to such service providers. Challenging the transactions stipulated in this paragraph shall be prohibited by the rules of international payment systems.

#### **Article 6. Settlement Procedure**

322. On the day of receipt of the financial confirmation, the Bank shall write off money by direct debit of the Account equivalent to the amounts of transactions conducted on all Cards issued to the Client under the Standard Terms and made available for payment by banks and organizations providing additional services to the Client through the payment system (PS), processing centers and other means, including commission to the Bank, stipulated by the Bank Tariffs and the Application-Offer, with conversion at the Bank exchange rate in case of differences in the currencies of the transaction and the Account. If there is not enough money on the Account or the credit limit to debit money from the Account equivalent to the amounts of transactions made on all Cards, the Client will have a technical overdraft/unauthorized technical overdraft, which the Client must repay in accordance with the Standard Terms, to which the Client unconditionally agrees.

323. The Bank shall convert the transaction amounts into the Account currency according to the conversion rates set by the PS and/or the Bank. The Client shall not be entitled to challenge the conversion rates.

324. The losses caused to the Bank due to the fault of the Cardholder/additional Cardholder shall be paid by the Client. The Bank, at its discretion, shall be entitled to require the fulfillment of certain

obligations under the Standard Terms from the Cardholder/additional Cardholder. The Cardholder/Additional Cardholder agrees and accepts this condition.

325. The Bank shall be entitled to debit the Account for all amounts of obligations and losses incurred as a result of issuing and using the Card/additional Cards/Account or as a result of non-compliance by the Client (Cardholder/additional Cardholder) of the Standard Terms and/or Rules and/or other regulations of the Bank and/or the legislation of the Republic of Kazakhstan and/or the rules of the PS.

326. The Bank shall credit the Account according to payments made by the Client or a third party, or by assigning a technical overdraft/unauthorized technical overdraft to the Account in the manner specified in Article 1 of this Card Use Rules Section. The Bank may deduct commissions and other payments from the Account, including allowing a debit balance on the Account.

327. In the event that the Bank allows payments (transactions) from the Account, despite the lack of money (if the available limit is exceeded), it shall be considered that the Bank has provided the Client with a loan for the appropriate amount from the date of such payment, on the terms and conditions in accordance with the Standard Terms, the loan agreement, the Bank Tariffs in force on the day of granting such a loan.

328. In case of authorization confirmation by the Bank, the authorization amount shall be blocked on the Account for a period not exceeding thirty (30) calendar days from the date of blocking, until the Account is debited for this amount or the authorization amount is canceled. The available limit shall be reduced by the amount of authorization confirmed by the Bank. If the operation was performed without authorization, the amount of the available limit shall be reduced on the day the corresponding amount is presented for payment. In the absence of an available limit or own funds on the Client's Account, a technical overdraft/unauthorized technical overdraft shall arise, which the Client must repay in accordance with the Standard Terms, to which the Client unconditionally agrees.

329. The Bank shall calculate the remuneration for the loan based on the amount of the debit balance of the Account on each day of the settlement period.

330. The amounts deposited (credited) into the Accounts (including remuneration, refund, etc.), regardless of the purpose of the payment, shall be sent to repay the debt, in the order and priority according to the legislation of the Republic of Kazakhstan.

331. The Bank shall be entitled to unilaterally waive the collection of accrued fines (penalties) and not require the Client to fulfill obligations to repay them.

332. In the event of a technical overdraft/unauthorized technical overdraft and non-fulfillment of obligations during the settlement period, the Bank shall temporarily suspend the validity of all Cards issued (provided) by the Bank to the Client, and send in an undisputed (non-acceptance) manner all transferred (received) to the Account of the amount for repayment of the incurred debt. The Bank shall direct, in an undisputed (non-acceptance) manner, money deposited into any Client's bank accounts, with the exception of money received by the Client in the form of benefits and social benefits paid from the state budget and (or) the State Social Insurance Fund, held in bank accounts opened at the request of the borrower, in accordance with the procedure established by regulatory legal acts, acts of the authorized body, alimony (money intended for the maintenance of minors and disabled adult children), as well as housing payments, stipulated by the Law of the Republic of Kazakhstan "On Housing Relations"; money deposited on the terms of a notary's deposit, and money held in bank accounts under an educational savings deposit agreement concluded in accordance with the Law of the Republic of Kazakhstan "On the State Educational Savings System" and money held in bank accounts in housing construction savings banks in the form of housing construction savings accumulated through the use of housing payments (and, if required, a conversion is made at the Bank exchange rate on the day of the transaction) in order to repay the debt incurred. If there is no money on the Client's Accounts sufficient to repay the debt owed to the Bank, including the loan amount, loan fees and other payments and expenses of the Bank, including technical overdraft/unauthorized technical overdraft, the Bank shall be entitled to block the Accounts and send the available and incoming money without acceptance to repay the above-mentioned expenses and debts.

The Bank also shall be entitled to issue (present) to the Client claims for repayment of debts owed to the Bank, including the loan amount, remuneration and other payments and expenses of the Bank,

including technical overdraft/unauthorized technical overdraft, to any Client's account in any bank of the Republic of Kazakhstan, with the exception of money received by the Client in the form of benefits and social benefits paid from the state budget and (or) the State Social Insurance Fund held in bank accounts opened at the request of the Client (borrower), in accordance with the procedure defined by the regulatory legal act of the authorized body, alimony (money intended for the maintenance of minors and disabled adult children), as well as housing payments stipulated by the Law of the Republic of Kazakhstan "On Housing Relations"; money deposited on the terms of a notary's deposit, and money held in bank accounts under an educational savings deposit agreement concluded in accordance with the Law of the Republic of Kazakhstan "On the State Educational Savings System" and money held in bank accounts in housing construction savings banks in the form of housing construction savings accumulated through the use of housing payments.

333. If there is insufficient money on the Client's bank account, the payment demand shall be executed by direct debit of the Client's bank account as soon as the money is received.

334. The payment request submitted to the Client's current account shall be executed by direct debit of his/her current account within fifty percent (50%) of the amount of money held on it and (or) of each amount of money subsequently credited to his/her current account, without waiting for the receipt of the entire amount specified in the payment demand.

335. 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 the suspension of debit transactions on the Account, seizure of money held in the Client's Account, shall be performed in accordance with the procedure and cases stipulated by the legislation of the Republic of Kazakhstan.

It is not allowed to seize or suspend debit transactions on Accounts intended for crediting benefits and social benefits paid from the state budget and (or) the State Social Insurance Fund, housing payments, alimony (money intended for the maintenance of minors and disabled adult children), as well as money deposited on the terms of a notary's deposit.

336. If the Client initiates a transaction (payment/transfer) before the date and time of receipt by the Bank of executive/payment documents/decisions (orders) of authorized officials/government agencies (the execution of which is stipulated by the legislation of the Republic of Kazakhstan) on the suspension of debit transactions on the Account, then such transaction (payment/transfer) shall be processed/completed by the Bank and shall be reflected on the Client's Account.

337. Debit transactions on the Client's Account shall be resumed after the withdrawal by an authorized state body or official of the decision and/or order to suspend debit transactions on the Account, as well as in accordance with the procedure established by the Criminal Procedure Code of the Republic of Kazakhstan, and the Law of the Republic of Kazakhstan "On Rehabilitation and Bankruptcy", the Law of the Republic of Kazakhstan "On Payments and Payment Systems".

The arrest imposed on the money held in the Client's Account is removed on the basis of a corresponding written notification from the person entitled to seize the Client's money, either after the Bank executes a collection order submitted to execute the previously seized money held in the Account, or in cases stipulated by the Law of the Republic of Kazakhstan "On Enforcement Proceedings and Status of Bailiffs".

The Bank shall return without execution the unfulfilled requirements to the Account, decisions and (or) orders of authorized state bodies or officials to suspend debit transactions on the Client's Account, to seize the money held in the Client's Account, upon closing the Client's Account in accordance with the procedure established by the legislation of the Republic of Kazakhstan.

338. When the Bank receives the Client's instructions for making payments and (or) money transfers from his/her Account without using a Card, the Client's instructions from the Client's Account shall be executed within the limits of the remaining money on the Account, minus the amounts of transactions for which authorization was performed and money was blocked in the Account, in accordance with these Standard Terms, except in cases of technical overdraft/unauthorized technical overdraft.

339. In case of erroneous withdrawal from the Client's Account or erroneous crediting of money to the Client's Account, for which the Client did not perform operations using the Card and notified the Bank

of this fact, after detecting the erroneous withdrawal or erroneous crediting, the remaining money on the Client's Account as of the moment of the erroneous withdrawal or depositing money.

340. The use of the Card in a currency other than the Account currency shall be made on the same terms and within the same time frame as transactions in the Account currency. In this case, the conversion of the Account currency into the transaction currency shall be performed in accordance with the Card Usage Rules set out in Chapter 1 of this Section of the Standard Terms and at the exchange rate of the PS and/or the Bank exchange rate for Card transactions set on the date of debiting the transaction amount from the Account.

341. The Client understands and unconditionally agrees that when paying abroad in the currency of the Account, the Bank shall perform the conversion in accordance with the agreements concluded between the participants of the payment card system at the conversion rates set by the PS and/or the Bank.

342. When calculating the remuneration for a loan or a credit account balance, the Bank shall proceed from the base: the actual number of thirty (30) days in a month, three hundred and sixty (360) days in a year.

### **Article 7. Interactive Voice Response System**

343. IVR – Interactive Voice Response – Interactive Voice Response, by which the 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.

344. The Bank shall be entitled, at its discretion, to provide the Client with the opportunity to set a PIN code through the Interactive Voice Response service, receive Account information, and perform other actions in his/her interests at the discretion of the Bank. The Bank shall be entitled to suspend and/or completely terminate the operation of the Interactive Voice Response service at any time. The Interactive Voice Response service may also be temporarily unavailable during maintenance or due to technical interruptions.

345. The IVR services shall be provided during authentication of the Client by the Bank.

346. The Client hereby unconditionally agrees that the mobile phone (other device/equipment) with the registered number indicated by the Client in the Application-Offer shall be considered to be in the possession and use of the Client, who independently shall bear the risk and responsibility regarding the disclosure of information about the Client and his/her bank accounts and Card, balances and money movement on these accounts and other information that constitutes a banking secret to persons who have gained access to the Client's mobile phone (device/equipment) and have used the Interactive Voice Response (IVR) service, from the Client's registered number indicated in the Application-Offer (including if there are grounds to suspect unauthorized access by third parties to information provided to the Client by the Interactive Voice Response (IVR) service). The Client shall be authenticated by the Bank when accessing the Interactive Voice Response from the registered mobile phone number specified by the Client in the Application-Offer.

347. In order to prevent unauthorized use of the voice menu service by third parties, the Client shall be obliged to maintain confidentiality and secrecy regarding the Card number, and under no circumstances disclose it to anyone due to the fact that the latter is an important means of protecting access to the Interactive Voice Response (IVR) system. If the Client suspects that the means and data allowing access to the automated system may be known or accessible to third parties, the Client must immediately contact the Bank in order to change them.

348. In case of force majeure circumstances, including such as: accidents, failures or interruptions with equipment, power supply systems and/or communication lines or networks that are provided, supplied, operated and/or serviced by third parties, the Bank shall not be responsible for such accidents, failures or interruptions in the maintenance of the Interactive Voice Response (IVR).

### **Article 8. Rights and Obligations of the Parties**

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

- 1) in order to prevent fraudulent actions against the Client and/or transactions, to unilaterally set/change restrictions/limits on certain types of card transactions using the Card (including by type of transactions, by service area, and by the duration of the restriction/limit) without additional notification to the Client. The list of card transactions, depending on the type of Card, shall be determined by the Bank;
- 2) without prior notice, partially or completely, to restrict the right to use the Card/additional Card and Account in case of non-compliance or if the Bank has grounds to assume that the Client (Cardholder/additional Card holder) has not complied with the Standard Terms/loan agreement and/or Rules and/or other internal documents/regulations of the Bank and/or legislation of the Republic of Kazakhstan, as well as with the recommendation of the payment system;
- 3) to refuse to conduct transactions on the Client's Account, suspend the execution of instructions and (or) block the transaction amount, in cases stipulated by these Standard Terms and the legislation of the Republic of Kazakhstan;
- 4) to refuse to accept the Client's instructions if there is no amount of money on the Client's Account sufficient to fulfill this instruction, to close the Client's Account if there are unfulfilled requirements to the Client's Account;
- 5) request documents from the Client confirming the validity of the payment and currency transactions;
- 6) to provide the Client, upon request, with the Rules on the General Terms and Conditions of Banking Operations, as well as the Bank Tariffs;
- 7) to change the size of the credit limit in accordance with the procedure and in cases stipulated by these Standard Terms, the loan agreement and/or the Client's Application-Offer;
- 8) to establish as a term for issuing a Card the making of an insurance deposit or other security with the opening of a bank Account with the conclusion of a separate agreement regulating the terms of maintenance;
- 9) to refuse to change the terms of the Card collateral agreement or to terminate it prematurely in the absence of other collateral on the Card;
- 10) to retain the right of collateral for securing the Card until the Client has completely fulfilled all obligations under the loan agreement and to foreclose on collateral in case of non-fulfillment/undue fulfillment by the Client of obligations under the loan agreement;
- 11) to unilaterally improve the terms of the loan agreement established on the date of conclusion of the loan agreement with the Client.

An improvement in the term for the Client shall mean:

- a change to reduce or completely cancel the forfeiture (fine, penalty);
  - a change in the direction of reducing the interest rate under the loan agreement;
  - a change in the direction of increasing the credit limit on the Card (with the consent of the Client obtained through the Communication Channels, by methods established by the Bank);
  - a downward change or complete cancellation of fees and other payments for the provision of services related to servicing a bank loan;
  - deferral and (or) installment payments under the loan agreement;
  - deferral for military personnel for a period including the period of compulsory military service and sixty (60) calendar days after its termination without accrual of interest on the loan, in accordance with the procedure established by the legislation of the Republic of Kazakhstan, with an increase in the loan term for the corresponding period (effective from 1 January 2025);
- 12) to unilaterally prohibit the use of Cards at certain service points and/or countries;
  - 13) to close the Card issued in the form of a plastic/metal card if the Client fails to appear at the Bank to receive the Card, within three (3) calendar months from the date of submission of the Application-Offer, or after three (3) months from the date of withdrawal of the Card by the ATM/payment terminal, if the Bank does not receive a written application from the Client about the return of the Card;
  - 14) not to refund the paid (debited from the Account) fee for issuing the Card and other related payments if the Client does not wish to receive the reissued Card, if the Card is not activated and/or the Client violates these Standard Terms;
  - 15) to withdraw (debit) from the Account without the prior consent of the Client:

- the amount of the technical overdraft/unauthorized technical overdraft;
- the amount of the transaction for which the Bank has received confirmation from the PS, other banks or processing centers;
- the amount owed on loans (including the amount of the principal debt, remuneration for loans, including remuneration for late repayment of loans, penalties, etc.);
- any erroneously credited money, including, but not limited to, refunds, deposits from other individuals and legal entities, and remuneration accrued on the Account;
- the amount of any debt owed by the Client to the Bank;
- the Bank fee debited from the Account in accordance with the Tariffs in effect on the day of the transaction;

16) to close the Client's Account if there are no transactions (movements) on the Account during one (1) calendar year;

17) when closing accounts using payment cards, to notify the Client of the account closure by posting a corresponding notification on the Bank website indicating the period of absence of movement and the planned closing date, not later than fifteen (15) calendar days before closing;

18) at its discretion, to determine the time (period) when the loan is requested by the Bank and to require the Client to repay the debt in full, including in case the Client fails to fulfill his/her obligations under the Standard Terms, the loan agreement, as well as in case the Card is closed/expired;

19) in case of violation by the Client of the debt repayment period and if there is no money on the Account sufficient to repay it, to write off (debit the account) without the Client's order, money in an amount sufficient to repay the debt from other Client accounts opened with the Bank and other banks of the Republic of Kazakhstan, with the exception of money received by the Client in the form of benefits and social benefits paid from the state budget and (or) the State Social Insurance Fund, alimony (money intended for the maintenance of minors and disabled adult children), held in bank accounts opened at the request of the Client (borrower), in accordance with the procedure established by the regulatory legal act of the authorized body, as well as housing payments stipulated by the Law of the Republic of Kazakhstan "On Housing Relations"; money deposited on the terms of a notary's deposit and money held in bank accounts under an educational savings deposit agreement concluded in accordance with the Law of the Republic of Kazakhstan "On the State Educational Savings System" and money held in bank accounts in housing construction savings banks in the form of housing construction savings accumulated through the use of housing payments and send them to pay off the debt. If the Accounts from which the debit is made are opened in a currency other than the currency in which the Account is opened, to convert such money into the currency of the Account at the exchange rate of the Bank on the date of debit, while collecting the Client's debt on the loan by submitting a payment demand shall be limited to fifty percent (50%) of the amount of money located in his/her bank account, and (or) from each amount of money that shall be subsequently credited to the Client's bank account, and shall be performed without waiting for the entire amount to be credited to the bank account, required for the complete fulfillment of the payment demand. This restriction shall not apply to the money held in the Client's savings account;

20) to debit from the Account the amounts of transactions previously performed by the Client within one hundred and eighty (180) calendar days, including in case of refusal, blocking of the Card, expiration from the date of return of the Card to the Bank or expiration of its validity;

21) to monitor the quality of service, to record telephone conversations with the Client when contacting the Contact Center or other subdivisions of the Bank, as well as use an audio recording to confirm the fact of such an appeal;

22) to cancel the amount of the credit limit and block the Card and collect the Client's debt ahead of schedule if the Client provides false information and/or worsens his/her financial situation and/or the Client fails to fulfill obligations to repay the used loan or part of it, in case of overdue repayment for a period of more than one (1) calendar day of changes in the requirements of the legislation of the Republic of Kazakhstan affecting due execution of the loan agreement by the Bank;

23) to collect the Client's debt ahead of schedule if cases of non-fulfillment by the Client of obligations to repay the used loan or part of it are identified, in case of overdue repayment for a period of more than forty (40) calendar days;

24) to use the Client's consent to submit information about him/her to the Credit Bureau and issue a credit report, as well as consent to receive information on deductible mandatory pension contributions to saving pension funds provided by the State Corporation Government for Citizens NC JSC in accordance with the current legislation of the Republic of Kazakhstan, during the term of the loan agreement;

25) to require the Client to provide the documents required for conducting transactions on the Account in accordance with the currency legislation of the Republic of Kazakhstan and not to conduct transactions with the Account until the required documents are provided;

26) for undue fulfillment and/or non-fulfillment by the Client of the obligations assumed under the loan agreement and/or for violation of the Standard Terms, as well as in case of failure to comply with the requirements arising from the notice of overdue debt specified in these Standard Terms, the Bank shall be entitled to apply all measures stipulated by the legislation of the Republic of Kazakhstan and the Standard Terms, including the Bank's right to foreclose in an undisputed (non-acceptance) manner, by direct debit of the Account, including by submitting a payment demand, for money, available on any bank accounts of the Client opened with the Bank or with other banks and/or other organizations engaged in certain types of banking operations, with the exception of money received by the borrower in the form of benefits and social benefits paid from the state budget and the State Social Insurance Fund, alimony (money intended for the maintenance of minors and disabled adults children) that are in bank accounts opened at the request of the Client (borrower), in accordance with the procedure established by the regulatory legal act of the authorized body, as well as housing payments stipulated by the Law of the Republic of Kazakhstan "On Housing Relations", lump-sum pension payments from the unified saving pension fund for the purpose of improving housing conditions and (or) paying for treatment stipulated by the Law of the Republic of Kazakhstan "On Pension Provision in the Republic of Kazakhstan", money held in bank accounts in housing construction savings banks in the form of housing construction savings accumulated through the use of housing payments, money, funds held in bank accounts with second-tier banks in the form of savings for major repairs of the common property of the condominium facility, with the exception of penalties based on court decisions in cases of non-fulfillment of obligations under contracts concluded for the purpose of major repairs of the common property of the condominium facility, money held in bank accounts intended to transfer compensation for investment costs in accordance with the legislation of the Republic of Kazakhstan in the field of public-private partnership and on concessions, money deposited on the terms of a notary's deposit, money, funds held in bank accounts under the educational savings deposit agreement concluded in accordance with the Law of the Republic of Kazakhstan "On the State Educational Savings System", money held in the current accounts of private bailiffs intended to store recovered amounts in favor of collectors (effective from 1 October 2021).

All expenses incurred by the Bank in this regard shall be included in the Client's debt;

27) in case of repayment of overdue loan/credit limit debt at the expense of funds received by direct debit of the borrower's bank accounts opened with the Bank, other banks and organizations engaged in certain types of banking operations, the Bank shall be entitled to send the amounts received during the execution of the payment request and exceeding the amount of overdue loan/credit limit debt, partial/full early repayment of the debt under the loan agreement, and the Borrower unconditionally and irrevocably agrees with this;

28) to independently install the "Mobile phone number +Card" connection for any valid unblocked Card/valid Client's Account;

29) to assign the rights (claims) under the loan agreement to third parties stipulated by the legislation of the Republic of Kazakhstan without obtaining the consent of the borrower;

30) to transfer the debt for pre-trial collection and settlement to a collection agency, if the borrower is overdue in fulfilling obligations under the loan agreement.

350. The Bank shall be entitled to unilaterally withdraw from the execution of the Adhesion Contract (to refuse to conduct a transaction) in the following cases:

- non-submittal by the Client of the information or documents required to identify the Client, his beneficial owner, in order for the Bank to comply with the requirements of the RK Law “On Countering the Legalization (Laundering) of Proceeds from Crime and the Financing of Terrorism”, U.S. Foreign Account Tax Compliance Act, the Convention on Mutual Administrative Assistance in Tax Matters (OECD);
- if the Bank has grounds to assume that transactions with the Client’s money and (or) other assets are related to the legalization (laundering) of proceeds from crime and (or) the financing of terrorism, recognized in accordance with the legislation of the Republic of Kazakhstan on countering the legalization (laundering) of proceeds from crime and the financing of terrorism, illegal production, trafficking and (or) transit of drugs;
- if the Bank has grounds to assume that the transaction with money is related to fraud, deceit and other illegal actions under the laws of the Republic of Kazakhstan;
- if any of the Client’s statements, information and/or guarantees made (provided) by the Client were invalid (unreliable) or became invalid during the period of legal relations with the Bank;
- in other cases, stipulated by the legislation of the Republic of Kazakhstan.

351. The Bank shall be entitled to terminate business relations with the Client by unilaterally canceling the Adhesion Contract in cases, including, but not limited to:

- the occurrence of suspicions in the process of studying transactions that the business relationship is used by the Client for the purpose of legalizing (laundering) proceeds from crime or financing terrorism, related to the illegal production, trafficking and (or) transit of drugs;
- if the Bank has grounds to assume that the transaction with money is related to fraud, deceit and other illegal actions under the laws of the Republic of Kazakhstan;
- if any of the Client’s statements, information and/or guarantees made (provided) by the Client were invalid (unreliable) or became invalid during the period of legal relations with the Bank;
- presence of the Client and/or his Representative, and/or his beneficiary owner, as well as persons related to them, in the sanctions lists/watchlists of the United States of America (hereinafter – the USA), the European Union, Switzerland, the Great Britain, Canada and other states;
- transactions of the Client/his Representative have relevant characteristics/are subject to international sanctions;
- other grounds, stipulated by the legislation of the RK and the INDs on combating legalization (laundering) of proceeds of crime and financing of terrorism.

**352. The Bank shall be obliged:**

- 1) to open an Account for the Client if the Bank has accepted the Application-Offer, except as stipulated in these Standard Terms and the legislation of the Republic of Kazakhstan, and issue the Card within not more than forty-five (45) business days;
- 2) when concluding these Standard Terms, to inform the Cardholder about the conditions, security measures, and the Card Use Rules;
- 3) to ensure that the Card is serviced in accordance with these Standard Terms and the Rules;
- 4) upon the Client’s request, to provide the Client with account statements according to the Tariffs within three (3) business days from the date of receipt of the written request;
- 5) to provide the Client with the opportunity to receive notifications about the loss or theft of the Card around the clock, and upon receipt, to ensure all necessary measures to prevent further use of the Card;
- 6) at the request of the borrower, to provide free of charge, not more than one (1) time per month, within not more than three (3) business days, information in writing on the distribution (for the principal debt, interest, fees, penalties, fines and other types of penalties, as well as other amounts to be paid, indicating overdue payments) the next incoming money to repay the debt under the loan agreement;
- 7) to notify the Client of the occurrence of a technical overdraft/unauthorized technical overdraft within thirty (30) calendar days from the date of its occurrence through the Communication Channels;
- 8) within three (3) banking days from the date of receipt of the duly executed payment documents, the money received in favor of the Client shall be credited to the Account;

9) upon the borrower's application/request for partial or full early repayment to the Bank of the money provided under the loan agreement, free of charge, within no more than three (3) business days, to inform him/her of the amount due for repayment, broken down into principal, remuneration, fees, penalties, fines and other types of penalties, as well as other payable amounts indicating overdue payments;

10) in case of late fulfillment by the Client of obligations to repay debts within the time limits established by the loan agreement/payment schedules, to notify the Client of each case of overdue debt and the need to make payments under the loan agreement /payment schedule, indicating the amount of overdue debt as of the date specified in the notification, within ten (10) calendar days from the date of the delay in the fulfillment of obligations. Notification is performed by the Bank through one of the Communication Channels selected by the Bank and/or by other means that do not contradict the legislation of the Republic of Kazakhstan (effective from 1 October 2021).

If the Client returns the loan within fourteen (14) calendar days from the date of conclusion of the loan agreement, the Bank, in this case, shall not charge penalties or other types of penalties for repayment of the loan, with the exception of remuneration accrued from the date of granting the loan;

11) to notify the borrower (or his/her Representative):

- prior to the conclusion of the assignment agreement of the right of claim about the possibility of transferring rights (claims) to a third party, as well as about the processing of the borrower's personal data (if there is an Application for consent to the collection and processing of personal data), in connection with such assignment in a manner that does not contradict the legislation of the Republic of Kazakhstan;

- on the transfer of the right (claim) to a third party, within thirty (30) calendar days from the date of conclusion of the assignment agreement, indicating the need for further payments to repay the loan to a third party (name and location of the person to whom the right (claim) has been transferred under the loan agreement, the full amount of transferred rights (claims), as well as the remaining overdue and current amounts of the principal debt, interest, fees, penalties (fines, penalties) and other amounts to be paid).

When a Bank assigns a right (claim) under the loan agreement to the third party, the requirements and restrictions imposed by the legislation of the Republic of Kazakhstan on the relationship between the lender and the borrower under the loan agreement shall apply to the borrower's legal relationship with the third party to whom the right (claim) has been assigned;

12) to publish on the Bank website and the Bank Branches/Outlets of announcements of changes in the Standard Terms, Rules not later than fifteen (15) calendar days before the date of their entry into force, and the Tariffs within the time limits specified by the Rules on the General Terms and Conditions of Banking Transactions;

13) to notify the borrower of changes in the terms of the loan agreement in the direction of their improvement in accordance with the procedure provided for in the Standard Terms and the loan agreement;

14) to disclose information about the availability, number of the bank account and transactions on the bank account and other transactions of the Client to third parties, in accordance with the requirements of the legislation of the Republic of Kazakhstan (if there is the Application for consent to the collection and processing of personal data of the Client), except in cases when information is requested by authorized state bodies, in accordance with the legislation of the Republic of Kazakhstan;

15) upon the occurrence of a delay in fulfilling the obligation under the loan agreement, to notify the borrower in the manner and within the time limits stipulated in the loan agreement, but not later than ten (10) calendar days from the date of the delay in fulfilling the obligation about the need to make payments under the loan agreement and the consequences of the borrower's failure to fulfill his/her obligations. By agreement of the parties, the loan agreement provides for the terms and methods of notification of the date of the next payments under the loan agreement;

16) to consider and send a written response to the borrower's written request within the time limits established by the legislation of the Republic of Kazakhstan;

17) to ensure confidentiality of information and maintain banking secrecy on transactions conducted on the Client's Account in accordance with the legislation of the Republic of Kazakhstan.

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

1) independently (via the RBS/Contact Center) to set/change the limit for conducting online transactions using the Card (transaction limit). If the limit is changed through the Contact Center, the recording of the telephone call made by the Bank will be sufficient proof of the content of the verbal request received from the Cardholder. The Bank informs the Client that the purpose of setting the transaction limit is to reduce the risks of possible losses to the Client in case of illegal use of the Card. The Client shall be fully responsible for transactions conducted in case of illegal use of the Card by the third party;

2) to authorize the Bank to suspend (block) the operations on the Card;

3) to receive information from the Bank Branches and Outlets about the availability and balances of money in his/her bank accounts, to conduct debit transactions on bank accounts, while confirming the transaction will be the Client's signature on the cash documents;

3) to contact the Contact Center by phone;

4) to request the Bank about the possibility of changing the credit limit by submitting a written application to the Bank or in the manner stipulated in the loan agreement;

5) to apply to the Bank for blocking/unblocking the Card, including any additional Card issued by the Bank at his/her direction, by submitting a written application to the Bank or by calling the Contact Center (subject to full identification of the Client by the Bank Contact Center operator). The Holder of the additional Card also shall be entitled to apply to the Bank with a request to block the additional Card by calling the Contact Center;

6) terminate the Adhesion Contract on the terms and procedure stipulated by these Standard Terms and the legislation of the Republic of Kazakhstan;

7) to dispose of the money on the Account at his/her discretion, subject to the requirements established by these Standard Terms, to receive statements (certificates) on the Account, to close the Account using a payment Card in accordance with the current legislation of the Republic of Kazakhstan, these Standard Terms and the Bank Tariffs, internal documents of the Bank, subject to due fulfillment of obligations under these Standard Terms;

8) cancel the service of providing information about movement on the Card/ Account via SMS-messages by submitting a written application to the Bank or through the RBS. At the same time, the Client independently allows/does not allow receiving the RBS's PUSH notifications to the mobile device;

9) to take advantage of additional services and privileges (travel insurance, Lounge Key, concierge service, partner discounts, etc.) provided by the PS on the terms established by the PS. The Bank shall not be responsible for the quality, conditions and list of services, privileges and additional services provided to the Bank cardholders. An up-to-date list of additional services and privileges from the PS is posted on the official current PS websites: <https://www.visa.com.kz> and <https://www.mastercard.kz/ru-kz.html>.

**354. The Client shall be obliged:**

1) to provide reliable information in the Application-Offer/loan application/loan agreement;

2) to prevent the transfer of the Card and its details to third parties (including family members or colleagues);

3) to take all possible measures to prevent the loss/damage of the Card;

4) not to allow the Card use by a third party;

5) to protect the Card issued in the form of a plastic/metal card from high/low temperatures, from exposure to electromagnetic fields and mechanical damage;

6) to immediately inform the Bank by phone about the loss/theft of a plastic/metal Card, as well as if the PIN code, secret code, or code word became known to a third party;

7) to provide the information requested by the Bank for identification (verification) of the Client, including, but not limited to: the surname, code word, other information provided by the Client in the Application-Offer/loan application/loan agreement, the Account transactions. To identify the Client,

- the Bank shall be entitled to ask additional questions about the Client's transactions, request other information (registration address, ID card number, date and amount of the last transaction).
- The Bank shall be entitled to refuse to block the Card if the Client has not been successfully identified. The Client must inform the Bank in writing about the loss of plastic/metal of the Card within seven (7) calendar days after the verbal application;
- 8) not to exceed the available limit;
  - 9) when making an operation, to sign the slip (or enter the PIN code at the request of the POS terminal), making sure that the amount and currency indicated in the slip match the actual ones, and in certain cases, to present an identity document. If the amount and/or currency specified in the document differs from the actual amount and/or currency, or the slip is not fully filled in, the Cardholder/additional Cardholder shall not be authorized to sign this document;
  - 10) to keep slips for at least six (6) months;
  - 11) upon the Bank's instructions, to return the Card to the Bank immediately;
  - 12) to monitor the Account usage;
  - 13) to timely pay the fees specified in the Bank Tariffs, as well as other payments based on the terms of the Standard Terms, the loan agreement;
  - 14) promptly, not later than five (5) business days from the date of entry into force of the relevant amendments, to inform the Bank about changes in the information specified in the Application-Offer, loan application and loan agreement;
  - 15) to compensate for losses caused to the Bank due to the fault of the Client (Cardholder/additional Cardholder). The Client shall be responsible for all transactions that the Cardholder/additional Cardholder has performed using the Card or its details;
  - 16) to pay for transactions conducted without authorization (technical overdraft/unauthorized technical overdraft);
  - 17) to replenish the Account during the payment period in the amount required to fulfill the Client's obligations to the Bank;
  - 18) to pay for the Bank services performed in accordance with these Standard Terms, according to the Bank Tariffs;
  - 19) to comply with the rules for making payments/transfers and processing payment documents, conducting currency transactions, established by the legislation of the Republic of Kazakhstan;
  - 20) to ensure that wages and all other income are credited to the Account if the security for the Card and loan is the money available in the Account and credited to the Account in the future. At the same time, collateral is the money available in the Account and credited to the Account in the future, to the extent that the money available in the Account and credited to the Account in the future is sufficient to meet the Bank requirements arising from the loan agreement at the time of their issuance;
  - 21) if the security of the Card and the Loan is the money available in the Account and credited to the Account in the future, before and during the entire term of the loan agreement, to release the security from any claims, encumbrances, demands or any rights on the part of third parties;
  - 22) if the security of the Card and loan is the money available in the Account and credited to the Account in the future (wages and other payments to the Account), at least fourteen (14) calendar days before the end of the receipts to the Account, to inform the Bank in writing about the wish to cease transferring money to the Account;
  - 23) to immediately inform and provide the Bank with any order, instruction, formal demand, authorization, notification or any other document that concerns or may concern the Client's security to the Bank and is handed over to the Client by any third party;
  - 24) to immediately notify the Bank in writing of all court proceedings in which the Client acts as a defendant, as well as of all claims (demands) made to the Client by third parties;
  - 25) to receive cash from Accounts in an amount exceeding KZT 3,000,000 (three million), to notify the Bank in advance, at least three (3) business days in advance;
  - 26) in case of an erroneous transfer of money not belonging to the Client to the Account, to immediately notify the Bank and return the money erroneously credited to the Account to the Bank within three (3) business days;

- 27) to independently make all settlements with the tax authorities of the Republic of Kazakhstan;
- 28) to provide information about the financial condition at the request of the Bank within five (5) business days from the date of receipt of such request by the Bank;
- 29) to comply with the requirements of the currency legislation of the Republic of Kazakhstan when maintaining an Account in a foreign currency or when conducting transactions in a foreign currency;
- 30) to inform the Bank of the intention to terminate the loan agreement and not continue using the Card at least one (1) month before the expiration date of the Card. If the Client has not fulfilled the above-mentioned obligation, the Bank shall extend or shall not extend the validity period of the Card (shall issue a Card with a new validity period) at its discretion, in case of issuing the Card, shall charge a fee for issuing the Card and other related payments. If the Client refuses to receive the reissued Card, the withheld remuneration will not be refunded, and the Client shall be obliged to make the payments submitted by the Bank;
- 31) not to buy or use the Bank services and products for purposes contrary to the legislation of the Republic of Kazakhstan or the Card service points or the rules of the PS;
- 32) not to perform any actions/operations that are illegal and/or aimed at causing harm, damage, including reputation, to the Bank/PS/other banks;
- 33) to receive and use the Card for personal use, to be responsible for transferring the Card details/Cards to third parties;
- 34) in case of claims regarding services provided to the Bank and/or further to the Client by third parties, not to file claims with the Bank or the PS;
- 35) to read about the changes and additions to the Standard Terms, loan agreements and appendices to them, the Rules and Tariffs of the Bank on the Bank website or in the Bank Branches/Outlets. If changes are made to these documents by the Bank in accordance with the procedure stipulated in the Standard Terms, the Client shall be entitled to apply to the Bank for termination of the Standard Terms, loan agreement without paying an additional fee for its termination, if such a fee has been established by the Bank and to cease using the Cards or Account, with mandatory written notification to the Bank of his/her wish not later than one (1) the day before the amendments and additions come into effect;
- 36) when the Bank establishes the Mobile phone number + Card connection service in accordance with this paragraph, to provide the PS with the data of the Mobile phone number + Card connection by transmitting information about the mobile phone number registered in the RBS and the Card. By acceding to the Standard Terms, the Client agrees to the Bank to transfer funds to his/her Account opened in the appropriate currency, as specified by the Bank in the Mobile Phone Number + Card in accordance with this paragraph of the Standard Terms;
- 37) to independently review the changes and additions to the limits for certain types of card transactions using the Card on the Bank website and/or in the RBS;
- 38) to reimburse the Bank for expenses incurred (including by direct debit of the Account) for all transactions/services in accordance with the Tariffs;
- 39) to provide the Bank with the information and documents required and sufficient to identify the Client, his Representative, and identify the beneficial owner in order for the Bank to comply with the requirements of the RK Law "On Countering the Legalization (Laundering) of Proceeds from Crime and the Financing of Terrorism", stipulated by the U.S. Foreign Account Tax Compliance Act, the Convention on Mutual Administrative Assistance in Tax Matters (OECD), information on the beneficial owner to the extent and in accordance with the procedure stipulated by the Bank, documents and information in case of changes in the identification information, the Bank INDs, as well as provide documents and information about the Client's tax residence independently at the request of the Bank;
- 40) to provide the Bank with the documents and information required to perform the functions provided for by the current legislation of the Republic of Kazakhstan and the Bank's INDs;
- 41) in case of changes in the Client's identification/personal data/information about the Client previously provided to the Bank/received by the Bank, to provide the Bank with documents and information not later than five (5) calendar days from the date of the changes.

The additional rights and obligations of the Bank and the Client are similar to the respective rights and obligations of the Parties set out in the Standard Terms; the Parties confirm their obligations under them.

355. If the Bank submits a claim for repayment of overdue debts and accrued remuneration, the Client shall be obliged to comply with the Bank requirements.

356. The restrictions established by the legislation of the Republic of Kazakhstan for second-tier banks in relation to loan transactions shall be applicable to the legal relations of the Parties within the framework of this Section of the Standard Terms.

357. The Parties shall undertake to comply with all the terms of the Standard Terms.

358. By acceding to these Standard Terms, the Client expresses his/her irrevocable consent to the provision by the Bank of information about him/her under the loan agreement, including information constituting banking and other secrets protected by the legislation of the Republic of Kazakhstan to:

- to government agencies and officials authorized by the legislation of the Republic of Kazakhstan to receive such information;
- to third parties engaged in the acquisition of overdue debts, to a collection agency, as well as to other third parties, in accordance with the procedure provided by the Bank;
- to third parties, for the purpose of performing works/providing the services to the Bank related to the collection of overdue debts or to ensure the fulfillment of other obligations of the Client to the Bank;
- to the Anti-Fraud Center.

## **SECTION 5. RETAIL LENDING**

### **Article 1. Special Conditions**

359. By concluding the Framework Agreement, the Bank shall provide the borrower with the opportunity to receive multiple loans for various purposes under the Framework Agreement by accepting the Application (Loan Application) signed by the borrower for acceding to the Standard Terms and the Framework Agreement on the following basic terms:

1) purpose: issuance of the loan to the borrower:

- for purchase of a vehicle;
- for consumer purposes;
- for consumer purposes in installments;
- for refinancing;
- for providing the credit limit on the payment card.

2) the loan amount under the Framework Agreement shall be determined by Applications (Loan Applications) provided by the Borrower and accepted by the Bank, the loan currency shall be tenge.

3) the terms, type of interest rate, the amount of the interest rate in annual percentages, the amount of the interest rate in a reliable annual effective comparable calculation, the repayment method, and the order of repayment of the loan debt shall be determined in the Application (Loan Application).

360. After the Bank accepts the Applications (Loan Applications) signed by the borrower, the borrower shall have obligations to repay loans issued in accordance with the Framework Agreement and Standard Terms:

- for the purchase of a vehicle;
- for consumer purposes;
- for consumer purposes in installments;
- for refinancing of an existing loan;
- for providing a credit limit on a credit and/or payment card.

361. By signing the Framework Agreement, the Bank shall not be obliged to conditionally and unconditionally approve the loan under the Framework Agreement that the borrower requests by submitting the Application (Loan Application)/loan applications/Application-Offers for issuing a credit card. Each time a borrower applies to the Bank to obtain a loan under the Framework Agreement,

the Bank will conduct an analysis of creditworthiness and solvency, following which a decision is made on granting another loan. Other specific financing terms are defined in the annexes to the Framework Agreement - Applications (Loan Applications) and repayment schedules (if any), which are integral parts of the Framework Agreement. Within the framework of individual loans, a co-borrower may be involved, if this is stipulated by the terms of the product.

362. The Bank shall be entitled to terminate the Framework Agreement and refuse to grant a loan under the Framework Agreement, for the following reasons:

- 1) stipulated by the Framework Agreement, under which the Bank shall be entitled not to provide new loans;
- 2) violation by the borrower of his/her obligations to the Bank under the Framework Agreement and the Application (Loan Application);
- 3) deterioration of the borrower's financial condition, identified by the results of monitoring conducted by the Bank in accordance with the requirements of the regulatory legal act of the authorized body;
- 4) changes in the requirements of the legislation of the Republic of Kazakhstan affecting the due execution by the Bank of the Application (Loan Application).

## **Article 2. Principal Conditions**

363. Within the framework of the Standard Terms and in accordance with the terms of the loan agreement concluded by the Parties, the Bank shall provide the borrower with a bank loan (hereinafter - the loan) on the terms of its payment, urgency, repayment, and unsecured collateral under the loan agreement, but subject to the reservations in the Standard Terms, including those relating to penalties and the Bank's right to require the provision of collateral on loan.

364. In case of delay of the next payment on the loan established according to the repayment schedule, the transfer of the accumulated debt to the Accounts of overdue debt shall be performed:

- on the day of scheduled debt repayment - according to the repayment schedule, unless otherwise stipulated by the loan agreement - for loans serviced in the Credilogic system;
- on the day following the day of scheduled debt repayment - according to the repayment schedule - for loans serviced in the RS-bank system, unless otherwise provided by the loan agreement;
- on the day following the day of scheduled debt repayment - according to the repayment schedule - for loans serviced in the FIS system, unless otherwise provided by the loan agreement.

365. The Bank shall be entitled, and the borrower certainly agrees with this, to hold any movable property (including money), the mortgagee of which is the Bank, to ensure that the borrower fulfills all obligations to the Bank under any civil law transactions, in accordance with the legislation of the Republic of Kazakhstan and these Standard Terms.

366. To consider a loan application, the borrower shall submit to the Bank the Application-Consent for the collection and processing of personal data, by the form established by the Bank, which includes consent to Credit Bureaus, the Government for Citizens State Corporation and other databases of state/non-state bodies, legal entities, as well as other information related to with the fulfillment by the Parties of their obligations.

367. The Application-Consent to the collection and processing of personal data shall be provided by the borrower for the entire term of the loan agreement and the Bank shall be entitled to use this consent in accordance with the legislation of the Republic of Kazakhstan.

368. The borrower unconditionally agrees that the loan shall be granted only if the borrower is creditworthy and reliable. At the same time, creditworthiness and reliability shall be determined by the Bank in accordance with the legislation of the Republic of Kazakhstan and the Bank's internal requirements.

369. The term of use of the loan shall begin on the date of issue of the loan and end on the date of repayment of the loan in full. The date of issue of the loan shall be the date when the money is reflected on the borrower's loan account. Remuneration shall be accrued by the Bank for the amount of the principal debt from the day following the date of loan issuance until the date of repayment of the loan. When calculating remuneration, the loan issue date and the loan repayment date shall be taken as one

(1) day. At the same time, a year shall be considered equal to three hundred and sixty (360) calendar days, a month equal to thirty (30) calendar days, or equal to the actual number of days according to the terms of the loan agreement. The loan repayment period and the remuneration accrual period shall start counting from the day following the date of the loan issue. The Bank shall be entitled to provide a discount on the amount of remuneration for the period up to the first repayment, while the period up to the first repayment shall be accepted for calculation as thirty (30) calendar days, with the amounts of payments reflected in the repayment schedule. The Bank shall provide the loan not later than three (3) business days from the date of the loan agreement and/or the signing by the parties of repayment schedules (if any), which are integral parts of the loan agreement.

370. If the loan is repaid according to the repayment schedule, the repayment date of the loan will be the last repayment date determined according to the repayment schedule. In case of full early repayment, the date of repayment of the loan shall be considered to be the date when full repayment of the loan debt is reflected on the borrower's loan account, which is conducted within three (3) business days from the date of receipt of the entire amount of debt due to repayment of the loan debt.

371. Remuneration accrual shall be terminated from the day following the day on which the borrower completely fulfills the obligation to repay the loan, including ahead of schedule. If the due date for any payment that the borrower is required to make according to the repayment schedule falls on a day that is not a business day, then such payment may be made earlier than such a non-business day or must be made on the business day following such day, without payment of penalties and other types of penalties.

372. Full early/partial early repayment of loans can be performed:

- 1) in the Bank branch/Outlet;
- 2) in the RBS (if technically possible).

373. Partial early repayment of the loan is performed:

- 1) with the retention period and reduction of the monthly payment (improved terms);
- 2) with shortening the term and saving the monthly payment (improved terms);
- 3) with shortening the term and reducing the monthly payment (improved terms).

In case of partial early repayment of a loan with improving terms, the conclusion of additional agreements to the loan agreement between the Parties is not required.

After the borrower makes a partial early repayment, the repayment schedule, and an additional agreement to the security agreement shall be issued by the Bank upon the borrower's application to the Bank Branch/Outlet in hard copy.

374. The repayment order:

The amount of the loan agreement payment made by the borrower, if it is insufficient to fulfill the borrower's obligations under the loan agreement, shall be distributed to repay the borrower's debt in the following order:

- 1) outstanding principal debt;
- 2) remuneration arrears;
- 3) forfeiture (fine, penalty) in the amount determined in accordance with the legislation of the Republic of Kazakhstan;
- 4) the amount of the principal debt for the current payment period;
- 5) remuneration accrued for the current payment period;
- 6) the Bank fees and other payments related to loan origination and servicing;
- 7) the amount of expenses incurred by the Bank in connection with non-fulfillment and/or undue fulfillment by the borrower of his/her obligations under the loan agreement.

After ninety (90) consecutive calendar days of delay, the amount of the loan agreement payment made by the borrower, if it is insufficient to fulfill the borrower's obligations under the loan agreement, shall be distributed to repay the borrower's debt in the following order:

- 1) outstanding principal debt;

- 2) remuneration arrears;
- 3) the amount of the principal debt for the current payment period;
- 4) remuneration accrued for the current payment period;
- 5) forfeiture (fine, penalty) in the amount determined in accordance with the legislation of the Republic of Kazakhstan;
- 6) the Bank fees and other payments related to loan origination and servicing;
- 7) the amount of expenses incurred by the Bank in connection with non-fulfillment and/or undue fulfillment by the borrower of his/her obligations under the loan agreement.

375. The method of repayment of the loan: in cash and/or by wire transfer, by transferring money to the Bank from the borrower's bank accounts, or in any other way stipulated by the loan agreement and the current legislation of the Republic of Kazakhstan and free from any prohibitions and restrictions, by depositing money into the Bank's cash desk, by crediting money by the borrower to his/her bank account, or to other bank accounts opened with the Bank, in this case, the Bank will debit the specified bank accounts of the borrower by direct debit (without acceptance) for any amount of outstanding loan and remuneration, including penalties, costs, expenses and other amounts owed under the loan agreement, to which the borrower hereby gives his/her unconditional and irrevocable consent, without the right to additional acceptance or waiver acceptance of payment and other documents.

376. In case of non-fulfillment by the borrower of his/her obligations under the loan agreement (under an unsecured loan), the borrower shall be obliged, at the first request of the Bank, within fourteen (14) calendar days:

- 1) to provide the Bank with a third-party guarantee and/or pledge movable and/or immovable property as security for the fulfillment of loan obligations, and conclude an appropriate security agreement with the Bank, an additional agreement to the loan agreement, or a new loan agreement;
- 2) at his/her own expense, to ensure the state registration of the Bank's right to pledge with the registering authority and provide the Bank with a security agreement with the appropriate mark of the registering authority.

377. Each of the Parties to the loan agreement shall undertake to maintain strict confidentiality of financial, commercial and other information received from the other Party in accordance with the terms of the loan agreement. The transfer of such information to third parties, publication or disclosure shall be possible only with the written consent of the second Party, as well as in cases stipulated by the Standard Terms, the loan agreement and the legislation of the Republic of Kazakhstan. This clause shall not apply to cases where the Bank transfers confidential information, banking and other legally protected secrets, to third parties to whom the rights of claim under the loan agreement are assigned. By acceding to the Standard Terms, the Borrower expresses his/her unconditional consent to the Bank's right to assign the rights of claims under the loan agreement to third parties, with the transfer to any third parties of confidential information under the loan agreement, banking and other legally protected secrets in connection with such assignment, as well as to third parties in connection with the servicing of the loan agreement and in for the purposes of the work/provision of services to the Bank related to the collection of overdue debts or to ensure the fulfillment of other obligations of the borrower to the Bank by the specified persons.

378. When making payments under the loan agreement, the borrower must indicate the registration number of the loan agreement or the Card number in the payment documents/accounts for repayment, depending on the system in which the loan was issued and the repayment method, as well as to keep their payment documents for ninety (90) calendar days from the date of full fulfillment of obligations under the loan agreement.

379. In case of satisfaction of the mortgagor's request for independent sale of mortgage loan collateral submitted in accordance with the procedure stipulated by the Law of the Republic of Kazakhstan "On Mortgage of Immovable Property", the Bank shall be entitled to suspend recovery measures against the borrower and the mortgagor stipulated by the legislation of the Republic of Kazakhstan.

380. The Bank shall not be entitled to perform the following actions:

- 1) to unilaterally increase the amounts and the procedure for calculating the Tariffs, fees and other loan servicing costs established on the date of conclusion of the loan agreement with the borrower;

- 2) to unilaterally change the terms of the loan agreement established on the date of the loan agreement with the borrower, except in cases of their improvement for the borrower;
- 3) to unilaterally introduce new types of fees under the loan agreement;
- 4) to restrict the borrower and the mortgagor in choosing an insurance company and (or) an appraiser, as well as imposing on the borrower the obligation to insure his/her life and health;
- 5) to collect penalties or other types of penalties for early repayment of the principal debt, except in cases of partial early repayment or full early repayment of the principal debt, starting on the 15<sup>th</sup> (fifteenth) calendar day from the date of conclusion of the loan agreement and up to six (6) months from the date of receipt of the loan issued for a period of up to one (1) year, or up to one (1) year from the date of receipt of a loan issued for a period of more than one (1) year;
- 6) to charge a penalty or other types of penalties if the repayment date of the principal debt and/or remuneration falls on a weekend or holiday, and payment of remuneration and/or principal debt is made on the following business day;
- 7) to charge and claim forfeiture (fines, penalties), as well as fees and other payments related to the issuance and servicing of the loan, after ninety (90) consecutive calendar days of delay in fulfilling the obligation to repay any of the payments for the amounts of the principal debt and (or) remuneration established in accordance with the loan agreement;
- 8) to unilaterally suspend the issuance of new loans under the credit facility under the concluded loan agreement, except in the following cases:

- stipulated in the loan agreement, in which the Bank shall be entitled not to provide new loans;
- violations by the borrower of his/her obligations to the Bank under the loan agreement;
- deterioration of the borrower's financial condition, identified by the results of monitoring conducted by the Bank in accordance with the Bank's internal credit policy in accordance with international financial reporting standards;
- changes in the requirements of the legislation of the Republic of Kazakhstan affecting the due execution of the loan agreement by the Bank.

381. The Bank shall be entitled to demand early fulfillment of obligations from the borrower, together with accrued remuneration, commissions stipulated in the loan agreement, Standard Terms and the Bank Tariffs and other amounts due from the borrower under the loan agreement/to demand compensation from the borrower for losses caused by the violation of obligations/to apply to the borrower all/any measures stipulated by the legislation of the Republic of Kazakhstan, the loan agreement and Standard Terms, in the case of:

- if the Bank has grounds to assume that the transaction with money is related to fraud, deceit and other illegal actions under the laws of the Republic of Kazakhstan;
- if any of the Client's statements, information and/or guarantees made (provided) by the Client were invalid (unreliable) or became invalid during the period of legal relations with the Bank.

382. The Bank shall be entitled to terminate business relations with the Client/to require the borrower to fulfill the obligation ahead of schedule, together with accrued interest, fees stipulated in the loan agreement, Standard Terms and the Bank Tariffs and other amounts due from the borrower under the loan agreement/to require the borrower to compensate for losses caused by the breach of obligations/to apply to the borrower all/any measures stipulated by the legislation of the Republic of Kazakhstan, the loan agreement and the Standard Terms, in cases of:

- in the course of studying transactions, suspicions arise that the business relationship is used by the Client for the purpose of legalizing (laundering) proceeds from crime or financing terrorism, related to the illegal production, trafficking and (or) transit of drugs;
- if the Bank has grounds to assume that the transaction with money is related to fraud, deceit and other illegal actions under the laws of the Republic of Kazakhstan;
- if any of the Client's statements, information and/or guarantees made (provided) by the Client were invalid (unreliable) or became invalid during the period of legal relations with the Bank;
- presence of the Client and/or his Representative, and/or his beneficiary owner, as well as persons related to them, in the sanctions lists/watchlists of the United States of America (hereinafter – the USA), the European Union, Switzerland, the Great Britain, Canada and other states;

- transactions of the Client/his Representative have relevant characteristics/are subject to international sanctions;
- other grounds, stipulated by the legislation of the RK and the INDs on combating legalization (laundering) of proceeds of crime and financing of terrorism.

### **Article 3. Additional Conditions**

383. By acceding to Standard Terms, the borrower expresses his/her irrevocable consent to the provision by the Bank of information about him/her under the loan agreement, including information constituting banking and other secrets protected by the legislation of the Republic of Kazakhstan:

- to government agencies and officials authorized by the legislation of the Republic of Kazakhstan to receive such information;
- to third parties engaged in the acquisition of overdue debts, to a collection agency, as well as to other third parties, in accordance with the procedure provided by the Bank;
- to contact individuals specified in the loan application;
- to third parties, for the purpose of performing works/provision of services to the Bank related to the collection of overdue debts or to ensure the fulfillment of other obligations of the borrower to the Bank.

384. The Borrower confirms that he/she has been notified and unconditionally agrees that upon repayment of all or part of the loan debt, the Bank's corresponding notification to the Credit Bureau is sent within the time limits established by the legislation of the Republic of Kazakhstan and the agreement between the Bank and the Credit Bureau.

385. By joining these Standard Terms, the Borrower agrees to the Bank that in the event of non-fulfillment and/or improper fulfillment of its obligations under the loan agreement, the Bank has the right to provide information about the loan and the borrower to third parties, including to add the borrower's name to the list of unscrupulous debtors with a negative credit history.

386. The Borrower, as a subject of credit history, by joining these Standard Terms, expresses his consent to issue a credit report to the Bank from the Credit Bureau, including data that will be received in the future; this consent is reflected in the Consent Statement for the collection and processing of personal data in the form established by the Bank, used by the Bank throughout the term the validity of the loan agreement, in accordance with the legislation of the Republic of Kazakhstan, for the assessment by the Bank of creditworthiness, as a subject of credit history, in accordance with the legislation of the Republic of Kazakhstan.

387. The date of the next payment on an overdue loan and payment of remuneration is considered to be the date of receipt of money into the Account to repay the debt. The parties understand that these conditions comply with the norms of the civil legislation of the Republic of Kazakhstan governing the calculation of deadlines.

388. Any dispute, claim or claim related/arising in connection with the conclusion, undue performance by the Parties of the loan agreement or its invalidity, shall be resolved by the Parties in accordance with the procedure provided for by the legislation of the Republic of Kazakhstan, in court and/or arbitration court and by other methods, at the location of the Bank or its branch – at the discretion of the Bank.

389. All amendments and/or additions to the loan agreement are valid only if they are made in writing and signed by authorized representatives of the Parties (including through EDS), except in cases where the Standard Terms of the loan agreement are changed to improve them for the borrower unilaterally, in accordance with the legislation of the RK, Standard Terms and loan agreement.

390. Changes and additions to the Standard Terms and Loan Agreement are performed by the Bank unilaterally, but are not retroactive and apply to new borrowers and to the legal relations of the Parties to the previously concluded Standard Terms and Loan Agreement that arise after the introduction of these changes, with the exception of conditions that improve for the borrower. Making changes to the Standard Terms, the loan agreement does not invalidate the remaining terms and conditions, unless otherwise is explicitly stipulated in the relevant amendments and additions to the Standard Terms, the Loan Agreement.

391. By concluding the loan agreement and Standard Terms, the borrower expresses his/her unconditional agreement that, when granting a loan, as improvement in the loan agreement terms for the borrower shall be understood:

- a change in the direction of reducing or completely canceling the forfeiture (fine, penalty);
- a change in the direction of reducing the interest rate under the loan agreement;
- a change in the direction of increasing the credit limit on the Card (with the consent of the borrower, obtained through the Communication Channels, by the methods established by the Bank);
- a downward change or complete cancellation of fees and other payments for the provision of services related to servicing a bank loan;
- postponement and (or) installment payments under the loan agreement;
- a change in the order of debt repayment, the order of early repayment, in accordance with the interests of the borrower;
- providing other improving conditions for the borrower.

The Bank shall notify the borrower of a change in the terms of the loan agreement towards improvement for the borrower by sending a notification through the Communication Channels, and the notification shall be considered delivered to the borrower on the day the notification is sent/posted.

392. If, within fourteen (14) calendar days from the date of receipt of the notification, the borrower has not provided through Communication Channels a waiver of the improving conditions proposed by the Bank, changes in the terms of the loan agreement towards improvement for the borrower will unilaterally enter into force on the day following the expiration of fourteen (14) calendar days from the date of receipt of the notification by the borrower or the date of the placement. In case of full early repayment, the borrower shall pay the Bank interest for the use of the loan, accrued for the actual number of days of use of the loan, calculated from the date of issue of the loan to the date of repayment of the loan.

393. Repayment of the principal debt (the amount of the loan provided) and payment of interest on the loan shall be made by the borrower according to the frequency and amounts specified in the repayment schedule, which is an integral part of the loan agreement. At the same time, in case of strict compliance by the borrower with the deadlines for repayment of the loan and/or payment of remuneration in accordance with the repayment schedule and/or other payments stipulated in the loan agreement and repayment schedule and prevention of overdue debt on the loan, in the absence of changes to the terms of lending on the initiative of the borrower (restructuring, change of repayment date, changes in the interest rates, loan term, repayment method and other changes initiated by the borrower), in the absence of early partial/full repayment of the loan for the entire loan period, if there are appropriate loan product conditions, the Bank shall be entitled to write off the borrower's principal debt in the amount of one 91) to ten (10) last payments, according to the Special Terms of the loan agreement in accordance with the repayment schedule, according to the established Bank Tariffs, the borrower's obligations under the loan will be considered terminated.

394. By signing the loan agreement, the borrower agrees to the Bank through the Bank employees or third-party partners to contact the borrower (including for cooperation on debt repayment) within the term of the loan agreement – on weekdays, weekends and holidays in written/verbal form, by phone or through other Communication Channels, including GSM technologies and e-mail, as well as inform about ongoing marketing research or individual products, services of the Bank and new lending programs (including in relation to payment Cards). At the same time, it is not allowed to serve notifications and reminders (phone calls) related to servicing the loan agreement to the Client, the pledgor, the guarantor, the guarantor and another person who is a party to the loan agreement/security agreement - from 9:00 p.m. until 9:00 a.m. Astana time; for repayment of loan debt: from 9:00 p.m. until 9:00 a.m. Astana time - on weekdays and from 7:00 p.m. to 9:00 a.m. Astana time - on weekends and holidays, except for the cases specified in these Standard Terms.

395. In the event of the borrower's death, the Bank has the right to demand payment of the debt by the borrower's heirs within the limits of the value of the property transferred to such heirs in the order of inheritance.

396. The Bank, at its discretion, shall be entitled to sell any collateral and/or make claims for guarantees provided as collateral under the loan agreement and/or exercise other rights granted to the Bank for collateral in case of non-fulfillment or undue fulfillment by the borrower/pledgor/guarantor of any obligation under the loan agreement, security agreement, in accordance with the legislation of the Republic of Kazakhstan.

397. Acceding the Standard Terms/Adhesion Contract, the borrower expresses his/her unconditional agreement with the repayment schedule, which is drawn up by the Bank and presented to the borrower, as well as with repayment schedules that will be presented by the Bank in the future, in case of early partial repayment of the loan or for other reasons (changes in the rate, timing, etc.)

398. The Parties shall send notices to each other regarding the loan agreement to the addresses specified in the loan agreement. Notices shall be considered to have been duly executed and received by the addressee if they are sent: by e-mail specified in the loan application/Application-Offer/loan agreement, at the place of residence specified in the loan agreement, by registered, courier mail, with a notification of its delivery, including received by one of the adult family members of the borrower residing at the specified address, to the recipient's address specified in the loan agreement, either delivered in person or using other Communication Channels, ensuring that the borrower receives the notification. In the event of a change of address and no notification to the other Party, notices sent to a known address shall be considered to have been duly delivered. A receipt received by the sender from the postal service (company) shall be sufficient confirmation of the fact of sending a notification. The sender shall not bear the risk of loss and/or theft of notifications or notices after the receipt, unless the sender's negligence or error is proven. The sender shall not be responsible for the speed of delivery of correspondence by the postal service. In this case, the correspondence shall be considered delivered to the addressee after three (3) calendar days from the date of its dispatch, if there is no confirmation of its delivery at an earlier date. In case of delivery of correspondence/information by registered mail or telegram, such correspondence/information shall be considered received on the date of their delivery to the addressee. The Bank shall be entitled to additionally send notifications to the borrower at the address indicated/registered in government databases.

399. The Bank shall be entitled to transfer its rights and obligations under the loan agreement to third parties in accordance with the current legislation of the Republic of Kazakhstan. The Borrower shall not be entitled to transfer his/her rights and obligations under the loan agreement to third parties without the written consent of the Bank.

400. If there are conditions/data on the life, health, property and/or property rights of the borrower, the Parties unconditionally agree to the following special conditions of these Standard Terms:

- 1) if insurance premiums are included in the loan amount, taking into account the Bank's direct transfer of money to insurance companies, with which the borrower irrevocably agrees, the borrower shall be obliged to pay (refund) to the Bank the amount of money transferred to insurance companies, in case of early termination of the loan agreement (repayment of the loan) for any reason;
- 2) in case of early termination of the loan agreement (repayment of the loan) for any reason, the amount of the insurance premium shall be refunded to the borrower in accordance with the terms of the insurance contracts/insurance policies;
- 3) in case of overpayment of the loan, the Bank will refund the overpaid amounts according to the details of the borrower specified in the Application-Offer/loan application;
- 4) in the event of an insured event, if the borrower is the policyholder under the insurance contract and the amount of the insurance payment exceeds the amount owed on the loan, the resulting difference in the insurance payment is credited by the Bank to the details of the borrower specified in the relevant application.

401. In case of violation by the borrower of the repayment terms of the loan agreement, the Bank shall be to apply all measures stipulated by the legislation of the Republic of Kazakhstan, the loan agreement and Standard Terms, including the imposition of an undisputed (non-acceptance) order on the money, including by submitting a payment demand, available on any bank accounts of the borrower opened with the Bank, in other second-tier banks or other financial organizations that carry out certain types of banking operations for the amount owed. This includes undisputed (non-acceptance) collection of

the outstanding amount of debt, and blocking money from all bank accounts of the borrower opened with the Bank. If the amount of debt repayment is equal to the amount of the remaining debt under the loan agreement, the loan agreement shall terminate automatically due to early fulfillment by the borrower of the obligations under the loan agreement.

In case of partial repayment of the debt under the loan agreement, the repayment schedule is subject to change. The Bank shall notify the borrower about this in any available way. The Borrower, of course, irrevocably agrees to the procedure for collecting money from bank accounts established by this paragraph of the Standard Terms, and shall undertake to sign the repayment schedule modified by the Bank at the first simple written or verbal demand of the Bank, while if the Bank sends the repayment schedule by registered mail to the borrower using the details specified in the loan agreement, the borrower shall be obliged to return to the Bank, a signed copy of the Bank not later than five (5) business days from the date the Bank sends the specified repayment schedules. In case of non-fulfillment by the borrower of this demand, further repayment of debts will be taken into account by the Bank automatically, considering the new repayment schedule, and further repayment of the remaining debt must be performed by the borrower in a planned manner according to the new repayment schedule, with which the borrower, having acceded to the Standard Terms, unconditionally and irrevocably agrees.

402. The Parties recognize the fax copy/facsimile of the signature of the authorized person of the Bank and the seal as valid in the documents provided by the Bank to the borrower, including: in the loan agreement, additional agreements to loan agreements/security agreements and other documents. The borrower's signing of electronic documents in order to receive electronic banking services can be performed through EDS using security procedures stipulated by the Bank's INDs. The method of signing each individual document shall be determined in accordance with the requirements established by the legislation of the Republic of Kazakhstan and the Bank's INDs. Confirmation of the borrower's use of EDS shall be stored by the Bank in an electronic (encrypted) format, in accordance with the procedure established by the Bank. The borrower has no claims against the Bank on this basis and will not have any in the future.

403. The borrower hereby expresses his/her unconditional consent to the early and full repayment of the debt if there is a paid (prepaid) amount on the loan sufficient for early and full repayment of the debt and termination of the loan agreement. The Bank shall be entitled to make such an early, full repayment without additional instructions from the borrower.

The borrower agrees to write off and transfer to the income of the Bank an overpayment in the amount of less than or equal to three hundred (300) tenge, formed on the loan after its closure. If the borrower applies to the Bank with a written request for a refund of the overpayment amount, the Bank will refund the overpayment.

404. By acceding to the Standard Terms, the borrower expresses his/her irrevocable consent to the provision by the Bank of electronic banking services for the issuance of credit products available in the RBS using EDS.

405. The borrower irrevocably agrees that electronic banking services shall be provided through EDS, if the borrower has an EDS issued by the Bank's Certification Center, and which has not expired at the time of the borrower's request for such a service.

406. Electronic banking services shall be provided in the automated Bank systems, after biometric identification of the borrower in the Credo software, by obtaining EDS and signing documents that are generated by the Bank.

407. When applying for a loan remotely, it is possible to read the loan documents signed with EDS in the RBS.

408. To refuse to provide electronic banking services, the borrower must revoke the EDS. In case of revocation of the EDS or expiration of the EDS period, electronic banking services shall not be provided.

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

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

- 1) to refuse to issue a loan to the borrower:
  - if there are circumstances that clearly indicate that the amount provided to the borrower will not be refunded on time;
  - in case of deterioration of the borrower's financial condition;
  - in case of changes in the requirements of the legislation of the Republic of Kazakhstan affecting the due execution of the loan agreement by the Bank;
- 2) to unilaterally suspend the issuance of new loans within the framework of concluded loan agreements in the following cases:
  - stipulated by the loan agreement, under which the Bank shall be entitled not to provide new loans;
  - violations by the borrower of the obligations to the Bank under the loan agreement;
  - deterioration of the borrower's financial condition, identified by the results of monitoring conducted by the Bank in accordance with the requirements of the legislation of the Republic of Kazakhstan;
- 3) at any time, to check the borrower's financial condition, the intended use of the loan, and collateral under the loan agreement, and to refuse to provide the borrower with a loan after signing the loan agreement:
  - if there are circumstances that clearly indicate that the amount provided to the borrower will not be refunded on time;
  - in case of deterioration of the borrower's financial condition, which has become known to the Bank;
  - in case of deterioration of the collateral, with a decrease in its liquidity and/or a decrease in its estimated value;
  - in case of non-compliance by the borrower with the terms of the loan agreement, Standard Terms, non-fulfillment (undue fulfillment) of loan obligations and collateral by the borrower;
- 4) require the borrower to provide the documents required for the formation of the credit file, as well as to request from the borrower any documentation and information that the Bank deems necessary at any time during the entire term of the loan agreement;
- 5) The Bank, within fifteen (15) calendar days from the date of receipt of a written request from the borrower/mortgagor for the independent sale of real estate that is the subject of a mortgage, shall inform the mortgagor and the borrower in writing, if the borrower is not the mortgagor under the underlying obligation, of the refusal or satisfaction of the mortgagor's request. If the mortgagor's request is satisfied, the Bank shall also inform about the suspension of enforcement measures and the need to transfer money from the independent sale of immovable property to the mortgagee's bank account;
- 6) if the mortgagor fails to sell the immovable property subject to mortgage within the period stipulated in the previous paragraph, the Bank shall be entitled to sell such property in the ways established by the Law of the Republic of Kazakhstan "On Mortgage of Immovable Property".
- 7) to satisfy the demands by:
  - mortgage sale in court order;
  - the sale of mortgages out of court, if this is stipulated by the legislation of the Republic of Kazakhstan or in the mortgage loan agreement or subsequent agreement of the Parties;
  - taking ownership of the mortgaged property in case the auction is declared invalid in accordance with the Law of the Republic of Kazakhstan "On Mortgage of Real Estate".
- 8) to demand from the borrower early fulfillment of the obligations under the loan agreement and repayment of the balance of the principal debt, payment of remuneration and other debts under the loan agreement, in case of violation by the borrower for more than thirty (30) calendar days, the maturity dates of the next part of the loan and/or payment of the loan interest due to the Bank.

For mortgage loans, the Bank shall not require payment of remuneration, as well as forfeiture (fines, penalties) accrued after one hundred and eighty (180) consecutive calendar days of delay in fulfilling the obligation to repay any of the payments for the amounts of the principal debt and (or) remuneration under the loan agreement;

- 9) if the total loan amount includes the amounts of commissions and insurance premiums, when transferring money, to withdraw from the transfer amount the fees owed to the Bank under the loan agreement and the insurance premiums for their subsequent transfer in favor of the insurance company;
- 10) to inform the borrower by phone numbers indicated in the loan application about each case of

overdue debt;

11) to unilaterally change the terms of the loan agreement, the Standard Terms in the direction of their improvement for the borrower in cases stipulated by the current legislation of the Republic of Kazakhstan, as well as established in the Standard Terms, the loan agreement at its discretion. In this case, the conclusion of an additional agreement to the loan agreement shall not be required. The Borrower shall be notified of such changes through one of the Communication Channels chosen by the Bank. By signing the loan agreement, the borrower agrees that improvements in the terms of the bank loan for the borrower, in particular, shall be:

- a downward change or complete cancellation of fees and other payments for the provision of services related to servicing the bank loan;
- change in the direction of reduction or complete cancellation of forfeiture (fine, penalty);
- deferral and (or) installment payments under the loan agreement;
- deferral for military personnel for a period including the period of compulsory military service and sixty (60) calendar days after its termination without accrual of interest on the loan, in accordance with the procedure established by the legislation of the Republic of Kazakhstan, with an increase in the loan term for the corresponding period (effective from 1 October 2025);
- reduction of the interest rate;
- provision of deferred payment of debt repayment;
- capitalizing interest on the loan and/or debt;
- provision of a grace period, a promotional period;
- changing the repayment procedure for a loan operation in the direction of improvement for the borrower;
- changing the end date of the settlement period by postponing it to a later date;
- reduction of the minimum payment or recommended payment for one or more loans provided.

Amendments to the loan agreement to improve for the Borrower shall apply to the relationship between the Bank and the Borrower, including if, for reasons beyond the control of the Bank, the Borrower does not receive notification of such changes:

- increase, provision of a new credit limit (for unsecured loans);
- distribution of overdue debts for future payments;
- reduction of the monthly loan payment with a corresponding increase in the number of payments and the loan term, without increasing the amount of overpayment (for unsecured loans);

12) to unilaterally terminate the loan agreement in the cases and in the manner prescribed by the current legislation of the Republic of Kazakhstan;

13) if the borrower (the borrower's employer/Kazpost JSC/other partners of the Bank, in accordance with the agreements/contracts concluded with them) deposits an amount of money in excess of the monthly payment amount, the Bank shall be entitled to credit such difference to the borrower's future payments or to pay off overdue debts (if any);

14) to fulfill the payment requirement by direct debit of the borrower's bank accounts opened with the Bank, other banks and organizations engaged in certain types of banking operations, both on the territory of the Republic of Kazakhstan and abroad, without additional consent of the borrower, for the amount of debt incurred as a result of non-fulfillment and/or undue fulfillment by the borrower of the terms of the loan agreement, Standard Terms. At the same time, the collection of the borrower's debt under the loan agreement by submitting a payment request is limited to fifty percent (50%) of the amount of money in his bank account and (or) of each amount of money subsequently deposited into the borrower's bank account, and shall be performed without waiting for the receipt of the entire amount required into the bank account, for the full fulfillment of the payment request. This restriction shall not apply to money held in the borrower's savings account;

15) to convert money if the Bank fulfills the payment requirement by direct debit from the borrower's accounts to pay off his debts incurred as a result of non-fulfillment and/or undue fulfillment by the borrower of the terms of the loan agreement in a currency other than the loan currency. The borrower hereby agrees to convert such amounts at the loan currency purchase rate set by the Bank on the day of conversion and direct debit, without additional acceptance (consent) of the borrower, the amount of

conversion fees from any bank accounts of the borrower opened with the Bank, other banks and organizations engaged in certain types of banking operations, on the territory of the Republic of Kazakhstan and abroad;

16) in case of repayment of overdue loan debt at the expense of funds received by direct debit of the borrower's bank accounts opened with the Bank, other banks and organizations engaged in certain types of banking operations, shall send the amounts received in the process of fulfilling the payment requirement and exceeding the amount of overdue loan debt for partial/full early repayment of the loan debt under the loan agreement, with which the borrower unconditionally and irrevocably agrees. In this case, the Bank shall be entitled to satisfy its claim to the borrower to the extent that it has at the time of actual satisfaction, including the amount of the loan, accrued remuneration, forfeiture (penalty, fine), compensation for losses caused by late performance, necessary costs for the maintenance of collateral, debt collection costs, sale of collateral and other costs, losses caused by non-fulfillment and/or undue fulfillment by the borrower of obligations under the loan agreement;

17) to unilaterally change fees and Tariffs that are not related to loan servicing. The Borrower shall be considered to be duly informed by the Bank about the changes in the Bank Tariffs in case the new Bank Tariffs are posted on the Bank website, in the Bank Branches/Outlets or through the Communication Channels;

18) in accordance with the norms of the legislation of the Republic of Kazakhstan on banks and banking activities, the Parties to the loan agreement certainly agreed that upon expiration of the fixed interest rate established by the loan agreement, the interest rate on the loan may be changed upward, while the AERR will not exceed the maximum interest rate, established by the current legislation of the Republic of Kazakhstan and the Rules on the general terms and conditions of banking transactions (located at: [www.eubank.kz](http://www.eubank.kz)).

The Bank shall be entitled to initiate an increase in the interest rate on the loan after each fixed period of three (3) years for the entire term of the loan agreement, taking into account the Bank's compliance with obligations not to exceed the maximum amount of the loan premium.

The fixed interest rate is not subject to unilateral change, except in cases of its downward change or temporary downward change by the Bank, made in accordance with the procedure established by the legislation of the Republic of Kazakhstan.

A temporary downward change in the interest rate shall be understood to mean a reduction in the amount of the interest rate by the Bank for a certain period, after which the interest rate is set at an amount not exceeding the amount of the interest rate in effect before the temporary change;

19) to remotely block the operation/shutdown of the engine of the purchased vehicle, in case of overdue loan arrears of more than two (2) calendar days (if there are conditions according to the product terms);

20) at any time to verify the financial condition of the borrower, the intended use of the loan, the security under the loan agreement, the security agreement;

21) if there is an amount in the borrower's loan account sufficient for early, full repayment of the debt and termination of the loan agreement, to make such early, full repayment without additional instructions from the borrower by direct debit.

410. The Bank shall not establish or charge fees for maintaining a bank account related to the issuance and servicing of a bank loan, as well as for crediting a loan to a bank account under loan agreements concluded with individuals for the purchase of goods, works and services not related to business activities.

411. The Bank shall be entitled to refuse to provide electronic banking services to the borrower if the borrower does not have an EDS or its validity period expires.

412. The Bank shall be entitled to require the borrower to fulfill obligations under loan agreements, including those concluded in electronic form, signed with the help of EDS.

413. The Bank shall be entitled to terminate business relations with the Client/require the borrower to fulfill the obligation ahead of schedule, together with accrued remuneration, commissions provided for in the loan agreement, Standard Terms and the Bank Tariffs and other amounts due from the borrower under the loan agreement/require the borrower to compensate for losses caused by the breach of

obligations/apply to the borrower all/any measures provided for the legislation of the Republic of Kazakhstan, the loan agreement and the Standard Terms, in cases of:

- in the course of studying transactions, suspicions arise that the business relationship is used by the Client for the purpose of legalizing (laundering) proceeds from crime or financing terrorism, related to the illegal production, trafficking and (or) transit of drugs;
- if the Bank has grounds to assume that the transaction with money is related to fraud, deceit and other illegal actions under the laws of the Republic of Kazakhstan;
- if any of the Client's statements, information and/or guarantees made (provided) by the Client were invalid (unreliable) or became invalid during the period of legal relations with the Bank;
- presence of the Client and/or his Representative, and/or his beneficiary owner, as well as persons related to them, in the sanctions lists/watchlists of the United States of America (hereinafter – the USA), the European Union, Switzerland, the Great Britain, Canada and other states;
- transactions of the Client/his Representative have relevant characteristics/are subject to international sanctions;
- other grounds, stipulated by the legislation of the RK and the INDs on combating legalization (laundering) of proceeds of crime and financing of terrorism.

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

- 1) to repay the loan/debt on the loan (partially or in full) at any time with payment of remuneration for the actual number of days of use of the loan, subject to the provisions (penalty clauses, weekends/holidays, etc.) of these Standard Terms, the loan agreement;
- 2) within fourteen (14) calendar days from the date of conclusion of the loan agreement, as well as after six (6) months from the date of receipt of the loan issued for a period of up to one (1) year, after one (1) year from the date of receipt of the loan issued for a period of more than one (1) year - to repay the loan with payment of the remuneration accrued by the Bank from the date of the loan issuance; at the same time, no penalty or penalties shall be charged by the Bank for repayment of the loan;
- 3) upon application/request, to receive, within not more than three (3) business days, free of charge, and not more than one (1) time per month, written information on the distribution (for principal debt, remuneration, commissions, penalties, and other types of penalties, as well as other amounts payable) of incoming money to the repayment account under the loan agreement, as well as the amount of money paid to the Bank and the loan limit (if any);
- 4) upon application/request for partial or full early repayment to the Bank of the money provided under the loan agreement free of charge, within not more than three (3) business days, to receive in writing information on the amount due for repayment, broken down into principal, remuneration, commissions, penalties and other types of penalties, as well as other amounts to be paid;
- 5) to contact the Bank in writing in case of disputes regarding the services received and to receive an answer within the time limits established by the legislation of the Republic of Kazakhstan;
- 6) to provide the employer with a written statement authorizing the employer, on the day of accrual and/or issue of wages, to withhold the amounts of monthly payments according to the repayment schedule, to repay the debt owed to the Bank under the loan agreement, and to transfer such amounts on behalf of the Borrower to the Bank account;
- 7) to receive information on the loan agreement verbally or in writing, provided that the Bank is provided with the identification data, the number of the loan agreement and the code word specified in the loan application/Application-Offer;
- 8) if the repayment date of the principal debt and (or) remuneration falls on a weekend or holiday, to make payment of the principal debt and (or) remuneration on the next business day without payment of penalties and other types of penalties;
- 9) in case of disagreement on the loan agreement, to contact the banking ombudsman (an independent individual who settles disputes arising from the mortgage loan agreement between the Bank and the borrower upon his/her request, in order to reach an agreement on the satisfaction of the rights and legally protected interests of the borrower and the Bank);
- 10) within thirty (30) calendar days from the date of the delay in fulfilling the obligation under the loan agreement, to visit the Bank and (or) submit in writing or in the manner stipulated in the loan

agreement, a statement containing information on the reasons for the delay in fulfilling the obligation under the loan agreement, income and other confirmed circumstances, (facts) that cause the application for amendments to the terms of the loan agreement, including those related to:

- a change in the direction of decreasing the loan interest rate;
- changing the currency of the balance of the principal debt on the loan issued in a foreign currency to the national currency;
- deferral of payment on the principal debt and (or) remuneration;
- deferral for military personnel in accordance with the procedure established by the legislation of the Republic of Kazakhstan (effective from 1 October 2025);
- changing the method of debt repayment or the order of debt repayment, including repayment of the principal debt in priority order;
- changing the term of the loan agreement;
- forgiveness of overdue principal debt and (or) remuneration, cancellation of forfeiture (fines, penalties), fees and other payments related to servicing the bank loan;
- independent sale by the mortgagor of immovable property, which is the subject of mortgage, in accordance with the procedure stipulated by the Law of the Republic of Kazakhstan “On Mortgage of Immovable Property”;
- providing compensation in return for fulfilling obligations under a bank loan agreement by transferring collateral to a bank (an organization engaged in certain types of banking operations);
- sale of real estate, which is the subject of a mortgage, with the transfer of obligations under the bank loan agreement to the buyer (effective from 1 October 2021) in accordance with the legislation of the Republic of Kazakhstan.

The Bank, within fifteen (15) calendar days after the date of receipt of the individual borrower’s application, shall review the proposed amendments to the terms of the loan agreement in accordance with the procedure established by the legislation of the Republic of Kazakhstan, and shall inform the individual borrower in writing or in the manner provided for in the loan agreement) about:

- agreeing to the proposed changes to the terms of the loan agreement;
- the suggestions for changing the terms of the loan agreement;
- refusal to change the terms of the loan agreement, indicating a reasoned justification for the reasons for such refusal.

When the Bank decides to accept the proposed changes to the terms of the loan agreement, the deadline for making such changes shall not exceed fifteen (15) calendar days from the date of such decision by the Bank (effective from 1 October 2021).

When the Bank submits its proposals to amend the terms of the loan agreement, the deadline for submitting the Borrower’s response to the terms of the loan agreement proposed by the Bank shall be indicated in the Bank’s letter and is at least fifteen (15) calendar days from the date the Borrower receives the Bank’s decision;

11) within fifteen (15) calendar days from the date of receipt of the Bank’s decision and if a mutually acceptable decision on changing the terms of the loan agreement is not reached, the Borrower shall be entitled to apply to the authorized body with simultaneous notification to the Bank.

The authorized body shall consider the Borrower’s application upon presentation of evidence of his/her application to the Bank and failure to reach a mutually acceptable decision with the Bank on changing the terms of the loan agreement (effective from 1 October 2021).

During the period of consideration by the authorized body of an application from the Borrower belonging to socially vulnerable segments of the population in accordance with the Law of the Republic of Kazakhstan “On Housing Relations”, foreclosure on mortgaged property by filing a lawsuit in court or out of court shall not be allowed for a housing mortgage loan that is not related to business activities. The requirement established by this subparagraph shall not apply to cases when the authorized body considers an application over sixty (60) calendar days from the date of the Borrower’s application, as well as the Borrower’s repeated application on a previously considered issue (effective from 1 October 2021).

The Borrower's application shall be considered by the Bank in accordance with the procedure established by the legislation of the Republic of Kazakhstan.

## **Article 5. Obligations of the Parties**

### **415. The Bank shall be obliged:**

- 1) in cases established by the loan agreement/these Standard Terms, to accept a loan for the purchase of goods, works and services, withholding remuneration accrued from the date of loan issuance, without deduction of penalties or other types of penalties for repayment within fourteen (14) calendar days from the date of conclusion of the loan agreement;
- 2) at the request of the Borrower, free of charge, not more than one (1) time per month, to submit in writing, within not more than three (3) business days, information on the distribution (for the principal debt, remuneration, commissions, penalties and other types of penalties, as well as other amounts to be paid) of the incoming money for repayment debt under the loan agreement, as well as the amount of money paid to the Bank and the loan limit (if any);
- 3) upon the borrower's request for partial or full early repayment to the Bank of the money provided under the loan agreement free of charge, within no more than three (3) business days, to inform him/her of the amount due for repayment, broken down into principal, remuneration, fees, penalties and other types of penalties, as well as other amounts to be paid;
- 4) if there is a delay in the borrower's fulfillment of obligations under the loan agreement, but not later than ten (10) calendar days from the date of its occurrence, to notify the borrower of the need to make payments under the loan agreement, indicating the amount of overdue debt as of the date specified in the notification and the individual borrower's right under the loan agreement to contact the Bank, and about the consequences of the borrower's failure to fulfill his/her obligations under the loan agreement/these Standard Terms in the following ways: by sending a postal courier or fax notification and/or an electronic message and/or by contacting the phone numbers specified in the loan application and/or in the form of SMS-messages, PUSH-notifications, and/or by other means not prohibited by the legislation of the Republic of Kazakhstan, in the following terms: starting from the date following the due date according to the repayment schedule, ending with the actual repayment date of the overdue debt;
- 5) to review and prepare a written response to the borrower's written request within the time limits established by the legislation of the Republic of Kazakhstan;
- 6) upon assignment of the right (claim) under the loan agreement to third parties, to notify the borrower (his/her authorized Representative) in writing within three (3) business days, indicating the full amount of the transferred claim rights, the balance of current and overdue debts, broken down into principal, remuneration, fees, penalties and other types of amounts to be paid, as well as the appointment of further payments to repay the loan to the Bank or the person to whom the rights of claim have been transferred;
- 7) if, at the time of the last loan payment, the borrower has no current or overdue debt under the loan agreement, the Bank shall return to the borrower (if the policyholder under the voluntary insurance agreement (if any) under the loan agreement shall be the borrower) the amount of the overpayment incurred due to the insurance payment, based on a written application the borrower. The refund shall be made by bank transfer of money to the borrower's account. In this case, the Bank shall be entitled to deduct bank expenses from the amount to be refunded;
- 8) to notify the borrower of changes in the terms of the loan agreement in the direction of their improvement. The Bank shall notify the borrower of changes to the loan agreement in advance at least fourteen (14) calendar days prior to the date of such changes, through the Communication Channels, at its discretion;
- 9) within fifteen (15) calendar days from the date of receipt of the borrower's written application, to review the proposed amendments to the terms of the loan agreement and to inform the borrower in writing of:
  - agreeing to the proposed changes to the terms of the loan agreement;
  - own suggestions for changing the terms of the loan agreement;

– refusal to change the terms of the loan agreement, indicating the reasoned grounds for such refusal;  
10) when concluding an agreement containing the conditions for the transfer of the Bank's right (claim) to a third party (hereinafter - the assignment agreement), to notify the borrower (or his/her authorized Representative):

– before concluding the assignment agreement, about the possibility of transferring rights (claims) to a third party, as well as about the processing of the borrower's personal data in connection with such an assignment in the manner stipulated in the loan agreement, or not contrary to the legislation of the Republic of Kazakhstan;

– on the transfer of the right (claim) to a third party in the manner stipulated in the loan agreement or not contrary to the legislation of the Republic of Kazakhstan, within thirty (30) calendar days from the date of conclusion of the assignment agreement, indicating the purpose of further payments to repay the bank loan to a third party (name and location of the person to whom the right (claim) has been transferred) on the loan, the full amount of transferred rights (claims), as well as the remaining overdue and current amounts of the principal debt, remuneration, fees, forfeiture (fines, penalties) and other amounts payable;

11) if there is a delay in fulfilling the obligation under the mortgage loan agreement, within twenty (20) calendar days from the date of the delay in fulfilling the obligation, to notify the Borrower of:

– the occurrence of a delay in fulfilling the obligation and the need to make payments indicating the amount of overdue debt as of the date specified in the notification;

– the right of the individual borrower under the loan agreement to apply to the Bank;

– the possibility of debt settlement by changing the terms of the mortgage loan agreement, including those stipulated by the legislation of the Republic of Kazakhstan, if there are objective reasons;

– the consequences of the Borrower's failure to fulfill his/her obligations under the loan agreement.

In this case, the notification shall be performed by the Bank in one of the following ways: by sending a postal, courier or fax notification and/or an electronic message and/or by sending a message to the phone numbers specified in the loan application and/or in the form of SMS-messages/PUSH-notifications, and/or by other means not prohibited by the legislation of the Republic of Kazakhstan.

416. Prior to the conclusion of the loan agreement, the Bank shall remotely (via the RBS) enter data on the borrower's mobile phone number, send the OTP code to the specified number and perform biometric identification of the borrower through the use of Identification Data Exchange Center services or using biometric data obtained through the Bank devices, and submit to the borrower, in addition to the information and documents stipulated in subparagraph 1) of paragraph 7 of the Rules for Provision of Banking Services and Consideration by Banks, Organizations Engaged in Certain Types of Banking Transactions, Client Requests Arising in the Process of Providing Banking Services (Resolution of the Management Board of the National Bank of the Republic of Kazakhstan dated 28 July 2017 No. 136), the following information about the loan:

1) the loan term;

2) the maximum amount and currency of the loan;

3) the type of the interest rate: fixed or floating, the calculation procedure in case the interest rate is floating;

4) the amount of the interest rate in annual percentages and the amount of the AERR (real value) at the date of the borrower's request;

5) an exhaustive list and amounts of fees, the Tariffs and other expenses related to obtaining and servicing (repayment) of the loan in favor of the Bank;

6) responsibility and risks of the borrower in case of non-fulfillment of obligations under the loan agreement;

7) liability of the pledgor, the guarantor, the guarantor and other person who is a party to the loan security agreement.

The requirement for the borrower's biometric identification stipulated in part one of this paragraph shall not apply if the loan agreement is concluded remotely (via the RBS) providing for the use of the Card for making payments and (or) money transfers within the amount of the loan issued.

**417. The Borrower shall be obliged:**

- 1) to strictly observe the terms of the loan received: urgency, repayment and payment;
- 2) to provide all possible assistance to the Bank in conducting inspections of the borrower's financial condition;
- 3) at the first demand of the Bank, to provide the documents required for the formation of the credit file, as well as any other documentation and information that the Bank deems necessary at any time during the entire term of the loan agreement, Standard Terms;
- 4) to repay the loan and to pay the accrued remuneration on it, as well as to ensure that other payments are received by the Bank in full, in the types, on time, in the manner and in the amounts stipulated by these Standard Terms, the loan agreement;
- 5) upon presentation by the Bank of a claim in cases established by the legislation of the Republic of Kazakhstan and the loan agreement for early repayment of the loan and accrued remuneration, for repayment of overdue loan debt and accrued remuneration in accordance with the terms of the loan agreement, a claim for payment of expenses related to the signing and execution of the loan agreement and/or incurred by the Bank as a result of non-fulfillment and/or undue fulfillment by the Borrower of any of his/her obligations under the loan agreement, as well as other expenses established by the loan agreement, to fulfill the Bank requirements within seven (7) calendar days from the date of receipt of the specified written demand of the Bank;
- 6) to notify the Bank in writing within five (5) calendar days of the change of residence, including other information specified in the loan application and/or the repudiation or termination of the employment contract with the employer, and/or the Borrower's lack of money to repay the next payment under the loan agreement, and/or involvement of the Borrower in any legal process, and/or the seizure or foreclosure of the borrower's property (or the existence of a real threat of this); about the possible risk to the fulfillment of obligations under the loan agreement. As well as to timely notify the Bank of all circumstances that may affect the timely fulfillment by the Borrower of his/her obligations to the Bank, in the event of claims against the Borrower from third parties for the fulfillment of obligations to them in the amount of fifty percent (50%) or more of the amount owed under the loan agreement;
- 7) in case of non-fulfillment and/or undue fulfillment by the Borrower of obligations under the loan agreement, to pay the Bank a forfeiture (fine, penalty);
- 8) notify the Bank within seven (7) calendar days about the opening of bank accounts with other banks, as well as about the availability and amount of any accounts payable;
- 9) to fulfill obligations under the loan agreement as a matter of priority in relation to all other obligations of the Borrower to any third parties;
- 10) at the time of receiving the loan, as well as in other cases, to sign a repayment schedule submitted by the Bank and acceptable to the Borrower, in accordance with which to repay the loan and to pay remuneration on it;
- 11) to be liable for their obligations with all his/her property (including money, movable and immovable property, property rights, rights (claims), securities, as well as any other property owned by the Borrower), which may be subject to foreclosure in accordance with the current legislation of the Republic of Kazakhstan. Payment of a penalty and compensation for losses in case of non-fulfillment or undue fulfillment of obligations shall not release the Borrower from fulfilling the loan agreement. Upon request for payment of a penalty, the Bank shall not be obliged to prove that losses have been caused to it;
- 12) bear all expenses related to the signing and execution of the loan agreement, payment of the Bank fees, as well as expenses, costs, losses incurred by the Bank as a result of non-fulfillment and/or undue fulfillment by the Borrower of any of his/her obligations under the loan agreement. The Bank shall make appropriate demands for payment, as such costs, expenses and losses are incurred; and the Borrower undertakes to reimburse them within the time limits set by the Bank;
- 13) at the first demand of the Bank, to provide collateral in accordance with the terms of the loan agreement (if any) and fulfill all other obligations under the specified terms, as well as, at the first demand of the Bank, to insure the risk of default on repayment of the loan for the duration of the loan agreement. At the same time, in the relevant insurance contracts, the beneficiary must specify the Bank

in the event of an insured event;

14) to provide the Bank with collateral in the manner and within the time limits established by these Standard Terms; to use the loan only in accordance with its intended purpose, and to provide all possible assistance to the Bank in conducting inspections of the intended use of the loan, the actual condition of the collateral, as well as the financial condition of the Borrower. At the first demand of the Bank, to insure the collateral in accordance with the requirements of the legislation of the Republic of Kazakhstan and these Standard Terms;

15) at the request of the Bank, to replace the collateral in case of its loss (theft, death, loss of ownership for legitimate reasons, and other cases), as well as to provide the Bank with additional collateral acceptable to the Bank in case of wear, deterioration, depreciation, and other cases established by these Standard Terms and the collateral agreement.

The Borrower hereby guarantees that he/she has all the rights and has full legal capacity to sign the loan agreement, as well as other related documents. The Borrower confirms that he, being a capable person, is familiar with all the terms of the Standard Terms, loan Agreement and other legal documents, all the provisions of the Standard Terms, loan agreement and other related documents are clear to him/her, and he/she is not misled about the terms of the documents. The Borrower acknowledges that he/she fully understands the significance of his/her actions, agrees with the terms of the Standard Terms, loan agreement and other documents, and accepts their terms in full. The Borrower also confirms that the Standard Terms, of the loan agreement have been concluded/will be concluded not under the influence of deception, violence, threats, or due to a combination of difficult circumstances on extremely unfavorable terms;

16) not to disclose the code word to any third parties. In case of disclosure of the borrower's code word, both through the fault of the latter and without it, the borrower shall be obliged to inform the Bank about this fact within the next 24 hours in order to replace the code word with a new one. At the same time, the Bank shall not be responsible for the negative consequences caused by the disclosure of the code word;

17) to independently bear the costs of paying any kind of commissions and fees for making monthly payments under the loan agreement, if such payments are made through branches of other banks or through Kazpost JSC;

18) in case of termination of the employment contract with the employer or non-receipt of wages for any reason, to continue to repay monthly payments to the Bank independently, from any legitimate sources.

In cases beyond the control of the Parties, if the borrower's employer delays payment of wages and/or Kazpost JSC/partner bank does not withhold and/or transfer the monthly payment amount to the Bank for more than five (5) business days, the borrower undertakes to repay the debt independently without forcing the Bank to apply penalties for overdue payments stipulated in the loan agreement.

The Borrower hereby confirms his/her unconditional consent to change the interest rate in accordance with the terms of the loan agreement, as well as the fact that the Bank shall be entitled to demand from the borrower the repayment of all amounts owed on the principal debt and interest and/or foreclose on the collateral in case of non-payment to the Bank of the amounts of interest at the new interest rate;

19) not to conclude loan, pledge, lease and other agreements related to property secured under the loan agreement with third parties, not to provide guarantees (sureties), not to create encumbrances on the property, present and future income, without first obtaining the written consent of the Bank, not to prevent the Bank from foreclosing on provision performed in accordance with the norms of the legislation of the Republic of Kazakhstan.

The Borrower hereby guarantees that the property secured under the loan agreement is not mortgaged, except for the Bank collateral, is not seized or otherwise encumbered, and there are no legal claims on it from third parties as of the date of conclusion of the loan agreement and security clauses;

20) to fulfill obligations imposed on the borrower under loan agreements concluded using EDS in accordance with the procedure stipulated in the Standard Terms;

21) extend the validity period of the EDS, in accordance with the procedure stipulated by the Policy of Application of Registration Certificates;

22) to provide the Bank with the information and documents required and sufficient to identify the Client, his Representative, and identify the beneficial owner in order for the Bank to comply with the requirements of the RK Law “On Countering the Legalization (Laundering) of Proceeds from Crime and the Financing of Terrorism”, stipulated by the U.S. Foreign Account Tax Compliance Act, the Convention on Mutual Administrative Assistance in Tax Matters (OECD), information on the beneficial owner to the extent and in accordance with the procedure stipulated by the Bank, documents and information in case of changes in the identification information, the Bank INDs, as well as provide documents and information about the Client’s tax residence independently at the request of the Bank;

23) to provide the Bank with the documents and information required to perform the functions provided for by the current legislation of the Republic of Kazakhstan and the Bank’s INDs;

24) in case of changes in the Client’s identification/personal data/information about the Client previously provided to the Bank/received by the Bank, to provide the Bank with documents and information not later than five (5) calendar days from the date of the changes.

## **SECTION 6. SMARTBANK REMOTE BANKING SERVICE SYSTEM**

### **Article 1. General provisions**

418. These Standard Terms define the procedure for the Clients to accede to the terms and the procedure for providing electronic banking services to the Client in the RBS.

419. The Bank, at its discretion, shall set the list of products/services/payments/transfers provided in the RBS, and also shall be entitled to limit the number of bank accounts and Cards opened. If there is no technical possibility of obtaining the Bank service/product online, the Client must contact the Bank Branch/Outlet.

420. The Bank is entitled, and the Client, by acceding to the Standard Terms, expresses his/her unconditional consent, to use the OTP code when providing banking products/services (with the exception of concluding loan agreements and documents at providing a bank loan), in order to identify the Client and confirm the authenticity of his/her actions, as well as when signing electronic documents. This code is used by the Parties when sending it via mobile and other devices.

421. The Bank shall not be responsible for non-delivery by the mobile operator of the OTP code (SMS messages) sent by the Bank. Due to the Bank’s use of the services of mobile operators, these operators will have technical access to the text of SMS messages containing information constituting a banking secret on the Client’s bank account.

The Bank shall not be responsible for providing to third parties the information specified in the SMS message sent to the Client’s mobile phone number specified in the Application-Offer/registered in the RBS, as well as these actions of the Bank shall not constitute disclosure of banking secrecy if the Bank has not been promptly notified by the Client in writing about the loss, theft and other cases of loss of mobile phones, SIM cards from such a phone or their transfer to third parties for any reason.

422. The basis for providing electronic banking services to the Client in the RBS, subject to adherence to the Standard Terms in accordance with this Section, shall be the identification of the Client by mobile phone number, password code, biometric data (Touch/Face ID), recording information in the AML/CFT questionnaire, and the availability of the Application-Consent for collection and processing of personal data, confirmed by dynamic identification of the Client using a one-time password (OTP code) when conducting operations in the RBS.

423. The following electronic banking services are provided through the RBS:

- 1) information services;
- 2) payment services (transfers, payments, opening Accounts/Cards, issuing loans and other services).

424. The documents used in the relationship between the Client and the Bank in electronic form, which have been successfully authorized by the Client in the RBS, shall be recognized as equal to the corresponding documents on paper and give rise to similar rights and the obligations of the Parties under these Standard Terms (with the exception of documents and contracts that, in accordance with the legislation of the Republic of Kazakhstan, must be drawn up and provided on paper).

425. By acceding to the Standard Terms, the Client accepts all the established terms and obligations specified in the Standard Terms.

426. Acceding to the Standard Terms in the RBS is performed by:

- activation/registration of the Client in the RBS;
- submitting the Application for consent to the collection and processing of personal data in order to obtain further banking products/services and accede to the Standard Terms;
- identification of the Client, verification of his biometric data and identity document.

427. In the RBS, the Bank uses technologies to ensure the security and confidentiality of information transmitted through electronic Communication Channels.

428. In case of detection by the Bank of illegal distribution of the Client's personal data, the Bank implements additional security measures, including, but not limited to:

- 1) repeated biometric identification of the Client;
- 2) verification of the Client's ownership of his/her mobile phone number by verifying the Client's individual identification number (hereinafter - the IIN) with the IIN of the owner of the mobile phone number in the mobile operator's database or obtaining information about the Client's ownership of this mobile phone number by verifying the Client's IIN in the Client's mobile phone database through the e-Government web portal;
- 3) a verification call to the Client's mobile phone number specified by the Client informing the Client about the theft of his/her personal data and recommending that the Client establish a voluntary ban on issuing loans.

429. The Client shall be responsible and liable for all operations in the RBs conducted on behalf of the Client.

430. The Bank shall not be responsible for third parties conducting transactions in the RBS on behalf of the Client, including using the methods of access to the RBS received by third parties from the Client. In this case, the Account transactions, authorization of payment, money transfer, or loan processing shall be considered initiated by the Client and entail the Client's obligations set forth in these Standard Terms.

431. The Client shall be responsible for losses/damages, etc., caused to the Bank by both the Client himself/herself and third parties who have obtained/ have access to the Client's Account, including when applying for a loan due to fault or negligence and/or negligence, and/or with the participation of the Client.

432. The Client shall be responsible for late notification to the Bank of a change in its details, including the details of identity documents, as well as for transactions in the RBS using false details.

433. All transactions conducted on behalf of the Client shall be considered completed by the Client.

434. The Client hereby unconditionally agrees that the mobile phone number registered in the RBS shall be considered to be in the possession and use of the Client.

435. The Client shall bear the risk and responsibility with respect to transactions conducted on the Client's Account prior to the Bank's blocking of the Account at the Client's request (including if there is suspicion of unauthorized access by third parties to the RBS, to the Client's Account).

436. The Client hereby unconditionally agrees that the mobile phone number indicated during registration/authorization in the RBS shall be one of the main numbers for receiving communication with the Bank (SMS messages, PUSH notifications, calls). The Bank shall be entitled to communicate with the Client using other mobile phone numbers specified in the relevant applications of the Client for receiving the Bank products/services.

437. The Bank shall be entitled to unilaterally withdraw from the execution of the Adhesion Contract (to refuse to conduct a transaction) in the following cases:

- non-submittal by the Client of the information or documents required to identify the Client, his beneficial owner, in order for the Bank to comply with the requirements of the RK Law "On Countering the Legalization (Laundering) of Proceeds from Crime and the Financing of Terrorism", U.S. Foreign Account Tax Compliance Act, the Convention on Mutual Administrative Assistance in Tax Matters (OECD);
- if the Bank has grounds to assume that transactions with the Client's money and (or) other assets are related to the legalization (laundering) of proceeds from crime and (or) the financing of terrorism, recognized in accordance with the legislation of the Republic of Kazakhstan on countering the

legalization (laundering) of proceeds from crime and the financing of terrorism, illegal production, trafficking and (or) transit of drugs;

- if the Bank has grounds to assume that the transaction with money is related to fraud, deceit and other illegal actions under the laws of the Republic of Kazakhstan;
- if any of the Client's statements, information and/or guarantees made (provided) by the Client were invalid (unreliable) or became invalid during the period of legal relations with the Bank;
- in other cases, stipulated by the legislation of the Republic of Kazakhstan.

438. The Bank shall be entitled to refuse to establish business relations in the following cases:

- non-submittal by the Client of the information or documents required to identify the Client, his beneficial owner, in order for the Bank to comply with the requirements of the RK Law "On Countering the Legalization (Laundering) of Proceeds from Crime and the Financing of Terrorism", U.S. Foreign Account Tax Compliance Act, the Convention on Mutual Administrative Assistance in Tax Matters (OECD);
- if the Bank has grounds to assume that transactions with the Client's money and (or) other assets are related to the legalization (laundering) of proceeds from crime and (or) the financing of terrorism, recognized in accordance with the legislation of the Republic of Kazakhstan on countering the legalization (laundering) of proceeds from crime and the financing of terrorism, illegal production, trafficking and (or) transit of drugs;
- if the Bank has grounds to assume that the transaction with money is related to fraud, deceit and other illegal actions under the laws of the Republic of Kazakhstan;
- if any of the Client's statements, information and/or guarantees made (provided) by the Client were invalid (unreliable) or became invalid during the period of legal relations with the Bank;
- presence of the Client and/or his Representative, and/or his beneficiary owner, as well as persons related to them, in the sanctions lists/watchlists of the United States of America (hereinafter – the USA), the European Union, Switzerland, the Great Britain, Canada and other states;
- transactions of the Client/his Representative have relevant characteristics/are subject to international sanctions;
- other grounds, stipulated by the legislation of the RK and the INDs on combating legalization (laundering) of proceeds of crime and financing of terrorism.

## **Article 2. RBS System Terms**

439. To receive electronic banking services through the RBS, the Client must have a mobile device with a mobile phone number registered in the RBS and/or can apply to the Bank Branch/Outlet with a corresponding Application-Offer for the RBS (only for non-residents of the Republic of Kazakhstan).

440. The RBS shall be available to the Client around the clock. Payments and transfers (including conversion) are operated 24/7. Interbank transfers by account number and international transfers are conducted during the Bank's business hours. Repayment of monthly loan payments, partial early repayment of loans shall be conducted from 9:00 a.m. to 7:30 p.m. Astana time.

441. Registration in the RBS by the Client, resident of the Republic of Kazakhstan shall be conducted independently after installing the RBS in a mobile phone, with biometric identification. At changing a mobile phone/device by the Client, resident of the Republic of Kazakhstan, biometric identification must be repeated to enter the RBS. Registration of the Clients, non-residents of the Republic of Kazakhstan shall be conducted by applying to the Bank Branch/Outlet with the corresponding Application-Offer for the RBS.

442. The RBS and its contents shall not be intended for minors (persons under the age of 18 (eighteen) years of age), and the Bank shall not provide the RBS services to minors.

443. The age is determined when the Client (user) registers in the RBS by the entered IIN.

444. The Client, a resident of the Republic of Kazakhstan, undergoes a step-by-step registration procedure with the implementation of the following actions:

- specifying the mobile phone number (which will later be its unique user ID);
- specifying the IIN;
- providing the Application-Consent for the collection and processing of personal data;

- recording the data in the AML/FT questionnaire;
- entering the OTP code;
- conducting biometric identification (liveness).

The code password is set by the Client independently.

445. The Client, a non-resident of the Republic of Kazakhstan undergoes a password reset procedure after registering with the RBS at the Bank Branch/Outlet (offline) with the following actions:

- specifying the mobile phone number (which will later be its unique user ID);
- specifying the IIN;
- providing the Application-Consent for the collection and processing of personal data;
- recording the data in the AML/FT questionnaire;
- entering the OTP code;
- product data entry (Card number/current or savings account number).

The code password is set by the Client independently.

### **Article 3. RBS System Operations Procedure**

446. Transactions on Accounts through the RBS shall be conducted within the limits of the remaining money on the Client's bank accounts and the amount of the established credit limit or the limit of the permitted overdraft, if any, taking into account the fee amount on this operation in accordance with the Bank Tariffs.

447. To conduct a transaction in the RBS, the Client shall:

- select a service (from the list specified in the RBS);
- enter the required parameters depending on the type of operation selected;
- confirm the operation by entering the OTP code (if required);
- send an electronic document for execution to the Bank.

448. The RBS shall automatically verify the authenticity of the OTP code and the correctness of the electronic document data. An electronic document that has been verified in the RBS shall be assigned the Accepted status.

449. Electronic documents with the Accepted status shall be automatically transferred to the RBS for execution to the Bank systems, after which the electronic documents in the RBS shall be assigned the Under-execution status.

450. Electronic documents shall be executed in accordance with the Bank's internal rules.

451. When the Bank provides electronic banking services to the Client, the confirmation of sending or receiving electronic documents remains in the RBS, on the basis of which electronic banking services shall be provided to the Client. Upon the Client's request, the Bank shall provide confirmation of sending or receiving electronic documents.

452. The status of electronic documents shall be automatically reflected in the RBS with the result of execution (with a description of the reason in case of refusal).

453. Electronic documents received from the Client shall be processed automatically.

454. In order to send/receive money transfers using a mobile phone number, when making transfers/payments (via an international payment system, an interbank payment system, or an instant payment system), the Card shall be linked to the mobile phone number of the cardholder registered with the RBS. The Card linked to the Client's mobile phone number shall be changed in the RBS.

The recipient of the transfer using the instant payment system can initiate a refund of the transfer within twenty-four (24) hours after receiving the transfer.

455. For transfers by phone number within the Bank (intrabank transfers), the sender and recipient of the transfer can initiate a refund of the transfer. When the transfer is returned by the sender of the transfer, the recipient can review the request within seven (7) calendar days. If the recipient of the transfer does not provide a response, the request for a refund shall be automatically rejected.

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

456. **The Bank shall:**

- 1) provide the Client with the opportunity to enter his/her mobile phone number and password code to log in to the RBS when registering the Client in the RBS;
- 2) register the Client as the RBS user after successful registration;
- 3) inform the Client about performed technical work on the Bank's side, which may interrupt access and hinder the use of the RBS;
- 4) execute the Client's electronic documents subject to the Client's compliance with the Standard Terms, Application-Offers, loan agreements and other agreements/contracts concluded between the Bank and the Client, as well as the requirements of the legislation of the Republic of Kazakhstan;
- 5) inform about changes in the Bank Tariffs, within the time limits set by the Standard Terms, by posting relevant information on the Bank website, RBS and other Communication Channels;
- 6) keep electronic documents within the time limits established by the legislation of the Republic of Kazakhstan;
- 7) notify the Client of the termination of receiving and processing electronic documents, if the Bank has grounds for threatening unauthorized access to the Client's bank accounts.

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

- 1) to temporarily or completely suspend access to the RBS and/or block the provision of banking services through the RBS without notifying the Client in the following cases:
  - if, in the opinion of the Bank, such a measure is required to ensure the system security;
  - in case of violation by the Client of the legislation of the Republic of Kazakhstan, these Standard Terms, or suspicion of a potential violation of the legislation of the Republic of Kazakhstan or the Standard Terms;
- 2) not to accept the Client's electronic documents damaged due to interference in Communication Channels;
- 3) to cease accepting and processing electronic documents if the Bank suspects the threat of unauthorized access to the Client's bank accounts/Cards until all circumstances related to unauthorized access are clarified;
- 4) to request additional information and documents from the Client regarding the operation in order to verify its compliance with the legislation of the Republic of Kazakhstan;
- 5) to set limits (in terms of amount and quantity) on the Client's transactions in the RBS;
- 6) to suspend at own discretion/refuse to provide services in the RBS, including during technical/preventive maintenance in the RBS;
- 7) to open bank accounts (current/savings accounts), provide other services/products through the RBS;
- 8) for non-credit products, to unilaterally cancel the Adhesion Contract (refuse to conduct an operation) in accordance with the requirements of the legislation of the Republic of Kazakhstan; for credit products - to require the borrower to fulfill the obligation ahead of time, together with accrued interest, fees stipulated in the loan agreement, Standard Terms and the Bank Tariffs and other amounts due from the borrower under the loan agreement/to require the borrower to compensate for losses caused by the violation of obligations/to apply to the borrower all/any measures provided for by the legislation of the Republic of Kazakhstan, the loan agreement and the Standard Terms;
- 9) to suspend the execution of the instruction and (or) block the amount of money if the Bank has grounds to assume there are signs of fraud in the transaction and/or signs of illegal production, trafficking and (or) transit of drugs.

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

- 1) for non-credit products, to refuse to establish a business relationship and terminate the Adhesion Contract unilaterally in accordance with the requirements of the legislation of the Republic of Kazakhstan, notifying the Client in advance not later than thirty (30) calendar days before the date of termination of the Adhesion Contract;
- 2) for credit products – to require the borrower to fulfill the obligation ahead of schedule, together with accrued interest, fees provided for in the loan agreement, Standard Terms and the Bank Tariffs and other amounts due from the borrower under the loan agreement/to require the borrower to compensate for losses caused by the violation of obligations/to apply to the borrower all/any measures stipulated

by the legislation of the Republic of Kazakhstan, the loan agreement and the Standard Terms, in the cases of:

- if the Bank has grounds to assume that the transaction with money is related to fraud, deceit and other illegal actions under the laws of the Republic of Kazakhstan;
- if any of the Client's statements, information and/or guarantees made (provided) by the Client were invalid (unreliable).

**459. The Client shall be obliged:**

- 1) not to disclose/transfer to third parties the password code to the RBS;
- 2) to be responsible for the confidentiality of information transmitted by the RBS;
- 3) immediately, by any available means, to inform the Bank about the threat of unauthorized access to the RBS in the following cases, but not limited to:
  - disclosure/transfer of the code password, access to the RBS, or suspicion of obtaining information by third parties;
  - disclosure/transmission of the OTP code or suspicion of their compromise;
- 4) to pay all amounts due to the Bank as stipulated in these Standard Terms and the Bank Tariffs;
- 5) if the Card number linked to the mobile phone number is changed, to immediately contact the Bank to change the phone number in the RBS by submitting an application to the Bank Branch/Outlet;
- 6) to provide the Bank with the information and documents required and sufficient to identify the Client, his Representative, and identify the beneficial owner in order for the Bank to comply with the requirements of the RK Law "On Countering the Legalization (Laundering) of Proceeds from Crime and the Financing of Terrorism", stipulated by the U.S. Foreign Account Tax Compliance Act, the Convention on Mutual Administrative Assistance in Tax Matters (OECD), information on the beneficial owner to the extent and in accordance with the procedure stipulated by the Bank, documents and information in case of changes in the identification information, the Bank INDs, as well as to provide documents and information about the Client's tax residence at the request of the Bank;
- 7) to provide the Bank with the documents and information required to perform the functions provided for by the current legislation of the Republic of Kazakhstan and the Bank's INDs;
- 8) in case of changes in the Client's identification/personal data/information about the Client previously provided to the Bank/received by the Bank, to provide the Bank with documents and information not later than five (5) calendar days from the date of the changes.

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

- 1) to increase security, to independently change the password code for logging into the RBS;
- 2) to receive services/products in the RBS;
- 3) to read the terms and conditions of the services/products provided by the Bank;
- 4) to receive information about the Bank promotions and news on the Bank services/products;
- 5) to contact the Bank Branch/Outlet if it is impossible to receive the Bank services/products remotely through the RBS.

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

461. The Parties shall be responsible for disclosing information related to the conclusion and execution of these Standard Terms to third parties, except in cases where such information must be provided in accordance with the requirements of the legislation of the Republic of Kazakhstan.

462. The Bank shall not be responsible for the correctness of the Client's electronic documents and for disruptions and interference in the operation of the Internet and communication lines, leading to the inability to transfer electronic documents to the Bank.

463. The Bank shall not be responsible for unauthorized access to the Accounts/Cards, loans of the Client in case of non-fulfillment of the terms of these Standard Terms.

464. When using SMS messages/PUSH notifications to receive an OTP code, the Client realizes that the OTP code is transmitted over an unsecured channel, that the security of using the OTP code is realized by generating OTP codes by the Client in the current session, and the possibility of using the OTP code only for the current session and the current electronic document of the Client.

465. The Bank shall be released from liability for non-fulfillment or undue fulfillment of the obligations to the Client in the event of an action or omission by service providers that led to the Bank's inability to fulfill the obligations under the Standard Terms.

## **SECTION 7. OTHER RIGHTS AND LIABILITIES OF THE PARTIES WITHIN THE FRAMEWORK OF THE STANDARD TERMS**

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

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

- 1) To unilaterally change the Standard Terms in the direction of their improvement for the Client. The Bank must inform the Client of such amendments and, if the Client does not agree with the amendments, the Client must notify the Bank in writing. For retail lending, the Client may refuse the improving conditions proposed by the Bank, and must notify the Bank within fourteen (14) calendar days from the date of receipt of the notification by the Bank. The Client shall be entitled to terminate the Adhesion Contract if it does not contradict the legislation of the Republic of Kazakhstan and provided that the Client has fulfilled all his/her obligations to the Bank;
- 2) to refuse to conduct transactions on the Client's Account in cases stipulated by these Standard Terms and the legislation of the Republic of Kazakhstan;
- 3) to refuse to accept the Client's instructions if there is no amount of money on the Client's Account sufficient to fulfill this instruction, to close the Client's Account if there are unfulfilled requirements by the Client's Account;
- 4) to require the Client to provide the documents required for the formation of a credit file/dossier, as well as to request from the Client any documentation and information that the Bank deems necessary at any time prior to the provision of banking products/services and during the entire period of validity of the Standard Terms, in accordance with the requirements of the legislation of the Republic of Kazakhstan;
- 5) to ensure confidentiality of information and maintain banking secrecy on transactions conducted on the Client's Account in accordance with the legislation of the Republic of Kazakhstan, with the exceptions specified in these Standard Terms;
- 6) if there is money on the Client's bank account, make a direct debit from the account to pay off the debt, taking into account the Client's consent expressed by him at the time of joining these Standard Terms;
- 7) to charge the Client remuneration for the use of the loan/credit, fees, fees, penalties, as well as other payments stipulated in the Application-Offer, Standard Terms, loan agreements and/or the Tariffs; at any time to require the Client to repay the outstanding debt/overdue debt by invoicing (presenting) to the Client;
- 8) to monitor the quality of service, to keep a record of telephone conversations with the Client when contacting the Contact Center or other subdivisions of the Bank, as well as use the record to confirm the fact of such a request;
- 9) to inform the Client by phone numbers indicated in the loan application, the Application-Offer, about each case of debt/overdue debt;
- 10) to exercise all other rights established by the Standard Terms and other documents within the framework of the Standard Terms, as well as the legislation of the Republic of Kazakhstan;
- 11) to transfer the debt for pre-trial collection and settlement to a collection agency; to assign the right (claim) under loan agreements to persons stipulated by the legislation of the Republic of Kazakhstan, if the borrower is overdue in fulfilling the obligations under the loan agreements.

467. The Bank shall be entitled to unilaterally declare the termination of all or any of its obligations under the loan agreement and/or demand early payment of all amounts owed by the Client, in the presence of one of the following circumstances:

- 1) non-fulfillment by the Client for any reason of the terms of the loan agreement on the date of payment in the currency and in the manner specified in the loan agreement;
- 2) if the Client or a related party (co-borrower, mortgagor, guarantor, additional Cardholder, etc.)

violates or fails to comply with the requirements of applicable laws or any of the terms of the loan agreement or related documents, including all without limitation contracts;

3) if the Bank has grounds to assume that any of the statements or guarantees provided by the Client or a related party in accordance with these Standard Terms, the loan agreement, or any information provided in the documents and/or as part of the information related to the Standard Terms are unreliable, inaccurate, or void of legal force;

4) total or partial loss of legal capacity by the Client;

5) involvement of the Client or a related party in a lawsuit, the amount of the claim for which, in the Bank's opinion, poses or may pose a threat to the completeness and timeliness of the Client's financial obligations under the loan agreement;

6) if any debt owed by the Client or a related party is not settled on time or if there is a need to demand early repayment of the debt;

7) all or a significant part of the Client's or related party's property has been significantly reduced in value, damaged, lost, confiscated, or, in the Bank's opinion, there is a threat to any of the above situations;

8) in the event of any of the following situations:

- the Client's relocation to a permanent place of residence outside the Republic of Kazakhstan,
- a change in the marital status of the Client,
- division of any joint property of the spouses owned by the Client,
- all or part of the property is under the supervision of the Client;
- if the Client's property and Accounts are under arrest (or there is a real threat of arrest), and the arrest is not expected to be lifted within the next thirty (30) calendar days,
- all or a substantial part of the Client's property has been fully purchased, seized, expropriated or nationalized by the state or some other third party;

9) The Client does not exercise his/her rights and does not fulfill his/her obligations under the loan agreement, regardless of whether the Bank knows the reason for the Client's actions (inaction) or not;

10) at any point in time, for the Client, the fulfillment of any or all obligations under the loan agreement becomes illegal or ceases to be legal, valid, binding and enforceable;

11) the Client or a related party does not comply with the decisions of the competent judicial authority regarding the payment of amounts due from him/her;

12) the Bank assumes that there is a real threat to the completeness and timeliness of the Client's fulfillment of its obligations under the loan agreement;

13) the Client does not fulfill his/her obligations under other agreements concluded before or after signing the Standard Terms, including all loan agreements without limitation;

14) upon termination of the employment relationship between the Client and his/her employer before the end of the period for which the loan/credit line/overdraft is provided;

15) upon termination of the relationship for the provision of services to the Client, which constitute the main/significant contribution of the Bank to the Client's income.

468. The Bank shall be entitled, without Client's additional consent, to take (at its discretion, in court or out of court) any actions required and sufficient to protect the interests of the Bank and receive the entire amount of debt payable by the Client, provided that this the Bank's right is specified in the loan agreement terms.

If the borrower fails to exercise the rights stipulated in the Standard Terms or if there is no agreement between the borrower and the Bank concerning the amendment of the loan agreement terms, the Bank may:

1) consider the application of measures against the borrower in accordance with the legislation of the Republic of Kazakhstan;

2) transfer the debt for pre-trial collection and settlement to a collection agency - it is allowed if the loan agreement contains the right of the Bank (an organization engaged in certain types of banking operations) to attract a collection agency if the borrower is overdue in fulfilling obligations under the bank loan agreement;

3) to apply the measures stipulated by the legislation of the Republic of Kazakhstan and (or) the loan agreement, including filing a lawsuit with the court to recover the debt amount under loan agreements, as well as to foreclose on mortgaged property out of court, except in cases provided for by the Law of the Republic of Kazakhstan “On Mortgage of Immovable Property”, or in court (introduced effective from 1 October 2021).

469. All/any expenses incurred by the Bank in connection with the Client’s violation of the requirements of the legislation of the Republic of Kazakhstan and (or) the terms of the loan agreement shall be borne by the Client.

470. The loan agreement shall be terminated in accordance with the procedure and on the terms stipulated by the loan agreement and/or the applicable legislation of the Republic of Kazakhstan.

471. The Bank shall be entitled to unilaterally withdraw from the execution of the Adhesion Contract (to refuse to conduct a transaction) in the following cases:

- non-submittal by the Client of the information or documents required to identify the Client, his beneficial owner, in order for the Bank to comply with the requirements of the RK Law “On Countering the Legalization (Laundering) of Proceeds from Crime and the Financing of Terrorism”, U.S. Foreign Account Tax Compliance Act, the Convention on Mutual Administrative Assistance in Tax Matters (OECD);
- if the Bank has grounds to assume that transactions with the Client’s money and (or) other assets are related to the legalization (laundering) of proceeds from crime and (or) the financing of terrorism, recognized in accordance with the legislation of the Republic of Kazakhstan on countering the legalization (laundering) of proceeds from crime and the financing of terrorism, illegal production, trafficking and (or) transit of drugs;
- if the Bank has grounds to assume that the transaction with money is related to fraud, deceit and other illegal actions under the laws of the Republic of Kazakhstan,
- if any of the Client’s statements, information and/or guarantees made (provided) by the Client were invalid (unreliable) or became invalid during the period of legal relations with the Bank;
- in other cases, stipulated by the legislation of the Republic of Kazakhstan.

472. The Bank shall be entitled to refuse to establish business relations in the following cases:

- non-submittal by the Client of the information or documents required to identify the Client, his beneficial owner, in order for the Bank to comply with the requirements of the RK Law “On Countering the Legalization (Laundering) of Proceeds from Crime and the Financing of Terrorism”, U.S. Foreign Account Tax Compliance Act, the Convention on Mutual Administrative Assistance in Tax Matters (OECD);
- if the Bank has grounds to assume that transactions with the Client’s money and (or) other assets are related to the legalization (laundering) of proceeds from crime and (or) the financing of terrorism, recognized in accordance with the legislation of the Republic of Kazakhstan on countering the legalization (laundering) of proceeds from crime and the financing of terrorism, illegal production, trafficking and (or) transit of drugs;
- if the Bank has grounds to assume that the transaction with money is related to fraud, deceit and other illegal actions under the laws of the Republic of Kazakhstan;
- if any of the Client’s statements, information and/or guarantees made (provided) by the Client were invalid (unreliable) or became invalid during the period of legal relations with the Bank;
- presence of the Client and/or his Representative, and/or his beneficiary owner, as well as persons related to them, in the sanctions lists/watchlists of the United States of America (hereinafter – the USA), the European Union, Switzerland, the Great Britain, Canada and other states;
- transactions of the Client/his Representative have relevant characteristics/are subject to international sanctions;
- other grounds, stipulated by the legislation of the RK and the INDs on combating legalization (laundering) of proceeds of crime and financing of terrorism.

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

- 1) notify the Client of late fulfillment of obligations and the need to make payments and fulfill other obligations under the Standard Terms, the loan agreement;

- 2) to review and prepare a written response to the Client's written request within the period, established by the Resolution of the Management Board of the National Bank of the Republic of Kazakhstan dated 28 July 2017 No. 136 "On Approval of the Rules for Provision of Banking Services and Consideration by Banks, Organizations Engaged in Certain Types of Banking Transactions, Client Requests Arising in the Process of Providing Banking Services;
- 3) to provide the Client with statements/information on the Account, for the remuneration specified in the Tariffs, within three (3) banking days from the date of receipt of the written request;
- 4) fulfill all other obligations assumed in accordance with the Standard Terms and other documents, as well as the legislation of the Republic of Kazakhstan.

## **Article 2. Rights and Liabilities of the Client**

### **474. The Client shall be entitled to:**

- 1) to contact the Bank in writing in case of disputes regarding the services received and get an answer within the time limits established by the Resolution of the Management Board of the National Bank of the Republic of Kazakhstan dated 28 July 2017 No. 136 "On Approval of the Rules for Provision of Banking Services and Consideration by Banks, Organizations Engaged in Certain Types of Banking Transactions, Client Requests Arising in the Process of Providing Banking Services";
- 2) to dispose of money on the Account at own discretion, to receive information about the Account status (statements/certificates) with payment of interest at the Bank Tariffs, to close the Account in accordance with the legislation of the Republic of Kazakhstan, the Bank's INDs and the Standard Terms;
- 3) to apply in writing to the banking ombudsman, the authorized body or the court in accordance with the current legislation of the Republic of Kazakhstan to resolve disagreements that have arisen regarding the provision of banking services. Information about the location, postal, e-mail addresses and Internet resources of the Banking Ombudsman and the authorized body is published on the Bank website.
- 4) to exercise other rights established by the Standard Terms and other documents within the framework of the Standard Terms, as well as the legislation of the Republic of Kazakhstan.

### **475. The Client shall be obliged to:**

- 1) to open an Account, to provide the Bank with the documents and information stipulated by the legislation of the Republic of Kazakhstan and Standard Terms, specify reliable information in the Application-Offer, loan application and other documents;
- 2) to monitor the use of the Account and receive and check the statement at least once (1) a month;
- 3) to timely pay for the Bank services in accordance with the Bank Tariffs in force at the time of the transaction;
- 4) promptly, no later than five (5) business days, to inform the Bank about changes in the information specified in the Application-Offer, loan application, loan agreements and other documents from the date of entry into force of these changes;
- 5) to compensate for losses caused to the Bank;
- 6) to comply with the rules for making payments/transfers and processing payment documents, conducting currency transactions, established by the legislation of the Republic of Kazakhstan;
- 7) to accept payment demands and payment orders requiring the Client's acceptance submitted to the Client's Account by third parties, or to reasonably refuse to accept them not later than three (3) business days from the date of receipt of the Client's instruction and to return them to the Bank;
- 8) to immediately inform and provide the Bank with any order, instruction, formal requirement, authorization, notification or any other document that concerns or may concern collateral and is handed over to the Client by any third party;
- 9) to immediately notify the Bank in writing of all court proceedings in which the Client acts as a defendant, as well as of all claims (demands) made to the Client by third parties;
- 10) in case of an erroneous transfer of money not owned by the Client to the Account, to immediately notify the Bank and to return the money erroneously credited to the Account to the Bank within three (3) business days;

- 11) to independently make all calculations with the tax authorities of the Republic of Kazakhstan;
- 12) to provide information about your financial condition at the request of the Bank within five (5) business days from the date of receipt of such request by the Bank;
- 13) to independently review the changes in the Standard Terms, Loan Agreement and the Bank Tariffs on the Bank website or at the Bank Branch/Outlet. If the Bank makes changes to these documents, the Client must, not later than one (1) day before their entry into force, to inform the Bank in writing of his/her desire to terminate the Standard Terms and stop using the Cards or the Account, or sign an additional agreement;
- 14) in case of debiting money from the Client's accounts in other banks (organizations carrying out certain types of banking operations) in the Republic of Kazakhstan and abroad, the Client shall reimburse all Bank costs associated with the write-off by direct debit of the account;
- 15) to provide all possible assistance to the Bank in checking the Client's financial status;
- 16) at the first request of the Bank, to provide the documents required for the file preparation, as well as any other documentation and information that the Bank deems necessary at any time during the entire period of validity of the Standard Terms;
- 17) to notify the Bank within seven (7) calendar days about the opening of bank accounts with other banks, as well as about the availability and amount of any accounts payable;
- 18) to fulfill obligations under the Standard Terms as a matter of priority in relation to all other obligations of the Client to any third parties;
- 19) to be liable for the obligations with all their property (including money, movable and immovable property, property rights, rights (claims), securities, as well as any other property owned by the Client) that may be subject to foreclosure in accordance with the current legislation of the Republic of Kazakhstan. Payment of the penalty and compensation for losses in case of non-fulfillment or undue fulfillment of obligations shall not release the Client from fulfilling the Standard Terms and their integral parts. Upon request for payment of a penalty, the Bank shall not be obliged to prove that losses have been caused to it;
- 20) to fulfill all other obligations assumed in accordance with the Standard Terms and other documents, as well as the legislation of the Republic of Kazakhstan;
- 21) to provide the Bank with the information and documents required and sufficient to identify the Client, his Representative, and identify the beneficial owner in order for the Bank to comply with the requirements of the RK Law "On Countering the Legalization (Laundering) of Proceeds from Crime and the Financing of Terrorism", stipulated by the U.S. Foreign Account Tax Compliance Act, the Convention on Mutual Administrative Assistance in Tax Matters (OECD), information on the beneficial owner to the extent and in accordance with the procedure stipulated by the Bank, documents and information in case of changes in the identification information, the Bank INDs, as well as to provide documents and information about the Client's tax residence at the request of the Bank;
- 22) to provide the Bank with the documents and information required to perform the functions stipulated by the current legislation of the Republic of Kazakhstan and the Bank's INDs;
- 23) in case of changes in the Client's identification/personal data/information about the Client previously provided to the Bank/received by the Bank, to provide the Bank with documents and information not later than five (5) business days from the date of the changes.

## **SECTION 8. THE FINAL PROVISIONS**

476. Each Party that acceded to the Adhesion Contract shall be entitled to demand their termination on the grounds stipulated in Article 389 of the Civil Code of the Republic of Kazakhstan (hereinafter - the CC of the RK). Termination of the Adhesion Contract is performed by submitting an application by the acceded Party by the form established by the Bank. The Adhesion Contract shall be considered terminated only after the Parties have completed full settlements.

477. Changes to the Standard Terms are made by the Bank by posting them in a new version on the Bank website and/or in the Bank Branches/Outlets.

478. The Client accepts new conditions of the Standard Terms in all parts; use of new banking products and services is made on the general grounds, in the order, according to the procedure established by these Standard Terms, the Application-Offer/loan agreement.

479. 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 Bank website, in the general order. The Clients receipt of services (for the Bank products) confirms the Client's unconditional adherence to the Standard Terms and agreement with them.

480. Changes to the Standard Terms 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.

481. The Client and any other acceded Party shall be obliged to read the changes to the Standard Terms; being unaware of the new changes to the Standard Terms shall not relieve the Client or other acceded Party from obligations and responsibility for execution of the Standard Terms. With that, the Bank shall make all endeavors to notify the acceded Party of the changes, new products and services, by all ways established by the laws of the Republic of Kazakhstan and the Standard Terms.

482. Notwithstanding other provisions of these Standard Terms, the Bank can provide the Client with the following documents (hereinafter – “the information”) by means of the Communication Channels:

- 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.

483. In case of provision by the Bank to the Client of the information by way of the Communication Channels, 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, loan agreements and these Standard Terms.

484. The Client agrees to that the information obtained by him/her via the Communication Channels 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.

485. Hereby the Client confirms that he is fully aware that providing the Information by the Communication Channels 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.

486. The Client agrees to that the Bank bears no responsibility for any failures in the process of submitting information, faults in any equipment, used for submitting, obtaining and/or confirmation of obtaining the information.

487. The Client 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 undue performance of the obligations by the Bank under these 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.

488. The Client hereby agrees to collection of the amounts owed: the amount of the loan, accrued remuneration, the amount of debt incurred as a result of non-fulfillment and/or undue fulfillment by the Client of obligations to the Bank, expenses and losses, as well as the amounts of accrued penalties, by non-acceptance (indisputable) direct debit by the Bank of any bank accounts of the Client opened with the Bank, in other banks and organizations that carry out certain types of banking operations,

including by submitting a payment demand, both on the territory of the Republic of Kazakhstan and abroad, with the exception of money received by the Client in the form of benefits and social benefits paid from the state budget and (or) the State Social Insurance Fund, alimony (money intended for the maintenance of minors and disabled adult children), housing payments stipulated by the Law of the Republic of Kazakhstan “On Housing Relations”, money deposited on the terms of a notary’s deposit, and money held in bank accounts under the agreement on the educational funded contribution, concluded in accordance with the Law of the Republic of Kazakhstan “On the State Educational Saving System” and on bank accounts in housing construction savings banks in the form of housing construction savings accumulated through the use of housing payments, money held in bank accounts in second-tier banks in the form of savings for major repairs of the common property of the condominium facility, with the exception of penalties based on court decisions in cases of non-fulfillment of obligations under contracts concluded for the purpose of capital repairs of the common property of the condominium facility, money held in bank accounts intended for crediting compensation for investment costs in accordance with the legislation of the Republic of Kazakhstan in the field of public-private partnership and on concessions, money deposited on the terms of a notary’s deposit, money held in bank accounts under an educational funded contribution agreement concluded in accordance with the Law of the Republic of Kazakhstan “On State Educational Funded System”, money held in the current accounts of private bailiffs intended to store the collected amounts in favor of the collectors.

489. It is not allowed to collect debts under the loan agreement by a payment demand at the expense of money held in savings bank accounts that are the subject of collateral for issued bank loans, in the amount of outstanding principal debt on such bank loans.

490. Restrictions regarding the withdrawal of money held in bank accounts intended for crediting compensation for investment costs shall not apply to claims related to the first, second and third queues in accordance with the priority stipulated in Article 742 of the CC of the RK.

491. The collection of the borrower’s debt under the loan agreement by submitting a payment request is limited to fifty (50%) percent of the amount of money held in his bank account and (or) of each amount of money received subsequently to the borrower’s bank account, and is performed without waiting for the receipt of the entire amount required for the full fulfillment of the payment demand to the bank account. At the same time, the amount of money saved on an individual current account must be at least the amount of the subsistence minimum established for the corresponding financial year by the law on the Republican budget.

The above restriction shall not apply to the money held in the borrower’s savings account.

492. 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 Communication Channels.

493. 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.

494. The Bank shall be entitled to charge a fee (commission) for its services by direct debiting the Client’s Account for the amount of the commission without the Client’s prior consent. In case of insufficient funds on the Account in the currency of the commissions to be debited, the Bank shall be entitled to convert the necessary equivalent of the commission amount from the Account in another currency and cover the commission amount. Conversion shall be performed at the official exchange rate established by the Bank as of the write-off date.

495. If the amount being at the Account is not sufficient for payment for the services of the Bank, the Bank, at its own discretion, shall be entitled for reimbursement of the Client’s debt in compliance with the laws of the Republic of Kazakhstan.

496. The Bank shall be entitled to include confirmation for write-off of the 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.

497. Hereby the Parties agree that in the event of:

- termination of the Standard Terms, the Bank shall not return the fees previously received from the Client;
- absence of transactions on the Account at the initiative of the Client during the period, stipulated by the internal documents of the Bank, the Bank shall be entitled to transfer the Account servicing to another Tariff without additional notification of the Client.

498. 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.

499. The Bank may assign or transfer any rights or obligations arising in connection with the Standard Terms without the Client's prior written approval or consent, except as expressly provided in these Standard Terms. The Client may not assign or transfer any rights or obligations arising in connection with the Standard Terms without obtaining the Bank's prior written consent thereto.

500. 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 agree to make all efforts to replace an invalid provision with a new one, having legal force.

501. 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 Standard Terms 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.

502. 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 shall submit an invoice to the Client specifying the amount of costs. The Client shall be obliged to pay the invoice immediately after receiving it. In addition, any other expenses incurred by the Bank and not specified in the Bank Tariffs, but which may arise as a consequence of legal relations (relations) between the Bank and the Client, shall also be charged to the Client's account and included in the Client's debt to the Bank. The Bank shall issue (submit) to the Client an invoice for payment with a detailed indication of all costs incurred by the Bank. The Client shall be obliged to pay the invoice immediately upon receipt of the said invoice.

503. This Adhesion Contract is drawn up in the Kazakh, Russian and English languages having equal legal force. In case of any discrepancies, the Parties shall be guided by the text of the Adhesion Contract in the Russian language.

504. By acceding the Standard Terms, the Client confirms that he (she) does not object to the Bank's use of facsimile copy, facsimile signature of authorized officials of the Bank, seal when signing the Standard Terms and other documents related to banking services, unless otherwise provided by the legislation of the Republic of Kazakhstan.

505. If the Bank discovers that the borrower has submitted forged or invalid documents and/or unreliable information to obtain a loan, the Bank shall be entitled at any time to unilaterally:

- block the Card or Additional Card;
- close the credit limit;
- demand from the borrower early fulfillment of the obligation together with accrued interest, fees stipulated by the loan agreement, Standard Terms and the Bank Tariffs and other amounts due from the borrower under the loan agreement/require from the borrower compensation of losses caused by breach of obligations/apply to the borrower all/any measures stipulated by the legislation of the Republic of Kazakhstan, the loan agreement and the Standard Terms.

The Client shall be notified about closing of the Account and/or termination of the Adhesion

Contract by sending the relevant notice by e-mail or written notice, by sending the notice via the RBS, SMS/PUSH-notification to the mobile phone number and other Communication Channels available in the Bank.

506. In cases specified in these Standard Terms, the Bank shall also be entitled to apply to law enforcement authorities, Credit Bureau, Government for Citizens State Corporation NCJSC and other authorized bodies, companies and institutions with relevant applications, attaching any available supporting documents.